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PART 2 • DEEL 2

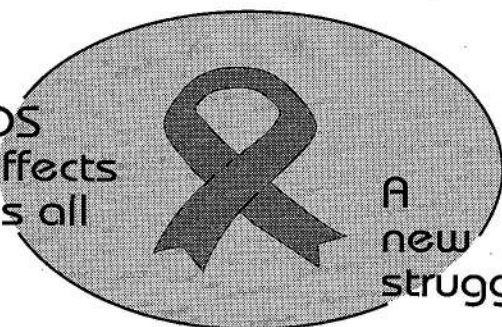
LEGAL NOTICES

WETLIKE KENNISGEWINGS

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

We all have the power to prevent AIDS

AIDS
affects
us all



A
new
struggle

Prevention is the cure

**AIDS
HELPLINE**

0800 012 322

DEPARTMENT OF HEALTH

Saak No. 9594/99

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen ABSA BANK BEPERK, Eiser, en THABO LUCAS TSOBANE, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Roodepoort en 'n lasbrief vir eksekusie teen goed uitgereik op 3 Desember 1999, sal die volgende onroerende eiendom in eksekusie verkoop word deur die Balju, Roodepoort-Suid, te Liebenbergstraat 10, Roodepoort, op 3 Maart 2000 om 10:00, aan die hoogste bieder:

Sekere Erf 11024, Dobsonville-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 219 vierkante meter, gehou kragtens Transportakte T70671/1998.

Beskrywing: 'n Woonhuis geleë te 11024 Dobsonville-uitbreiding 2, Roodepoort, en bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer.

Terme: 10% (tien persent) van die koopprijs plus afslaaersgelde in kontant betaalbaar ten tye van verkoping en die balans teen registrasie van transport, versekureer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 30 (dertig) dae na verkoping.

Die verkoopvoorwaardes mag gedurende kantoorure te die kantore van die Balju, Roodepoort-Suid, by die adres soos hierbo genoem, ondersoek word.

Geteken te Florida Heuwels op hierdie 25ste dag van Januarie 2000.

Scholtz & Botha, Eiser se Prokureurs, Ontdekkersweg 505, Florida Heuwels; Posbus 928, Florida, 17106. [Tel. (011) 472-1318.] (Verw. mev. Benecke/CA0732.) [Balju Tel. (011) 760-6525.]

Saak No. 93779/98

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen ABSA BANK BEPERK, Eiser, en LOGANATHAN MOODLEY, Eerste Verweerder, en CYNTHIA CHARMAINE MOODLEY, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg en 'n lasbrief vir eksekusie teen goed uitgereik op 11 Oktober 1999 sal die volgende onroerende eiendom in eksekusie verkoop word deur die Balju, Johannesburg Sentraal, voor die Landdroshof, Foxstraat-ingang, Johannesburg, op 3 Maart 2000 om 10:00, aan die hoogste bieder:

Sekere: 'n Eenheid bestaande uit:

(a) Deel 39, soos getoon en vollediger beskryf op Deelplan SS75/1990 in die skema bekend as Hillandale, ten opsigte van die grond en gebou of geboue geleë te Berea-dorpsgebied, Plaaslike Afdeling van die Oostelike Metropolitaanse Substruktuur van die Groter Johannesburg Metropolitaanse Oorgangsraad, van deel die vloeroppervlakte volgens genoemde deelplan, 102 (eenhonderd-en-twee) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST54807/1995.

Beskrywing: 'n Wooneenheid geleë te 803 Hillandale, Lilystraat, Berea en bestaande uit ingang, sitkamer, eetkamer, twee slaapkamers, badkamer, waterkloset, kombuis en enkelmotorafdak.

Terme: Tien persent (10%) van die koopprijs in kontant betaalbaar plus afslaaersgelde (5% op die eerste R30 000 en daarna 3% met 'n maksimum van R7 000 en 'n minimum van R260 plus BTW) ten tye van verkoping en die balans teen registrasie van transport, versekureer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne veertien (14) dae na verkoping.

Die verkoopvoorwaardes mag gedurende kantoorure te die kantore van die Balju, Johannesburg Sentraal, Lepuslaan 19, Crown Extension 8, Johannesburg, ondersoek word.

Geteken te Florida Heuwels op hierdie 31ste dag van Januarie 2000.

Scholtz & Botha, Eiser se Prokureurs, Ontdekkersweg 505, Florida Heuwels; Posbus 928, Florida, 17106. [Tel. (011) 472-1318.] (Verw. mev. Benecke/CA0622.) [Balju, Tel. (011) 837-9014.]

Saak No. 4775/99

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen ABSA BANK BEPERK, Eiser, en WICKUS RIAAN SAUNDERS, Eerste Verweerder, en MARIA SAUNDERS, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Roodepoort en 'n lasbrief vir eksekusie teen goed uitgereik op 19 November 1999 sal die volgende onroerende eiendom in eksekusie verkoop word deur die Balju, Roodepoort-Suid te Liebenbergstraat 10, Roodepoort, op 3 Maart 2000 om 10:00, aan die hoogste bieder:

Sekere: 'n Eenheid bestaande uit: Deel 2, soos getoon en volledig beskryf op Deelplan SS52/1988 in die skema bekend as Pelican Lofts ten opsigte van die grond en gebou of geboue geleë te Florida Lake-dorpsgebied, Plaaslike Afdeling, Westelike Metropolitaanse Substruktuur van die Groter Johannesburg Metropolitaanse Oorgangsraad, van welke deel die vloeroppervlakte volgens genoemde deelplan 59 (nege-en-vyftig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST20906/1998.

Beskrywing: 'n Wooneenheid geleë te 2 Pelican Lofts, Widgonlaan, Florida Lake, en bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en enkelmotorafdak.

Terme: Tien persent (10%) van die koopprijs plus afslaaersgelde in kontant betaalbaar ten tye van verkoping en die balans teen registrasie van transport, versekureer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne dertig (30) dae na verkoping.

Die verkoopvoorwaardes mag gedurende kantoorure te die kantore van die Balju, Roodepoort-Suid by die adres soos hierbo genoem, ondersoek word.

Geteken te Florida Heuwels op hierdie 1ste dag van Januarie 2000.

Scholtz & Botha, Eiser se Prokureurs, Ontdekkersweg 505, Florida Heuwels; Posbus 928, Florida, 17106. [Tel. (011) 472-1318.] (Verw. mev. Benecke/CA0651.) [Balju, Tel. (011) 760-2505.]

Saak No. 12281/99

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen ABSA BANK BEPERK, Eiser, en GARTH WAYNE SHEFFRYK, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Roodepoort en 'n lasbrief vir eksekusie teen goed uitgereik op 7 Januarie 2000 sal die volgende onroerende eiendom in eksekusie verkoop word deur die Balju, Roodepoort-Suid, te Liebenbergstraat 10, Roodepoort, op 3 Maart 2000 om 10:00, aan die hoogste bieder:

Sekere: 1. 'n Eenheid bestaande uit: Deel 67, soos getoon en volledig beskryf op Deelplan SS94/1989 in die skema bekend as Florida Cabanas ten opsigte van die grond en gebou of geboue geleë te Florida-dorpsgebied, Plaaslike Afdeling, Westelike Metropolitaanse Substruktuur van die Groter Johannesburg Metropolitaanse Oorgangsraad, van welke deel die vloeroppervlakte volgens genoemde deelplan 70 (sewentig) vierkante meter groot is; en

'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST9068/1994.

2. 'n Uitsluitlike gebruiksgebied beskryf as Stoep S67 groot 25 (vyf-en-twintig) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as Florida Cabanas ten opsigte van die grond en gebou of geboue geleë te Florida-dorpsgebied, Westelike Metropolitaanse Substruktuur van die Groter Johannesburg Metropolitaanse Oorgangsraad, soos getoon en volledig beskryf op Deelplan SS94/1989 gehou kragtens Notariël Sessie SK533/1994.

Beskrywing: 'n Wooneenheid geleë te 67 Florida Cabanas, Hullstraat, Florida, en bestaande uit sitkamer/eetkamer, kombuis, twee slaapkamers en badkamer.

Terme: Tien persent (10%) van die koopprijs plus afslaaersgelde in kontant betaalbaar ten tye van verkoping en die balans teen registrasie van transport, versekureer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne dertig (30) dae na verkoping.

Die verkoopvoorwaardes mag gedurende kantoorure te die kantore van die Balju, Roodepoort-Suid, by die adres soos hierbo genoem, ondersoek word.

Geteken te Florida Heuwels op hierdie 1ste dag van Februarie 2000.

Scholtz & Botha, Eiser se Prokureurs, Ontdekkersweg 505, Florida Heuwels; Posbus 928, Florida, 17106. [Tel. (011) 472-1318.] (Verw. mev. Benecke/CA0750.) [Balju, Tel. (011) 760-2505.]

Case No. 99703/97

PH 176

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

In the matter between EASTERN METROPOLITAN SUBSTRUCTURE, Plaintiff, and IMEKA, B., Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 23 July 1998, the property listed hereunder will be sold in execution at 10:00, on Friday, 3 March 2000, in front of the Magistrate's Court, Fox Street Entrance, Johannesburg, namely:

Erf 58, Yeoville, measuring 495 square metres, situated at 31 Hendon Street, Yeoville, held by Deed of Transfer T22012/95, the property consists of a house with zink roof, three bedrooms, lounge, kitchen, bathroom, toilet, carport and servant's quarters but nothing is guaranteed.

And take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg East, 69 Juta Street, Braamfontein, and contain *inter alia* the following provisions:

1. Ten percent of the purchase price in cash on the day of the sale.
2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.
3. Auctioneer's charges, payable on the day of sale, being 5% of the purchase price of the property sold up to R30 000,00 and 3% on the balance of the purchase price subject to a maximum of R7 000,00 and a minimum of R260,00.
4. 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.

Dated at Johannesburg on this 24th day of January 2000.

Moodie & Robertson, 14th Floor, Jorissen Place, 66 Jorissen Street, Braamfontein; P.O. Box 4685, Johannesburg, 2000.
[Tel. (011) 403-6502.] (Ref. RS/36153651.)

Case No. 6331/99

PH 222

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between BOE BANK LIMITED (formerly NBS BOLAND BANK LIMITED, formerly NBS BANK LIMITED), Plaintiff, and WALLACE, ANGELA CHRISTINE, First Defendant, and WALLACE, MERVYN GEORGE, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff of the High Court, Sandton, at 10 Conduit Street, Kensington B, Sandburg, on Tuesday, 29 February 2000 at 13:00, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 502, Parkmore (Johannesburg) Township, Registration Division IR, Province of Gauteng, measuring 991 (nine hundred and ninety one) square metres, held under Deed of Transfer T36526/1997, and situated at 118 Tenth Street, Parkmore, Johannesburg.

Zoned: Residential (hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey dwelling with brick walls and tiled roof. Consisting of a lounge, diningroom, study, kitchen, 3 bedrooms, 2 bathrooms, 2 showers and 2 w.c.'s. There is a pool and carports. The boundary has brick walls.

Terms:

- (a) The property shall be sold without reserve and to the highest bidder.
- (b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty or VAT where applicable, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.
- (c) A deposit of 10% of the purchase price is to be paid in cash on the day of the bid, and the balance of the purchase price together with interest thereon at the rate of 23,25% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the sale. Auctioneer's charges, payable on the day of the sale, is to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the High Court, Sandton, 10 Conduit Street, Kensington B, Randburg.

Dated at Johannesburg on this 18th day of January 2000.

Moodie & Robertson, Plaintiff's Attorneys, 9th Floor, 209 Smit Street, Braamfontein, Johannesburg, 2000. (Tel. 807-6046.) (Ref. Mr Johnson/N92363.)

Case No. 26411/99

PH 222

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between BOE BANK LIMITED (formerly NBS BOLAND BANK LIMITED, formerly NBS BANK LIMITED), Plaintiff, and BERNARDINO, ABIGAIL, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff of the High Court, Halfway House, at 10 Conduit Street, Kensington B, Randburg, on Tuesday, 29 February 2000 at 13:00, of the undermentioned property of the Defendant on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Portion 14 of Erf 518, Halfway Gardens Extension 42 Township, Registration Division JR, Province of Gauteng, measuring 290 (two hundred and ninety) square metres and held under Deed of Transfer T84375/1999, and situated at 14 The Plover, cor. 7th and 4th Streets, Halfway Gardens.

Zoned: Residential (hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey dwelling with tiled roof, consisting of a lounge, kitchen, 2 bedrooms, 2 bathrooms, 1 shower and 2 w.c.'s. Outbuildings consists of 1 garage. The boundary has brick walls.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty or VAT where applicable, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the bid, and the balance of the purchase price together with interest thereon at the rate of 15,50% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the sale. Auctioneer's charges, payable on the day of the sale, is to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the High Court, 614 James Crescent, Halfway House.

Dated at Johannesburg on this 17th day of January 2000.

Moodie & Robertson, Plaintiff's Attorneys, 9th Floor, 209 Smit Street, Braamfontein, Johannesburg, 2000. (Tel. 807-6046.) (Ref. Mr Johnson/N12540.)

Case No. 12539/98

PH 222

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between BOE BANK LIMITED (formerly NBS BOLAND BANK LIMITED, formerly NBS BANK LIMITED), Plaintiff, and ZACHARIS, SOPHIA, First Defendant, and ZACHARIS, MATTHEW NICHOLAS, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff of the High Court, Sandton, at 10 Conduit Street, Kensington B, Randburg, on Tuesday, 29 February 2000 at 13:00, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 159, Paulshof Township, Registration Division IR, Province of Gauteng, measuring 1 356 (one thousand three hundred and fifty six) square metres, held under Deed of Transfer T28219/1997, and situated at 9 Empangeni Road, Paulshof.

Zoned: Residential (hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A split level dwelling with brick walls and tiled roof consisting of an entrance hall, lounge, diningroom, study, kitchen, breakfast nook, scullery, 5 bedrooms, 2 bathrooms, 1 shower and 2 w.c.'s. Outbuildings consist of a double garage, one servant's quarters, one w.c. and bath and swimming pool. The boundary is fenced.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty or VAT where applicable, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the bid, and the balance of the purchase price together with interest thereon at the rate of 18% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the sale. Auctioneer's charges, payable on the day of the sale, is to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the High Court, Sandton, 10 Conduit Street, Kensington B, Randburg.

Dated at Johannesburg on this 14th day of January 2000.

Moodie & Robertson, Plaintiff's Attorneys, 9th Floor, 209 Smit Street, Braamfontein, Johannesburg, 2000. (Tel. 807-6046.) (Ref. Mr Johnson/N93383.)

**Case No. 21603/99
PH 222**

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

In the matter between BOE BANK LIMITED (formerly NBS BOLAND BANK LIMITED, formerly NBS BANK LIMITED), Plaintiff, and SELINAH MOLOI N.O., First Defendant, and ELLENAH LEBALLO, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff of the High Court, Soweto West, 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 2 March 2000 at 10:00, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 8431, Protea Glen Extension 11 Township, Registration Division IQ, Province of Gauteng, measuring 257 (two hundred and fifty seven) square metres, and held under Deed of Transfer T37269/1997, and situated at 8431 Protea Glen Ext. 11.

Zoned: Residential (hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey dwelling with brick walls and tiled roof consisting of a lounge, kitchen, 2 bedrooms, 1 bathroom and 1 w.c. The boundary is a wire fence.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty or VAT where applicable, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the bid, and the balance of the purchase price together with interest thereon at the rate of 18,00% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the sale. Auctioneer's charges, payable on the day of the sale, is to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the High Court, Soweto West, 7 Amalgam Place, Industria Street, Johannesburg.

Dated at Johannesburg on this 19th day of January 2000.

Moodie & Robertson, Plaintiff's Attorneys, 9th Floor, 209 Smit Street, Braamfontein, Johannesburg, 2000. (Tel. 807-6046.) (Ref. Mr Povall/N93556.)

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between BOE BANK LIMITED (formerly NBS BOLAND BANK LIMITED, formerly NBS BANK LIMITED), Plaintiff, and TSHABALALA, JANE, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff of the High Court, Roodepoort South, 10 Liebenberg Street, Roodepoort, on Friday, 3 March 2000 at 10:00, of the undermentioned property of the Defendant on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: The right, title and interest of the leasehold in respect of Site 10814, Dobsonville Extension 3 Township, Registration Division IQ, Transvaal, measuring 308 (three hundred and eight) square metres, held by the Mortgagor under Certificate of Registered Grant of Leasehold No. TL47408/1989, and situated at Site 10814, Dobsonville, Extension 3.

Zoned: Residential (hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey dwelling with brick walls consisting of a kitchen, 2 bedrooms, 1 bathroom and 1 w.c. Outbuildings consist of 1 garage. The boundary is fenced.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty or VAT where applicable, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the bid, and the balance of the purchase price together with interest thereon at the rate of 17,50% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the sale. Auctioneer's charges, payable on the day of the sale, is to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the High Court, Roodepoort South, 10 Liebenberg Street, Roodepoort.

Dated at Johannesburg on this 24th day of January 2000.

Moodie & Robertson, Plaintiff's Attorneys, 9th Floor, 209 Smit Street, Braamfontein, Johannesburg, 2000. (Tel. 807-6046.) (Ref. Mr Johnson/N12285.)

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between BOE BANK LIMITED (formerly NBS BOLAND BANK LIMITED, formerly NBS BANK LIMITED), Plaintiff, and MOSHOESHOE, REGINALD, First Defendant, and KABENI, NOSIPHO, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff of the High Court, Randburg, 10 Conduit Street, Kensington B, Randburg, on Tuesday, 29 February 2000 at 13:00, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Portion 55 of Erf 694, Northwold Extension 47 Township, Registration Division IQ, Province of Gauteng, measuring 328 (three hundred and twenty eight) square metres, and held under Deed of Transfer T28247/1998 and situated at 55 Palermo, 3rd Avenue, Northwold Ext. 47.

Zoned: Residential (hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey cluster dwelling with brick walls and tiled roof consisting of a lounge/diningroom, kitchen, 2 bedrooms, 1 bathroom, 1 w.c. There is a carport. The boundary is fenced and has brick walls.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty or VAT where applicable, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the bid, and the balance of the purchase price together with interest thereon at the rate of 16,50% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the sale. Auctioneer's charges, payable on the day of the sale, is to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the High Court, Randburg, 8 Elna Randhof Centre, cor. Selkirk and Blairgowrie Drive, Randburg.

Dated at Johannesburg on this 28th day of January 2000.

Moodie & Robertson, Plaintiff's Attorneys, 9th Floor, 209 Smit Street, Braamfontein, Johannesburg, 2000. (Tel. 807-6046.) (Ref. Mr Povall/N12336.)

Saak No. 71781/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

**In die saak tussen ABSA BANK BEPERK, Eiser, en SHRICHANDRA LACHMAN, 1ste Verweerder, en
DHANWANTHIE LACHMAN, 2de Verweerder**

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Suid, te Fehrslane Sentrum, Strubenstraat 130A, Pretoria, op 8 Maart 2000 om 10:00, van:

Erf 59, Country View Dorpsgebied, Registrasie Afdeling JR, Provinsie van Gauteng, groot 758 vierkante meter, gehou kragtens Akte van Transport T63066/90 (beter bekend as Erf 59, h/v Tecoma & Strelitziastrate, Country View, Midrand).

Besonderhede van die eiendom en die verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie.

Verbeterings: 'n Baksteen woonhuis met teëldak en volvloermatte, bestaande uit 'n sitkamer, eetkamer, kombuis, 3 slaapkamers en 2 badkamers. *Buitegeboue:* 1 Motorafdak.

Besigtig voorwaardes by Balju, Pretoria-Suid, Edenpark, Hoewe 82, Gerhardstraat, Centurion.

W. H. Kriel, vir Tim du Toit & Kie. Ingelyf. (Verw. mej. Kriel.) (Tel. 320-6753.)

Saak No. 56198/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

**In die saak tussen ABSA BANK BEPERK, Eiser, en GEEL, EPHRAIM LUCAS (gebore 20/11/55), 1ste Verweerder, en
GEEL, MAGDELINE DIKELEDI (gebore 11/03/56), 2de Verweerder**

'n Openbare veiling sonder reserwe prys word gehou te Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord), Pretoria, op 3 Maart 2000 om 11:00, van:

Erf 19593, geleë in die Mamelodi Dorpsgebied, Registrasie Afdeling JR, Provinsie Gauteng, groot 412 (vierhonderd en twaalf) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag T63032/88.

Straatadres: Huis 19593, Mamelodi Oos, Pretoria.

Verbeterings: Sitkamer, eetkamer, kombuis, 3 slaapkamers, bad en toilet.

Konstruksie: Vloer—matte en teëls, mure—baksteen, plafon—Herculite en dak—teëls.

Die omvang in verbeterings word nie gewaarborg nie.

Verkoopsvoorwaardes lê ter insae by Balju Wonderboom te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad), Pretoria.

E. J. J. Geyser, vir Rooth & Wessels, Pretoria. (Verw. Geyser/mev. Mare/A4421.) (Tel. 300-3027.)

Saak No. 2916/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MALOSE ISAAC MOSEHLA, 1ste Verweerder, en
ROSELINE MOLEBOGENG MOSEHLA, 2de Verweerder**

'n Verkoop sal plaasvind te Lebowaikomo Landdroshof Kantore op 31 Maart 2000 om 11:00:

Erf 1876, Zone F, Lebowaikomo, Distrik van Thabamopo, groot 700 (sewe honderd) vierkante meter, gehou kragtens Akte van Grondbrief 564/89.

Ook bekend as Erf 1876, Zone F, Lebowaikomo, distrik van Thabamopo.

Besonderhede word nie gewaarborg nie en is soos volg: Sitkamer, eetkamer, gesinskamer, 3 slaapkamers, 2 badkamers en kombuis.

Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae te die kantoor van die Balju, 1375, Unit A, Lebowaikomo.

Geteken te Pretoria op hierdie 31ste dag van Januarie 2000.

S. White, vir Wilsenach Van Wyk Goosen & Bekker, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Verw. mev. Kasselmann/SB617.) (Tel. 322-6951.)

Case No. 19884/99

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and WILLEM JACOBUS FOURIE,
1st Defendant, and PETRONELLA NATALIA FOURIE, 2nd Defendant**

In execution of a judgment of the above Honourable Court and writ of execution, the following property will be sold in execution on Thursday, 9 March 2000 at 10:00, by the Sheriff of the High Court, Klerksdorp, held at 45 Oranje Road, Randespark, Klerksdorp, to the highest bidder:

Erf 23, situated in the Boetrand Township, Registration Division IP, North-Wes Province, measuring 496 (four hundred and ninety six) square metres, held under Deed of Transfer T41799/1996, subject to the conditions therein contained and specially subject to the reservation of mineral rights.

The following further information is supplied, but no liability will be accepted in the event of it being incorrect or incomplete in any respect whatsoever:

Street address: 45 Oranje Road, Boetrand, Klerksdorp, North-West.

Improvements: Dwelling consisting of 4 living rooms, 3 bedrooms, 2 bathrooms, kitchen, garage, outside bathroom, swimming pool and lapa.

Reserved price: The property is being sold without reserve.

Terms and conditions:

Terms: The purchase price shall be payable as follows: 10% (ten per cent) thereof on the day of the sale and the balance must be secured within 30 days from date of sale by means of a bank or building society guarantee.

Conditions: The full conditions of sale, which will be read out by the Sheriff of the High Court of Klerksdorp, prior to the sale, may be inspected at the offices for the High Court, Klerksdorp, at the 1st Floor, Senpark, cnr Voortrekker & Margaretha Prinsloo Streets, Klerksdorp.

Signed at Pretoria on this 10th day of February 2000.

F. M. Nel, for Truter & Wessels, Attorneys for Plaintiff, Duncan Court, 803 Duncan Street, Brooklyn, Pretoria. (Ref. Nel/S3/616/LL.) [Tel. (012) 362-4171.]

Case No. 12994/99

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
CHRISTOFFEL ANTHONIE VAN KRAAYEBURG, Defendant**

In execution of a judgment of the above Honourable Court and writ of execution, the following property will be sold in execution on Thursday, 9 March 2000 at 09:30, by the Sheriff of the High Court, Witbank, held at 1 Duet Street, Tasbetpark Extension 2, Witbank, to the highest bidder:

Erf 1132, Tasbetpark Extension 2 Township, Registration Division JS, in the Province of Mpumalanga, measuring 900 (nine hundred) square metres, held by Deed of Transfer T17944/98, subject to the conditions therein contained and specially to the reservation of mineral rights.

The following further information is supplied, but no liability will be accepted in the event of it being incorrect or incomplete in any respect whatsoever:

Street address: 1 Duet Street, Tasbetpark Extension 2, Witbank.

Improvements: Dwelling under tiled roof consisting of a lounge, dining room, 4 bedrooms, 2 bathrooms, kitchen, garage, servant's room.

Reserved price: The property is being sold without reserve.

Terms and conditions:

Terms: The purchase price shall be payable as follows: 10% (ten per cent) thereof on the day of the sale and the balance must be secured within 30 days from date of sale by means of a bank or building society guarantee.

Conditions: The full conditions of sale, which will be read out by the Sheriff of the High Court of Witbank, prior to the sale, may be inspected at the offices for the Sheriff for the High Court, Witbank, at 3 Rhodes Street, Witbank.

Signed at Pretoria on this 10th day of February 2000.

F. M. Nel, for Truter & Wessels, Attorneys for Plaintiff, Duncan Court, 803 Duncan Street, Brooklyn, Pretoria. (Ref. Nel/S3/631/LL.) [Tel. (012) 362-4171.]

Case No. 4816/97

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
KAY JORDAN TWALA, 1st Defendant, and LOBISA ROSE TWALA, 2nd Defendant**

In execution of a judgment of the above Honourable Court and writ of execution, the following property will be sold in execution on Friday, 10 March 2000 at 11:00, by the Sheriff of the High Court, Wonderboom, held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), to the highest bidder:

Erf 775, Mamelodi Township, Registration Division JR, Transvaal, in extent 290 (two hundred and ninety) square metres, held by Certificate of Registered Grant of Leasehold TL63838/1987, subject to the conditions stated therein and specially subject to the reservation of mineral rights.

The following further information is supplied, but no liability will be accepted in the event of it being incorrect or incomplete in any respect whatsoever:

Street address: 775 Section C, Mamelodi, Pretoria.

Improvements: Dwelling consisting of a living room, 3 bedrooms, 2 bathrooms, kitchen and garage.

Reserved price: The property is being sold without reserve.

Terms and conditions:

Terms: The purchase price shall be payable as follows: 10% (ten per cent) thereof on the day of the sale and the balance must be secured within 30 days from date of sale by means of a bank or building society guarantee.

Conditions: The full conditions of sale, which will be read out by the Sheriff of the High Court of Wonderboom, prior to the sale, may be inspected at the offices for the Sheriff for the High Court, Wonderboom at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Signed at Pretoria on this 11th day of February 2000.

F. M. Nel, for Truter & Wessels, Attorneys for Plaintiff, Duncan Court, 803 Duncan Street, Brooklyn, Pretoria. (Ref. Nel/S3/192/LL.) [Tel. (012) 362-4171.]

KENNISGEWING VAN GEREGETELIKE EKSEKUSIE VERKOPING VAN ONROERENDE EIENDOM

'n Verkoop van onroerende eiendom soos hieronder beskryf sal plaasvind by die kantore van die Balju vir die distrik van Wonderboom, Gedeelte 83, De Onderstepoort (ou Warmbadpad) net noord van Sasko-meule, op 3 Maart 2000 om 11:00.

Besonderhede van die eiendomme word nie gewaarborg nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae te die kantoor van die Balju, Wonderboom, by bogemelde adres.

ABSA BANK BEPERK, Eiser.

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WONDERBOOM GEHOU TE PRETORIA-NOORD

Saak No. 129/97.

P. M. MFOLO, Eerste Verweerder, en M. F. MFOLO, Tweede Verweerder

Erf 126, Theresapark-uitbreiding 1, beter bekend as Elandstraat 8, Theresapark-uitbreiding 1, groot 1 000 vierkante meter, gehou kragtens Akte van Transport T2601/1996.

Woning bestaan uit: Ingangsportaal, sitkamer, familiekamer, eetkamer, kombuis, vier slaapkamers en twee badkamers.

Verw: B1925/75.

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

Saak No. 112866/99.

M. A. BAMBO, Eerste Verweerder, en F. M. BAMBO, Tweede Verweerder

Erf 25277, Mamelodi, beter bekend as R O W 25277, Mamelodi, groot 320 vierkante meter, gehou kragtens Akte van Transport TL26662/1992.

Woning bestaan uit: Sitkamer, familiekamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en twee motorhuise.

Verw: B5580/81.

Gedateer te Pretoria op hierdie 9de dag van Februarie 2000.

K. A. White, vir Wilsenach Van Wyk Goosen & Bekker. [Tel. (012) 565-4137.]

Case No. 14656/98

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
WICHMANN: ESTHER FRANSINA JACOBA, Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Letaba, in front of the Magistrate's Office, Morgan Street, Tzaneen, on Thursday, 9 March 2000 at 09:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the High Court, Letaba, at 50 Boundary Street, Tzaneen:

Portion 61 of the farm Lusthof 540, Registration Division LT, Northern Province, measuring 8,6743 hectares, held by virtue of Deed of Transfer T83715/93, known as Gravelotte Stasie, Lydenburgpad, Farm Lusthof 540, LT, Tzaneen.

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 two living-rooms, kitchen, three bedrooms, bathroom/toilet and bar. Cottage consisting *inter alia* of two bedrooms, kitchen and two bathrooms/toilets. *General site improvements:* Open shed.

Dated at Pretoria on this 7th day of February 2000.

D. Frances, for Hack, Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA4517.)

Case No. 13945/98

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and SELVAN VENKATAS, First
Defendant, and GETRUIDA CORNELIA VENKATAS, Second Defendant**

In execution of a judgment of the above Honourable Court and writ of execution, the following property will be sold in execution on Wednesday, 8 March 2000 at 14:30, by the Sheriff of the High Court, Highveld Ridge, held at 33 Salonica Road, Evander Extension 2, Mpumalanga, to the highest bidder:

Erf 1212, Evander Extension 2 Township, Registration Division IS, Province of Mpumalanga, in extent 833 (eight hundred and thirty-three) square metres, held by Deed of Transfer T5256/96.

Subject to the conditions therein contained and especially to the reservations of mineral rights.

The following further information is supplied, but no liability will be accepted in the event of it being incorrect or incomplete in any respect whatsoever.

Street address: 33 Salonica Road, Evander Extension 2.

Improvements: Dwelling consisting of three bedrooms, lounge, kitchen, bathroom, toilet, garage and servant's room.

Reserved price: The property is being sold without reserve.

Terms and conditions:

Terms: The purchase price shall be payable as follows: 10% (ten per cent) thereof on the day of the sale and the balance must be secured within 30 days from the date of sale by means of a bank or building society guarantee.

Conditions: The full conditions of sale, which will be read out by the Sheriff of the High Court of Highveld Ridge, prior to the sale, may be inspected at the offices for the Sheriff of the High Court, Highveld Ridge, at 13 Pennsylvania Street, Evander.

Signed at Evander on this 8th day of February 2000.

F. M. Nel, for Truter & Wessels, Attorneys for Plaintiff, Duncan Court, 803 Duncan Street, Brooklyn, Pretoria. [Tel. (012) 362-4171.] (Ref. Nel/S3/453/LL.)

Case No. 16636/99

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and CAREL FREDERICK LE ROUX, First Defendant, and ANNELIEN LE ROUX, Second Defendant

In execution of a judgment of the above Honourable Court and writ of execution, the following property will be sold in execution on Wednesday, 8 March 2000 at 10:00, by the Sheriff of the High Court, Pietersburg held at the offices of the Sheriff at 25 Mangaan Street, Pietersburg, to the highest bidder:

Erf 1896, situated in the Town Pietersburg Extension 7, Registration Division LS, Northern Province, measuring 1 586 (one thousand five hundred and eighty-six) square metres, held by the Mortgagor under Deed of Transfer T118832/96, subject to the terms and conditions contained therein and specially subject to the reservation of mineral rights.

The following further information is supplied, but no liability will be accepted in the event of it being incorrect or incomplete in any respect whatsoever:

Street address: 216 Koenig Street, Eduan Park, Pietersburg.

Improvements: Dwelling consisting of two living-rooms, three bedrooms, two bathrooms, kitchen, study, laundry, outside bathroom, store, two outside living-rooms, carport and borehole.

Reserved price: The property is being sold without reserve.

Terms and conditions:

Terms: The purchase price shall be payable as follows: 10% (ten per cent) thereof on the day of the sale and balance must be secured within 30 days from date of sale by means of a bank or building society guarantee.

Conditions: The full conditions of sale, which will be read out by the Sheriff of the High Court of Pietersburg prior to the sale, may be inspected at the offices for the Sheriff of the High Court, Pietersburg, at 25 Mangaan Street, Pietersburg.

Signed at Pretoria on this 9th day of February 2000.

F. M. Nel, for Truter & Wessels, Attorneys for Plaintiff, Duncan Court, 803 Duncan Street, Brooklyn, Pretoria. [Tel. (012) 362-4171.] (Ref. Nel/S3/651/LL.)

Case No. 11752/99

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and IAN CRICHTON OOSTHUIZEN, Defendant

In execution of a judgment of the above Honourable Court and writ of execution, the following property will be sold in execution on Wednesday, 8 March 2000 at 10:00, by the Sheriff of the High Court, Pretoria-East, held at Fehrslane Centre, 130A Struben Street, Pretoria, to the highest bidder:

1. A unit consisting of:

(a) Section 14, in the scheme known as Gables on Park A, situated at Garsfontein Extension 8 Township, in the Local Authority, Town Council of Pretoria, measuring 89 (eighty-nine) square metres, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota, held under Deed of Transfer ST119684/97.

2. An exclusive use area described as Parking P14, measuring 13 (thirteen) square metres, as shown and more fully described on Sectional Plan SS825/1995, held under Notarial Deed of Cession SK6778/97S.

The following further information is supplied, but no liability will be accepted in the event of it being incorrect or incomplete in any respect whatsoever:

Street address: Flat 14, Gables on Park A, Dale Hayes Street, Garsfontein Extension 8, Pretoria.

Improvements: Dwelling consisting of a lounge, dining-room, two bedrooms, bathroom, kitchen and carport.

Reserved price: The property is being sold without reserve.

Terms and conditions:

Terms: The purchase price shall be payable as follows: 10% (ten per cent) thereof on the day of the sale and balance must be secured within 30 days from date of sale by means of a bank or building society guarantee.

Conditions: The full conditions of sale, which will be read out by the Sheriff of the High Court of Pretoria-East prior to the sale, may be inspected at the offices for the Sheriff for the High Court, Pretoria-East at Fehrslane Centre, 130A Struben Street, Pretoria.

Signed at Pretoria on this 9th day of February 2000.

F. M. Nel, for Truter & Wessels, Attorneys for Plaintiff, Duncan Court, 803 Duncan Street, Brooklyn, Pretoria. [Tel. (012) 362-4171.] (Ref. Nel/S3/596/LL.)

Case No. 30622/99

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and BENJAMIN PARSONS BURGER, First Defendant, and ADELE THERESA BURGER, Second Defendant

In execution of a judgment of the above Honourable Court and writ of execution, the following property will be sold in execution on Wednesday, 8 March 2000 at 10:00, by the Sheriff of the High Court, Pretoria-East, held at Fehrslane Centre, 130A Struben Street, Pretoria, to the highest bidder:

1. A unit consisting of:

(a) Section 19, in the scheme known as Lucretia Court, situated at Erf 815, Moreleta Park Extension 2 Township, in the Local Authority, Town Council of Pretoria, measuring 81 (eighty-one) square metres, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota, held under Deed of Transfer ST79701/97.

2. A unit consisting of:

(a) Section 58, in the scheme known as Lucretia Court, situated at Erf 815, Moreleta Park Extension 2 Township, in the Local Authority, Town Council of Pretoria, measuring 17 (seventeen) square metres, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota, held under Deed of Transfer ST79701/97.

The following further information is supplied, but no liability will be accepted in the event of it being incorrect or incomplete in any respect whatsoever:

Street address: Flat 19, Lucretia Court, 629 Helious Street, Moreletapark Extension 2, Pretoria.

Improvements: Dwelling consisting of a dining-room, family room, two bedrooms, bathroom, kitchen and garage.

Reserved price: The property is being sold without reserve.

Terms and conditions:

Terms: The purchase price shall be payable as follows: 10% (ten per cent) thereof on the day of the sale and balance must be secured within 30 days from date of sale by means of a bank or building society guarantee.

Conditions: The full conditions of sale, which will be read out by the Sheriff of the High Court of Pretoria-East prior to the sale, may be inspected at the offices for the Sheriff for the High Court, Pretoria-East at Fehrslane Centre, 130A Struben Street, Pretoria.

Signed at Pretoria on this 9th day of February 2000.

F. M. Nel, for Truter & Wessels, Attorneys for Plaintiff, Duncan Court, 803 Duncan Street, Brooklyn, Pretoria. [Tel. (012) 362-4171.] (Ref. Nel/S3/705/LL.)

Case No. 17218/98

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and ADENDORFF, LOUIS, First Defendant, and
ADENDORFF, BONITA MARIA, Second Defendant**

A sale in execution will be held on Friday, 3 March 2000 at 11:00, by the Sheriff for Wonderboom at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, of:

Erf 786, situated in the Township of The Orchards Extension 11, Registration Division JR, Province of Gauteng, in extent 832,0000 square metres, known as 9 Harmse Street, The Orchards Extension 11.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, four bedrooms and two bathrooms.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8420.) (Ref. N1/A-M91724/JAA/J. S. Buyst.)

Case No. 10848/99

IN THE MAGISTRATE'S COURT WONDERBOOM HELD AT WONDERBOOM

**In the matter between ABSA BANK LIMITED, Plaintiff, and BOTHA, GARNETT, First Defendant, and
BOTHA, ANSIE, Second Defendant**

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 3 March 2000 at 11:00, of:

Erf 407, situated in the Township of The Orchards Extension 10, Registration Division JR, Province of Gauteng, measuring 1 123,0000 square metres, known as 107 Kirkness Road, The Orchards Extension 10.

Particulars are not guaranteed: Dwelling with lounge, kitchen, three bedrooms, bath/toilet, toilet/shower and scullery.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8420.) (Ref. N1/A-M103853/JAA/J. S. Buyst.)

Case No. 22522/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and EGGAR, FRANCOIS DANIEL CLOETE, Defendant

A sale in execution will be held on Friday, 3 March 2000 at 10:00, by the Sheriff for Potgietersrus in front of the Magistrate's Office, Hooge Street, Potgietersrus, of:

Portion 23 and Portion 40, farm Sterkrieviedersetting 253, Registration Division KR, Northern Province, in extent 24.8189 hectare and 29.2350 hectare respectively, known as Plot 86, Sterkrieviedersetting 253.

Particulars are not guaranteed: One dwelling with lounge, dining-room, sunroom, kitchen, bedroom, bathroom, one dwelling with family room, study, three bedrooms, kitchen, scullery, bathroom and separate toilet.

Inspect conditions at Sheriff's Office at First Floor, Munpen Building, 80 Voortrekker Road, Potgietersrus.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-4820.) (Ref. N1/A-M99467/JAA/J. S. Buyst.)

Case No. 13236/98

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MOKALENG, MOSHE MOSES, Defendant

A sale in execution will be held on Friday, 3 March 2000 at 13:30, by the Sheriff for Bafokeng, Rustenburg, in front of the Magistrate's Court, Bafokeng, of:

Site 84, situated in the Township of Meriting Unit 1, District of Bafokeng, in extent 200 (two hundred) square metres, known as Stand 84, Meriting Extension 2.

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

Inspect conditions at the Sheriff, Bafokeng, Rustenburg, 146 Plein Street, Rustenburg.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311.) (Ref. N1C/M75956/JAA/A. du Preez.)

Case No. 20827/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and JULIA VERONICA ANN VAN DER WESTHUIZEN, First Defendant, and JEREMIAS HERMANUS VAN DER WESTHUIZEN, in his capacity as Surety, Second Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 2 March 2000 at 10:00, of:

Remaining Extent of Erf 2023, Danville Extension 2 Township, Registration Division JR, Province of Gauteng, measuring 494 square metres, known as 132 Schmid Street, Danville, 0183.

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

Inspect conditions at the Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311 x 8427.) [Ref. M109661(M58556)/JA/M. Oliphant.]

Case No. 7287/99

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and KRUGER, DANIEL JACOB BENJEMIN, First Defendant, and KRUGER, LAUZANNE, Second Defendant

A sale in execution will be held on Thursday, 2 March 2000 at 10:00, by the Sheriff for Pretoria West, at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Portion 2 of Erf 474, Claremont (Pretoria), Registration Division JR, Province of Gauteng, in extent 1 276 square metres, known as 983 Mineral Street, Claremont, Pretoria.

Particulars are not guaranteed: Dwelling with lounge, family room, dining-room, kitchen, four bedrooms, bath/toilet/shower, bath, separate toilet, laundry, two garages, utility room, outside toilet and swimming-pool.

Inspect conditions at Sheriff, Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8420.) (Ref. N1/A-M92476/JAA/J. S. Buyst.)

Case No. 33334/98

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and METEOR PROPERTIES (PROPRIETARY) LIMITED (Reg. No. 83/09631), First Defendant, and KNEEN, PETER RICHARD (in his capacity as Surety), Second Defendant

A sale in execution will be held on Thursday, 2 March 2000 at 10:00, by the Sheriff for Pretoria West, at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Remaining Extent of Erf 1305, situated in the Township of Pretoria, Registration Division JR, Province of Gauteng, in extent 1 903 square metres, known as 139 Luttig Street, Pretoria West.

Particulars are not guaranteed: Dwelling with entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, swimming-pool, stores, carports and outside toilet.

Inspect conditions at Sheriff, Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8420.) (Ref. N1/A-M109403/JAA/J. S. Buyst.)

Case No. 19015/98

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ANTONIO JOHANNES HERMANUS LAMBERTUS LOURENS, First Defendant, and MAGDALENA CORNELIA PETRONELLA LOURENS, Second Defendant

A sale in execution will be held on Friday, 3 March 2000 at 11:00, by the Sheriff for Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, of:

Remaining Extent of Erf 187, in the Township of Wolmer, Registration Division JR, Province of Gauteng, in extent 1 276 square metres, known as 444 Bakenkloof Street, Wolmer.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms, bath/toilet and separate toilet.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8420.) (Ref. N1/A-M80469/JAA/J. S. Buyst.)

Case No. 2444/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and FOURIE, JOHANNES PETRUS, Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 3 March 2000 at 11:00, of:

Erf 700, Theresapark Extension 1 Township, Registration Division JR, Province of Gauteng, measuring 1 000 square metres, known as 56 Springhaas Street, Theresapark Extension 1.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms and laundry (portion thereof as a flat).

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8420.) (Ref. N1/A-M91395/JAA/J. S. Buyst.)

Saak No. 5353/99

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

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en PIENAAR, HERCULES JACOBUS, ID 7210265138089, Eerste Verweerder, en NEL, PAUL, ID 7007025053081, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping gehou word deur die Balju Pretoria-Oos by haar kantore te Fehrslane Sentrum, Strubenstraat 130A, Pretoria, op Woensdag, 8 Maart 2000 om 10:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die veilingafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die voormelde kantore van die Balju, Pretoria-Oos voor die verkoping ter insae sal lê:

Erf 162, Faerie Glen-uitbreiding 1-dorpsgebied, Registrasieafdeling JR, Gauteng, groot 1 092 vierkante meter, gehou kragtens Akte van Transport T15563/97 (ook bekend as Trevor Gethingstraat 386, Faerie Glen-uitbreiding 1, Pretoria).

Verbeterings: Woonhuis bestaande uit portaal, sitkamer, eetkamer, gesinskamer, studeerkamer, drie slaapkamers, twee badkamers, aparte toilet en kombuis.

Buitegeboue: Twee motorhuise, bediendekamer en toilet.

Ander verbeteringe: Swembad, plaveisel en mure.

Die bovermelde inligting in verband met verbeteringe op die eiendom word verstrek, maar geen waarborg kan daarvoor gegee word nie.

Geliewe voorts daarop te let dat die verkoopvoorwaardes by die voormelde kantore van die Balju Pretoria-Oos ingesien kan word.

Geteken te Pretoria op die 25ste dag van Januarie 2000.

G. Ploos van Amstel, vir Van der Merwe Du Toit, Prokureurs vir Eiser, 14de Verdieping, Sanlamsentrum, Middestad, Andriesstraat 252, Pretoria. (Tel. 322-8490.) (Ref. JF/S0001/129/MS.)

Saak No. 1420/98

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord Kaapse Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en CAREL MARTHINUS ROOS, Verweerder

Kragtens 'n vonnis gedateer 6 November 1998 en lasbrief tot uitwinning van onroerende goed van bogemelde Agbare Hof gedateer 6 Julie 1998, sal die ondergemelde onroerende eiendom per publieke veiling verkoop word op Vrydag, 3 Maart 2000 om 10:00 voor die Landdroskantore, Hoofingang, De Kockstraat, Vryburg, onderhewig aan die verkoopvoorwaardes wat deur die Balju van Vryburg voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopvoorwaardes geïnspekteer kan word by die kantore van die Balju van Vryburg en by die kantoor van die prokureurs wat namens die Eiser optree, die eiendom synde:

Erf 1125, Vryburg, geleë te Vryburg in die provinsie Noord-Wes, groot 5 346 (vyfduisend driehonderd ses-en-veertig) vierkante meter, gehou kragtens Akte van Transport 2223/1992 onderworpe aan die Verbadaktes B1586/1995, B1787/1994, ten gunste van ABSA Bank Beperk en B993/1995 ten gunste van Standard Bank, geregistreer in die naam van Verweerder en ook bekend as Maltstraat 14, Vryburg.

Voorwaardes:

1. Betaling van 10% van die koopprijs in kontant op datum van die veiling, en die balans betaalbaar teen registrasie van die transport op die naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bank- of bouverenigingwaarborg en welke waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.

2. Afslaerskommissie teen 5% op die eerste R30 000 van die opbrengs van die verkoping en 3% op die balans daarvan onderhewig aan 'n maksimum kommissie van R7 000 in totaal en 'n minimum van R260 (insluitende in alle gevalle die Balju se bankkoste en ander uitgawes aangegaan op die opbrengs in sy of haar trustrekening in te betaal) welke kommissie deur die koper betaalbaar is. Die bruto koopprijs is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastings.

Geteken te Vryburg op hierdie 3de dag van Februarie 2000.

Abel Bester & Kie., De Kockstraat 25, Vryburg, 8600.

Saak No. 1293/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VRYBURG GEHOU TE VRYBURG

**In die saak tussen EERSTE NASIONALE BANK VAN SA BEPERK, Eiser, en
C. H. L. en H. J. E. MOUTON, Verweerders**

Ter uitvoering van 'n uitspraak van die Landdroshof van die distrik Vryburg gehou te Vryburg in bogemelde saak, sal 'n verkoping op Vrydag, 3 Maart 2000 om 10:00 gehou word voor die Hoofingang Landdroskantoor (Hofgebou), De Kockstraat, Vryburg, op voorwaardes wat ten tye van die verkoping deur die afslaer voorgelees sal word, van die volgende eiendom van die Verweerders naamlik:

Sekere Erf 452, Vryburg, geleë in die munisipaliteit Stella, Registrasieafdeling in provinsie Noordwes, groot 1.705 (een-duisend sewehonderd-en-vyf) vierkante meter, gehou kragtens Akte van Transport T1109/1996.

Verbeterings: Woning met sinkplattendak met gedeeltelike siersteen die res gepleisterde mure met vier slaapkamers, plus toegeboorde stoep, twee badkamers, sitkamer/TV/gesinskamer, kombuis en spens.

Vloerbedekking: Sitkamer/TV/gesinskamer—volvloermatte, slaapkamers—volvloermatte, badkamers—teëls en kombuis—sementvloer.

Buitegeboue: Dubbelafdakke, toilet, buite vertrek met bad en toilet.

Buite: Eiendom is omheïn met gedeeltelik steenmuur en daad. Daar is 'n boorgat op die erf.

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

Die voorwaardes van die verkoping kan in die kantoor van die Balju tydens kantoorure besigtig word.

Gedateer te Vryburg op hierdie 1ste dag van Februarie 2000.

Die Balju, Vryburg.

Abel Bester & Kie, De Kockstraat 25, Vryburg, 8601.

Case No. 3529/99

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

**In the matter between BOE BANK LIMITED, t/a NBS BANK, Judgment Creditor, and N. J. NGIXI,
1st Judgment Debtor, and O. H. NGIXI, 2nd Judgment Debtor**

In execution of a judgment of the abovementioned Honourable Court and a warrant of execution against immovable property dated 17 November 1999, a sale in execution will be held at 10:00 on 3 March 2000, by the Sheriff at the main entrance, Magistrate's Court (Building), De Kock Street, Vryburg, of the undermentioned property:

Property description: Lot 2586, Huhudi, situated in the Administrative District of Vryburg, North West Province, measuring 338 square metres, held by Deed of Transfer No. T17/1991.

Physical address: 2582 Keitebetse Street, Huhudi, Vryburg.

Improvements: 1 dwelling house with tile roof, plastered and painted walls, 3 bedrooms, 1 bathroom with toilet, 1 dining-room/lounge and 1 kitchen. Outbuilding with toilet. The property is enclosed with wire fencing.

Terms: Ten percent (10%) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within fourteen (14) days from the date of sale. Should the property be bought by the first bondholder, the cash payment of 10% need not be made.

The Sheriff, Vryburg.

Abel Bester & Co., 25 De Kock Street, Vryburg, 8601.

Saak No. 1679/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VRYBURG GEHOU TE VRYBURG

In die saak tussen EERSTE NASIONALE BANK VAN SA BEPERK, Eiser, en W. P. GROVE, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof van die distrik Vryburg gehou te Vryburg in bogemelde saak, sal 'n verkoping om 10:00 op Vrydag, 3 Maart 2000 gehou word voor die hoofingang Landdroskantoor (Hofgebou), De Kockstraat, Vryburg, op voorwaardes wat ten tye van die verkoping deur die afslaer voorgelees sal word, van die volgende eindom van die Verweerder naamlik:

Sekere Erf 144, Reivilo, geleë in die munisipaliteit Reivilo, afdeling Vryburg, provinsie Noordwes, groot 4 461 (vier duisend vier honderd een en sestig) vierkante meter, gehou kragtens Akte van Transport Nr T1124/93.

Slegs 'n leë erf sonder verbeterings.

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

Die voorwaardes van die verkoping kan in die kantoor van die Balju tydens kantoorure besigtig word.

Gedateer te Vryburg op hierdie 25ste dag van Januarie 2000.

Die Balju, Vryburg.

Abel Bester & Kie., De Kockstraat 25, Vryburg, 8601.

Case No. 331/99

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

**In the matter between EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Vonnisskuldeiser, en
ANDRIES HENDRIK KRUGEL, First Defendant, and TENSIE SOPHIA KRUGEL, Second Defendant**

In pursuance of a Judgment dated 25 June 1999 in the above Honourable Court the following property will be sold in execution on 15 March 2000 at 11:00, at the Magistrate's Court, Kriel, to the highest bidder viz:

Erf 1869, Kriel Extension 7 Township, Registration Division IS, Mphumalanga Province, measuring 1008 square metres, held by Deed of Transfer T44607/98, also known as 25 Woodpecker Street, Kriel.

Terms: A cash deposit of ten per centum (10%) of the purchase price at the time of sale, and the balance against the transfer to be secured by a Bank or Building Society Guarantee to be furnished to the Sheriff of the Court within 21 (twenty one) days after the date of sale, as well as auctioneering commission, payable on confirmation of the bid in cash as follows: 5% on the first R30 000.00 plus 3% on the balance purchase price with a maximum of R7 000.00, 14% VAT is payable on the auctioneering commission.

The condition of sale may be examined during office hours at the office of the Sheriff of the Court, 23 Church Street, Bethal.

Signed at Secunda on this 2nd day of February 2000.

Streicher De Swardt Prokureurs, Office 5, Basnic Building, Second Floor, P.O. Box 4077, Secunda, 2302. (Ref. Mrs. J. de Swardt Stina.)

Case No. 98/99

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
EDWARD MICHAEL LANDSMAN, Defendant**

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 Moloopo, at the office of the Sheriff for the High Court, No. 1312 Thelesho Tawana Street, Montshiwa, Mmabatho on 8 March 2000 at 10:00, of the undermentioned immovable property of the Defendant on the Conditions to be read out by the Sheriff at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff, Moloopo:

Address: Erf 3645, Extension 34, Township of Mafikeng, District of Moloopo, extent 600 (six hundred) square metres, held in terms of Deed of Transfer No. T405/1998.

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 2nd day of February 2000.

Van Onselen & Van Rooyen Inc., Plaintiff's Attorneys, 9 Proctor Street, Mafikeng, 2745. (Ref. JVO/pp/JS289/98.)

Case No. 18946/99

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

**In the matter between NEDCOR BANK LIMITED, trading as PERM, Plaintiff, and NEL, ZACHARIAS ARNOLDUS,
First Defendant, and NIEUWOUDT, FRANZINA WILHELMINA, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Offices of the Sheriff of the Supreme Court, Wonderboom, Portion 83, De Onderstepoort, (Just North of Sasko Mills), Old Warmbaths Road, Bon Accord on 25 February 2000 at 11:00.

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

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

Property: Section 2 as shown and more fully described on Sectional Plan No. SS.731/95 in the scheme known as Mont Park 1687 in respect of the land and building or buildings situate at Erf 1687, Montana Park Extension 29 Township, Local Authority Pretoria Metropolitan Substructure, measuring 194 square metres;

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 virtue of Deed of Transfer No. ST.45041/96; also known as 2 Mont Park 1687, 724 Norman Street, Montana Park Ext 29.

Improvements: 3 bedrooms, 2 bathrooms, kitchen, lounge, diningroom.

V. Pieri, Adams & Adams, Attorneys for Plaintiff, Adams & Adams Place, 1140 Prospect Street (P.O. Box 1014), Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. VP/sv/S.1193/97.)

Case No. 12978/99

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and McLAREN, MARIA ELIZABETH, First Defendant, and
McLAREN, MICHELLE MARIA, Second Defendant**

In Execution of a Judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without Reserve will be held at the offices of the Sheriff, Boksburg at 182 Leeuwpoot Street, Boksburg, on 3 March 2000 at 11:15, of the undermentioned property of the Defendants on the Conditions and which Conditions may be inspected at the offices of the Sheriff, Boksburg, prior to the sale:

Certain: Erf 651, Impala Park Township, Registration Division IR, the Province of Gauteng, situate at 26 de Haviland Street, Impala Park, Boksburg, measuring 991 (nine hundred and ninety one) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building comprises of a lounge, diningroom, 3 bedrooms and 1 bathroom.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a Bank- or Building Society- or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the Purchaser.

Dated at Johannesburg this 4th day of February 2000.

Hammond Pole & Dixon, c/o Hammond Pole & Dixon, Seventh Floor, Bedford Gardens, Bedfordview; P.O. Box 25319, East Rand. [Ref. Mrs Whitson/800328 (8045511050).] (Tel. 823-1500.)

Case No. 15563/99

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and NDHLOVU, KHOLISILE SHADRACK, First Defendant, and NDHLOVU, MATSHEDISO REBECCA, Second Defendant

In Execution of a Judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without Reserve will be held at the offices of the Sheriff, Boksburg at 182 Leeuwpoot Street, Boksburg, on 3 March 2000 at 11:15, of the undermentioned property of the Defendants on the Conditions and which Conditions may be inspected at the offices of the Sheriff, Boksburg, prior to the sale:

Certain: Erf 3467, Vosloorus Township situate at 3467 Ngcobo Street, Vosloorus, Boksburg, being the *domicilium citandi et executandi*, measuring 248 (two hundred and forty eight) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, comprising of 6 rooms, 1 living room, 2 bedrooms, 1 bathroom and 1 kitchen.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a Bank- or Building Society- or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the Purchaser.

Dated at Johannesburg this 4th day of February 2000.

Hammond Pole & Dixon, c/o Hammond Pole & Dixon, Seventh Floor, Bedford Gardens, Bedfordview; P.O. Box 25319, East Rand. (Ref. Mrs De Sousa/450577/214354938) (Tel. 823-1500.)

Case No. 13038/97

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

In the matter between ABSA BANK LIMITED (86/04794/06), Plaintiff, and JOHANNES MTSWENI, First Defendant, and SALAMINA, MTSWENI, Second Defendant

In pursuance of a Judgment in the Court for the Magistrate of Benoni on 23 December 1997 and Writ of Execution issued pursuant thereto the property listed hereunder will be sold in Execution on 8 March 2000 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 30096, Daveyton Ext 2 Township, Registration Division IR, the Province of Gauteng, situate on Stand No. 30096, Daveyton Ext 2, in the Township of, District of Benoni, measuring 245 (two hundred and forty five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building comprises of lounge, 2 bedrooms, bathroom & kitchen.

The conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Benoni.

Dated at Benoni on this 7th day of February 2000.

Hammond Pole & Dixon Attorneys, Blocks 4 and 5, East Rand Junction, North Rand Road (Entrance in Pond Road), East Rand Mall. [Ref. U00989/Mrs Whitson (5626-4779).] (Tel. 823-1500.)

Case No. 1797/98

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

In the matter between MORTGAGE SECURITIES 101 (PTY) LTD, Plaintiff, and J. J. A. VORSTER, Defendant

In pursuance of a judgment in the Court for the Magistrate of Brakpan on 22 April 1998, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 10 March 2000 at 11:00, at the offices of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 161, Brakpan Township, Registration Division IR, Province of Gauteng, situated at 3 Strange Road, Anzac, Brakpan, measuring 991 (nine hundred and ninety-one) square metres.

Property zoned: Residential 1.

Height: —.

Coverage: 60%.

Building line: 5 m.

The following improvements are reported to be on the property, but nothing is guaranteed: Building brick/plastered and painted, corrugated zinc sheet, pitched roof, comprising of lounge, kitchen, three bedrooms, bathroom and toilet. There are no outbuildings. Fencing, three sides brick walling.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Brakpan.

Dated at Germiston on this 7th day of February 2000.

Hammond Pole & Dixon Inc., Blocks 4 and 5, East Rand Junction Office Park, North Rand Road (entrance in Pond Road), East Rand Mall. (Ref. U00065/Mrs Whitson.)

Case No. 8376/99

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

In the matter between ABSA BANK LIMITED (86/04794/06), Plaintiff, and JOHANNES JURGENS COWLEY, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 5 November 1999 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 10 March 2000 at 11:15 at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 332, Witfield Ext. 7 Township, Registration Division IR, Province of Gauteng, situated on 20 Bach Street, Witfield Extension 7, in the Township of Witfield Extension 7, District of Boksburg, measuring 963 (nine hundred and sixty three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising of an entrance hall, lounge, dining-room kitchen, four bedrooms, bathroom, separate w.c. and a shower, double garage, servant's room, w.c. and a swimming-pool.

The conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

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

Dated at Boksburg on this 7th day of February 2000.

Hammond Pole & Dixon Attorneys, Blocks 4 and 5, East Rand Junction, North Rand Road (entrance in Pond Road), East Rand Mall. (Tel. 823-1500.) [Ref. 800467/Mrs Whitson (8050532534).]

Case No. 23125/99

IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between ABSA BANK LIMITED, Plaintiff, and GROBLER, AMANDA JANE, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 3 March 2000 at 11:15, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff, Boksburg, prior to the sale:

Certain Erf 180, Parkrand Township, Registration Division IR, Province of Gauteng, situated at 24 Leipoldt Street, Parkrand, Boksburg, being the chosen *domicilium citandi et executandi*, measuring 1 071 (one thousand and seventy-one) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building comprises of three lounges, dining-room, kitchen, study, three bedrooms, three bathrooms, outside room and w.c.

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

Dated at Johannesburg on this 4th day of February 2000.

Hammond Pole & Dixon Inc., c/o Hammond Pole & Dixon, Seventh Floor, Bedford Gardens, Bedfordview; P.O. Box 25319, East Rand. (Tel. 823-1500.) (Ref. Mrs Whitson/800317/8046757760.)

Case No. 6575/99

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

In the matter between ABSA BANK LIMITED (86/04794/06), Plaintiff, and KENNY VERINGA, First Defendant, and ALISON GRACE VERINGA, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 17 August 1999, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 10 March 2000 at 11:15, at the offices of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Portion 6 of Erf 234, Witfield Township, Registration Division IR, Province of Gauteng, situated at 13 Whitehead Street, Witfield, in the Township of Witfield, District of Boksburg, measuring 991 (nine hundred and ninety-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building comprising of lounge, dining-room, kitchen, three bedrooms, bath and w.c. and shower, w.c. and shower. *Flat:* Lounge, bedroom, bathroom, double garage, servant's room, w.c. and double carport.

The conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

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

Dated at Boksburg on this 7th day of February 2000.

Hammond Pole & Dixon Attorneys, Blocks 4 and 5, East Rand Junction, North Rand Road (entrance in Pond Road), East Rand Mall. (Tel. 823-1500.) [Ref. 700350/Mrs Whitson (8040148715).]

Case No. 26654/99

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LTD, Plaintiff, and NDHLOVU, M. M., Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 10 March 2000 at 11:00, of the undermentioned property of the Defendants on the conditions and which conditions may be inspected at the offices of the Sheriff, Brakpan, prior to the sale:

Certain Erf 15283, Siyandane Street, Tsakane Ext. 5, Brakpan, in extent 325 (three hundred and twenty-five) square metres.

Property zoned: Residential 1.

Height: Two storeys.

Cover: 60%.

Building line: 5 m.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building face brick, cement tiles—pitched roof, comprising lounge, kitchen, three bedrooms, two bathrooms, single carport. There are no outbuildings. Fencing: Three sides diamond mesh fencing.

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

Dated at Johannesburg on the 7th day of February 2000.

Hammond Pole & Dixon Inc., c/o Hammond Pole & Dixon, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 823-1500.) (Ref. 800517/Mrs Whitson.)

Case No. 29488/99

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

**In the matter between ABSA BANK LTD, Plaintiff, and SUKAZI, THABO DAVID, First Defendant, and
SUKAZI, SESI GRACE, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 3 March 2000 at 11:15, of the undermentioned property of the Defendants on the conditions and which conditions may be inspected at the offices of the Sheriff, Boksburg, prior to the sale:

Certain All right, title and interest in the leasehold in respect of Erf 851, Mabuya Park Township, Registration Division IR, Province of Gauteng, situated at 851 Mnini Street, Mabuyapark, Boksburg, being the chosen *domicilium citandi et executandi*, measuring 273 (two hundred and seventy-three) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building comprises of a lounge, kitchen, bedroom and bathroom.

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

Dated at Johannesburg on this 7th day of February 2000.

Hammond Pole & Dixon Inc., c/o Hammond Pole & Dixon, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. P.O. Box 25319, East Rand. (Tel. 823-1500.) (Ref. Mrs Whitson/800538/8046426735.)

Case No. 26903/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and NKOSI, PETROS MANDLA, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 3 March 2000 at 11:15, of the undermentioned property of the Defendant on the conditions and which conditions may be inspected at the offices of the Sheriff, Boksburg, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Erf 260, Vosloorus Extension 7 Township, Registration Division IR, Province of Gauteng, situated at 260 Vosloorus Extension 7, Boksburg, measuring 281 (two hundred and eighty-one) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building comprises of lounge, kitchen, two bedrooms and bathroom.

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

Dated at Johannesburg on the 4th day of February 2000.

Hammond Pole & Dixon, c/o Hammond Pole & Dixon, Seventh Floor, Bedford Gardens, Bedfordview. (Tel. 823-1500.) (Ref. Mrs Whitson/800519.)

Case No. 23292/98
PH 408

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

In the matter between ABSA BANK LIMITED, Plaintiff, and JOHANNES MICHAEL MOGOROSI, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale without a reserve price will be held by the Sheriff, Krugersdorp, at 22B Ockerse Street, Krugersdorp, on 1 March 2000 at 10:00, of the undermentioned property on the Defendant and the conditions will be available for inspection prior to the sale at the offices of the Sheriff, of the High Court, Krugersdorp, 22B Ockerse Street, Krugersdorp:

All right, title and interest in the leasehold in respect of Erf 9763, Kagiso, also known as 9763 Kagiso, Krugersdorp, measuring 270 square metres, Registration Division IQ, Transvaal, held by the Defendant under Title Deed T25134/88.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The property comprising of lounge, dining-room, three bedrooms, bathroom and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer—a guarantee to be furnished within 14 (fourteen) days from date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charge R260 (two hundred and sixty rand).

Dated at Roodepoort on this 7th day of February 2000.

Van den Berg & Kotzé, 377 Ontdekkers Avenue, Florida Park Ext. 1. (Tel. 475-8080.) (Ref. Mr Kotze/LF/FM4619.) P/a Document Exchange, President Street, Johannesburg.

Sheriff of the High Court, Krugersdorp, 22B Ockerse Street, Krugersdorp.

Case No. 19315/99

PH 408

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and DARMALINGHUM SAKALINGUM, First Defendant, and SARASWATHEE SAKALINGUM, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale without a reserve price will be held by the Sheriff, Lenasia North, at 69 Juta Street, Braamfontein, on 2 March 2000 at 10:00, of the undermentioned property of the Defendants and the conditions will be available for inspection prior to the sale at the offices of the Sheriff, of the High Court, Lenasia North, 19 Anemone Avenue, Lenasia:

Erf 1520, Lenasia Extension 1, also known as 121 Penguin Avenue, Lenasia, measuring 496 square metres, Registration Division IQ, Transvaal, held by the Defendants under Title Deed T35367/94.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The property comprising of entrance hall, lounge, dining-room, kitchen, four bedrooms, bathroom, two servant's rooms, shower and w.c. and single garage.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer—a guarantee to be furnished within 14 (fourteen) days from date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charge R260 (two hundred and sixty rand).

Dated at Roodepoort on this 7th day of February 2000.

Van den Berg & Kotzé, 377 Ontdekkers Avenue, Florida Park Ext. 1. (Tel. 475-8080.) (Ref. Mr Kotze/LF/FS4491.) P/a Document Exchange, President Street, Johannesburg.

Sheriff of the High Court, Lenasia North, 19 Anemone Avenue, Lenasia.

Case No. 23285/99

PH 408

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and EGHLY DAMIANOU, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale without a reserve price will be held by the Sheriff, Johannesburg South, at 69 Juta Street, Braamfontein, on 2 March 2000 at 10:00, of the undermentioned property of the Defendant and the conditions will be available for inspection, prior to the sale, at the offices of the Sheriff of the High Court, Johannesburg South, 100 Sheffield Street, Turffontein:

Erf 1141, Robertsham, also known as 168 Harry Street, Robertsham, measuring 9 724 square metres, Registration Division IQ, Transvaal, held by the Defendant under Title Deed T4172/62.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The property comprising of a lounge, dining-room, three bedrooms, one bathroom, kitchen and garage.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer — a guarantee to be furnished within 14 (fourteen) days from date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charge R260 (two hundred and sixty rand).

Dated at Roodepoort on this 1st day of February 2000.

Van den Berg & Kotzé, 377 Ontdekkers Avenue, Florida Park Extension 1. (Tel. 475-8080.) (Ref. Mr Kotze/LF/FD4601); P/a Document Exchange, President Street, Johannesburg. Sheriff of the High Court, Johannesburg South, 100 Sheffield Street, Turffontein.

Case No. 3255/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and GEETHA BALGOBIND (now KING), Defendant

In pursuance of a judgment and a warrant of execution issued in the above Honourable Court, the following property will be sold in execution by the Sheriff for Roodepoort South on 3 March 2000 at 10:00, at 10 Liebenberg Street, Roodepoort, to the highest bidder, namely:

Sectional Title Unit No. 7, Flora Villas, Florida, also known as No. 7 Flora Villas, Hull Street, Florida, Roodepoort, measuring 79 square metres, held by Defendant under Title Deed T40768/1996.

The property is zoned Residential 1, although no guarantee in connection with this is given.

The property comprising of lounge, dining-room, passage, kitchen, bathroom, two bedrooms and carport.

Material conditions of sale: 10% of the purchase price and auctioneer's charges in cash on the day of the sale and the balance payable against registration of transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of Roodepoort South, within 21 days from the date of sale.

The conditions of sale are open for inspection at the offices of the Sheriff of Roodepoort South, 10 Liebenberg Street, Roodepoort.

Dated at Roodepoort on this 7th day of February 2000.

C. R. Kotzé, vir Van den Berg & Kotzé, Plaintiff's Attorneys, 377 Ontdekkers Road, Florida Park; P.O. Box 1745, Roodepoort. (Tel. 475-8080.) (Ref. Kotzé/lf/FB4093.)

Case No. 7039/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and SIKHUMBUZO DAVID MLOTSHWA, First Defendant, and AMANDA VENA, Second Defendant

In pursuance of a judgment and a warrant of execution issued in the above Honourable Court, the following property will be sold in execution by the Sheriff for Roodepoort South, on 3 March 2000 at 10:00, at 10 Liebenberg Street, Roodepoort, to the highest bidder, namely:

Erf 2375, Witpoortjie Extension 9, also known as 16 Muizenberg Street, Witpoortjie, measuring 777 square metres, held by Defendants under Title Deed T33497/1998.

The property is zoned Residential 1, although no guarantee in connection with this is given. The property comprising lounge, dining-room, passage, kitchen, two bathrooms, three bedrooms, swimming-pool, double garage, sauna room, lapa and carport.

Material conditions of sale: 10% of the purchase price and auctioneer's charges in cash on the day of the sale and the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of Roodepoort South, within 21 days from the date of sale.

The conditions of sale are open for inspection at the offices of the Sheriff of Roodepoort South, 10 Liebenberg Street, Roodepoort.

Dated at Roodepoort on this 11th day of February 2000.

G. R. Kotzé, for Van den Berg & Kotze, Plaintiff's Attorneys, 377 Ontdekkers Road, Florida Park; P.O. Box 1745, Roodepoort. (Tel. 475-8080.) (Ref. Kotzé/lf/FM4336.)

Case No. 17945/99

PH 408

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and JACQUES PIENAAR, First Defendant, and
RENEE CAROLINE PIENAAR, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale without a reserve price will be held by the Sheriff, Johannesburg South, at 69 Juta Street, Braamfontein, on 2 March 2000 at 10:00, of the undermentioned property of the Defendants and the conditions will be available for inspection prior to the sale at the offices of the Sheriff of the High Court, Johannesburg South, 100 Sheffield Street, Turffontein:

Erf 107, Oakdene Extension 1, also known as 5 Tafelberg Street, Oakdene, measuring 1 169 square metres, Registration Division IQ, Transvaal, held by the Defendants under Title Deed T25857/98.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The property comprising vacant stand.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer—a guarantee to be furnished within 14 (fourteen) days from date of sale.

Auctioneer's charges, payable on the day of the sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charge R260 (two hundred and sixty rand).

Dated at Roodepoort on this 1st day of February 2000.

Van den Berg & Kotzé, 377 Ontdekkers Avenue, Florida Park Extension 1. (Tel. 475-8080.) (Ref. Mr Kotze/LF/FP4390); P/a Document Exchange, President Street, Johannesburg. Sheriff of the High Court, Johannesburg South, 100 Sheffield Street, Turffontein.

Case No. 32460/99

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between FNB PROPERTIES, a Division of FIRSTRAND BANK LIMITED, Plaintiff, and
NONYANA, BOY BOY SAMUEL, 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 Sheriff, Johannesburg East, at 69 Juta Street, Braamfontein, on 2 March 2000 at 10:00, of the undermentioned property of the Defendant on conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 7 Amalgam Place, Amalgam Place, prior to the sale:

Certain Site 1407, Moletsane Township, Registration Division IQ, Province of Gauteng, being 1 407 Tiale Street, Moletsane, Soweto, measuring 260 (two hundred and sixty) square metres.

The property is zoned Residential.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A detached single-storey brick-built residence, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms, two water-closets and two garages.

Dated at Pretoria on this 1st day of February 2000.

Versfelds, c/o Van Dyk & Horn, Plaintiff's Attorneys, 782 Pretorius Street, Arcadia, Pretoria. (Tel. 468-2285/6.) (Fax 468-2724.) (Ref. JS/AJ/768.)

Case No. 20800/99

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

**In the matter between FNB PROPERTIES, a Division of FIRSTRAND BANK LIMITED, Plaintiff, and
SWART, JOHANNES CHRISTIAAN, 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 Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on 3 March 2000 at 11:00, of the undermentioned property of the Defendant on conditions which will lie for inspection at the offices of the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, to the sale:

Certain:

(a) Section 1, as shown and more fully described on Sectional Plan SS533/95, in the scheme known as Mont Park 808, in respect of the land and building or buildings situated at Erf 808, Montanapark Extension 23, Local Authority: Central Pretoria Metropolitan Substructure, of which the floor area, according to the said sectional plan is 185 (one hundred and eighty-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, be declared executable, being Unit 1, 192 Flufftail Street, Montana Park Extension 23, Pretoria.

The property is zoned Residential.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A detached single-storey brick-built residence, comprising of entrance hall, lounge, dining-room, kitchen, pantry, three bedrooms, bathroom/water-closet, shower/bath/water-closet, two garages and water-closet.

Dated at Pretoria on this 1st day of February 2000.

Versfelds, c/o Van Dyk & Horn, Plaintiff's Attorneys, 782 Pretorius Street, Arcadia, Pretoria. (Tel. 468-2285/6.) (Fax 468-2724.) (Ref. JS/AJ/6.)

Case No. 28733/99

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

**In the matter between FNB PROPERTIES, a division of FIRSTRAND BANK LIMITED, Plaintiff, and
SIBAYA, BAFANA BENJAMIN, First Defendant, and SIBAYA, FRANCINA TOPSI, Second Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, on 3 March 2000 at 11:15, of the undermentioned property of the Defendants on conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain: All right, title and interest in respect of the leasehold over Stand 19981, Vosloorus Extension 30 Township, Registration Division IR, Province of Gauteng, being Stand 19981, Mfundo Park Extension 30, Vosloorus, measuring 263 (two hundred and sixty-three) square metres.

The property is zoned Residential.

The following information is furnish *re* the improvements, though in this respect nothing is guaranteed:

A detached single-storey brick-built residence, comprising of: Lounge, kitchen, two bedrooms, bathroom and water-closet.

Dated at Pretoria on this 1st day of February 2000.

Versfelds, c/o Van Dyk & Horn, Plaintiff's Attorneys, 782 Pretorius Street, Arcadia, Pretoria. (Tel. 468-2285/6.) (Fax. 468-2724.) (Ref. JS/AJ/733.)

Case No. 23895/99

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and MARIA PETRONELLA ADRIANA KASSAR (Identity Number 5809260163083), First Execution Debtor, and MARK TERENCE KASSAR (born on 27 January 1963), Second Execution Debtor

In execution of a judgment granted on 27 September 1999, in the above Honourable Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 2 March 2000 at 10:00, at the Magistrate's Court of Ermelo, held at Ermelo at Jan van Riebeeck Street, Ermelo, to the highest bidder:

Description: Portion 1 of Erf 756, Township of Ermelo, Registration Division IT, Province of Mpumalanga, in extent 1 428 (one thousand four hundred and twenty-eight) square metres, held by the Judgment Debtors in their names, by virtue of Deed of Transfer T126366/97.

Street address: Known as 82 Klein Street, Ermelo, Province of Mpumalanga.

Zone: Residential.

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

The improvements on the property consist of the following:

Main dwelling: Comprising *inter alia*: Living-room, three bedrooms, bathroom, study and laundry.

Outbuilding: Garage, servant's room and bathroom.

Reserve price: The property will be sold without reserve.

Terms: 10% of the purchase price in cash payable immediately after the sale and the balance to be guaranteed by way of a bank or building society guarantee to be delivered within 14 days from the date of the sale and payable simultaneously with registration of transfer.

The full conditions may be inspected at the Sheriff of the High Court, Ermelo, G. F. Botha & Van Dyk Building, corner of Kerk and Joubert Streets, Ermelo.

Dated at Pretoria on this 30th day of November 1999.

L. P. Rautenbach, for Hannes Gouws & Partners Inc., Attorneys for Execution Creditor, First National Bank Building, Sixth Floor, New Wing, Church Square, Pretoria. [Tel. (012) 321-1008.] (Ref. Mr Rautenbach/11740.)

Case No. 28930/99

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

**In the matter between THE STANDARD BANK OF SA LIMITED, Plaintiff, and
JOHANNA MASETLE MOLOISANE, Defendant**

In terms of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 10 March 2000 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Remaining extent of Erf 171, Pretoria North Township, Registration Division JR, Province of Gauteng (also known as 542 Wonderboom Street, Pretoria North, measuring 1 276 (one thousand two hundred and seventy-six) square metres, held by Deed of Transfer T72466/96, subject to the conditions therein contained.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of three living-rooms, four bedrooms, two bathrooms, two garages, *cottage*: Lounge, bedroom, bathroom and kitchen.

The property is zoned as a Residential property.

Ten per cent (10%) of the purchase price and 5% auctioneer charges on the first R30 000,00 and 3% thereafter in cash, plus VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria this 2nd day of February 2000.

E. M. Eybers, for Adams & Adams, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. EME/ep/cr/S1403/99.)

Case No. 20800/99

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between FNB PROPERTIES, a division of FIRSTRAND BANK LIMITED, Plaintiff, and
SWART, JOHANNES CHRISTIAAN, 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 Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 3 March 2000 at 11:00, of the undermentioned property of the Defendant on conditions which will lie for inspection at the offices of the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), prior to the sale:

Certain:

(a) Section 1, as shown and more fully described on Sectional Plan SS533/95, in the scheme known as Mont Park 808, in respect of the land and building or buildings situated at Erf 808, Montana Park Extension 23, Local Authority: Central Pretoria Metropolitan Substructure, of which the floor area, according to the said sectional plan is 185 (one hundred and eighty-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, be declared executable, being Unit 1, 192 Flufftail Street, Montana Park Extension 23, Pretoria.

The property is zoned Residential.

The following information is furnish *re* the improvements, though in this respect nothing is guaranteed:

A detached single-storey brick-built residence, comprising of: Entrance hall, lounge, dining-room, kitchen, pantry, three bedrooms, bathroom/water-closet, shower/bath/water-closet, two garages and water-closet.

Dated at Pretoria on this 1st day of February 2000.

Versfelds, c/o Van Dyk & Horn, Plaintiff's Attorneys, 782 Pretorius Street, Arcadia, Pretoria. (Tel. 468-2285/6.) (Fax. 468-2724.) (Ref. JS/AJ/6.)

Case No. 33617/99

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between FIRSTRAND BANK LIMITED, trading as *inter alia* FNB PROPERTIES, Plaintiff, and
MALAZA, STANLEY THEMBA, 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 Sheriff, Johannesburg East, at 69 Jutta Street, Braamfontein, on 2 March 2000 at 10:00, of the undermentioned property of the Defendant on conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 7 Amalgam Place, Amalgam Place, prior to the sale:

Certain: Erf 106, Jabulani Township, Registration Division IQ, Province of Gauteng, being 106 Jabulani, Soweto, measuring 264 (two hundred and sixty-four) square metres.

The property is zoned Residential.

The following information is furnish *re* the improvements, though in this respect nothing is guaranteed:

A detached single-storey brick-built residence, comprising of: Lounge, kitchen, three bedrooms, bathroom, water-closet, garage and servant's room.

Dated at Pretoria on this 31st day of January 2000.

Versfelds, c/o Van Dyk & Horn, Plaintiff's Attorneys, 782 Pretorius Street, Arcadia, Pretoria. (Tel. 468-2285/6.) (Fax. 468-2724.) (Ref. JS/AJ/775.)

Case No. 33618/99

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

**In the matter between FIRSTRAND BANK LIMITED, trading as *inter alia* FNB PROPERTIES, Plaintiff, and
NXUMALO, RICHMAN, First Defendant, and NXUMALO, MARGARET, Second Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff, Johannesburg East, at 69 Juta Street, Braamfontein, on 2 March 2000 at 10:00, of the undermentioned property of the Defendants on conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 7 Amalgam Place, Amalgam Place, prior to the sale:

Certain: Erf 2103, Jabulani Township, Registration Division IQ, Province of Gauteng, being 2103 Mngadi Street, Jabulani, Soweto, measuring 261 (two hundred and sixty-one) square metres.

The property is zoned Residential.

The following information is furnish *re* the improvements, though in this respect nothing is guaranteed:

A detached single-storey brick-built residence, comprising of: Entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, water-closet, carport and water-closet.

Dated at Pretoria on this 31st day of January 2000.

Versfelds, c/o Van Dyk & Horn, Plaintiff's Attorneys, 782 Pretorius Street, Arcadia, Pretoria. (Tel. 468-2285/6.) (Fax. 468-2724.) (Ref. JS/AJ/779.)

Case No. 30395/99

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and FREDERIK ADRIAAN BOTHMA,
First Defendant, and ELLIE SCHEEPERS BOTHMA, Second Defendant**

Notice is hereby given that on 2 March 2000 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 180 Princess Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 21 January 2000, namely:

Certain: Erf 5911, Northmead Extension 4, Registration Division IR, Province of Gauteng.

Situated at: 7 Yellowwood Street, Northmead Extension 4, Benoni.

The following improvements (which are not warranted to be correct) exist on the property: Detached single-storey brick residence consisting of four bedrooms, two bathrooms, kitchen, lounge, dining-room, one other room and outbuildings comprised of double garage.

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 180 Princes Avenue, Benoni.

Dated at Boksburg on this 7th day of February 2000.

Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/H90343.)

Case No. 4032/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and WILLIAM LIDDELL, Defendant

Notice is hereby given that on 2 March 2000 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 180 Princess Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 11 April 1996, namely:

Certain: Erf 2288, Benoni, Registration Division IR, Province of Gauteng.

Situated at: 8 Fourth Avenue, Northmead, Benoni.

The following improvements (which are not warranted to be correct) exist on the property: Detached single-storey brick residence consisting of two bedrooms, bathroom, kitchen, lounge and outbuildings comprised of garage.

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 180 Princes Avenue, Benoni.

Dated at Boksburg on this 7th day of February 2000.

Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/H09085.)

Saak No. 4231/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **STANDARD BANK VAN SA BEPERK, Eksekusieskuldeiser, en GEORGE DANIEL RUTHVEN, en JOHANNA PHILIPPINA RUTHVEN, Eksekusieskuldenaar**

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 15 Julie 1999 sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 3 Maart 2000 om 10:00, by die kantore van die Landdroshof, Genl. Hertzogstraat, Vanderbijlpark:

Beskrywing: Erf 5, geleë in die dorpsgebied Vanderbijl Park Central West 6, Registrasieafdeling IQ, provinsie Gauteng, groot 925 (negehonderd vyf-en-twintig) vierkante meter.

Verbeterings: Woonhuis met buitegeboue.

Die straatadres van die eiendom is: Cowperstraat 9, CW 6, Vanderbijlpark.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die Akte/s van Transport, en sal verkoop word aan die hoogste bieder.

2. Die koper sal aan die Balju 10% van die koopprys betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van die verkoop vir die balans van die koopprys.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlins moet met die Eksekusieskuldeiser getref word vir die verkoping.

4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveel word.

Gedateer te Vereeniging op hierdie 4de dag van Februarie 2000.

M. M. P. Swanepoel, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell en Maraisgebou, Lesliestraat 21 (Posbus 83), Vereeniging. [Tel. (016) 421-4471.] (Verw. mev. Harmse/L. Erasmus.)

Case No. 12768/99

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

In the matter between **GBS MUTUAL BANK, Execution Creditor, and TSOLO DANIEL MAYA, Execution Debtor**

Pursuant to a judgment granted by the above Honourable Court on 12 October 1999 and a warrant of execution served on 24 January 2000, the undermentioned property will be sold by the Sheriff of the Magistrate's Court, Vereeniging, on Wednesday, 1 March 2000 at 10:00 at 34A Kruger Street, Vereeniging, to the highest bidder:

Certain Erf 856, Bedworth Park, in extent 1 487 square metres.

Improvements: None. (Hereinafter referred to as the property.)

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Bondholder, from date of sale to date of payment.

2. The purchaser shall be obliged to pay a deposit of 10% (ten per cent) of the price or four hundred rand (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or bank guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

3. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

The complete terms and conditions of the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Vereeniging.

Dated at Vereeniging on this 4th day of February 2000.

P. C. B. Luyt, for De Klerk, Vermaak & Partners Inc., Judgment Creditor's Attorneys, Overvaal, 28 Kruger Avenue, Vereeniging. (Tel. 421-3400.) (Fax 422-4418.) (Ref. WPP/Mrs Tennant/Z05469.)

Saak No. 2639/98

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en NGUGILE TITUS HADEBE, Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 26 Oktober 1998, sal die volgende eiendom in eksekusie verkoop word by die Baljukantore, Rotterdamweg 5, Evander, op Woensdag, 8 Maart 2000 om 12:00, aan die hoogste bieder, naamlik:

Erf 414, Lebohang Uitbreiding 5 Dorpsgebied, Registrasie Afdeling I.R., Gauteng, gehou kragtens Akte van Transport TL77149/89, groot 280 vk meter.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, verseker te word deur 'n goedgekeurde bankwaarborg gelewer te word binne 21 (een en twintig) dae daarna, asook 5% afslaerskommissie op die eerste R30 000,00 van die koopprys en 3% daarna met 'n maksimum kommissie van R7 000 en a minimum kommissie van R260,00, wat betaalbaar is met die toeslaan van die bod.

Die verkoopsvoorwaardes mag gedurende kantoorure by die Kantoor van die Balju, Evander, besigtig word.

Geteken te Secunda hierdie 3de dag van Februarie 2000.

Els Chester & Louw, Checkersgebou, Hoof Sakesentrum, Posbus 47, Secunda. [Tel. (017) 634-7788.] (Verw. mev. Louw/EH.)

Saak No. 90726/98

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en THUPEGO DORS MOLEYA, Eerste Eksekusieskuldenaar, en MAVIS NTSHENGEDZENI MOLEYA, Tweede Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 26 November 1998, sal die onderstaande eiendom op 2 Maart 2000 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Olivettihuis, 6de Vloer, Kamer 603A, h/v Schubart- en Pretoriusstrate, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 2288, Danville, Pretoria, Gauteng, geleë in die dorpsgebied van Danville, bekend as Danstraat 175, Danville, Pretoria, Gauteng.

Beskrywing: Woonhuis bestaande uit 3 slaapkamers, sitkamer, kombuis, 1 badkamer, 1 aparte toilet en eetkamer. Buitegeboue bestaan uit 1 garage, 1 bediendekamer en 1 toilet. Die eiendom is omhein met betonmure.

Verbandhouer(s): B19905/1997, NBS Bank.

Terme: Die verkoopsvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Pretoria-Wes, Olivettihuis, 6de Vloer, Kamer 603A, h/v Schubart- en Pretoriusstrate, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende: 'n Kontant deposito van 10% van die koopprys is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank of bougenootskap waarborg in 'n vorm aanvaarbaar vir Eiser se prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hierdie 9de dag van Februarie 2000.

Dyason, Eiser se Prokureurs, Dayson Ingelyf, Leopontgebou, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/C. Reynolds/VC1791.)

Aan: Die Balju, Landdroshof, Pretoria.

Saak No. 2226/99

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen THE BODY CORPORATE OF MANDARIN PLACE, Eksekusieskuldeiser, en N. E. MABOA, Eerste Eksekusieskuldenaar, en S. N. S. MABOA, Tweede Eksekusieskuldenaar

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 19 Mei 1999, sal 'n verkoping gehou word op 3 Maart 2000 om 10:00, by die Balju, Roodepoort Suid, van die ondervermelde eiendom onderworpe aan die voorwaardes wat by die baljukantoor, Roodepoort Suid, 10 Liebenbergstraat, Roodepoort, ter insae sal lê:

Deel 27, Erf 80, in die Deeltitelskema SS Mandarin Place, Skemanommer SS80/88, geleë te Lyonstraat, Discovery Uitbr. 9, Roodepoort, Registrasie Afdeling I.R., Provinsie Gauteng, ook bekend as 27 Mandarin Place, Lyon Straat, Discovery Uitbr 9, Roodepoort, gehou deur Eksekusieskuldenaar kragtens Akte van Transport No. ST41494/1997, en beswaar met Eerste Verbandnommer SB39068/1997, ten gunste van Transnet Limited.

Die eiendom bestaan uit: Binne perseel: 2 1/2 slaapkamers, 1 badkamer, kombuis en gang. Buite perseel: 1 (een) motorafdak.

Voorwaardes: 10% van die verkoopprijs en afslaersgelde in kontant op die dag van die verkoping, en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopsvoorwaardes kan ingesien word ten kantore van die Balju, Roodepoort Suid, 10 Liebenbergstraat, Roodepoort.

Gedateer te Roodepoort op hierdie 24ste dag van Januarie 2000.

Van der Merwe Stock & Steyn Ing., Van der Merwe Stock & Steyn House, 6A Goldmanstraat, Posbus 1329, Florida, 1710. (Tel. 472-4474.) (Verw. P. de Keijzer/avn/B51199.)

Aan: Die Balju van die Landdroshof, Roodepoort Suid.

Saak No. 703/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VOLKSRUST GEHOU TE VOLKSRUST

**In die saak tussen PLAASLIKE RAAD VOLKSRUST, Eksekusieskuldeiser, en
F. C. J. VAN EEDEN, Eksekusieskuldenaar**

Geliewe kennis te neem dat die ondergemelde eiendomme op 10 Maart 2000 om 09:30, voor die Landdroskantoor, Volksrust, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Volksrust, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Erf 946, Volksrust, Registrasie Afdeling H S, Mpumalanga, geleë te Kroghstraat 40, Volksrust.

Die eiendom is onverbeter.

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

Geteken te Volksrust, op hierdie 10de dag van Februarie 2000.

Coetzee Spoelstra & van Zyl Ing., Prokureurs vir Eksekusieskuldeiser, Laingsnekstraat 11, Posbus 86, Volksrust. (Tel. 01773-2081.)

Saak No. 229/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VOLKSRUST GEHOU TE VOLKSRUST

**In die saak tussen UNITRANS MOTORS (PTY) LTD, Eksekusieskuldeiser, en
DANI SAMUEL HADEBE, Eksekusieskuldenaar**

Geliewe kennis te neem dat die ondergemelde eiendomme op 10 Maart 2000 om 09:30, voor die Landdroskantoor, Volksrust, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Volksrust, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Erf 100, Charlestown, Registrasie Afdeling H S, geleë in die Ontwikkelingsgebied van Charlestown, Provinsie KwaZulu-Natal, groot 2 023 vierkante meter, geleë te Hunterstraat 100, Charlestown.

Die eiendom is verbeter met bewoonbare woonhuis (drie slaapkamers, sitkamer, eetkamer, kombuis en een badkamer) en enkel motorhuis.

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

Geteken te Volksrust, op hierdie 11de dag van Februarie 2000.

Coetzee Spoelstra & van Zyl Ing., Prokureurs vir Eksekusieskuldeiser, Laingsnekstraat 11, Posbus 86, Volksrust. (Tel. 01773-2081.)

CAPE • KAAP

Case No. 7752/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN****In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and Z. E. BABY, First Defendant, and N. L. BABY, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and a writ of execution dated 6 August 1992, the property listed hereunder will be sold in execution on Tuesday 7 March 2000 at 10:00 at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain: Erf 1188, Crossroads, in the City of Cape Town, Cape Division, Western Cape Province, and situated at Stand 1188, Crossroads, measuring 219 square metres, held under TL57309/89.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/dining-room/kitchen, two bedrooms and bathroom/toilet/handbasin.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society can be raised for an approved purchaser.

Dated at Goodwood this 14th day of December 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 12891/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN****In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and M. N. TSAMANE, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and a writ of execution dated 23 October 1992, the property listed hereunder will be sold in execution on Tuesday 7 March 2000 at 10:00 at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain: Erf 158, Crossroads, in the City of Cape Town, Cape Division, Western Cape Province, and situated at Stand 158, Crossroads, measuring 180 square metres, held under TL59064/89.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/dining-room, two bedrooms and bathroom/toilet/handbasin.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in the Mitchells Plain. A substantial building society can be raised for an approved purchaser.

Dated at Goodwood this 14th day of December 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 44230/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and Y. NGOYI, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Wynberg and a writ of execution dated 9 October 1991, the property listed hereunder will be sold in execution on Tuesday 7 March 2000 at 10:00 at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain: Erf 159, Crossroads, in the City of Cape Town, Cape Division, Western Cape Province, and situated at Stand 159, Crossroads, measuring 180 square metres, held under TL59701/89.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/dining-room/kitchen, two bedrooms and bathroom/toilet/handbasin.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full conditions of sale will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 14th day of December 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 30835/99

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and M. W. SONTEYA, First Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg and a writ of execution dated 26 October 1999, the property listed hereunder will be sold in execution on Tuesday 7 March 2000 at 10:00 at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain: Erf 447, Crossroads, in the City of Cape Town, Cape Division, Western Cape Province and situated at Stand 447, Crossroads, measuring 129 square metres, held under TL58352/98.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/dining-room/kitchen, two bedrooms and bathroom/toilet/handbasin.

Conditions of sale: The purchaser price will be payable as to a deposit in cash of 10% and the balance against transfer. The full conditions of sale will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 14th day of December 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 61349/91

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and N. G. MPITI, Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg and a writ of execution dated 11 February 1992, the property listed hereunder will be sold in execution on Thursday 9 March 2000 at 10:00 at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain: Erf 22401, Khayelitsha, situated in the City of Tygerberg, Cape Division, Western Cape Province and situated at Stand 22401 Khayelitsha, in extent 135 square metres, held under TL7539/90.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/dining-room/kitchen, two bedrooms and bathroom/toilet/handbasin.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full conditions of sale will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 5th day of November 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 61431/91

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and M. W. NTSHINGA, Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg and a writ of execution dated 30 December 1991, the property listed hereunder will be sold in execution on Thursday 9 March 2000 at 10:00 at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain: Erf 29572, Khayelitsha, situated in the City of Tygerberg, Cape Division, Western Cape Province and situated at Stand 29572, Khayelitsha, in extent 176 square metres, held under TL36036/90.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/dining-room/kitchen, two bedrooms and bathroom/toilet/handbasin.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full conditions of sale will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 5th day of November 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 2360/93

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

**In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and G. F. MAYEMBANA, First Defendant, and
N. B. BUNU, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and a writ of execution dated 9 March 1993, the property listed hereunder will be sold in execution on Thursday 9 March 2000 at 10:00 at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain: Erf 27686, Khayelitsha, situated in the City of Tygerberg, Cape Division, Western Cape Province and situated at Stand 27686, Khayelitsha, in extent 269 square metres, held under TL57454/90.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/dining-room/kitchen, two bedrooms and bathroom/toilet/handbasin.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full conditions of sale will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 5th day of November 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 12269/92

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

**In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and H. G. MAKHUBELA, First Defendant, and
M. N. MAKHUBELA, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Wynberg and a writ of execution dated 1 April 1992, the property listed hereunder will be sold in execution on Thursday 9 March 2000 at 10:00 at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain: Erf 23890, Khayelitsha, situated in the City of Tygerberg, Cape Division, Western Cape Province and situated at Stand 23890, Khayelitsha, in extent 113 square metres, held under TL63621/89.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/dining-room/kitchen, two bedrooms and bathroom/toilet/handbasin.

Conditions of sale: The purchaser price will be payable as to a deposit in cash of 10% and the balance against transfer. The full conditions of sale will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 5th day of November 1999.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 15982/98

IN THE MAGISTRATE'S COURT OF MITCHELLS PLAIN

ABSA BANK LIMITED versus LUKAS JULIES

The following property will be sold in execution in front of the Courthouse for the District of Mitchells Plain on Tuesday, 7 March 2000 at 10:00, to the highest bidder:

Erf 35905, Mitchells Plain, in extent 264 square metres held by T100152/1993, situated at 7 De Wet Street, Eastridge, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom.

2. *Payment:* Ten per centum of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale and the balance thereof against registration of transfer together with interest at the rate of 15,5% p.a., or the prevailing rate, on the full purchase price, calculated and capitalised monthly from date of sale to date of transfer and shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

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.

Cliffe Dekker Fuller Moore Inc (Incorporating Silberbauers), Attorneys for Plaintiff, 11th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town. (Ref. 194872/cs.)

Case No. 12973/97

IN THE MAGISTRATE'S COURT OF MITCHELLS PLAIN

ABSA BANK LIMITED versus MARIA MAGADLINE MATTHEWS (now COETZEE)

The following property will be sold in execution in front of the Courthouse for the District of Mitchells Plain on Tuesday, 7 March 2000, at 10:00, to the highest bidder:

Erf 358 Mitchells Plain, in extent 195 square metres, held by T59756/1989, situated at 40 Koorndorp Street, Westridge, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale and the balance thereof against registration of transfer together with interest at the rate of 15,5% p.a., or the prevailing rate, on the full price, calculated and capitalised monthly from date of sale to date of transfer and shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

4. *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.

Cliffe Dekker Fuller Moore Inc (Incorporating Silberbauers), Attorneys for Plaintiff, 11th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town. (Ref. 180831/cs.)

Case No. 5720/99

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

In the matter between BOE BANK LIMITED, Plaintiff, and ISMAIEL BERDIEN, First Defendant, and JUNAINA BERDIEN, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 12 May 1999, the property listed hereunder, and commonly known as 5 Envoy Street, Rocklands, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Tuesday, 7 March 2000 at 10:00 to the highest bidder:

Erf 11548 (Portion of Erf 17114), Mitchells Plain, situated in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 160 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey semi-detached residence built of blocks with tiled roof, comprising 2 bedrooms, lounge, kitchen, bathroom, toilet and single garage.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

The full conditions of sale will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 2 Mulberry Way, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 6th day of December 1999.

I. Broodryk, for Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 11th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2801.)

Case No. 19739/99

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

ABSA BANK LIMITED versus JAMES HOPE and MILLICENT-ANN HOPE

The following property will be sold in execution in front of the Courthouse for the District of Mitchells Plain on Tuesday, 7 March 2000, at 10:00, to the highest bidder:

Erf 8023, Mitchells Plain, in extent 176 square metres, held by T1062/1993, situated at 47 Bermuda Street, Portlands, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Semi-detached dwelling:* Lounge, kitchen, two bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale and the balance thereof against registration of transfer together with interest at the rate of 15,5% p.a., or the prevailing rate, on the full purchase price, calculated and capitalised monthly from date of sale to date of transfer and shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

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.

Cliffe Dekker Fuller Moore Inc (Incorporating Silberbauers), Attorneys for Plaintiff, 11th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town. (Ref. 203221/cs.)

Case No. 19105/99

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

ABSA BANK LIMITED versus DINA SEPTEMBER (now ROSE)

The following property will be sold in execution in front of the Courthouse for the District of Mitchells Plain on Tuesday, 7 March 2000, at 10:00, to the highest bidder:

Erf 41725, Mitchells Plain, in extent 220 square metres, held by T47467/96, situated at 24 Snowdown Road, Tafelsig, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale and the balance thereof against registration of transfer together with interest at the rate of 15,5% p.a., or the prevailing rate, on the full purchase price, calculated and capitalised monthly from date of sale to date of transfer and shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

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.

Cliffe Dekker Fuller Moore Inc (Incorporating Silberbauers), Attorneys for Plaintiff, 11th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town. (Ref. 202849/cs.)

Case No. 8160/99

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

In the matter between BOE BANK LIMITED, Plaintiff and PATRICK CHARLES CHRISTIAN, First Defendant, and LENIE CHRISTIAN, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 13 August 1999, the property listed hereunder, and commonly known as 53 Lords Road, Beacon Valley, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Tuesday, 7 March 2000 at 10:00 to the highest bidder.

Erf 34604 (portion of Erf 35328), Mitchells Plain, in the city of Cape Town, Cape Division, Province of the Western Cape, in extent 167 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey semi-detached residence built of brick under asbestos roof, comprising 2 bedrooms, lounge, dining-room, kitchen, bathroom and toilet.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 2 Mulberry Way, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 6th day of December 1999.

I. Broodryk, for Cliffe Dekker Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2856.)

Case No. 28483/97

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

In the matter between NBS BANK, a Division of NBS BOLAND BANK LTD, Plaintiff, and D. M. PETRO, First Defendant, and C. R. PETRO, Second Defendant

In pursuance of the warrant of execution of the above Honourable Court, the undermentioned property will be sold by Public Auction at the Bellville Magistrate's Court on Thursday, 2 March 2000 at 09:00:

Property: Erf 17352, Bellville, situated in the City of Tygerberg, Cape Division, Province of Western Cape, measuring 659 (six hundred and fifty-nine) square metres, held by Deed of Transfer T22400/90 and subject to the conditions contained therein.

Improvements (not guaranteed): Dwelling with outbuildings.

More specifically known as 16 Bignonia Crescent, Belhar.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrate's Court Act 32 of 1944, as amended, and the Title Deeds insofar as same are applicable.
2. The property will be sold "voetstoots" to the highest bidder.
3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Dated on 13th day December 1999.

Auctioneer for Plaintiff: Sheriff-Magistrate's Court, 29 Northumberland Road, Bellville.

Kruger and Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. HPMK/RM/NB0158.)

Case No. 25083/97

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

In the matter between NBS BANK LIMITED (now BOE BANK LIMITED), Plaintiff, and E. J. ECKARD, First Defendant, M. J. ECKARD, Second Defendant

In pursuance of the warrant of execution of the above Honourable Court, the undermentioned property will be sold by Public Auction at the Bellville Magistrate's Court on Thursday, 2 March 2000 at 09:00.

Property: Erf 27853, Bellville, in the City of Tygerberg, Cape Division, Province of the Western Cape, measuring 322 (three hundred and twenty-two) square metres, held by Deed of Transfer T32458/94 and subject to the conditions contained therein.

Improvements (not guaranteed): Dwelling with outbuildings.

More specifically known as 32 Swartland Crescent, Belhar.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrate's Court Act 32 of 1944, as amended, and the Title Deeds insofar as same are applicable.
2. The property will be sold "voetstoots" to the highest bidder.
3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Dated on 13th December 1999.

Auctioneer for Plaintiff: Sheriff, Magistrate's Court, 29 Northumberland Road, Bellville.

Kruger and Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. HPMK/RM/NB0153.)

Case No. 17666/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and DENZYL CRAIG SMITH, First Defendant, and SHAMIELAH SMITH, Second Defendant

In pursuance of a judgment in the above-mentioned Magistrate's Court and Writ of execution dated 22 October 1999, the following property will be sold in execution on 7 March 2000 at 10:00 to the highest bidder at the Mitchells Plain Magistrate's Court.

Erf 49136, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, in extent 276 square metres.

Street address: 35 Lusitania Road, Strandfontein, Mitchells Plain, held by Deed of Transfer T19494/1998.

The following improvements are reported but nothing is guaranteed: Free standing house, brick building, tiled roof, 3 bedrooms, toilet, bathroom, kitchen, lounge and garage.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act, the Rules made thereunder and of the Title Deed of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten per centum of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale and the balance against registration of transfer together with interest on the full purchase price at the rate of twenty per centum (20%) per annum (and in the event of the immovable property being subject to any claim preferent to that of the Plaintiff, then also the interest payable on such claim) calculated and capitalised monthly from date of sale to date of transfer, both dates inclusive, the said balance plus interest to be secured by a bank guarantee in a form acceptable to the Plaintiff's conveyancer to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale will be read out by the Sheriff of the Magistrate's Court, immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South.

Dated at Table View this 1st day of December 1999.

Miltons, Attorneys for Plaintiff, 48 Blaauwberg Road, Table View. (Ref. D. R. Welz/jh/21719.)

Case No. 3286/99

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and JOHANNES CHRISTIAN BREDELL, First Judgment Debtor, and PETROHANA BREDELL, Second Judgment Debtor

The undermentioned property will be sold in execution at the premises at 43 Morgenster Street, Strand on 8 March 2000 at 10:00:

Erf 9525, Strand, situated in the Helderberg Municipality, Division of Stellenbosch, Western Cape Province, in extent 708 (seven hundred and eight) square metres, comprising 3 bedrooms, kitchen, bathroom and lounge.

The sale shall be by Public Auction without reserve to the highest bidder, subject to the Magistrate's Court's Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Strand, and will be read out by the Auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/Lvs/K9.)

Case No. 2946/99

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and ANNETTE GREEN, Judgment Debtor

The undermentioned property will be sold in execution at the premises at 7 Fairways Close, Gordon's Bay on 8 March 2000 at 11:00.

Erf 5049, Gordon's Bay, situated in the Helderberg Municipality, Division of Stellenbosch, Western Cape Province, in extent 500 (five hundred) square metres, comprising 3 bedrooms, bathroom, lounge, kitchen and garage.

The sale shall be by Public Auction without reserve to the highest bidder, subject to the Magistrate's Court's Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Strand, and will be read out by the Auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/Lvs/K481.)

Saak No. 2109/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK, Eiser, en RICHARD PETER WILSNACH, en BARBARA ISABELL. WILSNACH, Verweerders

Ten uitvoering van die vonnis van die Landdroshof, Kuilsrivier gedateer 29 April 1999 sal die onroerende goed hieronder beskryf op 6 Maart 2000 om 09:00 by die Landdroskantoor, Kuilsrivier, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Bekend as Flamboyantweg 89, Beverley Park, Eersterivier.

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

Erf 3787, Eersterivier, gehou Transportakte T40056/1989, groot 365 vierkante meter.

Verkoopsvoorwaardes:

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

2. Een tiende van die koopprys tesame met rente daarop teen 22% per jaar vanaf datum van verkoping tot op datum van registrasie van die oordrag. Die koper moet voorts binne 14 (veertien) dae na die verkoping die vonnisskuldeiser voorsien van 'n bank- of bougenootskapswaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Goodwood op hierdie 5de dag van Januarie 2000.

A. Van Rhyn, for Steyn & Van Rhyn, Prokureurs vir Eiser, Voortrekkerweg 45, Goodwood.

Saak No. 35044/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen ABSA BANK, Eiser, en CHARLES PETER PEACHEY en MEREZE PEACHEY, Verweerders

Ten uitvoering van die vonnis van die Landdroshof, Bellville, gedateer 9 November 1999, sal die onroerende goed hieronder beskryf op 7 Maart 2000 om 12:30 by die Persele, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Bekend as Loumar Hof 18, Fordstraat, Bellville.

Verbeterings: (maar nie gewaarborg) Woonstel, Tweede Verdieping, kombuis, slaapkamer, badkamer en toilet en motorhuis nommer 16.

Erf: Dele 15 en 33 soos getoon en volledig beskryf op Deelplan SS237/92 in die skema bekend as Loumar, gehou kragtens ST14314/97, groot 42 (Deel 15) vierkante meter en 87 (Deel 33) vierkante meter.

Verkoopsvoorwaardes:

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

2. Een tiende van die koopprys tesame met rente daarop teen 16.50% per jaar vanaf datum van verkoping tot op datum van registrasie van die oordrag. Die koper moet voorts binne 14 (veertien) dae na die verkoping die vonnisskuldeiser voorsien van 'n bank- of bougenootskapswaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Goodwood op hierdie 5de dag van Januarie 2000.

A. Van Rhyn, for Steyn & Van Rhyn, Prokureurs vir Eiser, Voortrekkerweg 45, Goodwood.

Saak No. 12397/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK, Eiser, en BENVENUTE SUSARA FREDERICKS en SHAWN MARTIN WILLIAMS, Verweerders

Ter uitvoering van die vonnis van die Landdroshof, Kuilsrivier gedateer 3 Desember 1999 sal die onroerende goed hieronder beskryf op 6 Maart 2000 om 09:00 by die Landdroskantoor, Kuilsrivier, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Bekend as 76A, Ultra Avenue, Bernadino Heights, Kraaifontein.

Verbeterings: (maar nie gewaarborg) 'n Baksteen woonhuis met teëldak bestaande uit 'n kombuis, sitkamers, twee slaapkamers, badkamer en toilet.

Erf 2764, Scottsdene, gehou Transportakte T80779/95, groot 250 vierkante meter.

Verkoopsvoorwaardes:

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

2. Een tiende van die koopprys tesame met rente daarop teen 17,50% per jaar vanaf datum van verkoping tot op datum van registrasie van die oordrag. Die koper moet voorts binne 14 (veertien) dae na die verkoping die vonnisskuldeiser voorsien van 'n bank- of bougenootskapswaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Goodwood op hierdie 5de dag van Januarie 2000.

A. Van Rhyn, for Steyn & Van Rhyn, Prokureurs vir Eiser, Voortrekkerweg 45, Goodwood.

Saak No. 12357/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen OOSTELIKE MUNISIPALITEIT ADMINISTRASIE KRAAIFONTEIN, Eiser, en M V LOTTERING,
Verweerder**

Kragtens 'n uitspraak van bogemelde Agbare Hof en Lasbrief tot Eksekusie, sal die ondervermelde onroerende eiendom per Openbare Veiling verkoop word op 3 Maart 2000 om 12:30 op die perseel geleë te Steytlerstraat 198, Kraaifontein.

Die onroerende eiendom te koop, staan bekend as Erf 717, Kraaifontein in die gebied van die Oostenberg Munisipaliteit, Afdeling Paarl, Provinsie Wes-Kaap, groot 496 (vier honderd ses en negentig) vierkante meter, gehou kragtens Transportakte T16461/1990, synde 'n woning bestaande uit 'n teeldak, 3 slaapkamers, kombuis, sitkamer, badkamer en toilet.

Verkoopsvoorwaardes

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalinge van die Wet op Landdroshowe, 32 van 1944, soos gewysig, asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Een tiende ($\frac{1}{10}$) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen die koers bepaal deur Ordonnansie 20 van 1974 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 verpking, Vonnisskuldeiser voorsien van 'n bank- of bouverenigingswaarborg vir behoorlike nakoming van al sy verpligtinge onder die Verkoopsvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Afslaer, I. J. Hugo, Balju Landdroshof, Northumberlandstraat 29, Bellville.

Geteken te Kraaifontein op hierdie 17de dag van Desember 1999.

J. H. Korsten, vir Potgieter & Fourie, Brightonweg 50, Kraaifontein. (Verw. JHK/zb/Z06404.)

Case No. 20436/99

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

**In the matter between ABSA BANK LIMITED, THIBAUT, Plaintiff, and HERMANN ROBERTS, First Defendant, and
KATHLEEN HESTER ROBERTS, Second Defendant**

The following property will be sold in execution Mitchells Plain Court House on the 14 March 2000 at 10:00, to the highest bidder.

Erf 25838, Mitchells Plain, measuring one hundred and eighty four square metres, situated at 20 Tambotie Street, Eastridge, Mitchells Plain, held by Title Deed T41074/97.

Property discription: A semi-detached residential dwelling under a tiled roof consisting of 3 bedrooms, lounge, kitchen, bathroom and toilet.

1. The following improvements are reported but not guaranteed:
 2. *Payment:* A deposit of ten percentum of the purchase price must be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 16.5% p.a. calculated on the Judgment Creditor's claim from the date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.
 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
 4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff, Mitchells Plain.
- Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel. 418-2020) (Ref. COL/BBS/Z05186.)

Saak No. 35940/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en LEONARD SIEBRITS, Eerste Eksekusieskuldenaar, en CYNTHIA RHODA SIEBRITS, Tweede Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros van Bellville en Lasbrief vir Eksekusie teen goed gedateer 15 November 1999, sal die ondervermelde eiendom op 25 Februarie 2000 om 13:00 te Duet Slot 7, Rosendal, Bellville aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere Erf 31748, Bellville, in die Munisipaliteit van Bellville, Afdeling Kaap, in die Provinsie Wes-Kaap, groot 1041 vierkante meter, gehou kragtens Transportakte T97640/1997.

Bestaande uit: Drie slaapkamers, twee badkamers, sitkamer, eetkamer en kombuis (huis nog in aanbouing—geen matte of teëls).

Straatadres: Duet Slot 7, Rosendal, Bellville.

1. Die eiendom sal aan die hoogste bieder verkoop word, sonder reserwe, welke verkoping onderhewig sal wees aan die terme en voorwaardes van die Wet op Landdroshowe (Wet 32 van 1944), die reëls daarvolgens uitgevaardig, en die terme en voorwaardes vervat in die huidige Titelakte van die eiendom.

2. *Betaling:* 'n Deposito van 10 (tien) persent van die koopprijs sal deur die koper aan die Balju gemaak word ten tye van die verkoping in kontant, of deur middel van 'n bankgewaarborgde tjek. Die volle balans van die koopprijs (plus rente teen die heersende koers van 15,5 persent per jaar, maandeliks gekapitaliseer, bereken op die volle koopsom vanaf datum van verkoping tot datum van registrasie van transport) sal betaal word teen registrasie van transport, welke bedrag verseker moet word deur 'n goedgekeurde bank of bouvereniging waarborg wat voorsien moet word binne 14 (veertien) dae vanaf datum van verkoping.

3. Die verkoopvoorwaardes sal, onmiddellik voor die verkoping, deur die Balju of Afslaer uitgelees word, en kan geïnspekteer word by die kantoor van die Balju vir die Landdroshof te Bellville.

Gedateer te Kaapstad op 21 Desember 1999.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Vloer, Nr. 1 Thibaultplein, Kaapstad, (Verw. DJ Nel/LVT/J3680.)

Saak No. 1366/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen A. J. STUURMAN, Eksekusieskuldeiser, en LE ROYU MELVIN STUURMAN, Eerste Eksekusieskuldenaar, en JOA STUURMAN, Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou op 28 Februarie 2000 om 10:00 op die perseel.

Erf 460, Kuilsrivier, geleë in die Oostenberg Munisipaliteit, Afdeling Kaap, Provinsie Wes-Kaap, groot 712 vierkante meter, gehou kragtens Transportakte T55796/95, ook bekend as Janastraat 20, Sarepta, Kuilsrivier.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die wet op Landdroshowe 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 14% per jaar, betaal te word teen registrasie van oordrag wat onderwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): *Hoofgebou*: Baksteengebou met sinkdak bestaande uit 3 slaapkamers, kombuis, sitkamer en badkamer. *Buitegebou*: Enkel Motorhuis.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 8ste dag van Desember 2000.

A. J. Marais, vir Marais Müller Ingelyf, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Saak No. 7831/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen BOLAND BANK BEPERK, Eiser, en FAZAL MOHAMOOD, Eerste Verweerder, en NAZIER MOHAMOOD, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde agbare hof gedateer 25 Mei 1995, sal die Eerste Verweerder se hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag 2 Maart 2000 om 09:00 voor die Landdroskantoor Voortrekker, Bellville, 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 20229, Bellville, in die Stad Tygerberg, Afdeling Kaap, Provinsie van die Wes-Kaap geleë te Blouesliesirkeel 17, Belhar, groot 798 vierkante meter, gehou kragtens Transportakte T15213/89.

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

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. I. J. Hugo, Northumberlandweg 29, Bellville (Tel. 948-8326.)

Betaalvoorwaardes: Tien persent van die koopprys van die eiendom onmiddellik na die veiling tesame met die Afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 20% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, mnr. I. J. Hugo, Northumberland 29, Bellville (Tel. 948-8326).

Gedateer op 14 Desember 1999.

Fourie Basson & Veldtman, Toplinhuis, Voortrekker 219, Parow. (Verw. JF/LA/B3125.)

Case No. 2484/99

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

In the matter between ABSA BANK LIMITED, Execution Creditor versus ANTHONY DAVID ARENDSE, First Execution Debtor, and VERONICA RITA ARENSE, Second Execution Debtor

The following property will be sold in execution by public auction held at Mitchells Plain Magistrate's Court, to the highest bidder on 29 February 2000 at 10:00.

Erf 1527, Mitchells Plain, in the city of Cape Town, Division Cape, Western Cape Province, in extent 144 (one hundred and forty-four) square metres, held by Deed of Transfer T123649/97, situated at 10 Saddle Close, Westridge, Mitchells Plain.

Conditions of sale:

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

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

3. **Payment:** Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 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 guaranteed within fourteen (14) days of the date of sale.

Date of Cape Town on this 29th day of November 1999.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

Saak No. 992/99

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen HARRISMITH MUNISIPALITEIT, Eiser, en L. J. MOHALE, Verweerder

Kragtens 'n vonnis by verstek en 'n lasbrief vir eksekusie teen onroerende goed bogemelde Agbare Hof gedateer 15 September 1999 sal die onderstaande eiendom op 10 Maart 2000 om 09:00 te die Balju kantore, Southeystraat, Harrismith in eksekusie geregteik aan die hoogste bieder verkoop word, naamlik:

Die Verweerder se reg, titel en belang in Erf 566, geleë te Tshiame A, distrik Harrismith.

Die volledige verkoopvoorwaardes lê ter insae by die Balju vir die Landdroshof, Harrismith (05862) 30703.

Geteken te Harrismith op hierdie 20ste dag van Januarie 2000.

Balju vir die Landdroshof, Harrismith.

Cloete en Neveling, Prokureur vir Eiser, Southeystraat 29A, Harrismith, 9880. (Verw. P G van Wyk/dt/HZ296.)

Saak No. 7359/98

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

In die saak tussen ABSA BANK BEPERK, Eiser, en J. A. BULL, Eerste Verweerder, en V. G. BULL, Tweede Verweerder

Die volgende eiendom sal in eksekusie verkoop word by die Landdroshof van Mitchells Plain op 7 Maart 2000, om 10:00, aan die hoogste bieder.

Erf 3972, Mitchells Plain, geleë in die Stad van Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 220 (tweehonderd-en-twintig) vierkante meter, gehou kragtens Transportakte T53850/97.

Straataadres: Victoria 4, Portlands, Mitchells Plain.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: 'n Losstande baksteen woning met teëldak bestaande uit 3 slaapkamers, "ons suite", stort, 2 toilette, 2 badkamers, oopplan kombuis, sitkamer, bediende kwartiere en motorhuis.

2. *Betaling:* 10 % (tien per sentum) van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans (plus rente teen die heersende ABSA Bank verbandkoers bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag) teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping afgelewer moet word.

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 veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Gedateer te Kaapstad hierdie 3de dag van Desember 1999.

H. J. Swart, vir De Klerk & Van Gend, Prokureurs vir Eiser, Volkskasgebou, Adderleystraat, Kaapstad.

Saak No. 9539/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eiser, en SAUL JACOBUS HARRIS, Eerste Verweerder, en SHARON VERA HARRIS, Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op 6 Maart 2000 om 09:00 te Landdroshof, Jan van Riebeeckweg, Kuilsrivier.

Erf 3847, Eersterivier, geleë in die Munisipaliteit Oostenberg, Afdeling Stellenbosch, Provinsie van die Wes-Kaap, groot 357 vierkante meter, gehou deur die Verweerders kragtens Transportakte T62830/96 en beter bekend as Deodastaat 6, Beverley Park, Eersterivier.

Verkoopvoorwaardes.

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

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 15.50% per annum op die bedrag van die Eiser se eis, en die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis en op die balans, indien enige, is 15.50% per annum, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n bestaande uit drie slaapkamers, een sitkamer, een kombuis, asook een badkamer.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier en die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 21ste dag van Januarie 2000.

T. R. de Wet, vir Marais Müller Ing, Prokureur vir Eiser, 19de Vloer, Cartwright's Corner Gebou, Adderleystraat, Kaapstad.
(Verw. T R de Wet/ms/Z03660.)

Case No. 2529/99

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and DARREL RONALD MAJIET, First Defendant, and
JANICE KATHLEEN MAJIET, Second Defendant**

Pursuant to the judgment of the above Court granted on 16 February 1999 and a writ of execution issued thereafter, the undermentioned property will be sold in execution on Thursday, 2 March 2000 at 12:00, on site being 44 Chad Road, Retreat, to the highest bidder:

Erf 156289, Cape Town at Retreat, in the South Peninsula Municipality, Division of Cape, Western Cape Province, in extent 119 (one hundred and nineteen) square metres, held by Deed of Transfer T5481/97.

Street address: 44 Chad Road, Retreat.

The following improvements are situated on the property, although in this respect nothing is guaranteed: Single brick dwelling under a tiled roof consisting of two bedrooms, bathroom, lounge and kitchen.

Conditions of sale: 10% of the purchase price and Sheriff of the Magistrate's Court charges in cash or by means of a bank-guaranteed cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by bank guarantee to be furnished within 14 (fourteen) days from date of sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, District of Wynberg, 9 Electric Road, Wynberg.

Signed at Cape Town on this 20th day of January 2000.

D. J. Lloyd, for Walkers Inc., Plaintiff's Attorneys, 15th Floor, Pleinpark Building, Plein Street, Cape Town.
(Ref. DJL/SM/gm/W72042.)

Case No. 14736/98
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 TREVOR JOHN SNYDERS,
First Defendant, SANDRA SNYDERS, Second Defendant, and ANNALINE CAROLUS, Third Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Goodwood Magistrate's Court, on 2 March 2000 at 09:30, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 5 Epping Avenue, Elsie's River:

Erf 28058, Goodwood, situated in the City of Tygerberg, Cape Division, Province of the Western Cape, in extent 229 square metres, and situated at 10 Faure Street, Belvenie Estate, Elsie's River.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 75 square metre main dwelling consisting of a lounge, kitchen, three bedrooms and a bathroom with water-closet.

Terms:

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

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand), minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town on this 20th day of January 2000.

William Inglis, Plaintiff's Attorneys, Second Floor, 101 St George's Mall, Cape Town, 8001; P.O. Box 67, Cape Town, 8000.
(Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax (021) 423-0510.] (Ref. W. D. Inglis/cs/S3206/6903.)

Case No. 1400/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MAGARITE WILLIAMS, Defendant

In pursuance of a judgment granted on 3 March 1999, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 6 March 2000 at 09:00, at Kuils River Court-house:

Property description: Erf 354, Hagley, situated in the area of the Eastern Substructure, Stellenbosch Division, Province of the Western Cape, in extent 471 (four hundred and seventy-one) square metres, held by Deed of Transfer T84904/94, situated at 4 Swallow Walk, Hagley.

Improvements: Dwelling: Three bedrooms, lounge, kitchen and bathroom/toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 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 15,50%, 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 14 (fourteen) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Parow on this 21st day of January 2000.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0482/5/WS/Irma Otto.)

Case No. 10047/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between EAST LONDON TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and
M. A. MYEKISO, Execution Debtor**

In pursuance of a judgment granted on 5 May 1999, in East London Magistrate's Court and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1 March 2000 at 09:00, to the highest bidder:

Place of sale: Magistrate's Court, Buffalo Street, East London.

Description: Erf 32936, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape (1 Thorn Bush Place, Braelyn, East London), in extent 361 (three six one) square metres, held by Deed of Transfer T5818/1996.

Improvements: Dwelling.

Conditions of sale:

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

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

4. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

5. The above information is furnished but not guaranteed.

Dated at East London on this 20th day of January 2000.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (043) 743-3700.] (Ref. Ms Baker/ab/ELTLC/Z22574.)

Case No. 15292/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between EAST LONDON TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and
P. G. MBANE, Execution Debtor**

In pursuance of a judgment granted on 15 March 1999, in East London Magistrate's Court and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1 March 2000 at 09:00, to the highest bidder:

Place of sale: Magistrate's Court, Buffalo Street, East London.

Description: Erf 39466, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape (9 Lyndhurst Road, East London), in extent 307 (three one seven) square metres, held by Deed of Transfer T4108/1993.

Improvements: Dwelling.

Conditions of sale:

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

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

4. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

5. The above information is furnished but not guaranteed.

Dated at East London on this 21st day of January 2000.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (043) 743-3700.] (Ref. Ms Baker/ab/ELTLC/Z21268.)

Case No. 21117/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between EAST LONDON TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and EDWARD METH,
First Execution Debtor, and DOROTHY PATRICIA METH, Second Execution Debtor**

In pursuance of a judgment granted on 27 July 1999 in East London Magistrate's Court and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1 March 2000 at 09:00, to the highest bidder:

Place of sale: Magistrate's Court, Buffalo Street, East London.

Description: Erf 27798, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape (4 Bond Street, East London), in extent 248 (two four eight) square metres.

Improvements: Dwelling and toilet.

Held by Deed of Transfer No. T5352/1992.

Conditions of sale:

1. The properties are sold "voetstoots" in terms and conditions of the Magistrate's Court Act and subject to the provisions of the title deeds.

2. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's Attorneys within 14 (fourteen) days of the sale.

3. Transfer shall be affected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

4. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and will be read out by the auctioneer at the sale.

5. The above information is furnished but not guaranteed.

Dated at East London this 21st day of January 2000.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (043) 743-3700.] (Ref. Ms Baker/ab/ELTLC/Z24623.)

Case No. 33688/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and NIGEL ANTHONY PASCAL, First Defendant, and JESSICA GERALDINE PASCAL, Second Defendant

The following property will be sold in execution Unit 30, Asrin Mews, Sussex Road, Wynberg on site on 3 March 2000 at 10:00, to the highest bidder:

Property description: Section No. 30 as shown and more fully described on Sectional Plan No. SS377/1995 in the scheme known as Asrin Mews in respect of the land and building or buildings situate at Wynberg, more commonly known as 30 Asrin Mews, Sussex Road, Wynberg, Municipality of South Peninsula of which the floor area, according to the said sectional plan is fifty eight (58) square metres in extent, situate at 30 Asrin Mews, Sussex Road, Wynberg, held by Title Deed TST11246/97.

1. The following improvements are reported but not guaranteed:

2. *Payment:* A deposit of ten per centum of the purchase price must be paid in cash or by Deposit-taking Institution guarantee cheque at the time of the sale and the balance (plus interest at the current rate of 16% 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, Wynberg.

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel. No. 418-2020.) (Reference. COL/BBS/Z05157.)

Case No. EL312/99

E.C.D. Case No. 511/99

IN THE HIGH COURT OF SOUTH AFRICA

(East London Circuit Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED (Reg. No. 62/00738/06), Plaintiff, and MKHALELWA MAZIBUKO, First Defendant, and THANDIWE DODO DORCAS MAZIBUKO, Second Defendant

In pursuance of a judgment granted in the High Court (East London Circuit Local Division) and writ of execution dated 11 October 1999 by the above Honourable Court, the following property will be sold in execution on Friday, 3 March 2000 at 09:00, by the Sheriff of the Court, at:

Erf 1721, Beacon Bay, commonly known as 18 Flamingo Crescent, Beacon Bay, East London, in extent 1 114 square metres, held by Deed of Transfer No. T4959/1996.

The property consists of usual buildings/outbuildings but nothing is guaranteed.

Description: 12 no. of rooms, 3 living rooms, 3 bedrooms, 2 bathrooms, 2 wc/whb, 1 scullery, 1 study, 2 garages, 1 bathroom and 1 servants quarters.

Conditions of sale:

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the High Court Rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be payable as to a deposit in cash of 10% and the balance against transfer.

3. A substantial loan can be raised for an approved purchaser with prior approval.

4. Conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected in his office at Unit 43, Frame Park, Phillip Frame Road, Chiselhurst, East London.

The Plaintiff or the Plaintiff's Attorneys and/or the Sheriff of the Court do not guarantee any improvements or information.

Signed at East London on this 24 January 2000.

Drake Flemmer & Orsmond Inc., Tewkesbury House, 22 St James Road, Southernwood, East London. (Ref. M. B. Orsmond/RW/S1043/27S087198.)

Case No. 1061/98

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

In the matter between NBS BOLAND BANK LTD (a Division of BOE Bank Ltd, Reg. No. 51/00847/06), Plaintiff, and JOHAN JOHANNES HARMSE, First Defendant, and BERTHA RACHEL HARMSE, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 23 April 1998, the undermentioned property will be sold in execution at the Magistrate's Court, Kuils River, on Friday, 3 March 2000 at 09:00:

Erf 2457, Eerste River, situate in the Oostenberg Municipality, Cape Division, Province Western Cape, measuring 377 (three hundred and seventy-seven) square metres, held by Deed of Transfer No. T.13041/91, and comprising of lounge, two bedrooms, bathroom, toilet and kitchen, and known as 37 Waratah Street, High Places, Eerste River.

Conditions of sale:

1. The purchase price shall be paid as to 10% (ten percent) thereof in cash on the signing of the conditions of sale.
2. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 21st day of January 2000.

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

Case No. 39180/99

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

FBC FIDELITY BANK LIMITED (formerly t/a FUTURE BANK CORPORATION LIMITED), versus NONTOBKO EUNICE SUME (ID 5607160798085)

The following property will be sold in execution at the entrance, New Law Courts, North End, Port Elizabeth, on Friday, 3 March 2000 at 14:15, to the highest bidder:

Erf 13417, Motherwell, situated in the Municipality of Port Elizabeth, Division of Uitenhage, Eastern Cape Province, in extent 200 square metres, held by Deed of Transfer No. T70846/98, situate at 275 Ngwevana Street, Motherwell NU9, Port Elizabeth.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, 2 bedrooms and bathroom.
2. *Payment:* Ten per centum of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,500% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

D. F. Ferreira, for Goldberg & De Villiers, Attorneys for Judgment Creditor, 13 Bird Street, Port Elizabeth. (Ref. Mr D. Ferreira/ejr.)

Case No. 12699/99

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

In the matter between FIRSTRAND BANK LIMITED (formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and ANDREW ANDRIES PULEN, First Defendant, and LIESBET PULEN, Second Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the Magistrate's Court, Kuils River, on Friday, 10 March 2000 at 09:00, namely:

Erf 3058, Blue Downs, situated in the Oostenberg Municipality, Stellenbosch Division, Province of the Western Cape, in extent 350 (three hundred and fifty) square metres, held by Deed of Transfer T29842/1991, also known as 36 Washington Street, Malibu Village, Eerste River.

Which property is said, without warranty as to the correctness thereof, to comprise three bedrooms, lounge, kitchen, bathroom, toilet and tiled roof.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The balance (plus interest at the current rate of 15,5% per annum, subject to change, 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 complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town on this 20th day of January 2000.

Auctioneer: The Sheriff of the Court, Docex 14, Bellville.

Lindsay & Associates, Attorneys for Plaintiff, 56 Shortmarket Street, Cape Town, 8001. (Tel. 423-7300.) (Ref. Mrs Waters/jm.)

Case No. 24604/99

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

**In the matter between THE STANDARD BANK OF S.A. LIMITED, Execution Creditor, and
W. C. DU TOIT, First Execution Debtor, and A. COETZER, Second Execution Debtor**

In execution of a judgment of the Magistrate's Court for the District of Port Elizabeth dated 28 September 1999 and in pursuance of an attachment in execution dated 5 October 1999, a sale by public auction will be held by the Sheriff for the Magistrate's Court, at the front entrance of the new Law Courts, North End, Port Elizabeth, on Friday, 3 March 2000 at 14:15 of the following immovable property situated at 65 Carden Street, Redhouse, Port Elizabeth:

Zoned: Residential; being Erf 156, Redhouse, in the Municipality of Port Elizabeth, Division of Uitenhage, Eastern Cape Province, in extent 1 733 square metres, held by Willem Charles du Toit, under Deed of Transfer No. T95644/97, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single-storey detached conventional dwelling consisting of living-room, three bedrooms, kitchen, two bathrooms, double garage, servant's room and store-room.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Port Elizabeth (north).

Terms: 10% of the purchase price and 5% Sheriff's (auctioneer's) charges up to R30 000 and thereafter 3% to a maximum of R7 000 with a minimum of R260 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within fourteen (14) days from date of the sale.

Dated at Uitenhage on this 25th day of January 2000.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 Aloe Centre, Caledon Street, Uitenhage. (Ref. L. Butlion/l.s.)

Case No. 8819/99

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and NICOLAAS DE BRUYN,
First Defendant, and ANET DE BRUYN, Second Defendant**

In pursuance of a judgment granted against the Defendant by the Honourable Court on 3 September 1999 and a warrant of execution issued thereto, the undermentioned immovable property described as:

Erf 1158, Hagley, situated in the Oostenberg Municipality, Stellenbosch Division, in the Province of the Western Cape, extent 325 (three hundred and twenty-five) square metres, held by Deed of Transfer T31545/1994, being 4 Merlin Crescent, Camelot, Kuils River, will be sold in execution at the Court on Monday, 6 March 2000 at 09:00.

The said property has the following improvements (but not guaranteed): Two bedrooms, lounge, kitchen, bathroom and toilet.

The conditions of sale may be inspected at the offices of the Sheriff of Kuils River.

Dated at Cape Town on this 12th day of January 2000.

A. S. Hurter, for Truter & Hurter Incorporated, Attorneys for Judgment Creditor, Fifth Floor, Dumbarton House, 1 Church Street, Cape Town. (Ref. ASH/ag/24223.)

Case No. 15227/98
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 THE TRUSTEES FOR THE TIME BEING OF THE ARAVI FAMILY TRUST, 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 4 Latvan Road, Rylands, at 14:00, on 8 March 2000, 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, 9 Electric Road, Wynberg:

Erf 36694, Cape Town at Athlone, situated in the City of Cape Town, Division Cape, Western Cape Province, in extent 496 square metres, and situated at 4 Latvan Road, Rylands.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 363 square metre main dwelling consisting of a living room, lounge, kitchen, 7 bedrooms, bathroom with water closet, 4 water closets with showers and a 17 square metre outbuilding consisting of 2 garages, servant's quarters and a water closet.

Terms:

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

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000,00 (seven thousand rand). Minimum charges R260,00 (two hundred and sixty rand).

Dated at Cape Town this 24th day of January 2000.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St George's Mall, Cape Town, 8001; P.O. Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax (021) 423-0510.] (Ref. W. D. Inglis/cs/S3224/6925.)

Case No. 11683/99
PH 255

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and IRVIN JACOBS, First Defendant, and RHODA NAOMI JACOBS, Second Defendant

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Kuils River Magistrate's Court, at 09:00, on 3 March 2000, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 29 Northumberland Avenue, Bellville:

Erf 4182, Eerste River, situated in the Local Area of Melton Rose, Administrative District of Stellenbosch, in extent 447 square metres, and situated at 11 Juliet Close, Stratford Park, Eerste River.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 55 square metre main dwelling consisting of a lounge, kitchen, 2 bedrooms and a bathroom with water closet.

Terms:

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

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000,00 (seven thousand rand). Minimum charges R260,00 (two hundred and sixty rand).

Dated at Cape Town this 24th day of January 2000.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St George's Mall, Cape Town, 8001; P.O. Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax (021) 423-0510.] (Ref. W. D. Inglis/cs/S3820/7733.)

Case No. 20240/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
SHARON GOLDEN, Defendant**

In pursuance of a judgment of the above Honourable Court dated 9 November 1999 and an attachment, the following property will be sold in front of the Court-house of the District, being the New Law Courts, North End, Port Elizabeth, by public auction on Friday, 3 March 2000 at 14:15, to the highest bidder:

Erf 5003, Bethelsdorp, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape, in extent 498 (four hundred and ninety eight) square metres, situated at 15 Fondeling Street, Bethelsdorp, Extension 22, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property to be sold is a single storey brick dwelling under a tiled roof, consisting of a lounge, dining room, kitchen, three bedrooms, a bathroom, shower and toilet, with detached outbuilding, being a garage.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court West, 38 North Street, North End, Port Elizabeth.

Terms: 10% on date of sale, the balance including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty one) days of sale.

Sheriff's charges: (5% on the first R30 000,00 and thereafter 3% to a maximum of R7 000,00 with a minimum of R260,00, plus VAT), are also payable on date of sale.

Dated at Port Elizabeth on this 21st day of January 2000.

Selwyn Solomon & Company, Plaintiff's Attorneys, Second Floor, First National Bank Building, 582/6 Govan Mbeki Avenue, North End, Port Elizabeth.

Case No. 2076/99
PH 255

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and NICHOLAS STEPHANUS CORNELIUS SCHOEMAN, First Defendant, and ANNELIE MAGDALENA ELIZABETH SCHOEMAN, 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 6 Voortrekker Road, Springbok, at 10:00, on 3 March 2000, of the under-mentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 12 Unie Street, Springbok:

Remainder Erf 79, Springbok, in the Municipality of Springbok, Division Namakwaland, Province of the Northern Cape, in extent 1 103 square metres, and situated at 6 Voortrekker Road, Springbok.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A 310 square metre main dwelling consisting of a living room, lounge, 4 bedrooms, 2 bathrooms with water closets and a 220 square metre outbuilding consisting of 7 garages, servants quarters, 2 water closets and 2 stores.

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 R260,00 (two hundred and sixty rand).

Dated at Cape Town this 25th day of January 2000.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St George's Mall, Cape Town, 8001; P.O. Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax (021) 423-0510.] (Ref. W. D. Inglis/cs/1127/5975.)

Case No. 8086/99

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

In the matter between ABSA BANK LIMITED, formerly t/a UNITED BANK, Plaintiff (Execution Creditor), and LUNGISA LYPHUS LOUIS VUSO, First Defendant (First Execution Debtor), and NONCEBA CHRISTINA VUSO, 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 July 1999, a sale in execution will take place on Friday, 3 March 2000 at 09:00, at the Goodwood Magistrate's Court, of:

Certain Erf 3519, Langa, in the City of Cape Town, Cape Division, Western Cape Province, situated at 5 Nkomo Street, Settlers Way, Langa, Cape, measuring 447 (four hundred and forty seven) square metres, held by the Execution Debtor under Deed of Transfer T75933/88.

The property is a single storey dwelling of brick walls under tiled roof comprising approximately open plan, one lounge, one diningroom, one kitchen, three bedrooms and one and a half bathrooms.

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 per cent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance thereof together with interest at the rate of twenty percent (20%) per annum calculated on the amount of the Plaintiff's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Goodwood who shall be the auctioneer.

Dated at Cape Town this 24th day of January 2000.

MacCallums Inc., T. A. Goldschmidt, Execution Creditor's Attorneys, 2nd Floor, 35 Wale Street, Cape Town, 8001. (Ref. TAG/KD/V63349.)

Saak No. 501/99

IN DIE LANDDROSHOF VIR DIE DISTRIK PIKETBERG GEHOU TE PIKETBERG

In die saak tussen BOE BANK BEPERK, Eksekusieskuldeiser, en HELENE NEL, Eksekusieskuldenaar

Ten uitvoering van 'n vonnis van bovermelde Agbare Hof gedateer 17 November 1999 sal die onroerende eiendom hieronder beskryf op Donderdag, 9 Maart 2000 om 10:00, voor die Landdroskantoor, Piketberg, per openbare veiling in eksekusie verkoop word aan die hoogste bieder, sonder reserwe:

Eiendom: Erf 3269, Piketberg, geleë in die Munisipaliteit Piketberg, Afdeling Piketberg, Provinsie Wes-Kaap, groot 809 vierkante meter, gehou deur die Eksekusieskuldenaar kragtens Akte van Transport T97421/1998.

Onbeboude erf.

Verkoopsvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshowe, Wet 32 van 1944, soos gewysig, asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Tien per centum (10%) van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopsom, en enige rente wat aan 'n preferente skuldeiser verskuldig mag wees vanaf die datum van verkoping tot en met datum van die registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne 14 dae na datum van die verkoping die Eksekusieskuldeiser voorsien met 'n bankwaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

Die verkoping sal voorts onderhewig wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, en die volledige verkoopsvoorwaardes kan ingesien word by die kantore van die Balju, Piketberg, en die Eksekusieskuldeiser se Prokureurs, Brits & Pretorius, Langstraat 50, Piketberg.

Gedateer op hierdie 14de dag van Januarie 2000.

Brits & Pretorius, Langstraat 50, Piketberg, Kaap Provinsie. [Tel. (022) 913-1144.] (Verw. Brits/23041.)

Case No. 8683/99

THE CAPE OF GOOD HOPE PROVINCIAL DIVISION OF THE HIGH COURT OF SOUTH AFRICA

In the matter between ABSA BANK LIMITED, Plaintiff, and THE TRUSTEES FOR THE TIME BEING OF THE HERMAN NELISSEN FAMILY TRUST, 1st Defendant, and HERMANUS WILHELMINUS NELISSEN, 2nd Defendant

The following property will be sold in execution by public auction held at No. 909 Garden City Heights, Lonsdale Way, Pinelands, to the highest bidder on Tuesday, 29 February 2000 at 10:30:

A unit consisting of—

(a) Section No. 128, as shown and more fully described on Sectional Plan SS4/75 in the scheme known as Garden City Heights in respect of the land and building or buildings situated at Pinelands in the City of Cape Town, Cape Division, of which the floor area, according to the said sectional plan is 91 (ninety one) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 909 Garden City Heights, Lonsdale Way, Pinelands.

1. The following improvements on the property are reported, but nothing guaranteed, namely 2 bedrooms, 1 bathroom, 2 toilets, 1 lounge, diningroom and 1 kitchen.

2. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the High Court, Goodwood.

Dated at Cape Town on this 21st day of January 2000.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Ref. T. M. Chase/BdlB/62745.)

Case No. 27309/99

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

In the matter between FIRSTRAND BANK LTD, formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LTD, Plaintiff, and SHAHEEMA DRAMAT, Defendant

The following property will be sold in execution by public auction held at Wynberg, Magistrate's Court, to the highest bidder on Monday, 6 March 2000 at 10:00:

Erf 118376, Cape Town, in extent 408 square metres, held by Deed of Transfer T8510/1995, situated at 94 Riversdale Road, Lansdowne.

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, Wynberg's address.

2. The following information is furnished but not guaranteed: 1 Single brick wall tiled roof dwelling consisting of 2 garages, 3 bedrooms, 2 bathrooms, 1 kitchen and 1 lounge.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 17,50% per annum, or prevailing rate applicable 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 19th day of January 2000.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. Mrs D. Jardine/62767.)

Saak No. 12527/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN UITENHAGE GEHOU TE UITENHAGE

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BPK., Eksekusieskuldeiser, en DAWID BENJAMIN JANSE VAN RENSBURG, Eerste Eksekusieskuldenaar, en MARIANA JANSE VAN RENSBURG, Tweede Eksekusieskuldenaar

Kragtens 'n vonnis van die Landdroshof op Uitenhage gedateer 2 November 1999, sal die ondergemelde eiendom verkoop word deur die Balju vir die Landdroshof, Uitenhage, op Donderdag, 2 Maart 2000 om 11:00, voor die Landdroshof, Durbanstraat, Uitenhage, aan die hoogste bieder. Die eiendom is bekend as:

Te wete Erf 12010, Uitenhage, in die area van die Uitenhage Plaaslike Oorgangsraad, Afdeling van Uitenhage, groot 638 (ses honderd en agt-en-dertig) vierkante meter, gehou deur Dawid Benjamin Janse van Rensburg and Mariana Janse van Rensburg, onder Titellakte T61053/96, geleë te Hermanrylaan 8, Scheepershoogte, Uitenhage.

Alhoewel niks gewaarborg word nie, word dit verstaan dat die eiendom bestaan uit 'n woning met sitkamer, kombuis, 3 slaapkamers, badkamer, toilet en buitegebou bestaande uit motorhuis, bediende kamer en toilet.

Die voorwaardes van verkoping sal onmiddellik voor die verkoping deur die Balju gelees word, en lê ter insae by die kantoor van die Balju vir die Landdroshof, Magennisstraat 48, Uitenhage.

Terme en voorwaardes: 10% van die koopprys en 5% Balju (afslaer) se koste op die eerste R30 000,00 van die opbrengs van die verkoping en 3% op die balans daarvan onderworpe aan 'n maksimum kommissie van R7 000,00 in totaal en 'n minimum van R260,00 (insluitende van die Balju se bank fooie en ander uitgawes aangegaan by betaling van die opbrengs, in sy trustrekening). Die kommissie sal deur die koper betaal word, in kontant, na afhandeling van die verkoping, plus BTW; die balans teen registrasie van Transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap of enige ander aanvaarbare waarborg, moet binne 21 (een-en-twintig) dae aan die Balju verskaf word vanaf datum van verkoping.

Gedateer te Uitenhage op hierdie 18de dag van Januarie 2000.

Le Roux & Vennote, Prokureurs vir Eksekusie Eiser, Blenheim Huis, Bairdstraat 4, Uitenhage. (Verw. C. MacKenzie/Inv/tl/FO2057.)

Saak No. 12996/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN UITENHAGE GEHOU TE UITENHAGE

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BPK., Eksekusieskuldeiser, en ANTHONY LLEWELLYN SCHAUP, Eerste Eksekusieskuldenaar, en MOIRA ANN SCHAUP, Tweede Eksekusieskuldenaar

Kragtens 'n vonnis van die Landdroshof op Uitenhage gedateer 11 November 1999, sal die ondergemelde eiendom verkoop word deur die Balju vir die Landdroshof, Uitenhage, op Donderdag, 2 Maart 2000 om 11:00, voor die Landdroshof, Durbanstraat, Uitenhage, aan die hoogste bieder. Die eiendom is bekend as:

Te wete Erf 3993, Uitenhage, in die area van die Uitenhage Plaaslike Oorgangsraad, Afdeling van Uitenhage, groot 674 (ses honderd en vier-en-sewentig) vierkante meter, gehou deur Anthony Llewellyn Schaup en Moira Ann Schaup onder Titellakte T31697/95, geleë te Butlerstraat 5, Uitenhage.

Alhoewel niks gewaarborg word nie, word dit verstaan dat die eiendom bestaan uit 'n woning met 'n voorportaal, sitkamer, eetkamer, studeerkamer, kombuis, spens, 3 slaapkamers, badkamer, stort, toilet en buitegebou bestaande uit motorhuis en toilet.

Die voorwaardes van verkoping sal onmiddellik voor die verkoping deur die Balju gelees word, en lê ter insae by die kantoor van die Balju vir die Landdroshof, Magennisstraat 48, Uitenhage.

Terme en voorwaardes: 10% van die koopprys en 5% Balju (afslaer) se koste op die eerste R30 000,00 van die opbrengs van die verkoping en 3% op die balans daarvan onderworpe aan 'n maksimum kommissie van R7 000,00 in totaal en 'n minimum van R260,00 (insluitende van die Balju se bank fooie en ander uitgawes aangegaan by betaling van die opbrengs, in sy trustrekening). Die kommissie sal deur die koper betaal word, in kontant, na afhandeling van die verkoping, plus BTW; die balans teen registrasie van Transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap of enige andere aanvaarbare waarborg, moet binne 21 (een-en-twintig) dae aan die Balju verskaf word vanaf datum van verkoping.

Gedateer te Uitenhage op hierdie 18de dag van Januarie 2000.

Le Roux & Vennote, Prokureurs vir Eksekusie Eiser, Blenheim Huis, Bairdstraat 4, Uitenhage. (Verw. C. MacKenzie/Inv/tl/FO2062.)

SALE IN EXECUTION

NEDCOR BANK LIMITED versus S. E. and B. T. MSWESEWE

Mitchells Plain, Case No. 8291/98.

The property: All right, title and interest in the leasehold in respect of Erf 2946, Guguletu, in the area of the Ikapa Town Council, Administrative District of the Cape, in extent 252 square metres, situated at NY99, No. 82, Guguletu.

Improvements (not guaranteed): Single dwelling, brick walls, asbestos sheeting roof, lounge, kitchen, 3 bedrooms and bathroom/toilet.

Date of sale: 29 February 2000 at 10:00.

Place of sale: Mitchells plain Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500,00 in cash or by bank cheque upon signature of the conditions of sale; 10% of the purchase price less the sum of R2 500,00 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, Mitchells Plain North, cnr. Heiland & Rosewood Drives, Colorado Wild Woods.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Norwich Life Terrace, 25 Protea Road, Claremont.

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* ESTATE LATE M. MONAKALI

Wynberg, Case No. 29095/99.

The property: All right, title and interest in the leasehold in respect of Erf 5920, Guguletu, situated in the area of jurisdiction of the provincial administration of the Cape of Good Hope, Administrative District of the Cape, in extent 246 square metres, situated at NY53, No. 44, Guguletu.

Improvements (not guaranteed): Asbestos roof, brick walls, lounge, kitchen, 2 bedrooms and bathroom/toilet.

Date of sale: 29 February 2000 at 10:00.

Place of sale: Mitchells plain Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500,00 in cash or by bank cheque upon signature of the conditions of sale; 10% of the purchase price less the sum of R2 500,00 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, Mitchells Plain North, cnr. Heiland & Rosewood Drives, Colorado Wild Woods.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Norwich Life Terrace, 25 Protea Road, Claremont.

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* K. J. and B. B. NTSILA

Mitchells Plain, Case No. 20778/96.

The property: All right, title and interest in the leasehold in respect of Erf 7889, Guguletu, in the area of Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 266 square metres, situated at NY72, No. 12, Guguletu.

Improvements (not guaranteed): Asbestos roof, brick walls, lounge, kitchen, 3 bedrooms and bathroom/toilet.

Date of sale: 29 February 2000 at 10:00.

Place of sale: Mitchells Plain Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500,00 in cash or by bank cheque upon signature of the conditions of sale; 10% of the purchase price less the sum of R2 500,00 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, Mitchells Plain North, cnr. Heiland & Rosewood Drives, Colorado Wild Wood.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Norwich Life Terrace, 25 Protea Road, Claremont.

Saak No. 4393/96

IN DIE LANDDROSHOF VIR DIE DISTRIK GORDONIA GEHOU TE UPINGTON

In die saak tussen KLEINSAKE-ONTWIKKELINGSKORPORASIE BEPERK, Eiser, en BOTES KELLA (Transportakte T1994/1993), Verweerder

Ten uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 28 Oktober 1999, sal die hiernavermelde vaste eiendom in eksekusie verkoop word op Woensdag, 23 Februarie 2000 om 10:00, by die Landdroskantore, Upington, aan die hoogste bieder onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Adjunk Balju by die veiling uitgelees sal word:

Sekere Erf 10064, Upington, geleë in die Munisipaliteit van Upington, Afdeling van Gordonia, groot 319 vierkante meter, ook bekend as Skoolstraat 32, Rosedale, Upington.

Gedateer te Upington op hierdie 25ste dag van November 1999.

Möller Zürich Ingelyf, Prokureurs vir Eiser, Multiprof Sentrum, Markstraat 71, Upington, 8800.

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARC GUILLAUME JEAN ROMAN, Defendant

Pursuant to the judgment of the above Court granted on 4 May 1999 and a writ of execution issued thereafter, the undermentioned property will be sold in execution at 09:30 on Tuesday, 29 February 2000, at the premises to the highest bidder:

245 The River Hamlet, Gie Road, Table View.

A unit consisting of—

(a) Section 231, as shown and more fully described on Sectional Plan SS328/97, in the scheme known as The River Hamlet in respect of the land and building or buildings situated at Milnerton, in Blaauwberg Municipality, of which section the floor area, according to the said sectional plan is 49 (forty nine) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST15524/97.

The following improvements are situated on the property, although in this respect nothing is guaranteed: A semi-detached brick dwelling consisting of open-plan lounge and kitchen, 2 x bedrooms and 1 x bathroom/toilet.

Conditions of sale: 10% of the purchase price and Sheriff of the Magistrate's Court charges in cash or by means of a bank guaranteed cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by bank, building society or other acceptable guarantee to be furnished within thirty (30) days from date of sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, District of Cape Town.

Signed at Cape Town on this 18th day of January 2000.

Walker Inc., I. S. Frye, Plaintiff's Attorneys, 15th Floor, Pleinpark Building, Plein Street, Cape Town. (Ref. ISF/MP/P9354/W72327.)

Saak No. 9263/99

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen ABSA BANK BEPERK, Eiser, en SHARON LYNETTE BONTUYS, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n lasbrief vir eksekusie gedater 25 November 1999, sal die volgende eiendom verkoop word deur aan die hoogste bieder op Woensdag, 1 Maart 2000 om 10:00, deur die Balju vir George te ondervermelde perseel:

Erf 2295, Hersham, Groot Brakrivier, geleë in die munisipaliteit van Groot Brakrivier, groot 996 vierkante meter, gehou kragtens Transportakte T12705/98 (ook bekend as) Susan Pardewstraat, Hersham, Groot Brakrivier.

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Leë erf.

Voorwaardes van verkoping:

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

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van verkoping aan die Geregsbode en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 21% per jaar sal binne 30 dae aan die Geregsbode betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. *Voorwaardes:* Die volle voorwaardes van verkoping lê vir insae by die kantoor van sowel as by die kantore van mnre. Millers Ingelyf van Beaconsuis, Meadestraat 123, George, en die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 17de dag van Januarie 2000.

Millers Ingelyf, Prokureurs vir Eiser, Beaconsuis, Meadestraat 123, George. (Verw. LSJ/EN/A1594/Z01699.)

Case No. 22050/98

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

NEDCOR BANK LIMITED versus TYRONE HANEKOM

The following property will be sold in execution by public auction held at 43 Liscard Road, Kenwyn, to the highest bidder on 1 March 2000 at 10:00:

Erf 60679, Cape Town, at Lansdowne, in extent 620 (six hundred and twenty) square metres, held by Deed of Transfer T53478/92, situated at 43 Liscard Road, Kenwyn.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: A dwelling consisting of three bedrooms, bathroom, kitchen, lounge and dining-room.

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 14 (fourteen) days of the date of sale.

Dated at Cape Town on this 17th day of January 2000.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeek Street, Cape Town.
(Tel. 419-6469.)

Case No. 33570/99

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

**In the matter between FIRSTRAND BANK LIMITED, formerly FIRST NATIONAL BANK OF SA LIMITED, Plaintiff
(Execution Creditor), and REGINALD MOSES FAULMANN, Defendant (Execution Debtor)**

In pursuance of a judgment given in the Court of the Magistrate of Wynberg and a writ of execution dated December 1999, a sale in execution will take place on Friday, 3 March 2000 at 14:00, at the premises, being 30 Velma Road, Sasmere Estate, Retreat, Western Cape, of:

Certain Erf 117388, Cape Town, at Retreat, in the City of Cape Town, Cape Division, Western Cape Province, situated at 30 Velma Road, Sasmere Estate, Retreat, Western Cape, measuring 573 (five hundred and seventy-three) square metres, held by the Execution Debtor under Deed of Transfer T36045/94.

The property is a double storey dwelling of brick walls under zinc roof comprising approximately six bedrooms, lounge, kitchen, three bathrooms, toilet and swimming-pool.

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

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. 10% (ten per cent) 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 30 (thirty) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Wynberg who shall be the auctioneer.

Dated at Cape Town on this 20th day of January 2000.

T. A. Goldschmidt, for MacCallums Inc., Execution Creditor's Attorneys, Second Floor, 35 Wale Street, Cape Town, 8001.
(Ref. TAG/KD/V63801.)

Case No.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between STANDARD BANK OF SA LIMITED (Reg. No. 62/00738/06), Plaintiff, and
MANUEL GERBER, First Defendant, and ROSELINE EUNICE GERBER, Second Defendant**

In pursuance of a judgment granted in the Magistrate's Court on 27 May 1999, for the district of East London and writ of execution dated 8 December 1999, by the above Honourable Court, the following property will be sold in execution, on Wednesday, 1 March 2000 at 09:00, by the Sheriff of the Court at Magistrate's Court, 4 Oxford Street, East London, of Erf 28919, East London, in extent 278 square metres, held by Deed of Transfer T1375/1992, commonly known as 72 John Nash Crescent, Buffalo Flats, East London:

The property consists of usual buildings/outbuildings, 7 no. of rooms, living room, 3 bedrooms and bathroom.

Conditions of sale:

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and Rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be payable as to a deposit in cash of 10% and the balance against transfer. A substantial loan can be raised for an approved purchaser with prior approval.

3. Conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected in his office at 4 Oxford Street, East London.

4. The Plaintiff or the Plaintiff's attorneys and/or the Sheriff of the Court do not guarantee any improvements or information.

Signed at East London on this 18th day of January 2000.

Drake Flemmer & Orsmond Inc., Tewkesbury House, 22 St James Road, Southernwood, East London. (Tel. 24210.) (Ref. M. B. Orsmond/rw/S16/27 S087 024.)

Case No. 13703/99

PH 308

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Judgment Creditor, and MIKE COERT (ID No. 5811125268081), First Judgment Debtor, and SOPHIE COERT (ID No. 6306220208081), Second Judgment Debtor

In pursuance of a judgment granted on 25 June 1999, in the above Honourable Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, on 3 March 2000 at 11:00, by the Sheriff of the High Court, Caledon, on the Debtor's premises at 32 Daniel Stallenberg Street, Caledon, to the highest bidder:

Description: Erf 2241, in the Township of Caledon, District Caledon, Province of the Western Cape, in extent measuring 512 (five hundred and twelve) square metres.

Street address: Known as 32 Daniel Stallenberg Street, Caledon.

Zoned: Vacant Land.

Improvements: The following information is given but nothing in this regard is guaranteed: The improvements on the property consist of the following: None, held by the First and Second Judgment Debtors in their names under Deed of Transfer T20212/98.

The full conditions may be inspected at the offices of the Sheriff of the High Court, Caledon, at 17 Plein Street, Caledon.

Dated at Pretoria on this 17th day of January 2000.

Newtons, Plaintiff's Attorneys, 16th Floor, Volkskas Centre, 230 Van der Walt Street, Pretoria. [Tel. (012) 320-6868.] [Telefax. (012) 320-6892.] (Ref. I00144/R. Duvenage/lvw.)

Case No. 9224/99

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

In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff, and RUTH DORDLEY, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 30 April 1999, the under-mentioned property will be sold in execution at the Kuils River Magistrate's Court, on Monday, 28 February 2000 at 09:00:

Remainder Erf 3388, Kraaifontein, situated in the Oostenberg Municipality, Division Paarl, Province of the Western Cape, measuring 519 (five hundred and nineteen) square metres, held by Deed of Transfer T14124/90, and comprising of brick building under asbestos roof, lounge, dining-room, three bedrooms, bathroom, toilet, kitchen and maids quarters, and known as 260 12th Avenue, Kraaifontein.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts 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 on this 13th day of January 2000.

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

Case No. 38440/99

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

In the matter between ABSA BANK LIMITED, THIBAUT, Plaintiff, and HILTON ROY COVERLEY, Defendant

The following property will be sold in execution on site on 2 March 2000 at 14:00, to the highest bidder:

Erf 8020, Hout Bay, measuring (one hundred and seventy-seven) square metres, situated at 25 Bay Mews, Hout Bay, Cape Town, held by Title Deed T36546/98.

Property description: Erf 8020, Hout Bay, in the South Peninsula Municipality, Cape Division, Province of the Western Cape.

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 15,5% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.

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

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

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; P.O. Box 1661, Cape Town, 8000. (Tel. No. 418-2020.) (Ref. COL/BBS/Z05312.)

Case No. 364/99

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

STANDARD BANK OF S.A. LTD, Plaintiff, versus ARLIN ELDRIGE VAN EYCK, First Defendant, and CLEO CHERE MULLER, Second Defendant

In pursuance of a judgment dated 24 May 1999 and an attachment, the following immovable property will be sold at the Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, cnr Rink and Clyde Streets, Port Elizabeth, by public auction, on Friday, 3 March 2000 at 15:00:

Erf 5637, Korsten, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape, in extent 198 (one hundred and ninety-eight) square metres, situated at 75 Couldridge Road, Schauderville, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a living room, 2 bedrooms and bathroom.

The conditions of sale may be inspected at the Sheriff's Office, 5th Floor, A. A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% deposit on date of sale, the balance including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale. Sheriff's charges (5% on the first R30 000 and thereafter 3% to a maximum of R7 000 with a minimum of R260 plus VAT) are also payable on date of sale.

Dated at Port Elizabeth on this 14th day of January 2000.

C. Pillay, for Pillay Meyer Boqwana, Plaintiff's Attorneys, 44 Stanford Road, Korsten, Port Elizabeth. (Ref. Mr Pillay/sg.)

Saak No. 578/99

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en A. AMSTERDAM, Eerste Eksekusieskuldenaar en S. E. AMSTERDAM, Tweede Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling op die perseel te Disastraat 4, Buffelskraal-Wes, De Doorns, op 10 Maart 2000 om 10:00, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 449, De Doorns, groot 723 (sewehonderd drie-en-twintig) vierkante meter, gehou kragtens Transportakte T23114/87, bekend as Disastraat 4, Buffelskraal-Wes, De Doorns.

Verkoopvoorwaardes:

1. Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju asook by die ondergetekendes.

2. Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: 'n Woonhuis bestaande uit sitkamer, eetkamer, kombuis, 3 slaapkamers, badkamer en toilet en enkelmotorhuis.

3. Die koopprys moet soos volg betaal word:

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

3.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van 22,5% (twee-en-twintig komma vyf per sentum) 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 14de dag van Januarie 2000.

Muller Terblanche & Beyers, Kerkstraat 66 (Posbus 18), Worcester, 6849. (Verw. VS2293.)

Case No. 122/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and E. HOORN, Defendant

In pursuance of a judgment in the Court for the Magistrate of Atlantis and writ of execution dated 6 April 1999, the property listed hereunder will be sold in execution on Wednesday, 8 March 2000 at 10:30, at Atlantis Magistrate's Court, to the highest bidder:

Certain Erf 5142, Wesfleur, in the City of Cape Town, Cape Division, Western Cape Province, and situated at 5 Middelburg Street, Saxonsea, Atlantis, in extent 595 (five hundred and ninety-five) square metres, held by Title Deed T19310/97.

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 brick building, comprising of approximately three bedrooms, lounge, kitchen, bathroom and 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 Goodwood on this 14th day of January 2000.

A. Keet, for Heyns & Partners, Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 13625/92

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and J. M. MKOSANA, Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 12 November 1992, the property listed hereunder will be in execution on Tuesday, 7 March 2000 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 157, Crossroads, in the City of Cape Town, Cape Division, Western Cape Province, and situated at Stand 157, Crossroads, measuring 150 square metres, held under TL55821/98.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/dining-room/kitchen, two bedrooms and bathroom/toilet/handbasin.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% of the balance against transfer.

The full conditions of sale which will be read out immediately prior to the sale, may be inspected at the Office of the Sheriff of the Court, Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 14th day of January 2000.

A. Keet, for Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 11537/93

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

**In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and T. H. LUTYA, First Defendant, and
N. E. NOMKALA, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 5 July 1993, the property listed hereunder will be in execution on Tuesday, 7 March 2000 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 570, Crossroads, in the City of Cape Town, Cape Division, Western Cape Province, and situated at Stand 570, Crossroads, measuring 94 square metres, held under TL5362/90

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/dining-room/kitchen, two bedrooms and bathroom/toilet/handbasin.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% of the balance against transfer.

The full conditions of sale which will be read out immediately prior to the sale, may be inspected at the Office of the Sheriff of the Court, Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 14th day of January 2000.

A. Keet, for Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

Case No. 784/94

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

**In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and C. V. SILWANA, First Defendant, and
G. N. SILWANA, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and a writ of execution dated 7 March 1994, the property listed hereunder will be sold in execution on Tuesday, 7 March 2000 at 10:00 at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 446, Crossroads, in the City of Cape Town, Cape Division, Western Cape Province, and situated at Stand 446, Crossroads, measuring 106 square metres, held under TL71848/89.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately lounge/dining-room/kitchen, two bedrooms and bathroom/toilet/handbasin.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 14th day of January 2000.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet.)

SALE IN EXECUTION

NEDCOR BANK LIMITED versus S. N. NGENE

MITCHELLS PLAIN, Case No. 17768/99.

The property: Erf 31016, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province in extent 150 square metres, situated at 8 Swemmer Street, Beacon Valley, Mitchells Plain.

Improvements (not guaranteed): Semi-detached flat, brick walls, asbestos roof, three bedrooms, kitchen, lounge, toilet and bathroom.

Date of sale: 29 February 2000 at 10:00.

Place of sale: Mitchells Plain Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale; 10% of the purchase price less the sum of R2 000 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, Mitchells Plain South.

Matz Watermeyer, Attorneys for Judgment Creditor, Fifth Floor, Norwich Life Terrace, 25 Protea Road, Claremont.

Case No. 25160/92

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

In the matter between NBS BOLAND BANK LTD (a Division of BOE BANK LTD, Reg. No. 51/00847/96), Plaintiff, and EDWIN GROBBELAAR, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 7 October 1992, the undermentioned property will be sold in execution at the premises on Thursday, 2 March 2000 at 12:30:

Erf 3163, Parow, in the City of Tygerberg, Cape Division, Province of Western Cape, measuring 644 (six hundred and forty-four) square metres and comprising lounge, dining-room, three bedrooms, toilet, bathroom, kitchen and garage under tiled roof, and known as 4 Amsterdam Street, Parow.

Conditions of sale:

1. The purchase price shall be paid as to 10% (ten percent) thereof in cash on the signing of the conditions of sale.
2. 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 13th day of January 2000.

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

Case No. 11072/99

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and JEREMIAH ANTHONY HERMANUS, First Judgment Debtor, and CHARMAINE YOLANDE HERMANUS, Second Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Court-house, Kuils River, on 8 March 2000 at 09:00:

Erf 362, Eerste River, situated in the Oostenberg Municipality, Division of Stellenbosch, Western Cape Province, also known as 41 Myra Street, Devon Park, Eerste River, in extent 496 (four hundred and ninety-six) square metres.

Comprising three bedrooms, lounge, dining-room, kitchen, bathroom, toilet and garage (renovations in progress).

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Kuils River, and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/LvS/G136.)

Case No. 20916/99

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and THEODORE SWARTZ,
First Judgment Debtor, and ELIZABETH REGINA SWARTZ, Second Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Court-house, Bellville, on 9 March 2000 at 09:00:

Erf 1265, Delft, situated in the City of Tygerberg, Cape Division, Western Cape Province, also known as 13 Montague Street, Delft, in extent 283 (two hundred and eighty-three) square metres.

Comprising three bedrooms, lounge, kitchen, bathroom and toilet.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Bellville, and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/LvS/K462.)

Case No. 9719/99

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and RONALD JOSEPH PAULSE,
First Judgment Debtor, and CECILIA JOANETTE PAULSE, Second Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Court-house, Kuils River, on 8 March 2000 at 09:00:

Erf 6195, Blue Downs, situated in the Oostenberg Municipality, Stellenbosch Division, Western Cape Province, also known as 5 Weaver Way, Electric City, Blue Downs, in extent 360 (three hundred and sixty) square metres.

Comprising two bedrooms, lounge, kitchen and bathroom/toilet.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Kuils River, and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/LvS/G38.)

Case No. 11068/99

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and WILLEM JOHANNES PLAATJIES,
First Judgment Debtor, and MAGDELINE DESIREE PLAATJIES, Second Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Kuils River, on 8 March 2000 at 09:00:

Erf 3687, Kleinvlei, situated in the area of the Oostenberg Municipality, Division of Stellenbosch, Western Cape Province, also known as 47 Ceres Street, Kleinvlei, Eerste River, in extent 393 (three hundred and ninety-three) square metres.

Comprising two bedrooms, kitchen, lounge, bathroom, toilet and tiled roof.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Kuils River, and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/LvS/G137.)

Case No. 9405/99

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and JASON CLINT LARSEN, Judgment Debtor

The undermentioned property will be sold in execution at the premises at 80 Krige Street, Peerless Park North, Kraaifontein, on 6 March 2000 at 11:30:

Erf 1624, Kraaifontein, situated in the area of the Oostenberg Municipality, Division of Paarl, Western Cape Province, in extent 496 (four hundred and ninety-six) square metres.

Comprising three bedrooms, kitchen, toilet, bathroom, lounge, dining-room, single garage and tiled roof.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Kuils River, and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/LvS/G17.)

Saak No. 20192/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen FBC FIDELITY BANK BEPERK, Eiser, en L. S. C. ANTHONY, Eerste Verweerder, en
G. M. ANTHONY, Tweede Verweerder**

Ter uitvoering van 'n vonnis verkry in die Landdroshof, Bellville, gedateer 19 Julie 1999 en 'n lasbrief vir eksekusie sal die hiernabeskrewe vaste eiendom op Dinsdag, 7 Maart 2000 om 09:00, te Bellville Landdroshof per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe:

Erf 34399, Bellville, in die Stad van Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 208 m².

Liggingsadres: Tulbaghsingel 26A, Belhar, Uitbreiding 21.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalinge van die Wet op Landdroshofe en Reëls asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Een tiende ($\frac{1}{10}$) van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprijs tesame met rente daarop teen 24,2% per jaar of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van die verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping vir Vonnissskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word welke verdere voorwaardes ter insae lê by die kantore van die Balju, Bellville en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbeteringe is die volgende: Woonhuis met twee slaapkamers, sitkamer, kombuis, badkamer en toilet.

Gedateer te Durbanville hierdie 11de dag van Januarie 2000.

J. H. Dykman, vir Smit Kruger Ingelyf, Wellingtonweg 32 (Posbus 33), Durbanville, 7550. (Verw. ADK/CC/B01431.)

Saak No. 8290/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eiser, en RODNEY JAMES TAYLOR, Eerste Verweerder, en LUCINDA GEORGINA TAYLOR, Tweede Verweerder

Ingevolge 'n vonnis gelewer op 1 September 1999, in die Kuilsrivier Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 13 Maart 2000 om 12:00, te Swallow Walk 18, Sunbird Park, Kuilsrivier, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Erf 269, Hagley, in die Oostenberg Munisipaliteit, afdeling Stellenbosch, provinsie Wes-Kaap, groot 471 (vierhonderd een-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T78986/1995.

Straatadres: Swallow Walk 18, Sunbird Park, Kuilsrivier.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit drie slaapkamers, sitkamer, kombuis, badkamer en toilet.

1. Die verkoping is onderhewig aan die verkoopvoorwaardes en die Wet op Landdroshofe en die Reëls onderhewig daaraan.

2. **Betaling:** Tien persent van die verkoopsprys op die dag van die veiling en die balans, tesame met rente bereken op die Eiser se eis teen 'n koers van 19% vanaf datum van verkoping tot datum van registrasie teen registrasie van die eiendom op die naam van die koper, welke betaling versekureer sal wees deur 'n waarborg van 'n goedgekeurde finansiële instelling, binne 14 (veertien) dae vanaf datum van verkoping.

3. Die koper sal verantwoordelik wees vir betaling van rente aan die Eksekusieskuldeiser en die verbandhouer, indien enige, vanaf datum van verkoping tot datum van registrasie soos uiteengesit in die verkoopvoorwaardes.

4. Oordrag sal gedoen word deur die Eiser se prokureurs en die koper sal alle oordragkoste, lopende belastinge en ander noodsaaklike heffings ten opsigte van die registrasie, soos aangevra deur die voormelde oordragprokureurs.

5. Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Northumberlandweg 29, Bellville, 7530.

Gedateer te Bellville op hierdie 11de dag van Januarie 2000.

A. der Kinderen, vir Bornman & Hayward Ing., Eiser of Eiser se Prokureur, VIII High Street, Rosenpark, (Posbus 3609) Tygervally, 7536. (Tel. 914-6400.) (Verw. ADK/M. Swart/A0204/35.)

Saak No. 12424/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en MACIVAN GREGORY GAVIN POGGENPOEL, Verweerder

Ingevolge 'n vonnis gelewer op 12 Oktober 1998, in die Kuilsrivier Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 13 Maart 2000 om 11:00, te Sparrow Walk 29, Sunbird Park, Kuilsrivier, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Erf 421, Hagley, in die Oostenberg Munisipaliteit, provinsie Wes-Kaap, groot 470 (vierhonderd en sewentig) vierkante meter, gehou kragtens Akte van Transport T4117/1992.

Straatadres: Sparrow Walk 29, Sunbird Park, Kuilsrivier.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit twee slaapkamers, sitkamer, kombuis, badkamer en toilet.

1. Die verkoping is onderhewig aan die verkoopvoorwaardes en die Wet op Landdroshofe en die Reëls onderhewig daaraan.

2. **Betaling:** Tien persent van die verkoopsprys op die dag van die veiling en die balans, tesame met rente bereken op die Eiser se eis teen 'n koers van 27,25% vanaf datum van verkoping tot datum van registrasie teen registrasie van die eiendom op die naam van die koper, welke betaling versekureer sal wees deur 'n waarborg van 'n goedgekeurde finansiële instelling, binne 14 (veertien) dae vanaf datum van verkoping.

3. Die koper sal verantwoordelik wees vir betaling van rente aan die Eksekusieskuldeiser en die verbandhouer, indien enige, vanaf datum van verkoping tot datum van registrasie soos uiteengesit in die verkoopvoorwaardes.

4. Oordrag sal gedoen word deur die Eiser se prokureurs en die koper sal alle oordragkoste, lopende belastinge en ander noodsaaklike heffings ten opsigte van die registrasie, soos aangevra deur die voormelde oordragprokureurs.

5. Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Northumberlandweg 29, Bellville, 7530.

Gedateer te Bellville op hierdie 11de dag van Januarie 2000.

A. der Kinderen, vir Bornman & Hayward Ing., Eiser of Eiser se Prokureur, VIII High Street, Rosenpark, (Posbus 3609) Tygervally, 7536. (Tel. 914-6400.) (Verw. ADK/M. Swart/B0096/342.)

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen BOE BANK BEPERK, Eiser, en E. MAARMAN, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Kuilsrivier, gedateer 15 Maart 1999, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 3 Maart 2000 om 09:00:

Erf: 4588, Eersterivier.

Afdeling: Stellenbosch.

Ook bekend as: Pacificweg 12, Eersterivier.

Gehou kragtens Transportakte T81008/96.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprijs kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 22,75% per jaar, op die balans van die koopprijs, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnissskuldeiser asook belasting op toegevoegde waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 10 Januarie 2000.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EMN628.)

Case No. 1054/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

In the matter between ABSA BANK LIMITED, Plaintiff, and JUDY KIESWETTER, Defendant

In pursuance of a judgment granted on 24 November 1999, in the Atlantis Magistrate's Court, the following will be sold to the highest bidder on 10 March 2000 at 10:00, at Atlantis Court-house:

Property description: Erf 10255, Wesfleur, in the Blaauwberg Municipality, Division of Cape, Western Cape Province, in extent two hundred and seventy-seven (277) square metres, held by Deed of Transfer T101482/98, situated at 62 Hydrangea Crescent, Atlantis.

Improvements: Dwelling: Two bedrooms, lounge, kitchen and bathroom (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price of the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preference 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 Parow on this 14th day of January 2000.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0482/148/WS/lrma Otto.)

Case No. 903/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

In the matter between ABSA BANK LIMITED, Plaintiff, and CHRISTIAAN RUDOLF APOLLIS, Defendant

In pursuance of a judgment granted on 22 November 1999, in the Atlantis Magistrate's Court, the following will be sold to the highest bidder on 10 March 2000 at 10:00, at Atlantis Court-house:

Property description: Erf 2427, Wesfleur, in the Atlantis Residential Local Area, Division of Cape, in extent two hundred and thirty-five (235) square metres, held by Deed of Transfer T37517/91, situated at 27 Aster Crescent, Protea Park.

Improvements: Dwelling: Two bedrooms, lounge, kitchen and bathroom (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price of the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preference 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 Parow on this 14th day of January 2000.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0482/136/WS/Irma Otto.)

Case No. 487/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

In the matter between ABSA BANK LIMITED, Plaintiff, and CHARLOTTE DIETRICKS, Defendant

In pursuance of a judgment granted on 14 July 1999, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 9 March 2000 at 10:00, at Atlantis Court-house:

Property description: Erf 3016, Wesfleur, in the Northern Substructure, Cape Division, Province of the Western Cape, in extent two hundred and four (204) square metres, held by Deed of Transfer T65969/88, situated at 62 Magnet Circle, Saxonsea.

Improvements: Dwelling: Two bedrooms, lounge, kitchen and bathroom (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 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 Parow on this 13th day of January 2000.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0482/71/WS/Irma Otto.)

Case No. 1088/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

In the matter between ABSA BANK LIMITED, Plaintiff, and KLAAS SAMSON, Defendant

In pursuance of a judgment granted on 9 December 1999, in the Atlantis Magistrate's Court, the following will be sold to the highest bidder on 9 March 2000 at 10:00, at Atlantis Court-house:

Property description: Erf 9167, Wesfleur, in the area of the Northern Substructure, Division of Cape, Western Cape Province, in extent two hundred and seventy-six (276) square metres, held by Deed of Transfer T14756/97, situated at 13 Algerie Street, Sherwood Park.

Improvements: Dwelling: Three bedrooms, lounge, kitchen and bathroom (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 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 Parow on this 14th day of January 2000.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0482/153/WS/Irma Otto.)

Case No. 1105/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

In the matter between ABSA BANK LIMITED, Plaintiff, and HENDRY RAYMOND CLIVE VAN NIEKERK, First Defendant, and ANTHEA ANN VAN NIEKERK, Second Defendant

In pursuance of a judgment granted on 9 December 1999, in the Atlantis Magistrate's Court, the following will be sold to the highest bidder on 9 March 2000 at 10:00, at Atlantis Court-house:

Property description: Erf 9006, Wesfleur, in the area of the Northern Substructure, Division of Cape, Province of the Western Cape, in extent one hundred and sixty-three (163) square metres, held by Deed of Transfer T14414/97, situated at 27 Bergplaas Court, Sherwood Park.

Improvements: Dwelling: Two bedrooms, lounge, kitchen and bathroom (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 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 Parow on this 14th day of January 2000.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0482/160/WS/Irma Otto.)

Case No. 902/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

In the matter between ABSA BANK LIMITED, Plaintiff, and MICHAEL CHRISTOPHER JULIES, First Defendant, and HESTER ELAINE JULIES, Second Defendant

In pursuance of a judgment granted on 22 November 1999, in the Atlantis Magistrate's Court, the following will be sold to the highest bidder on 10 March 2000 at 10:00, at Atlantis Court-house:

Property description: Erf 1935, Wesfleur, in the Atlantis Residential Local Area, Division of Cape, in extent two hundred and twenty-five (225) square metres, held by Deed of Transfer T52197/92, situated at 14 Bittern Circle, Atlantis.

Improvements: Dwelling: Two bedrooms, lounge, kitchen and bathroom (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 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 Parow on this 14th day of January 2000.

W. J. M. Saaïman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0482/134/WS/Irma Otto.)

Saak No. 1639/99

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

**In die saak tussen BUSINESS PARTNERS BK, Vonnisskuldeiser, en
ELIZABETH H. M. FERREIRA, Vonnisskuldenaar**

Ter uitvoering van 'n uitspraak in die Landdroshof, Malmesbury, en lasbrief vir eksekusie gedateer 21 Julie 1999, die volgende eiendom in eksekusie verkoop word, op die perseel, op 7 Maart 2000 om 10:00, aan die hoogste bieder:

Erf: 881, Darling, in die munisipaliteit Darling, afdeling Malmesbury, provinsie Wes-Kaap.

Groot: 1 611 (eenduisend seshonderd-en-elf) vierkante meter.

Geregistreer kragtens Transportakte T51735/92, in die naam van Elizabeth Hendrina Magdalena Ferreira, Identiteitsnommer: 5710270014003.

Ook bekend as: Botterblomstraat 7, Darling.

Verkoopvoorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings en voorwaardes van die Wet op Magistraatshowe, die Reëls daarvolgens uitgevaardig en van die toepaslike titelaktes van die eiendom en die eiendom sal, onderhewig aan die voorafgaande, aan die hoogste bieder verkoop word.

2. Die eiendom is verbeter, maar niks word gewaarborg nie.

3. *Betaling:* Tien persent van die koopprys sal in kontant betaal word ten tyde van die verkoping en die volle balans daarvan tesame met rente teen die heersende koers van twintig (20) per sentum per jaar, bereken op die bedrag van die Vonnisskuldeiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

4. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

L. Frank, vir Lionel Frank & Seun, Prokureurs vir Vonnisskuldeiser, Voortrekkerweg 47, Malmesbury.

Case No. 2939/98

**IN THE HIGH COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)**

**In the matter between ABSA BANK LIMITED, Plaintiff, and ASHWELL SHAUN KLEINBOOI, First Defendant, and
COLLEEN JEANET KLEINBOOI, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 19 January 1999 and an attachment, the following immovable property will be sold in execution on Friday, 3 March 2000 at 15:00, at the Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth:

Erf 6739, Bethelsdorp, in the Municipality and Division of Port Elizabeth, in extent 317 square metres, situated at 32 Soudien Street, Bethelsdorp Extension 27, Port Elizabeth, held by the Defendants in their name under Deed of Transfer T54329/88.

While nothing is guaranteed, it is understood that on the property is a brick under cement tiles dwelling consisting of lounge, kitchen, three bedrooms, bathroom/w.c., granny flatlet consisting of bedroom, shower/w.c., kitchen and single garage.

The conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff, 15 Rink Street, Port Elizabeth.

Terms:

10% on date of sale and Deputy Sheriff's charges of 5% on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000,00 and thereafter 3% up to a maximum fee of R7 000,00 subject to a minimum of R260,00 on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Deputy Sheriff within fourteen (14) days from the date of the sale.

Dated at Port Elizabeth on this 13th day of January 2000.

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. Mr D. C. Baldie/ap.)

Case No. 15374/98

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and STANLEY DESMOND LANGEVELDT,
First Defendant, and MARENEE LANGEVELDT, Second Defendant**

In pursuance of a judgment granted on 21 December 1998, in the Mitchells Plain Magistrate's Court, the following will be sold to the highest bidder on 29 February 2000 at 10:00, at Mitchells Plain Court-house:

Property description: Erf 25132, Mitchells Plain, in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of the Western Cape, in extent one hundred and fifty-five (155) square metres, held by Deed of Transfer T43628/90, situated at 84 Madelifie Street, Lentegeur.

Improvements: Dwelling: Three bedrooms, lounge, kitchen, bathroom/toilet and garage (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 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 Parow on this 11th day of January 2000.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0451/158/WS/Irma Otto.)

Case No. 10955/99

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and VUYISILE JOSHUA MFOBO,
First Defendant, and NOZIPHO HILDA MFOBO, Second Defendant**

In pursuance of a judgment granted on 10 June 1999, in the Wynberg Magistrate's Court, the following will be sold to the highest bidder on 29 February 2000 at 10:00, at Wynberg Court-house:

Property description: Erf 5006, Guguletu, situated in the City of Cape Town, Cape Division, Western Cape Province, in extent two hundred and fifty (250) square metres, held by Deed of Transfer T35877/96, situated at NY 100, No. 43, Guguletu.

Improvements: Dwelling: Two bedrooms, lounge, kitchen and bathroom (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 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 Parow on this 12th day of January 2000.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0482/33/WS/Irma Otto.)

Case No. 10747/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ERROL DANIEL ISAAC PETERSEN, First Defendant, and JANET EMARENTIA PETERSEN, Second Defendant

In pursuance of a judgment granted on 12 November 1999, in the Kuils River Magistrate's Court, the following will be sold to the highest bidder on 6 March 2000 at 09:00, at Kuils River Court-house:

Property description: Erf 1934, Gaylee, in the Melton Rose Local Area, Stellenbosch Division, in extent two hundred and seventeen (217) square metres, held by Deed of Transfer T8587/88, situated at 36 Amstelveen Street, Dennewerf.

Improvements: Dwelling: Three bedrooms, lounge, kitchen, bathroom/toilet, tandem and garage (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Kuils River.

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 15,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Parow on this 12th day of January 2000.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0488/1/WS/Irma Otto.)

Case No. 6087/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and BENJAMIN JOSEPH PETERSEN, 1st Defendant, and EUNICE SHARON PETERSEN, 2nd Defendant

In pursuance of a judgment granted on 1999-06-23, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 2000-03-06 at 09:00 at Kuils River Court House:

Property description: Erf 1357, Blue Downs in the Local Area of Blue Downs, Stellenbosch Division, in extent two hundred and nine (209) square metres, held by Deed of Transfer No. T50334/93, situate at 4 Amsterdam Street, Malibu, Eerste River.

Improvements: Dwelling: 2 bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Kuils River.

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 15,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Parow this 12 January 2000.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, No. 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0482/80/WS/Irma Otto.)

Case No. 2408/99

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

**In the matter between BOE BANK LIMITED, Plaintiff, and SAGR 'N DEVELOPERS CC,
CK No. 95/14957/23, Defendant**

In pursuance of a judgment of the Magistrate's Court of Malmesbury and writ of execution dated 5 November 1999, the property listed hereunder, and commonly known as 45 Fourth Avenue, Melkbosstrand, will be sold in execution at the premises on Monday, 6 March 2000 at 10:00, to the highest bidder:

Erf 115, Melkbosch Strand, situate in the Blaauwberg Municipality, Cape Division, Western Cape Province, in extent 495 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed:

Single storey residence built of brick with asbestos roof and suspended wooden floors, comprising 2 bedrooms, lounge, kitchen, pantry, bathroom, toilet and single garage.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Malmesbury, 11 St John Street, Malmesbury. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 8th day of January 2000.

I. Broodryk, for Cliffe Dekker Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2972.)

Saak No. 7820/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

**In die saak tussen NEDCOR BANK BEPERK (Rek. No. C.02428), Eiser, en J. D. CLOETE, Eerste Verweerder, en
N. J. CLOETE, Tweede Verweerder (Rek. No. 80675822/00101) (Rek. No. Z.16336)**

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 28 November 1996 en 'n lasbrief vir eksekusie teen onroerende goed gedateer 10 September 1999, sal die ondergemelde onroerende eiendom deur die Balju van Kuilsrivier per publieke veiling in eksekusie verkoop word op 8 Maart 2000 om 09:00, te die Landdroskantore, Kuilsrivier:

Die eiendom wat verkoop word, is die volgende:

1. Sekere Erf Nr. 422, Gedeelte van Erf Nr. 422, Kraaifontein, geleë in die Munisipaliteit Kraaifontein, afdeling Paarl, provinsie Wes-Kaap, beter bekend as Miltonweg Nr. 147, Scottsville, Kraaifontein, groot 531 vierkante meter, gehou kragtens Transportakte Nr. T37226/1988.

Verkoopvoorwaardes: 10% (tien persent) van die koopprijs is onmiddellik betaalbaar na die verkoping, tesame met die afslaerskommissie en die balans teen registrasie in die naam van die koper, welke balans verseker word deur 'n goedgekeurde bank-, bouvereniging- of ander waarborg. Verdere verkoopvoorwaardes kan geïnspekteer word ten kantore van die Balju te Kuilsrivier.

Geteken te Kimberley op hierdie 5de dag van Januarie 2000.

Mnr. R. H. Greeff, Mnr. Engelsman, Benadé & Van der Walt Ing., Prokureurs vir Eiser, Du Toitspanweg Nr. 80, Kimberley, 8300. [Verw. mnr. Greeff/mev. Kriel NED21/C02428/Z16336.]

Case No. 7985/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and
HANS-JOACHIM FABIANEK, Defendant**

In pursuance of a judgment of the Magistrate's Court for the District of East London held at East London, and a writ of execution dated 24 May 1999, the following property, listed hereunder, will be sold in execution on Tuesday, 29 February 2000 at 09:00, or so soon thereafter as the matter may be called at the Magistrate's Court, Lower Buffalo Street, East London:

Erf 1075, East London, Municipality and Division of East London, in extent 1 023 square metres, held under Deed of Transfer No. T4013/1988.

The following information is furnished *re* the improvements, though in this respect, nothing is guaranteed, a single storey dwelling comprising of entrance hall, lounge, family room, diningroom, kitchen with ELO/Hob, 3 bedrooms, 2 bathrooms, 1 shower, 3 toilets, with carpeting, tiles, slate and novilon flooring. Security bars/gates. Outbuildings consists of double garage, servants quarters with toilet and laundry.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrate's Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten percent) of the purchase price and the Auctioneers Commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Plaintiff's Attorneys within 14 (fourteen) days after the date of the sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all dues including transfer duty, current and/or arrear levies/rates and/or value added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.

Dated at East London on this 13th day of January 2000.

Gravett Schoeman, Van Rensburg & Moodley Inc., Plaintiff's Attorneys, 29 St Peters Road, Southernwood, East London. (Ref. Mr Moodley/rm/F322.)

Case No. 17261/99

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and JAMES GODFREY BOSMAN, First Judgment Debtor, and CRYSTAL CARIN BOSMAN, Second Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Mitchells Plain on 7 March 2000 at 10:00:

Erf 27465, Mitchells Plain, situate in the City of Cape Town, Division Cape, Western Cape Province, known as 36 Keeromberg Street, Tafelsig, Mitchells Plain, in extent 144 (one hundred and forty four) square metres.

Comprising semi-detached house, brick building, asbestos roof, 3 bedrooms, toilet, bathroom, kitchen and lounge.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts' Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Mitchells Plain, and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3846.] (Ref. KG Kemp/LvS/G2.)

Case No. 19051/98

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

In the matter between NEDCOR BANK LIMITED versus CHARLES CUPIDO

The following property will be sold in execution by public auction held at 38 First Avenue, Fairways, to the highest bidder on 1 March 2000 at 12:00:

Erf 77311, Cape Town at Wynberg, in extent 496 (four hundred and ninety six) square metres, held by Deed of Transfer No. T98249/97, situate at 38 First Avenue, Fairways.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: A dwelling consisting of 3 bedrooms, lounge, kitchen, bathroom, toilet and 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 of interest from time to time, currently the rate of 17,75% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 12th day of January 2000.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

Case No. 745/99

IN THE HIGH COURT OF SOUTH AFRICA
(South Eastern Cape Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
JOHANNES CLIVE ROOI, Defendant**

In pursuance of a judgment in the High Court of Port Elizabeth dated 17 May 1999 and a writ of execution dated 21 May 1999, the property listed hereunder will be sold in execution on Friday, 3 March 2000 at 15:00, at the Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth:

Certain: Erf 778, Gelvandale, situate in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape, measuring 357 m² (three hundred and fifty seven) square metres, situated at 70 Liebenberg Road, Gelvandale, Port Elizabeth.

Material conditions of sale:

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

2. Ten percent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 20% (twenty percent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the High Court.

Dated at Port Elizabeth on this 27th day of January 2000.

Lexicon Attorneys, Plaintiff's Attorneys, cnr Westbourne and Clevedon Roads, P.O. Box 23348, Port Elizabeth.
(Ref. Mr S. G. Bossé/Mrs Daniels/S0052/153.) [Tel. (041) 373-7434.]

Saak No. 1078/99

IN DIE LANDDROSHOF VIR DIE DISTRIK CALEDON GEHOU TE CALEDON

In die saak tussen CAPITAL INVESTMENTS, Eiser, en M. J. BROUWER, Verweerder

Ingevolge 'n vonnis, welke in die Landdroshof te Caledon, toegestaan is op 1 Junie 1999 en 'n lasbrief vir eksekusie, gedateer 17 Augustus 1999, sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op Woensdag, 1 Maart 2000 om 12:00, te Erf 706, Pricestraat 10, Oostergloed, Riviersonderend:

Erf 706, geleë in die dorpsgebied van Riviersonderend, Afdeling Caledon, Provinsie Wes-Kaap, groot 317 (driehonderd en sewentien) vierkante meter, gehou kragtens Transportakte Nr. T97938/96.

Die volgende besonderhede word verskaf, maar nie gewaarborg nie: Die woonhuis bestaan uit 1 slaapkamer, 'n sitkamer, 'n kombuis en badkamer.

Verkoopsvoorwaardes:

1. Die veiling is onderhewig aan die bepalinge van die Landdroshowewet, Wet 32 van 1944, soos gewysig, en die eiendom word "voetstoots" verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van die bogenoemde Wet.

2. Tien per sent van die koopprijs van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopsvoorwaardes, sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprijs, tesame met die rente daarop verreken teen 15,50%, is betaalbaar teen registrasie van die Transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlik en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 dae na die waarborg.

3. Die volledige verkoopsvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by de Balju, Caledon, se kantoor.

Gedateer te Caledon op hierdie 26ste dag van Januarie 2000.

Guthrie & Theron, per: J. du Toit, Eiser se Prokureurs, Hawstraat 6, Caledon, 7230.

Saak No. 2154/99

IN DIE LANDDROSHOF VIR DIE DISTRIK SOMERSET-WES GEHOU TE SOMERSET-WES

**In die saak tussen NBS BANK BEPERK (Reg. No. 87/01384/06), Vonisskuldeiser, en ROBERT WILLIAM COX,
1ste Vonisskuldenaar, en MERYL COX, 2de Vonisskuldenaar**

Geliewe kennis te neem dat die ondergemelde onroerende eiendom in eksekusie verkoop sal word op 7 Maart 2000 om 11:00, te Southern Cross, Ou Stellenbosch Weg 37, Somerset-Wes.

Erf 277 en 278, is saam gekonsolideer om Erf 1674 te vorm, Erf 1674 is onderverdeel.

Erf 1674, Bakkershoogte, geleë in die Helderberg Munisipaliteit, afdeling van Stellenbosch, provinsie Wes-Kaap, grootte 1 987 (eenduisend negenhonderd sewe en tagtig) vierkante meter, gehou kragtens Transportakte Nr. T58179/1998.

Geliewe verder kennis te neem dat die verkoopsvoorwaardes vir inspeksie by die Balju van die Hof, Somerset-Wes ter insae sal lê en voor die verkoping uitgelees sal word.

Die volgende inligting word gegee maar nie gewaarborg nie. Die eiendom bestaan uit: *Eiendomsbeskrywing*: 7 slaapkamers, 1 kombuis, 1 sitkamer, 1 eetkamer, 6 badkamers/toilet, 1 enkel motorhuis, 1 kantoor en asbesdak.

Geliewe verder kennis te neem dat 10% van die koopprys in kontant op die dag van verkoping betaal moet word en die balans verseker moet word deur 'n bankwaarborg, welke gegee moet word binne veertien (14) dae na datum van verkoping.

Geteken te Strand op hierdie 26ste dag van Januarie 2000.

H. L. N. Joubert, Prokureur vir Skudeiser, W P Holder Boiskin & Joubert, Van der Stel Gebou, Galloway Plein, Strand, 7140. [Tel. (021) 853-1027.] (Verw. S. Swart/NBS68/1.)

Case No. 4702/98

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

ABSA BANK LIMITED versus PETRUS DE VLAM and ANNA DE VLAM

The following property will be sold in execution to the highest bidder at a publication to be held at Magistrate's Court, Kuils River, on Monday, 6 March 2000 at 09:00:

Erf 1607, Eerste River, situate in the Oostenberg Municipality, in extent 396 (three hundred and ninety-six) square metres, held by Deed of Transfer No. T42133/93, and situated at 24 Nerina Crescent, Devon Park, Eerste River.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Kuils River.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a 3 bedrooms, kitchen, lounge, bathroom and toilet.

3. *Payment*: 10% of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the full balance thereof with interest at the rate of 19% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

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

Dated at Bellville on 13 January 2000.

Laubscher & Hattingh, E. S. Swanepoel, Plaintiff's Attorney.

Case No. 2496/9

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
RICARDO EGGBERRY, Defendant**

In pursuance of a judgment in the High Court of Port Elizabeth, dated 19 October 1999, and a writ of execution dated 29 October 1999, the property listed hereunder will be sold in execution on Friday, 3 March 2000 at 15:00, at the Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth:

Certain Section No. 10, Capri, Central, Port Elizabeth, measuring 69 m² (sixty nine) square metres, situated at Section No. 10, Capri, Central, Port Elizabeth, Port Elizabeth Central in the Municipality of Port Elizabeth.

Material conditions of sale:

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

2. Ten percent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 20% (twenty percent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee, payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the High Court.

Dated at Port Elizabeth on this 26th day of January 2000.

Lexicon Attorneys, Plaintiff's Attorneys, cnr Westbourne and Clevedon Roads, P.O. Box 23348, Port Elizabeth. (Ref. Mr S. G. Bossé/ Mrs Daniels/S0052/210.) [Tel. (041) 373-7434.]

Case No. 479/99

IN THE HIGH COURT OF SOUTH AFRICA
(South Eastern Cape Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
NONKULULEKO CHERYL NZUZA, Defendant**

In pursuance of a judgment in the High Court of Port Elizabeth, dated 26 July 1999, and a writ of execution dated 16 September 1999, the property listed hereunder will be sold in execution on Friday, 3 March 2000 at 15:00, at the Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth:

Certain Erf 13384, Motherwell Extension 9, measuring 316 m² (three hundred and sixteen) square metres, situated at 137 Ngxotwane Street, Motherwell NU9, Port Elizabeth.

Material conditions of sale:

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

2. Ten percent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 20% (twenty percent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee, payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the High Court.

Dated at Port Elizabeth on this 27th day of January 2000.

Lexicon Attorneys, Plaintiff's Attorneys, cnr Westbourne and Clevedon Roads, P.O. Box 23348, Port Elizabeth.
(Ref. Mr S. G. Bossé/Mrs Daniels/S0052/143.) [Tel. (041) 373-7434.]

Case No. 49038/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH

**In the matter between ABSA BANK LIMITED, Plaintiff, and IVAN HENRY MINNAAR, First Defendant, and
SONYA JANE MINNAAR, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 2 December 1999 the property listed hereunder will be sold in execution on Friday, 3 March 2000 at 14:15 in front of the New Law Courts, Govan Mbeki Avenue, North End, Port Elizabeth:

Erf 963, Kabega Park, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape, in extent 773 square metres, situated at 23 Tulbagh Street, Kabega Park, Port Elizabeth.

Conditions of sale: The purchase price shall be payable as a deposit in cash of 10% and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this 26th day of January 2000.

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth.
(Ref. Mr D. C. Baldie/ap.)

Saak No. 374/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen BOE BANK BEPERK, Eiser, en E. C. BEVIE, Verweerder

Eiendom geleë te: Abbotsford 1, Denemere, Blackheath.

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 5 Februarie 1998 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 3 Maart 2000 om 09:00:

Erf 2142, Gaylee, afdeling Stellenbosch, groot 242 vierkante meter, ook bekend as Abbotsford 1, Denemere, Blackheath, gehou kragtens Transportakte T57033/88.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrekkend word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 19,00% per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 21 Januarie 2000.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EBN620.)

Case No. 1549/98

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

In the matter between FIRSTRAND BANK, formerly trading as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED (No. 05/01225/06), Plaintiff, and GRAHAM TONY DREYER, First Defendant, and CATHERINE ROSE DREYER, Second Defendant

In the above matter a sale will be held on Wednesday, 1 March 2000 at 14:30 at the site being 10 Owl Way, Pelican Heights, Pelican Park:

Erf 592, Pelikan Park in the South Peninsula Municipality, Cape Division, Western Cape Province, being 10 Owl Way, Pelican Heights, Pelican Park, measuring 980 (nine hundred and eighty) square metres, held by Defendants under Deed of Transfer T89247/1995.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

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

3. The following improvements are on the property (although nothing in this respect is guaranteed): A brick wall dwelling under a tiled roof consisting of three bedrooms, kitchen, dining-room, lounge and entrance hall.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Simonstown, and at the offices of the undersigned.

Dated at Grassy Park this 18th day of January 2000.

E. W. Doming, for E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Tel. 706-2873/4/5.) (Ref. E. W. Domingo/mr.) C/o Travis Howells, 121 St Georges Street, Simonstown.

Case No. 14700/98

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

In the matter between TYRE DISTRIBUTORS, Plaintiff, and SALIE ADAMS, Defendant

Be pleased to take notice that Plaintiff intends selling the property mentioned hereunder at a public auction on 6 March 2000 at 10:00, at the Magistrate's Court, Wynberg, Western Cape:

Erf 1689, Grassy Park, Cape Division, in extent 1 052 (one thousand and fifty-two) square metres, held under Deed of Transfer T8657/96, situated at 138 First Avenue, Grassy Park, Cape Division.

Signed at Durbanville on this 21st day of January 2000.

G. Jordaan, for Jordaan & Associate, 27 De Villiers Avenue, Durbanville. P.a Gerhard J. Retief, 85 Fitzroy Street, Goodwood.

To: Clerk of the Civil Court, Goodwood.

And to: The Sheriff, Wynberg.

And to: Mnr. Salie Adams, 138 First Avenue, Grassy Park, 7945.

Case No. 29016/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between EAST LONDON TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and
Y. MANDILE, Execution Defendant**

In pursuance of a judgment granted on 16 February 1999, in East London Magistrate's Court and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1 March 2000 at 09:00, to the highest bidder:

Place of sale: Magistrate's Court, Buffalo Street, East London.

Description: Erf 25772, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape (8 Elba Crescent, Buffalo Flats, East London), in extent 316 (three one six) square metres, held by Deed of Transfer T6342/1994.

Improvements: Dwelling and stoep.

Conditions of sale:

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

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

4. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

5. The above-information is furnished but not guaranteed.

Dated at East London on this 20th day of January 2000.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (043) 743-3700.] (Ref. Ms Baker/ab/ELTLC/Z03374.)

Case No. 3419/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between EAST LONDON TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and
S. N. MTSHEMLA, Execution Defendant**

In pursuance of a judgment granted on 15 March 1999, in East London Magistrate's Court and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1 March 2000 at 09:00, to the highest bidder:

Place of sale: Magistrate's Court, Buffalo Street, East London.

Description: Erf 19915, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape (7 Penstemon Place, Vincent Heights, East London), in extent 2 116 (two one one six) square metres, held by Deed of Transfer T1845/1995.

Improvements: Dwelling, garage, stoep and granny flat.

Conditions of sale:

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

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

4. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

5. The above-information is furnished but not guaranteed.

Dated at East London on this 20th day of January 2000.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (043) 743-3700.] (Ref. Ms Baker/ab/ELTLC/Z03914.)

Saak No. 1345/99

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Suidoos-Kaapse Plaaslike Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en DAVID RICHARD HENDRICKS, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 21 Junie 1999, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 7 Maart 2000 om 11:00, by Bougainvillalaan 87, Westering, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 2320, Westering, in die munisipaliteit en afdeling Port Elizabeth, groot 1 221 vierkante meter, gehou kragtens Transportakte T62670/96, ook bekend as Bougainvillalaan 87, Westering, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit waskamer, eetkamer, sitkamer, kombuis, drie slaapkamers, badkamer, motorhuis en buitekamer.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Betaalvoorwaardes: 10% (tien persent) van die koopprys moet onmiddellik na die veiling tesame met die afslaaers- en/of Baljukommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne 14 (veertien) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Hooggeregshof, Port Elizabeth (Tel. 582-2792).

Datum: 27 Januarie 2000.

Greyvensteins Nortier, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Zz11661.)

Saak No. 2428/98

IN DIE LANDDROSHOF VIR DIE DISTRIK CALEDON GEHOÛ TE CALEDON

In die saak tussen BOE BANK BEPERK, Eiser, en LYNETTE ROSEMARY QUINN, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 14 Desember 1998, sal die hiernabeskrewe vaste eiendom in eksekusie per openbare veiling verkoop word op 3 Maart 2000 om 11:00, te die perseel:

Gedeelte 72 ('n gedeelte van Gedeelte 45) van die plaas Hangklip 559, afdeling Caledon, provinsie Wes-Kaap, groot 8,5710 hektaar, gehou kragtens Transportakte T2364/1996.

Alhoewel geen waarborge gegee word nie, word die volgende inligting verskaf: Die eiendom is verbeter met 'n woonhuis bestaande uit 'n ruim oopplankombuis, woonvertrek met kaggel, twee slaapkamers, badkamer, aparte toilet en onderdak buitebraai. Daar is ook twee houthuisies op die eiendom wat vir stoorplek of 'n padstal gebruik kan word. Die eiendom is langs die teerpad van Gordonsbaai na Bettiesbaai.

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. C. P. A. van Wyk, Tel. (021) 859-3567.

Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) daarvan in kontant ten tyde van die verkoping en die volle saldo daarvan is teen registrasie van oordrag betaalbaar.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantore van die Balju/afslaer, mnr. C. P. A. van Wyk, met Tel. (021) 859-3567, en by Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. Die aanwysings om by die perseel waarop die verkoping gaan plaasvind uit te kom, is verkrygbaar vanaf die Balju by bogemelde telefoonnommer.

Gedateer te Kaapstad op hierdie 19de dag van Januarie 2000.

Van der Spuy & Vennote, Prokureurs vir Vonnisskuldeiser, Boland Bankgebou, Laer Burgstraat (Posbus 1701), Kaapstad. [Tel. (021) 419-3622.] [Verw. Me. P. C. Neethling/Is/B2140(3).]

Saak No. 2428/98

IN DIE LANDDROSHOF VIR DIE DISTRIK CALEDON GEHOU TE CALEDON

In die saak tussen BOE BANK BEPERK, Eiser, en LYNETTE ROSEMARY QUINN, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 14 Desember 1998, sal die hiernabeskrewe vaste eiendom in eksekusie per openbare veiling verkoop word op 3 Maart 2000 om 12:00, te die perseel:

Gedeelte 155 ('n gedeelte van Gedeelte 133) van die plaas Hangklip Nr. 559, Afdeling Caledon, Provinsie Wes-Kaap, groot 21,5401 hektaar, gehou kragtens Transportakte Nr. T18721/1998, gehou kragtens Transportakte Nr. T2364/1996.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Mnr. C. P. A. van Wyk, Tel: (021) 869-3567.

Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) daarvan in kontant ten tyde van die verkoping en die volle saldo daarvan is teen registrasie van oordrag betaalbaar.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantore van die Balju/Afslaer, Mnr. C. P. A. van Wyk met telefoonnommer (021) 859-3567 en by Van der Spuy & Vennote, Boland Bank Gebou, Laer Burgstraat 18, Kaapstad. Die aanwysings om by die perseel waarop die verkoping gaan plaasvind uit te kom, is verkrygbaar vanaf die Balju by bogemelde telefoonnommer.

Gedateer te Kaapstad op hierdie 19de dag van Januarie 2000.

Van der Spuy & Vennote, Prokureurs vir Vonnisskuldeiser, Boland Bankgebou, Laer Burg Straat, Kaapstad. [Verw. me. P. C. Neethling/Is/B2140(4).]

Case No. 38347/99

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and MOEGSIEN ISAACS, First Judgment Debtor, and MAUREEN BRENDA ISAACS, Second Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrates' Courthouse, Bellville on 9 March 2000 at 09:00:

Erf 3874, Delft, situate in the City of Tygerberg, Cape Division, Western Cape Province also known as 8 Pruimbas Crescent, Rosendal, Delft, in extent 299 (two hundred and ninety nine) square metres, comprising 2 bedrooms, lounge, kitchen, bathroom/toilet.

The Sale shall be by Public Auction without reserve to the highest bidder, subject to the Magistrates' Courts' Act and Rules.

10% of the price is payable at the time of the Sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Bellville, and will be read out by the Auctioneer prior to the Sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. (Ref. K. G. Kemp/LvS/G139.) [Tel. (021) 945-3646.]

Case No. 27618/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between F B C FIDELITY BANK, Plaintiff, and UDO BENNO BESSINGER, First Defendant, and MAGDELENA BESSINGER, Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 2 February 1999 and a Warrant of Execution, against immoveable property issued pursuant thereto, the undermentioned property will be sold in execution on 8 March 2000 at 09:00, at the Magistrate's Court, Lower Oxford Street, East London:

Certain: Piece of land being Erf 1397, East London (Amalinda Township Extension No. 22) Municipality and Division of East London, Province of Eastern Cape, in extent 995 (nine hundred and ninety five) square metres, held under Deed of Transfer No. T3399/1980.

This property is also known as 2 Ramos Street, Amalinda, East London.

Duly mortgaged under Bond No. B2912/1988.

Subject to the conditions therein contained.

Nothing in regard to the property or any buildings which may be erected is guaranteed.

The conditions of sale subject to which the property will be sold will lie for inspection at the office of the Sheriff of the Magistrate's Court, Lower Oxford Street, East London from the date of publication of this notice.

Dated at East London this 31 day of January 2000.

Bradfield & Cocks, Plaintiff's Attorneys, Fourth Floor, First National Bank Building, corner of Oxford and Union Streets, East London. (Ref. J. N. Cocks/ALP.)

Case No. 131329/97

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

In the matter between BOE BANK LIMITED, known as NBS BOLAND BANK LIMITED (Reg. No. 51/00847/06), formerly trading as NBS BANK LIMITED, Plaintiff, and MICHAU MALAN HUISAMEN, in his capacity as Co-Trustee for the time being of the HUISAMEN FAMILY TRUST, TM 6623, First Defendant, and STEPHANUS ALBERTUS DUVENHAGE, in his capacity as Co-Trustee for the time being of the HUISAMEN FAMILY TRUST, TM6623, Second Defendant, and MICHAU MALAN HUISAMEN, Third Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 17 December 1997 and a writ of execution dated 22 December 1997, the property listed hereunder will be sold in execution on Friday, 10 March 2000 at 14:15, at the Magistrate's Court, North End, Port Elizabeth:

Certain Erf 1481, Walmer, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape, measuring 1 428 (one thousand four hundred and twenty-eight) square metres, situated at 16 Seventh Avenue, Walmer, Port Elizabeth.

Improvements: Although not guaranteed, it consists of a single storey private dwelling with fitted carpets, entrance hall, lounge, dining-room, family room, kitchen, pantry, three bedrooms, bathroom, shower, two w.c.'s, two garages, servant's room, outside w.c., three store-rooms, swimming-pool, concrete boundary walls, concrete and brick paving and verandah.

Material conditions of sale:

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

2. Ten per centum (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 19% (nineteen per centum) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth on this 25th day of January 2000.

Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road (P.O. Box 59), Port Elizabeth. [Tel. (041) 396-9255.]

Case No. 34597/99

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

In the matter between CAPE OF GOOD HOPE BANK LIMITED, Plaintiff, and FRANK FISHER, First Defendant, and ANNIE EDITH FISHER, Second Defendant

In execution of the judgment of the Magistrate's Court of Bellville in the above matter, a sale will be held on Tuesday, 7 March 2000 at 09:00, at Bellville Magistrate's Court, of the following immovable property:

Erf 21437, portion of Erf 17652, Bellville, in Erica Township Extension 3, in the Local Area of Belhar, Division Cape, Province of the Western Cape, in extent 176 (one hundred and seventy-six) square metres, held by the Defendants by Deed of Transfer T62169/1989, and subject to the conditions therein-mentioned or contained, also known as 3 Lily Way, Belhar.

The following information is furnished *re* the improvements, but in this regard nothing is guaranteed: Kitchen, lounge, three bedrooms, toilet and bathroom.

Conditions of sale:

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

2. The purchaser shall pay a deposit of 10% of the purchase price in cash or by way of a bank or building society guarantee cheque on the day of the sale and the balance (with interest at the rate of 18,25% per annum from the date of sale to the date of registration of transfer) against registration of transfer, which amounts are to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys, and to be furnished to the Sheriff within fourteen (14) days from the date of sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Bellville.

Dated at Cape Town on this 21st day of January 2000.

The Sheriff of the Magistrate's Court, Bellville.

Findlay & Tait, The Cape Town Office of Bowman Gilfillan Inc., Plaintiff's Attorneys, SA Reserve Bank Building, 60 St. George's Mall, Cape Town. (Ref. A. Gordon/la/70289.)

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* B. A. NTSHONA

Mitchells Plain, Case No. 1981/97

The property: All right, title and interest in the leasehold in respect of Erf 5429, Khayelitsha, in the Area of the City Council of Lingeletu West, Cape Division, in extent 180 square metres, situated at Z2, Khayelitsha.

Improvements (not guaranteed): Single dwelling asbestos roof, lounge/kitchen, two bedrooms and bathroom/toilet/hand-basin.

Date of sale: 2 March 2000 at 10:00.

Place of sale: Mitchells Plain, Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale; 10% of the purchase price less the sum of R2 500 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, Mitchells Plain, Khayelitsha.

Matz Watermeyer, Attorneys for Judgment Creditor, Fifth Floor, Norwich Life Terrace, 25 Protea Road, Claremont.

Case No. 28840/99

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

In the matter between **BOE BANK LIMITED**, known as **NBS BOLAND BANK LIMITED**, Reg. No. 51/00847/06, formerly trading as **NBS BANK LIMITED**, Plaintiff, and **DARREL BARRY GOODALL**, First Defendant, and **MICHELLE IRENE GOODALL**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 25 November 1999, and a writ of execution dated 29 November 1999 the property listed hereunder will be sold in execution on Friday, 10 March 2000 at 14:15, at the Magistrate's Court, North End, Port Elizabeth:

Certain: Unit consisting of:

(a) Section 10, as shown and more fully described on Sectional Plan SS273/1997 in the scheme known as Ashley Glen in respect of the land and building or buildings situated at Parsonslei in the Municipality of Port Elizabeth of which section the floor area according to the said sectional plan is 62 (sixty-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 (the property).

Situated at 14 Ashley Glen, Petersvale Road, Morningside, Port Elizabeth.

Improvements: Although not guaranteed, it is a townhouse consisting of lounge/dining-room, entrance hall, kitchen, two bedrooms, bathroom, w.c. with garden area, parking facilities and communal pool and recreation room.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the Rules made thereunder and of the title deeds, in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 19% (nineteen per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this 25th day of January 2000.

Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road (P.O. Box 59) Port Elizabeth. [Tel. (041) 396-9225.]

Case No. 2904/99

IN THE HIGH COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between BOE BANK LIMITED, known as NBS BOLAND BANK LIMITED, Reg. No. 51/00847/06, formerly trading as NATAL BUILDING SOCIETY LIMITED, Plaintiff, and BRIAN REGIE CAMPHER, Defendant

In pursuance of a judgment of the above Honourable Court dated 13 December 1999 and an attachment in execution dated 15 December 1999, the following property will be sold at Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth, by public auction on Friday, 10 March 2000 at 15:00:

Erf 6861, Bethelsdorp, Municipality and Division of Port Elizabeth, measuring 320 (three hundred and twenty) square metres, situated at 1 Limburg Road, Bethelsdorp Extension 27, Port Elizabeth.

While nothing is guaranteed it is understood that the main building consists of living-room, two bedrooms, kitchen and bathroom/w.c.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, 15 Rink Street, Central, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of the Plaintiff at 173 Cape Road, Greenacres, Port Elizabeth. Telephone (041) 396-9255.

Terms: 10% deposit and Sheriff's charges of 5% of the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% up to a maximum fee of R7 000, subject to a minimum of R260, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days from the date of the sale.

Dated at Port Elizabeth on this 25th day of January 2000.

Mr G. Lotz, for Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. (Ref. Mr G. Lotz/bg/45624.)

Case No. 9654/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between EAST LONDON TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and
M. B. BONAKELE, Execution Debtor**

In pursuance of a judgment granted on 5 May 1999, in East London, Magistrate's Court, and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1 March 2000 at 09:00, to the highest bidder:

Place of sale: Magistrate's Court, Buffalo Street, East London.

Description: Erf 32875, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape (39 Thorn Bush Avenue, Braelyn Ext. 8, East London), in extent 390 (three nine zero) square metres.

Improvements: Dwelling, held by Deed of Transfer T3874/1996.

Conditions of sale:

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the Title Deeds.

2. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

3. Transfer shall be affected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

4. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and will be read out by the auctioneer at the sale.

5. The above information is furnished but not guaranteed.

Dated at East London on this 24th day of January 2000.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (043) 743-3700.] (Ref. Ms Baker/er/ELTLC/Z22376.)

Case No. 5414/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between EAST LONDON TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and
S. DASTILE, Execution Debtor**

In pursuance of a judgment granted on 26 March 1999, in East London, Magistrate's Court, and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1 March 2000 at 09:00, to the highest bidder:

Place of sale: Magistrate's Court, Buffalo Street, East London.

Description: Erf 696, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape (8 Forsyth Road, Cambridge West, East London), in extent 628 (six two eight) square metres.

Improvements: Dwelling and outbuildings, held by Deed of Transfer T3479/1994.

Conditions of sale:

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the Title Deeds.

2. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

3. Transfer shall be affected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

4. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and will be read out by the auctioneer at the sale.

5. The above information is furnished but not guaranteed.

Dated at East London on this 24th day of January 2000.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (043) 743-3700.] (Ref. Ms Baker/er/ELTLC/Z04696.)

Saak No. 5446/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaaip die Goeie Hoop Provinsiale Afdeling)

In die saak tussen ABSA BANK LIMITED, Vonnisskuldeiser, en JOHANN FREDERICK BUITENDAG, Vonnisskuldenaar

Ingevolge vonnis by verstek van bogenoemde Agbare Hof gedateer 22 Junie 1999, sal die volgende onroerende eiendom op 10 Maart 2000 om 11:00, aan die hoogste bieder te die eiendom hieronder beskryf, in eksekusie verkoop word, naamlik:

Gedeelte 21 ('n gedeelte van Gedeelte 2) van die plaas DNH Blue Rock No. 1154, afdeling Stellenbosch, Wes-Kaap provinsie (meer algemeen bekend as The Farm, Broadlands Country Estate, Portion 21, Somerset-Wes, groot 1 000 hektaar.

Die volgende inligting oor die perseel word verstrek maar nie gewaarborg nie: Daar is geen verbeterings op die perseel nie.

Voorwaardes van verkoop:

1. Die eiendom sal aan die hoogste bieder verkoop word, welke verkoping onderworpe sal wees aan die bepalings en voorwaardes vervat in die huidige titelakte van die eiendom.

2. *Betaling:* 'n Deposito van 10% (tien persent) van die koopprijs sal deur die koper aan die Balju gemaak word ten tye van die verkoping in kontant, of deur middel van 'n bankgewaarborgde tjek. Die volle balans van die koopprijs (plus rente teen 29% per jaar maandeliks gekapitaliseer, bereken op die vonnisskuld verskuldig aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van registrasie van transport) sal betaal word teen registrasie van transport, welke opdrag verseker moet word deur 'n goedgekeurde bankwaarborg wat voorsien moet word binne 14 (veertien) dae vanaf datum van verkoping.

3. Oordrag moet deur die Eiser se prokureurs geskied en die koper moet alle oordragkoste, belasting en ander noodsaaklike oordragheffings op versoek van die vermelde prokureurs betaal.

4. Die verkoopvoorwaardes sal, onmiddellik voor die verkoping, deur die Balju of afslaer uitgelees word en kan geïnspekteer word by die kantoor van die Balju vir die Hooggeregshof, Somerset-Wes en Strand (geleë te Boland Bankgebou, Hoofweg, Strand).

Gedateer te Durbanville op hierdie 27ste dag van Januarie 2000.

J. P. van Niekerk, vir Louw & Coetzee, Eiser se Prokureurs, Hoofweg 35 (Posbus 146), Durbanville. [Tel. (021) 96-3180.] (Ref. JPVN/mdv/A6.)

Saak No. 1110/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en DANIEL HARTLES SEQOBOLA, Verweerder

Kragtens 'n vonnis en beslaglegging van bogemelde Agbare Hof gedateer 7 Oktober 1999, sal die ondergetekende eiendom per publieke veiling verkoop word op Donderdag, 9 Maart 2000 om 10:00, te die kantore van die Landdroshof, Knightstraat, Kimberley, onderhewig aan die verkoopvoorwaardes wat deur die Balju van Kimberley, voorgelees sal word voordat 'n veiling 'n aanvang neem, welke verkoopvoorwaardes geïnspekteer kan word by die kantore van die Balju te Woodleystraat 36, Kimberley, en by die kantore van die prokureurs wat namens Eiser optree, die eiendom synde:

Erf 10736 (Solanestraat 555, Ipokeng, Kimberley), geleë in die Stadsgebied Galeshewe, in die distrik van die Oorgangsraad bekend as die Munisipaliteit van die Stad Kimberley, distrik Kimberley, provinsie Noord-Kaap, groot 336 vierkante meter, en gehou kragtens Transporakte T2841/98.

Voorwaardes:

1. Betaling van 10% (tien persent) van die koopprys in kontant of bankgewaarborgde tjek op datum van die veiling, en die balans betaalbaar teen registrasie van transport in die naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bankwaarborg, welke waarborg binne dertig (30) dae na die datum van die veiling van die Balju/Eiser se prokureur oorhandig moet word.

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

A. P. van der Walt, Balju vir Kimberley.

B. Honiball, vir Van der Wall & Vennote, Van der Wallgebou, Southeystraat, Kimberley. [Tel. (053) 831-1041.] (Verw. B. Honiball.) (BH/lg/ZB2009.)

Case No. 12941/99

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

In the matter between FIRSTRAND BANK LIMITED (formerly FIRST NATIONAL BANK OF S.A. LTD), Plaintiff, and MARTHINUS PLAATJIES, Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the Magistrate's Court, Kuils River, on Friday, 10 March 2000 at 09:00, namely:

Erf 3508, Blue Downs, situated in the Oostenberg Municipality, Stellenbosch Division, Province of the Western Cape, in extent 339 (three hundred and thirty-nine) square metres, held by Deed of Transfer T43499/1991.

Also known as: 67 Goldbell Street, Hillcrest, Blue Downs.

Which property is said without warranty as to the correctness thereof, to comprise of: Three bedrooms, lounge, kitchen, bathroom, toilet and tiled roof.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The balance (plus interest at the current rate of 15,5% per annum, subject to change, calculated on the capital Judgment Creditor's claim from date of sale to date of the transfer) against registration of transfer, which amounts are to be secured by a approved guarantee of a deposit taking institution to be delivered within 14 days of the sale.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereof at the offices of the Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town on this 25th day of January 2000.

Auctioneer: The Sheriff of the Court. Docex 14, Bellville.

Lindsay & Associates, Attorneys for Plaintiff, 118 Kloof Street, Gardens, 8001. (Tel. 423-7300.) (Ref. Mrs Waters/jm.)

Case No. 4221/97

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and PACKERY
APPOO, First Defendant, and CATHERINE MAGDALENE INDARANI APPOO, Second Defendant**

The following property will be sold in execution by public auction held at 54 Orion Road, Surrey Estate, Athlone, to the highest bidder on 3 March 2000 at 12:00:

Certain Erf 114617 (Portion of Erf 36103), Cape Town, at Athlone, situated in the City of Cape Town, Division of Cape, Province of Western Cape, in extent 459 (four hundred and fifty-nine) square metres, held by Deed of Transfer T37001/89, situated at 54 Orion Road, Surrey Estate, Athlone.

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, Wynberg.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 20% per annum, or prevailing rate applicable 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 with fourteen (14) days of the date of sale.

Dated at Cape Town on this 21st day of January 2000.

Kassel Sklaar Cohen & Co., Plaintiff's Attorneys, 11th Floor, Strand Towers, 66 Strand Street, Cape Town. (Tel. 419-7494.)

Case No. 2900/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

**In the matter between ABSA BANK LIMITED, Plaintiff, and DAVID JACOBUS EDWARD CARELSE and
ZELDA VIRGINIA CARELSE, Defendants**

The following property will be sold in execution at the Magistrate's Court, Somerset West, on Tuesday, 7 March 2000 at 10:00, to the highest bidder:

Erf 2431, Macassar, in the Helderberg Municipality, Division of Stellenbosch, Province of Western Cape, in extent 312 (three hundred and twelve) square metres, held by Deed of Transfer T15087/1986, situated at 50 Nagtegaal Avenue, Macassar.

1. The undermentioned dwelling without warranting the correctness thereof is comprised with open plan lounge, dining-room, kitchen, three bedrooms, bathroom and toilet, and single garage.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance (plus interest at the current rate calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 days of the sale.

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

C. F. Geel, for Heunis & Heunis Inc., Attorneys for Judgment Creditor, 10 Huising Street, Somerset West. (Ref. CFG/FS/A283G.)

Saak No. 3218/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN UITENHAGE GEHOU TE UITENHAGE

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en ADRIAAN ALBERTUS BESTER,
Eerste Verweerder, en SUZETTE BESTER, Tweede Verweerder**

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 12 Julie 1999, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 2 Maart 2000 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 2300, Despatch, afdeling Uitenhage, provinsie Oos-Kaap, groot 900 (negehonderd) vierkante meter, gehou kragtens Transportakte T1711/91, geleë te Keeromstraat 23, Despatch.

Alhoewel niks gewaarborg word nie, word dit verstaan dat die eiendom bestaan uit 'n enkelverdiepingbaksteenwoonhuis met sitkamer, eetkamer, binnebraai, drie slaapkamers, badkamer, aparte toilet en buitegeboue bestaande uit 'n enkelmotorhuis en afdak.

Terme en voorwaardes: Die koopprys sal betaalbaar wees teen 10% daarvan tydens die verkoping plus Balju (afslaers) koste teen 5% op die eerste R30 000 (dertigduisend rand) en daarna 3% tot 'n maksimum fooi van R7 000 (seweduusend rand) vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, mnr. J. Kritzinger, Magenistraat 48, Uitenhage.

Gedateer te Uitenhage op hierdie 24ste dag van Januarie 2000.

Kitchings, Eiser se Prokureurs, Kanonstraat 48, Uitenhage. (Verw. AVSK/BVS/SSV041.)

Saak No. 56/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en RAYMOND PETER VAN WYK, getroud binne
gemeenskap van goedere met MARINA CHRISTINA ELIZABETH VAN WYK, ID No. 5601100090018, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 15 Julie 1999, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 2 Maart 2000 om 09:00, te die Landdroshof, Bellville, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 1067, Delft, in die stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 285 vierkante meter, gehou kragtens Transportakte T68085/1996.

Met straatadres te Kruisvalleistraat 1, Delft.

Alhoewel geen waarborge gegee word nie, word die volgende inligting verskaf: Die eiendom is 'n huis, bestaande uit drie slaapkamers, sitkamer, kombuis en badkamer/toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Afslaer, mnr. I. J. Hugo, Balju vir die distrik Bellville, te Northumberlandweg 29, Bellville, met telefoonnommer (021) 948-8326.

Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) daarvan in kontant ten tyde van die verkoping en die volle saldo daarvan is teen registrasie van oordrag betaalbaar.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer/Balju, mnr. I. J. Hugo, Balju vir die distrik Bellville, telefoonnommer (021) 948-8326, en by die kantore van Van der Spuy & Vennote, The Bridge, Tweede Verdieping, Gebou 4, Durbanweg 304, Bellville.

Die aanwysings om by die perseel waarop die verkoping gaan plaasvind uit te kom, is verkrygbaar vanaf die Balju by bogemelde telefoonnommer.

Gedateer te Bellville op hierdie 26ste dag van Januarie 2000.

Van der Spuy & Vennote, Prokureurs vir Vonniskskuldeiser, The Bridge, Gebou 4, Tweede Verdieping, Durbanweg 304, Bellville. [Verw. Me D. E. Beukes/AF(ms).]

Saak No. 7483/97

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen EP LTD, Eiser, en WILBERFORCE PETER HANSE, ID No. 7401255209085, getroud in gemeenskap van goedere met GAIRONECIA HANSE, ID No. 7206210507089, Verweerder

Ingevolge 'n vonnis toegestaan in bogemelde Agbare Hof op 10 September 1997 en 'n lasbrief vir eksekusie teen goed uitgevoer op 17 November 1999, sal die ondervermelde vaste eiendom per openbare veiling verkoop word op 2 Maart 2000 om 11:00, te Landdroshof, Durbanstraat, Uitenhage:

Sekere stuk grond, synde Erf 6062, Despatch, geleë in die Plaaslike Oorgangsraad en Afdeling Despatch, groot 286 vierkante meter, gehou kragtens Akte van Transport T93710/1996.

Die volgende inligting word verskaf, alhoewel geen waarborg in die verband daarmee gegee word nie: Die eiendom is geleë en bekend as Albatrosstraat 22, Reservoir Hills, Despatch, bestaande uit 'n woonhuis onder sinkdak met een slaapkamer, kombuis en toilet. *Gesoneer*: Enkelwoondoeleindes.

Voorwaardes van verkoop:

1. Die eiendom sonder reserweprys, word voetstoots verkoop, onderworpe aan die terme en voorwaardes van die Landdroshowewet en Reëls en die terme van die titelaktes, in sover dit van toepassing mag wees.

2. Die koopprys moet soos volg betaal word:

(a) Tien persent (10%) daarvan in kontant tydens die verkoping plus Balju (Afslaaers) koste teen 5% op die eerste R30 000 (dertigduisend rand) en daarna 3% tot 'n maksimum fooi van R7 000 (sewenduisend rand).

(b) Die balans teen transport verseker te word deur middel van goedgekeurde bank- of bouverenigingwaarborg ten gunste van die Vonnisskuldeiser en/of sy genomineerde by die Balju vir die Landdroshof ingehandig te word binne veertien dae na datum van verkoping, welke waarborg op registrasie van transport van die eiendom op naam van die koper, betaalbaar sal wees vry van wisselkoers te Uitenhage.

3. Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju vir die Landdroshof, Uitenhage-Suid, telefoonnommer (041) 922-9934.

Gedateer te Uitenhage op die 25ste dag van Januarie 2000.

Baard Lessing & Kie., Prokureurs vir Eiser, Bairdstraat 14, Uitenhage, 6229.

Case No. 4700/99

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

In the matter between METROPOLITAN LIFE LIMITED, Execution Creditor, and WITNESS BANDA, Execution Debtor

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 14 December 1999, the following property will be sold on 15 March 2000 at 10:00, or so soon thereafter as the matter may be called at the Magistrate's Office, Zwelitsha:

Erf 2733, Bisho (Bisho Park Township), Municipality of the City of Bisho, Administrative District of King William's Town, Province of the Eastern Cape, in extent 540 (five hundred and forty) square metres, held under Deed of Transfer T92/1997, and mortgaged in favour of Metropolitan Life Limited under Mortgage Bond No. B45/1997.

This property is known as 22 Mafani Road, Bisho Park, Bisho.

No further information is available.

Conditions of sale:

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

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

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

4. The full conditions of sale will be read out at the time of the sale and may be inspected at the Magistrate's Office, Komga.

Dated at King William's Town this 26th day of January 2000.

Smith Tabata Loon & Connellan, Plaintiff's Attorneys, 126 Alexandra Road, King William's Town, 5600. (Ref. Mrs Nel/rc/13/M323/004.)

Case No. 1449/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD
AT KING WILLIAM'S TOWN****In the matter between RECEIVER OF REVENUE, Execution Creditor, and Mr IONNIS KACNIS, Execution Debtor**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 5 April 1995, the following property will be sold on 7 March 2000 at 10:00, or as soon as the matter may be called at the Sheriff's Warehouse, KSM Building, Eales Street, King William's Town, to the highest bidder:

Erf 162, Berlin, Municipality of East London and Division of King William's Town, in extent 1,6204 hectares, situated at Wiggleman Street, Berlin. There is a dwelling with verandah.

Erf 1300, a portion of Erf 5, Berlin, Municipality of East London, Division of King William's Town, in extent 3,0292 hectares, situated at Hans Coetzer Street, Berlin. Verandah, carport, goods shed, ablution block, guard house and switchroom.

Erf 2089, King William's Town, Municipality and Division of King William's Town, measuring 809 (eight hundred and nine) square metres, situated at 15 Victoria Street, King William's Town, being 3 large industrial units—incomplete.

Erf 2131, King William's Town, Municipality and Division of King William's Town, measuring 4 047 (four thousand and forty-seven) square metres, situated at 192 and 194 Buffalo Road, King William's Town, being a garage with workshops behind. One dwelling which has been converted into a woodworking workshop.

Erf 1538, Stutterheim, Stutterheim Transitional Local Council, Division of Stutterheim, in extent 928 (nine hundred and twenty-eight) square metres, situated at Maclean Street, a large shop/business.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Plaintiff's attorneys within ten (10) days after the date of the sale to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all dues including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale will be read out at the time of the sale and may be inspected at the Sheriff's Office, Eales Street, King William's Town, prior to the date of sale.

Dated at King William's Town on this 26th day of January 2000.

Smith Tabata Loon & Connellan, Plaintiff's Attorneys, 126 Alexandra Road, King William's Town. (Ref. Mrs Nel/RC/18/S619/007.)

Case No. 11703/99**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD
CHAMBERS, TODD STREET, PORT ELIZABETH****In the matter between ODENDAALS ATTORNEYS, Plaintiff, and COLIN DE RIDDER, Defendant**

In pursuance of a judgment in the Court of the Magistrate for the District of Port Elizabeth on 21 April 1999, and a writ of execution issued in accordance therewith, the goods listed hereunder will be sold in execution without reserve to the highest bidder on Friday, 31 March 2000 at 14:14, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Section 95, Voyle Court, North End, Port Elizabeth, also known as Flat 31, Voyle Court, Milner Avenue, North End, Port Elizabeth.

Dated at Port Elizabeth on this 26th day of January 2000.

J. B. Odendaal, for Odendaals Attorneys, 55 Fourth Avenue (P.O. Box 7486), Newton Park, Port Elizabeth. (Ref. Mrs Van Vuuren.)

Case No. 33681/99**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****In the matter between BOE BANK LIMITED, Plaintiff, and MICHAEL BRADLEY GLENNVILLE
DODGEN, First Defendant, and VENECIA LYN DODGEN, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 22 November 1999, the property listed hereunder, and commonly known as 9A Eike Road, Sybrandpark, Rondebosch, will be sold in execution at the premises on Wednesday, 8 March 2000 at 10:00, to the highest bidder:

Erf Remainder Erf 29610, portion of Erf 29480, Cape Town at Mowbray, situated in the City of Cape Town, Division Cape, Western Cape Province, in extent 265 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey semi-detached residence, built of brick with tiled roof, comprising three bedrooms, lounge, dining-room, kitchen, one and a half bathrooms, shower, two toilets and garage.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 & 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 20th day of January 2000.

I. Broodryk, for Cliffe Dekker Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2971.)

Case No. 2162/99

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

In the matter between BOE BANK LIMITED, Plaintiff, and ABDURAHMAN PARKER, Identity Number 6401235233081, Defendant

In pursuance of a judgment of the Magistrate's Court of Simonstown and writ of execution dated 2 November 1999, the property listed hereunder, and commonly known as 17 Clifton Road, Muizenberg, will be sold in execution at the premises on Wednesday, 8 March 2000 at 13:00, to the highest bidder:

Erf 87451, Cape Town at Muizenberg, in the South Peninsula Municipality, Division Cape, Province of the Western Cape, in extent 532 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, dining-room, kitchen, bathroom, shower, two toilets, single garage, granny flat under asbestos roof.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Simonstown, 131 St. George's Street, Simonstown. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 25th day of January 2000.

I. Broodryk, for Cliffe Dekker Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2880.)

Case No. 37540/99

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

In the matter between BOE BANK LIMITED, Plaintiff, and MOEGAMMAD SHAFIEK SLAMANG, Identity No. 6702265201082, First Defendant, and KASHIEFA SLAMANG, Identity No. 6006010078088, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 23 December 1999, the property listed hereunder, and commonly known as 13 Finn Road, Zeekoevlei, will be sold in execution at the premises on Tuesday, 7 March 2000 at 12:00, to the highest bidder:

Erf 1460, portion of Erf 281, Zeekoevlei, situated in the South Peninsula Municipality, Cape Division, Western Cape Province, in extent 539 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, one and a half bathrooms, shower and two toilets.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 & 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 20th day of January 2000.

I. Broodryk, for Cliffe Dekker Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2987.)

Case No. 30090/98

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

**In the matter between NBS BOLAND BANK LIMITED, formerly NBS BANK LIMITED, Plaintiff, and
CHIMNEYPOT 1016 CC (Reg. No. CK96/39741/23), Defendant**

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 6 April 1999, the property listed hereunder, and commonly known as Section 61, Greyville, also known as Unit 66, Greyville, Punters Way, Kenilworth Park, Kenilworth, will be sold in execution at the premises on Monday, 6 March 2000 at 14:00, to the highest bidder:

A unit, consisting of:

(a) Section 61, as shown and more fully described on Sectional Plan SS371/96, in the scheme known as Greyville in respect of the land and building or buildings situated at Kenilworth, in the City of Cape Town, Cape Division, Western Cape Province, of which section the floor area, according to the said sectional plan is 56 (fifty-six) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST19686/96 dated 18 October 1996.

The following improvements are reported to be on the property, but nothing is guaranteed: A flat on the first floor, comprising two bedrooms, lounge, kitchen, bathroom and toilette.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 & 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 20th day of January 2000.

I. Broodryk, for Cliffe Dekker Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2698.)

Saak No. 1008/99

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen ABSA BANK BEPERK, Eiser, en S. J. ZANA, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 15 Februarie 1999, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 2 Maart 2000 om 11:00, voor die Landdroshof, Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf No. 9741, Rosedale, in die munisipaliteit van Uitenhage en afdeling van Uitenhage, groot 398 vierkante meter (driehonderd agt en negentig vierkante meter), gehou kragtens Transportakte Nr. T59833/98, geleë te Spreeustraat 2, Rosedale, Uitenhage.

Verbeterings: Gesoneer: Enkelwoondoeleindes.

'n Steenkonstruksie woonhuis met teëldak, sitkamer, kombuis, 2 slaapkamers en 1 badkamer/toilet. (Alhoewel niks in hierdie verband gewaarborg word nie).

Terme en voorwaardes: Die 10% van die koopprys sal tydens die verkoping betaalbaar wees en indien die Balju as Afslaer opgetree het, sal 5% van die opbrengs van die verkoping tot 'n prys van R30 000,00 en daarna 3% tot maksimum van R7 000,00 met 'n minimum van R260,00 ook deur die koper aan die Balju betaalbaar wees tydens die verkoping en vir die balans moet 'n aanneembare bank waarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju Suid, Magenistraat 48, Uitenhage.

Gedateer te Uitenhage op die 20ste dag van Januarie 2000.

G. P. van Rhyen, Minnaar & Kie., Eerste Vloer, Rhymingebou, Republiek Plein, Uitenhage. (Verw. CTAM/tdp/S09119.)

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* A. A. CLASSEN**Mitchells Plain. Case No. 7310/99.**

The property: Erf 20762, Mitchells Plain, situate in the City of Cape Town, Cape Division, in the Province of the Western Cape, in extent 293 square metres, situate at 1 Hilary Street, Woodlands, Mitchells Plain.

Improvements (not guaranteed): Single dwelling, tiled roof, lounge, kitchen, 3 bedrooms and bathroom/toilet.

Date of sale: 29 February 2000 at 10:00.

Place of sale: Mitchells Plain Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500,00 in cash or by bank cheque upon signature of the conditions of sale; 10% of the purchase price less the sum of R2 500,00 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, Mitchells Plain North.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Norwich Life Terrace, 25 Protea Road, Claremont.

Case No. 749/99

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MLONDOLOZI JIMMY WILLIAMS, First Defendant, and NONKULULEKO MAUREEN WILLIAMS, Second Defendant

In pursuance of a judgment in the High Court of Port Elizabeth dated 4 June 1999 and a writ of execution dated 30 June 1999, the property listed hereunder will be sold in execution on Friday, 3 March 2000 at 15:00, at the Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth:

Certain Erf 429, Kwadwesi, situate in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape, measuring 325 m² (three hundred and twenty five) square metres, situated at 6 Qwashe Street, Kwadwesi, Port Elizabeth.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the High Court Act and the Rules made thereunder, and of the title deeds insofar as these are applicable.

2. Ten percent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 20% (twenty percent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the High Court.

Dated at Port Elizabeth on this 27th day of January 2000.

Lexicon Attorneys, Plaintiff's Attorneys, cnr. Westbourne and Clevedon Roads, P.O. Box 23348, Port Elizabeth. [Tel. (041) 3737434.] (Ref. Mr S. G. Bossé/Mrs Daniels/S0052/210.)

Case No. 20278/99

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and ARTHUR JAMES BROWN, First Defendant, and ALVINA CECILIA BROWN, Second Defendant

In the above matter a sale will be held on Tuesday, 29 February 2000 at 10:00, at the Mitchells Plain Magistrate's Court, being:

Erf 15102, Mitchells Plain, situate in the City of Cape Town, Cape Division, Province of the Western Cape, measuring 251 square metres, also known as No. 52 Suikerbos Street, Lentegour, Mitchells Plain.

Conditions of sale:

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

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the mortgage bond interest rate, prevailing from time to time and currently at fourteen comma five percentum (14,5%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising 3 bedrooms, lounge, 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 and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, cnr. Willie van Schoor and Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. A. Pepler/lr.)

Saak No. 1763/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KURUMAN GEHOU TE KURUMAN

In die saak tussen KURUMAN MUNISIPALITEIT, Eiser, en HENRY MARSELLA, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bogemelde Agbare Hof op 22 Februarie 1999, die onderstaande eiendom tewete:

Erf 2695, Kuruman, geleë in die munisipaliteit Kuruman, afdeling Kuruman, provinsie Noord-Kaap, groot 794 vierkante meter (ook bekend as Jan Fiskaalstraat 19, Wrenchville)

in eksekusie verkoop sal word op 14 Maart 2000 by die Landdroskantore, Ben Malanstraat, Kuruman om 10:00.

Voorwaardes vir verkoping:

1. Die eiendom word voetstoots verkoop en niks word gewaarborg nie.

2. Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) plus verkoopskommissie op die dag van die verkoping. Die balans tesame met rente teen prima koers van ABSA Bank Beperk tot datum van betaling, sal betaal of verseker word by wyse van 'n bank- of bougenootskapwaarborg binne 30 (dertig) dae na datum van verkoping. Die gemelde rente sal betaalbaar wees vanaf die datum van die verkoping.

3. Die koper sal alle bedrae betaal om transport te neem, insluitende hereregte, BTW (indien van toepassing), belasting, sanitêre fooie ens.

4. Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Tseningweg 4, Kuruman.

5. Indien die koper sou nalaat om enige van die voorwaardes van die verkoping na te kom, sal hy die deposito genoem in paragraaf 6.1 verbeur ten gunste van die eksekusieskuldeiser sonder benadeling van regte van die eksekusieskuldeiser om enige eis om skadevergoeding teen die koper in te stel.

Gedateer te Kuruman op hede die 26ste dag van Januarie 2000.

Duvenhage & Van der Merwe, Prokmedsentrum, Hoofstraat, Posbus 63, Kuruman, 8460.

Saak No. 1284/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KURUMAN GEHOU TE KURUMAN

In die saak tussen KURUMAN MUNISIPALITEIT, Eiser, en REVONA LIEBENBERG, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bogemelde Agbare Hof op 16 Julie 1999, die onderstaande eiendom tewete:

Erf 2365, Kuruman, geleë in die munisipaliteit Kuruman, afdeling Kuruman, provinsie Noord-Kaap, groot 640 vierkante meter (ook bekend as Abeliastraat 4, Kuruman)

in eksekusie verkoop sal word op 14 Maart 2000 by die Landdroskantore, Ben Malanstraat, Kuruman om 10:00.

Voorwaardes vir verkoping:

1. Die eiendom word voetstoots verkoop en niks word gewaarborg nie.

2. Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) plus verkoopskommissie op die dag van die verkoping. Die balans tesame met rente teen prima koers van ABSA Bank Beperk tot datum van betaling, sal betaal of verseker word by wyse van 'n bank- of bougenootskapwaarborg binne 30 (dertig) dae na datum van verkoping. Die gemelde rente sal betaalbaar wees vanaf die datum van die verkoping.

3. Die koper sal alle bedrae betaal om transport te neem, insluitende hereregte, BTW (indien van toepassing), belastings, sanitêre fooie ens.

4. Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Tseningweg 4, Kuruman.

5. Indien die koper sou nalaat om enige van die voorwaardes van die verkoping na te kom, sal hy die deposito genoem in paragraaf 6.1 verbeur ten gunste van die eksekusieskuldeiser sonder benadeling van regte van die eksekusieskuldeiser om enige eis om skadevergoeding teen die koper in te stel.

Gedateer te Kuruman op hede die 25ste dag van Januarie 2000.

Duvenhage & Van der Merwe, Prokmedsentrum, Hoofstraat, Posbus 63, Kuruman, 8460.

Case No. 14430/99

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

**In the matter between FIRST NATIONAL BANK, a division of FIRSTRAND BANK LIMITED, Plaintiff
(Execution Creditor), and ELIZABETH BROWN, Defendant (Execution Debtor)**

In pursuance of a judgment by the Court granted in the above suite the following immovable property will on 9 March 2000 at 09:00, be sold in execution. The auction will take place at the Goodwood Magistrate's Court and the property to be sold is:

Erf 5000, Matroosfontein, situate in the City of Tygerberg, Cape Division, Western Cape Province, in extent 282 (two hundred and eighty two) square metres, situate at 7 Rose Road, Bishop Lavis.

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

Asbestos roof, brick walls, 1 lounge, 1 kitchen, 3 bedrooms and 1 bathroom.

Terms:

1. The sale will be "voetstoots" without reserve and to the highest bidder but subject to the Magistrate's Court Act and Rules and all conditions contained in the Title Deed under which the property is held.

2. Auctioneer's charges and 10% of the purchase price payable on the day of the sale and the balance to be secured within fourteen (14) days of the sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the above Court.

Signed at Cape Town this the 24th day of January 2000.

G. C. Cooper, Attorney for Plaintiff, Mostert & Bosman, 3rd Floor, Leadership House, 40 Shortmarket Street, Greenmarket Square, P.O. Box 1456, Cape Town. (Ref. G. C. Cooper/TVE/W10764.)

Saak No. 14028/99

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

**In die saak tussen H. T. S. DANIEL PIENAAR, Eiser, en LYNETTE ROUSSEAU,
Identiteitsnommer 5909060116081, Verweerder**

Ingevolge 'n vonnis toegestaan in bogemelde Agbare Hof op 15 November 1999 en 'n lasbrief vir eksekusie teen goed uitgevoer op 13 Desember 1999, sal die ondervermelde vaste eiendom per openbare veiling verkoop word op 2 Maart 2000 om 11:00, te Landdroshof, Durbanstraat, Uitenhage:

Sekere stuk grond, synde Erf 7178, Uitenhage, geleë in die Plaaslike Oorgangsraad en Afdeling Uitenhage, groot 810 vierkante meter, gehou kragtens Akte van Transport T34218/1999.

Die volgende inligting word verskaf, alhoewel geen waarborg in die verband daarmee gegee word nie: Die eiendom is geleë en bekend as Aalwylrylaan 8, Uitenhage, bestaande uit 'n woonhuis onder asbesdak met drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer, toilet, motorhuis en buitetoilet.

Gesoneer: Enkelwoonddoeleindes.

Voorwaardes van verkoop:

1. Die eiendom sonder reserweprys, word voetstoots verkoop, onderworpe aan die terme en voorwaardes van die Wet op Landdroshof en Reëls en die terme van die titelaktes, in sover dit van toepassing mag wees.

2. Die koopprys moet soos volg betaal word:

(a) 10% (tien persent) daarvan in kontant tydens die verkoping plus Balju- (afslaers-) koste teen 5% op die eerste R30 000 (dertigduisend rand) en daarna 3% tot 'n maksimum fooi van R7 000 (seweduusend rand).

(b) Die balans teen transport verseker te word deur middel van goedgekeurde bank- of bouverenigingwaarborgte ten gunste van die Vonnisskuldeiser en/of sy genomineerde by die Balju vir die Landdroshof ingehandig te word binne 14 dae na datum van verkoping, welke waarborgte op registrasie van transport van die eiendom op naam van die koper, betaalbaar sal wees vry van wisselkoers te Uitenhage.

3. Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju vir die Landdroshof, Uitenhage-Noord [Tel. (041) 991-0038].

Gedateer te Uitenhage op die 27ste dag van Januarie 2000.

Baard Lessing & Kie., Prokureurs vir Eiser, Bairdstraat 14, Uitenhage, 6229.

Case No. 10730

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

In the matter between ABSA BANK LTD, Plaintiff, and ISMAIL MENIERS, First Defendant, and ASEYAH MENIERS, Second Defendant

In pursuance of judgment granted on 30 August 1993, in the Goodwood Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 2 March 2000 at 09:00, at Goodwood Magistrate's Court, to the highest bidder:

Description: Erf 22172 (Portion Erf 11675), Goodwood, in the Local Area of Elsie's River, Cape Division, Province of the Western Cape, also known as 36 28th Avenue, Elsie's River, in extent 513 square metres.

Improvements: Lounge, kitchen, three bedrooms and two bathrooms, held by the Defendants in their name under Deed of Transfer T41899/99.

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 20% 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, Goodwood.

Dated at Bellville on this 17th day of January 2000.

G. J. Visser, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 2 Park Alpha, Du Toit Street, Bellville, 7530; P.O. Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. G. J. Visser/HS/A0020/44.)

Case No. 25810/99

PH 308

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Judgment Creditor, and DANIEL JOHANNES NEL, Identity Number 4304025108004, First Judgment Debtor, and JOHANNA CHRISTINA NEL, Identity Number 4307080091007, Second Judgment Debtor

In pursuance of judgment granted on 8 December 1999, in the above Honourable Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 3 March 2000 at 10:00, by the Sheriff of the High Court, Gonubie, at the First and Second Defendant's premises at 12 Noel Graham Terrace, Gonubie, to the highest bidder:

Description: Erf 2388, in the Township of Gonubie, Registration Division RD, Province of the Eastern Cape, in extent measuring 1 215 (one thousand two hundred and fifteen) square metres.

Street address: Known as 12 Noel Graham Terrace, Gonubie.

Zoned: Special Residential.

Improvements: The following information is given but nothing in this regard is guaranteed: The improvements on the property consists of the following: A vacant piece of land.

Held by the First and Second Judgment Debtors in their names under Deed of Transfer T3746/1995.

The full conditions may be inspected at the offices of the Sheriff of the High Court, Gonubie, at 43 Frame Park, Phillip Frame Road, Chiselhurst, East London.

Dated at Pretoria on this 21st day of January 2000.

Newtons, Plaintiff's Attorneys, 16th Floor, Volkskas Centre, 230 Van der Walt Street, Pretoria. [Tel: (012) 320-6868.] [Fax (012) 320-6892.] (Ref. I00231/L. Hurly/R. Duvenage/lvw.)

Saak No. 12536/99

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen HOËRSKOOL BRANDWAG, Eiser, en JAN PRINS, ID No. 4901255074010, getroud in gemeenskap van goedere met PATRICIA PRINS, ID No. 5204110169011, Verweerders

Ingevolge 'n vonnis toegestaan in bogemelde Agbare Hof op 27 Oktober 1999 en 'n lasbrief vir eksekusie teen goed uitgevoer op 3 Desember 1999, sal die ondervermelde vaste eiendom per openbare veiling verkoop word op 2 Maart 2000 om 11:00 te Landdroshof, Durbanstraat, Uitenhage:

Sekere stuk grond, synde Erf 9508, Uitenhage, geleë in die Plaaslike Oorgangsraad en afdeling Uitenhage, groot 682 vierkante meter, gehou kragtens Akte van Transport T40239/1987.

Die volgende inligting word verskaf, alhoewel geen waarborg in die verband daarmee gegee word nie: Die eiendom is geleë en bekend as Starlingrylaan 27, Uitenhage, bestaande uit 'n woonhuis onder asbesdak met drie slaapkamers, sitkamer, kombuis, badkamer, toilet en buitekamer. *Gesoneer:* Enkelwoondoeleindes.

Voorwaardes van verkoop:

1. Die eiendom sonder reserweprys, word voetstoots verkoop, onderworpe aan die terme en voorwaardes van die Wet op Landdroshowe en Reëls en die terme van die titelaktes, in sover dit van toepassing mag wees.

2. Die koopprys moet soos volg betaal word:

(a) Tien persent (10%) daarvan in kontant tydens die verkoping plus Balju (afslaers) koste teen 5% op die eerste R30 000 dertigduisend rand) en daarna 3% tot 'n maksimum fooi van R7 000 (seweduusend rand).

(b) Die balans teen transport verseker te word deur middel van goedgekeurde bank- of bouverenigingwaarborgte ten gunste van die Vonniskuldeiser en/of sy genomineerde by die Balju vir die Landdroshof ingehandig te word binne veertien dae na datum van verkoping, welke waarborgte op registrasie van transport van die eiendom op naam van die koper, betaalbaar sal wees vry van wisselkoers te Uitenhage.

3. Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju vir die Landdroshof, Uitenhage-Noord [Tel. (041) 991-0038.]

Gedateer te Uitenhage op die 27ste dag van Januarie 2000.

Baard Lessing & Kie., Prokureurs vir Eiser, Bairdstraat 14, Uitenhage, 6229.

Case No. 1464/99

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

In the matter between COMMUNICARE, Plaintiff, and BENJAMIN SAKHUMZI MAQALA, First Defendant, and JOYCE NOMONDE MAQALA, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Ceres and writ of execution dated 11 October 1999, the property listed hereunder, and commonly known as Erf 5921, Ceres will be sold in execution on Wednesday, 8 March 2000 at 10:00 at 50 Buckingham Crescent, Ceres, to the highest bidder:

Erf 5921, Ceres, situated in the Ceres Municipality, Cape Division, Province of the Western Cape, in extent 309 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Face brick dwelling under asbestos roof consisting of two bedrooms, kitchen, lounge and bathroom, held by the Defendants under Deed of Transfer T5279/1995.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 1 Rivierkant, Ceres. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 25th day of January 2000.

Cliffe Dekker Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. Coll/GH/82781.)

Case No. 1610/99

IN THE HIGH COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and DAVID OWEN NORMAN EMSLIE, Defendant

In pursuance of a judgment of the above Honourable Court dated 10 August 1999, and the warrant of execution dated 20 August 1999, the following will be sold, voetstoots, in execution, without reserve, to the highest bidder on 1 March 2000 at 11:00 at Olympic Village, Macon Road, Lorraine, Port Elizabeth:

All the right, title and interest of the Mortgagor, as Developer, in and to the right to erect and complete from time to time within a period of 5 (five) years from 26 September 1996 for his personal account further buildings on the specified portion of the common property as indicated on the plan referred to in section 25 (2) (a) of the Act, and to divide such building or buildings into a section or sections and common property and to confer the right of exclusive use over portion of such common property upon the owner or owners of one or more of such units in the scheme known as Olympic Village, in respect of the land and building or buildings situated at Lorraine, Municipality of Port Elizabeth and shown of Section Plan SS405/96, held by Certificate of Real Right SK3891/96, situated at Olympic Village, Macon Road, Lorraine, Port Elizabeth.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% and the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorneys, to be furnished within 14 days of the date of the sale. Sheriff's charges at 5% on the first R30 000 and 3% on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 24th day of January 2000.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. [Tel. (041) 582-1250.] (Ref. EJM/W23016/ag.)

Case No. 1980/95

IN THE HIGH COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and MAGESHVERAN MOODLEY, NO, First Defendant, MOGNAMBAL MOODLEY, NO, Second Defendant, MAGESHVERAN MOODLEY, Third Defendant, and MOGNAMBAL MOODLEY, Fourth Defendant

In pursuance of a judgment of the above Honourable Court dated 30 August 1995, and the warrant of execution dated 5 September 1995, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 2 March 2000 at 11:00, at 12 Alyssum Crescent, Malabar, Port Elizabeth:

Erf 1254, Malabar, in the Municipality and Division of Port Elizabeth, measuring 647 (six hundred and forty-seven) square metres, held by Deed of Transfer T57165/94, situated at 12 Alyssum Crescent, Malabar, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tile dwelling, entrance hall, lounge, family room, dining-room, sun room, kitchen, three bedrooms, bathroom, w.c. and en-suite bath/w.c. and double garage.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished within 14 days of the date of the sale. Sheriff's charges at 5% on the first R30 000 and 3% on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth on this 17th day of January 2000.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. [Tel. (041) 582-1250.] (Ref. EJM/W20811/ag.)

Saak No. 104441/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS,
TODDSTRAAT, PORT ELIZABETH

In die saak tussen ABSA BANK BEPERK, Eiser, en PETRUS JOHANNES LANDMAN, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof dateer 31 Oktober 1996, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Woensdag, 8 Maart 2000 om 11:00, by Mountweg 32, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 1893, Mount Road, in die munisipaliteit en afdeling Port Elizabeth, groot 1 220 vierkante meter, gehou kragtens Transportakte T15283/1989, ook bekend as Mountweg 32, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit ingangsportaal, gesinskamer, sitkamer, kombuis, vier slaapkamers, badkamer, dubbelmotorhuis, vyf stookkamers en waskamer.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Betaalvoorwaardes: 10% (tien persent) van die koopprys moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne 14 (veertien) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 484-2734).

Datum: 27 Januarie 2000.

Greyvensteins Nortier, St Georgehuis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z04770.)

Saak No. 3498/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

In die saak tussen ABSA BANK BEPERK, Eiser, en A C GLASS & ALUMINIUM SERVICES (PTY) LIMITED, Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Vrydag, 10 Maart 2000 om 12:00, by die Landdroskantoor, Vredenburg:

Die onroerende eiendom wat verkoop word is 'n onbeboede erf en word omskryf as:

Sekere Erf 9011, Vredenburg, geleë in die Weskus Skiereiland Oorgangsraad, afdeling Malmesbury, Wes-Kaap-provinsie, groot 1 341 (eenduisend driehonderd een-en-veertig) vierkante meter, gehou kragtens Transportakte T52397/1997, ook bekend as Panoramasingel 5, Vredenburg.

Veilingvoorwaardes:

1. Die veiling is onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalinge van artikel 66 van voormelde Wet.

2. $\frac{1}{10}$ (een tiende) van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingdatum deur middel van 'n bank- of bougenootskapwaarborg, gewaarborg word.

3. Verdermeer, onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Vredenburg.

Geteken te Bellville op die 28ste dag van Januarie 2000.

L. Sandenbergh, vir Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.

Saak No. 4264/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen ABSA BANK BEPERK, h/a VOLKSKAS BANK, Eiser, en KIMBERLEY CATERING SERVICES (EDMS.) BPK., Verweerder

Kragtens 'n vonnis gedateer 97-07-02, en 'n lasbrief vir eksekusie van bogemelde Agbare Hof gedateer 97-07-02, sal die ondergemelde eiendomme per publieke veiling verkoop word op Donderdag, 9 Maart 2000 om 10:00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopsvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopsvoorwaardes inspekteer kan word by die kantore van die Balju van Kimberley en by die kantore van die Prokureurs wat namens die Eiser optree, die eiendomme synde:

Sekere Erf 9593, Kimberley, geleë in die administratiewe distrik Kimberley, groot 258 (twee vyf agt) vierkante meter.

Sekere Erf 9610, Kimberley, geleë in die administratiewe distrik Kimberley, groot 293 (twee nege drie) vierkante meter.

Sekere Erf 15383, Kimberley, geleë in die administratiewe distrik Kimberley, groot 44 (vier vier) vierkante meter. Geregistreer in die naam van die Verweerder en bekend as Markplein 14, Kimberley.

Sekere Erf 8085, Kimberley, geleë in die administratiewe distrik Kimberley, groot 381 (drie agt een) vierkante meter. Geregistreer in die naam van die Verweerder en bekend as Wrightstraat 19-21A, Kimberley.

Sekere Erf 8086, Kimberley, geleë in die administratiewe distrik Kimberley, groot 376 (drie sewe ses) vierkante meter. Geregistreer in die naam van die Verweerder en bekend as Wrightstraat 15-17, Kimberley.

Sekere Erf 8087, Kimberley, geleë in die administratiewe distrik Kimberley, groot 378 (drie sewe agt) vierkante meter. Geregistreer in die naam van die Verweerder en bekend as Wrightstraat 13, Kimberley.

Sekere Erf 6495, Kimberley, geleë in die administratiewe distrik Kimberley, groot 637 (ses drie sewe) vierkante meter. Geregistreer in die naam van die Verweerder en bekend as Hullstraat 51-53, Kimberley.

Voorwaardes:

1. Betaling van 10% van die koopprys in kontant op datum van die veiling, en die balans betaalbaar teen registrasie van transport op die naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bank of bouverenigings waarborg en elke waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.

2. Afslaerskommissie teen 5% van die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Gedateer te Kimberley op hierdie 1ste dag van Februarie 2000.

Engelsman, Benade & Van der Walt Ing., per: M. L. van Niekerk, Prokureurs vir Eiser, Du Toitspanweg 80, Kimberley, 8301. (Verwysing: Mnr. Van Niekerk/ev/A603/C00668.)

Saak No. 11687/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen N B S BANK, a Division of BOE BANK LTD (Reg. No. 87/01384/06), Vonnisskuldeiser, en WAYNE TASWELL SICKLE, 1ste Vonnisskuldenaar, en ZORRA BEBE SICKLE, 2de Vonnisskuldenaar

Geliewe kennis te neem dat die ondergemelde onroerende eiendom in eksekusie verkoop sal word op 3 Maart 2000 om 09:00, te Landdroshof, Kuilsrivier:

Erf 4273, Eersterivier, in die plaaslike area van Bluedowns, afdeling Stellenbosch, Wes Kaap, groot 377 vierkante meter, gehou kragtens Titellakte T72428/91, bekend as Miragelaan 18, Constantia Park, Eersterivier.

Geliewe verder kennis te neem dat die verkoopsvoorwaardes vir inspeksie by die Balju van die Hof, Kuilsrivier, ter insae sal lê en voor die verkoping uitgelees sal word.

Die volgende inligting word gegee maar nie gewaarborg nie. Die eiendom bestaan uit: *Eiendomsbeskrywing*: Baksteen woonhuis met twee slaapkamers, sitkamer, kombuis en enkel toilet onder everite dak.

Geliewe verder kennis te neem dat 10% van die koopprys in kontant op die dag van die verkoping betaal moet word en die balans verseker moet word deur 'n bankwaarborg, welke gegee moet word binne veertien (14) dae na datum van verkoping.

Geteken te Strand op hierdie 31ste dag van Januarie 2000.

H. L. N. Joubert, Prokureur vir Skuldeiser, W P Holder Boiskin & Joubert, Van der Stel Gebou, Galloway Plein, Strand, 7140. [Tel. (021) 853-1027.] (Verw: MB/-.)

Case No. 10143/99

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

ABSA BANK LIMITED versus JOHANNES ALBERTUS NIEKERK VAN DER MERWE and LUSINDA VAN DER MERWE

The following property will be sold in execution at the site of the property, 38 10th Avenue, Belmont Park, Kraaifontein, Western Cape, on Friday, 3 March 2000 at 13:30, to the highest bidder:

Erf 10354, Kraaifontein, in extent 992 square metres, held by T24449/1990, situated at 38 10th Avenue, Belmont Park, Kraaifontein, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, diningroom, family room, kitchen, pantry, two bedrooms and two bathrooms. *Outbuildings*: Two storerooms, carport, bedroom and bathroom.

2. *Payment*: Ten per centum of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale and the balance thereof against registration of transfer together with interest at the rate of 15,5% p.a., or the prevailing rate, on the full purchase price, calculated and capitalised monthly from date of sale to date of transfer and shall be secured by an acceptable bank guarantee to be delivered within 14 days of the 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.

Cliffe Dekker Fuller Moore Inc., (Incorporating Silberbauers), Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. 202267/cs.)

Case No. 10151/99

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

ABSA BANK LIMITED versus AREND WAGENAAR and TRUIDA WAGENAAR

The following property will be sold in execution at the site of the property, 21 Heron Street, Kuils River, Western Cape, on Thursday, 9 March 2000 at 11:30, to the highest bidder:

Erf 7033, Kuils River, in extent 266 square metres, held by T12330/1996, situated at 21 Heron Street, Kuils River, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms, bathroom, toilet and garage.

2. *Payment*: Ten per centum of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale and the balance thereof against registration of transfer together with interest at the rate of 15,5% p.a., or the prevailing rate, on the full purchase price, calculated and capitalised monthly from date of sale to date of transfer and shall be secured by an acceptable bank guarantee to be delivered within 14 days of the 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.

Cliffe Dekker Fuller Moore Inc., (Incorporating Silberbauers), Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. 2022215/cs.)

Saak No. 9843/99

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

**In die saak tussen G. P. VAN RHYN MINNAAR & KIE., Eiser, en GAVIN JULIAN TEMBO,
Identiteitsnommer 6006155232086, Verweerder**

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 14 September 1999, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 2 Maart 2000 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 10007, in die munisipaliteit Uitenhage, en afdeling Uitenhage, groot 325 vierkante meter (driehonderd vyf-en-twintig) vierkante meter, gehou kragtens Transportakte T60383/1995, geleë te Starlingrylaan 14, Rosedale, Uitenhage.

Verbeterings:

Gesoneer: Enkelwoondoeleindes.

'n Woonhuis met gebruiklike buitegeboue alhoewel geen waarborg in verband daarmee gegee word nie.

Terme van voorwaardes: 10% van die koopprys sal betaalbaar wees tydens die verkoping plus indien die Balju as afslaer optree, sal die koper kommissie van 5% op die eerste R30 000 van die opbrengs van die verkoping en 3% op die balans daarvan onderhewig aan 'n maksimum kommissie van R7 000 in totaal en 'n minimum van R260 aan die Balju betaal tydens die verkoping en vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne 14 (veetien) dae vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, Magenisstraat 48, Uitenhage.

Gedateer te Uitenhage op die 27ste dag van Januarie 2000.

G. P. van Rhyn, Minnaar & Kie., Eerste Verdieping, Rhymingebou, Republiek Plein, Uitenhage. (Verw. F. A. Swanepoel/yg/FV0356.)

Case No. 22594/99

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

In the matter between BOE BANK LIMITED, Plaintiff, and STEVEN HENRY DICKS, First Defendant, and ALICIA LIZETTE DICKS, Second Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg dated 27 July 1999 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at 7 Ernest Curry Road, Grassy Park, to the highest bidder on 6 March 2000 at 12:00:

Erf 10694, Grassy Park, situated in the Area of the Transitional Metropolitan Substructure of Grassy Park, Cape Division, in the Province of the Western Cape, in extent 420 (four hundred and twenty) square metres.

Street address: 7 Ernest Curry Road, Grassy Park.

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 Magistrates' Courts Act, No. 32 of 1944, as amended, and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Single-dwelling, brick walls under a tiled roof, consisting of three bedrooms, kitchen, lounge, bathroom, toilet and garage.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Wynberg.

4. *Payment shall be effected as follows:* 10% (ten per cent) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 19% from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Signed at Cape Town on this 25th day of January 2000.

Graham Bellairs Attorneys, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. Mr G. Bellairs/cf/W01071.)

Saak No. 13205/98

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen Dr. S. A. WEIDNER, Eiser, en LETTIE ELIZABETH VLOTMAN, Identiteitsnommer 5311010210017, Verweerder

Ingevolge 'n vonnis toegestaan in bogemelde Agbare Hof op 20 Mei 1999 en 'n lasbrief vir eksekusie teen goed uitgevoer op 17 November 1999, sal die ondervermelde vaste eiendom per openbare veiling verkoop word op 2 Maart 2000 om 11:00, te Landdroshof, Durbanstraat, Uitenhage:

Sekere stuk grond, synde Erf 14869, Uitenhage, geleë in die Plaaslike Oorgangsraad en Afdeling Uitenhage, groot 295 vierkante meter, gehou kragtens Akte van Transport T35347/1992.

Die volgende inligting word verskaf, alhoewel geen waarborg in die verband daarmee gegee word nie: Die eiendom is geleë en bekend as Sheatbillstraat 18, Uitenhage, bestaande uit 'n woonhuis onder asbesdak met twee slaapkamers, sitkamer, kombuis, badkamer en toilet.

Gesoneer: Enkelwoondoeleindes.

Voorwaardes van verkoop:

1. Die eiendom sonder reserweprys, word voetstoots verkoop, onderworpe aan die terme en voorwaardes van die Wet op Landdroshowe en Reëls en die terme van die titelaktes, in sover dit van toepassing mag wees.

2. *Die koopprys moet soos volg betaal word:*

(a) 10% (tien persent) daarvan in kontant tydens die verkoping plus Balju- (afslalers-) koste teen 5% op die eerste R30 000 (dertigduisend rand) en daarna 3% tot 'n maksimum fooi van R7 000 (seweduisend rand).

(b) Die balans teen transport verseker te word deur middel van goedgekeurde bank- of bouverenigingwaarborgte ten gunste van die Vonniskskuldeiser en/of sy genomineerde by die Balju vir die Landdroshof ingehandig te word binne 14 dae na datum van verkoping, welke waarborgte op registrasie van transport van die eiendom op naam van die koper, betaalbaar sal wees vry van wisselkoers te Uitenhage.

3. Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju vir die Landdroshof, Uitenhage-Noord [Tel. (041) 991-0038].

Gedateer te Uitenhage op die 31ste dag van Januarie 2000.

Baard Lessing & Kie., Prokureurs vir Eiser, Bairdstraat 14, Uitenhage, 6229.

Case No. 29106/99

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

In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Plaintiff, and ABRAHAM PHILIP WILLIAMS, First Defendant, and JOHANNA MARGARET WILLIAMS, Second Defendant

In execution of the judgment of the Magistrate's Court of Wynberg a sale will be held at on the Court House steps, on 10 March 2000 at 14:00, to the highest bidder:

Erf 1439, Grassy Park, measuring 739 square metres, situate at The Haven, 224 Sixth avenue, Grassy Park.

Property description: Single dwelling brick walls, asbestos roof, 2 bedrooms, kitchen, lounge, bathroom and toilet.

Held by Title Deed 8603/99.

Conditions of sale:

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

2. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court, Wynberg.

Dated at Cape Town on 28 January 2000.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; P.O. Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref. COL/BBS/Z05095.)

Case No. 6835/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between EAST LONDON TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and S. D. ZIXESHA, First Execution Debtor, and N. ZIXESHA, Second Execution Debtor

In pursuance of a judgment granted on 4 May 1999 in East London Magistrate's Court and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1 March 2000 at 09:00, to the highest bidder:

Place of sale: Magistrate's Court, Buffalo Street, East London.

Description: Property address: 6 Windmill Road, Dawn, East London, Erf 600, Dawn, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 1 011 (one zero one one) square metres.

Improvements: Dwelling, servants' quarters, garage and stoep.

Held by Deed of Transfer No. T10698/1998.

Conditions of sale:

1. The properties are sold "voetstoots" in terms and conditions of the Magistrate's Court Act and subject to the provisions of the title deeds.

2. The purchaser shall pay 10% (ten per centum) of the purchase price on the day of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's Attorneys within 14 (fourteen) days of the sale.

3. Transfer shall be affected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

4. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and will be read out by the auctioneer at the sale.

5. The above information is furnished but not guaranteed.

Dated at East London this 31st day of January 2000.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (043) 743-3700.] (Ref. C. Baker/lo/ELTLC/Z21177.)

Case No. 29094/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between EAST LONDON TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and
R. PETERS, Execution Debtor**

In pursuance of a judgment granted on 17 March 1999 in East London Magistrate's Court and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1 March 2000 at 09:00, to the highest bidder:

Place of sale: Magistrate's Court, Buffalo Street, East London.

Description: Property address: 58 Sunnyside Road, Rosedale Park, E.L. Erf 21163, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 992 (nine nine two) square metres.

Improvements: Dwelling, garage and covered area.

Held by Deed of Transfer No. T4529/1993.

Conditions of sale:

1. The properties are sold "voetstoots" in terms and conditions of the Magistrate's Court Act and subject to the provisions of the title deeds.

2. The purchaser shall pay 10% (ten per centum) of the purchase price on the day of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's Attorneys within 14 (fourteen) days of the sale.

3. Transfer shall be affected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

4. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and will be read out by the auctioneer at the sale.

5. The above information is furnished but not guaranteed.

Dated at East London this 31st day of January 2000.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (043) 743-3700.] (Ref. C. Baker/lo/ELTLC/Z03442.)

Saak No. 5695/99

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

**In die saak tussen BOE BANK BEPERK, Eksekusieskuldeiser, en
E. VAN DER WESTHUIZEN, Eksekusieskuldenaar**

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling te Alex Cravensingel 10, Worcester, op 17 Februarie 2000 om 10:00, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 15907, Worcester, groot 1 212 (eenduisend tweehonderd en twaalf) vierkante meter, gehou kragtens Transportakte T18307/1998, bekend as Alex Cravensingel 10, Worcester.

Verkoopvoorwaardes:

1. Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die Landdroskantoor, Worcester asook by die ondergetekendes.

2. Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Woonhuis.

3. *Betaling:* Tien persent van die koopprys by toestaan van die bod, en die balans tesame met rente teen heersende koers, tans 18,25% per jaar, vanaf die datum van verkoping tot die datum van registrasie van transport van die eiendom op naam van die koper, welke betaling binne 14 (veertien) dae na die datum van die verkoping deur 'n goedgekeurde bank gewaarborg word.

Gedateer en geteken te Worcester op hede die 14de dag van Januarie 2000.

Mnr. S. H. Kilian, Balju van die Landdroshof, Worcester, 6850.

S. W. Steyn, for Steyn Prokureurs, Durbanstraat 71, Worcester, 6850. [Tel. (023) 342-8408.]

Aan: Mev. E. van der Westhuizen, Dirk Brandstraat 6, Worcester, 6850.

Case No. 15958/99

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

In the matter between ABSA BANK LIMITED, Judgment Creditor, and GERRIT LOUW, 1st Judgment Debtor, and JACOBA LILIAN LOUW, 2nd Judgment Debtor

In pursuance of judgment granted on 15 September 1999, 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 7 March 2000 at 10:00 at Mitchells Plain Court House, to the highest bidder:

Description: Erf 13798, Mitchells Plain, in extent one hundred and seventy (170 square metres) square metres.

Postal address: 7 Thunderbalt Road, Rocklands, Mitchells Plain.

Held by the Defendant in his name under Deed of Transfer No. T60881/98.

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, kitchen, lounge, toilet and bathroom.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 18% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Athlone this 10 January 2000.

V. Marais, for Hofmeyr Herbstein Gihwala Cluver & Walker Inc., Plaintiff's Attorneys, 2nd Floor, Kismet Plaza, Old Klipfontein Road, Athlone, 7764; P.O. Box 21, Athlone, 7760. [Telephone No. (021) 696-6319.] (Ref. VM/VS/C00323/Z01880.)

Saak No. 657/99

IN DIE LANDDROSHOF VIR DIE DISTRIK UPINGTON GEHOU TE UPINGTON

In die saak tussen BOE BANK BEPERK, Eiser, en ANTHONY JOSEPH, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 7 April 1999, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 3 Maart 2000 om 10:00, voor die Landdroskantoor, Hoofstraat, Keimoes, 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 2508, Keimoes in die Munisipale Gebied van Keimoes, Afdeling Gordonia, Provinsie van die Noord-Kaap, geleë te Sonopstraat, Keimoes, groot 726 vierkante meter, gehou kragtens Transportakte Nr. T4096/1998.

Die volgende inligting word verstrek maar niks word gewaarborg nie:

Die eiendom is onverbeter.

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. E. C. Nieuwoudt, Hoofstraat 9, Keimoes [Tel. (054) 461-1444].

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 20% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, mnr. E. C. Nieuwoudt, Hoofstraat 9, Keimoes [Tel. (054) 461-1444].

Datum: 2 Februarie 2000.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3216.)

Saak No. 2221/99

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en CHARLES NELSON STEPHAN, 1ste Verweerder, en BEULAH STEPHAN, 2de Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 21 Oktober 1999, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 3 Maart 2000 om 10:00, op die perseel te Milkwood Place, Otto du Plessisstraat, Melkbosstrand, an die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 3200, Melkbosstrand, in die Blaauwberg Munisipaliteit, Afdeling Kaap, Provinsie van die Wes-Kaap, groot 217 (tweehonderd en sewentien) vierkante meter, gehou kragtens Transportakte Nr. T20123/98.

Die volgende inligting word verstrek maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonhuis met 3 slaapkamers, sitkamer/eetkamer, kombuis, badkamer/toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C. J. Veldtman (Tel. 939-0040) en/of die Balju vir die Landdroshof, M. S. T. Basson, Malmesbury [Tel. (022) 482-3090].

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, C. J. Veldtman (Tel. 939-0040) en/of die Balju van die Landdroshof, M. S. T. Basson, Malmesbury [Tel. (022) 482-3090].

Datum: 2 Februarie 2000.

Fourie Basson & Veldtman, Toplin Huis, Voortrekkerweg 219, Parow. (Verw. CJV/RB/4895.)

Saak No. 13677/98

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Kaap die Goeie Hoop Provinsiale Afdeling)**

In die saak tussen EERSTE NASIONALE BANK BEPERK, Eiser, en J. C. NOLTE, h/a DEON'S SUPERMARKET, Verweerder

Die volgende eiendom sal in eksekusie verkoop word by die perseel geleë te Voetbaaistraat, McDouglas Baai, op Vrydag, 3 Maart 2000 om 10:00, aan die hoogste bieder:

Erf 2132, Port Nolloth, in die Munisipaliteit van Port Nolloth, Afdeling Namakwaland, Provinsie Noord-Kaap, groot 427 vierkante meter, gehou kragtens Transportakte Nr. T20032/94.

2. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: 2 slaapkamer-opslaanwoning, sitkamer, kombuis en badkamer.

3. **Betaling:** 10% (tien per centum) van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans (plus rente teen die heersende ENB verbandhoers bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag) teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping afgelewer moet word.

4. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

5. **Voorwaardes:** Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die Balju voorgelees word en lê ter insae in sy kantoor te Uniestraat 12, Springbok.

Gedateer te Kaapstad op hierdie 1ste dag van Februarie 2000.

De Klerk & Van Gend, Prokureur vir Eiser, Volkskasgebou, Adderleystraat, Kaapstad. (J. J. Niemand.)

Navrae: G. J. le R. Rossouw, Balju, Posbus 54, Springbok, 8240. [Tel. (027) 712-1346.] [Faks (027) 718-1508.]

Saak No. 13677/98

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Provinsiale Afdeling Kaap die Goeie Hoop)

**In die saak tussen EERSTE NASIONALE BANK BEPERK, Eiser, en J. C. NOLTE h/a DEON'S SUPERMARKET,
Verweerder**

Geliewe kennis te neem dat die volgende eiendom in eksekusie verkoop sal word te Pelorusstraat 22, Saldanha Rige, Saldanha, op Vrydag, 3 Maart 2000 om 15:00, aan die hoogste bieder:

Erf 9161, Saldanha, Weskus Skiereiland Oorgangsraad, Afdeling Malmesbury, provinsie Wes-Kaap, groot 453 vierkante meter, gehou kragtens Transportakte T18801/98.

2. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: 3 slaapkamerwoning, oopplan sit-en eetkamer, kombuis en 2 badkamers.

3. *Betaling*: 10% (tien per centum) van die koopprijs moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans (plus rente teen die heersende ENB verbandkoers bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag) teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping afgelewer moet word.

4. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

5. *Voorwaardes*: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Balju voorgelees word en lê ter insae in sy kantoor te Hoofweg 10, Vredenburg.

Gedateer te Kaapstad op hierdie 1ste dag van Februarie 2000.

Navrae: L. H. Burger, Balju (Posbus 491), Vredenburg, 7380. [Tel. (022) 713-1784.] [Faks. (022) 713-1867.]

J. J. Niemand, vir De Klerk & Van Gend, Prokureur vir Eiser, Volkskasgebou, Adderley Straat, Kaapstad.

Saak No. 10211/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Provinsiale Afdeling Kaap die Goeie Hoop)

**In die saak tussen ABSA BANK BEPERK, Eiser, en SADDLEWORTH INVESTMENTS CC (Reg. No. CK97/14966/23),
Eerste Verweerder**

Geliewe kennis te neem dat die volgende eiendom in eksekusie verkoop sal word te Eenheid B6, Mount View Kompleks, Hendrik Verwoerd Rylaan, Parow, Kaap, op Dinsdag, 29 Februarie 2000 om 12:00, aan die hoogste bieder:

(a) Deel 78 soos getoon en volledig beskryf op Deelplan SS1.294 in die skema bekend as Mount View, ten opsigte van die grond en gebou of geboue geleë te Parow, geleë in die Stad Tygerberg, van welke deel die vloeroppervlakte, volgens genoemde deelplan, 83 (drie-en-tagtig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeteken.

2. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: 3 slaapkamerwoning, kombuis, sitkamer, badkamer en een parkeerruimte.

3. *Betaling*: 10% (tien per centum) van die koopprijs moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans (plus rente teen die heersende ABSA verbandkoers bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag) teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping afgelewer moet word.

4. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

5. *Voorwaardes*: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Balju voorgelees word en lê ter insae in sy kantoor te Northumberlandweg 29, Bellville.

Gedateer te Kaapstad op hierdie 3de dag van Februarie 2000.

Navrae: J. A. Stassen, Balju, Bellville (Posbus 238), 7538. [Tel. (021) 948-8326.] [Faks. (022) 949-9072.]

J. J. Niemand, vir De Klerk & Van Gend, Prokureur vir Eiser, Volkskasgebou, Adderley Straat, Kaapstad.

Saak No. 08/99

IN DIE LANDDROSHOF VIR DIE DISTRIK GORDONIA GEHOU TE UPINGTON

In die saak tussen ABSA BANK, Eiser, en FREDERICK DU PLESSIS, Verweerder

Ingevolge 'n vonnis gelewer op 23 Februarie 1999, in die Upington Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop, op 1 Maart 2000 om 10:00, te Landdroskantoor, Schrodestraat, Upington, 8801, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Erf 2393, Upington, geleë in die Upington Dorpsuitbreiding 8, Munisipaliteit Upington, Afdeling Gordonia, groot 1 264 vkm (eenduisend tweehonderd vier-en-sestig) vierkante meter, gehou kragtens Akte van Transport T461/1995.

Straatadres: Robinsonstraat 7, Upington, 8801.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit sitkamer, 3 slaapkamers, badkamer met toilet, enkelmotorhuis en waskamer.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Vooruitstraat 11, Upington, 8801.

Gedateer te Upington op hierdie 25de dag van Januarie 2000.

Nel, W. P. vir Malan & Vennote, Eiser se Prokureur, Schroederstraat 25 (Posbus 27), Upington, 8800. [Tel. (054) 332-1127/8/9.] (Verw. mnr. Nel/as/A0022/6.)

Case No. 4190/98

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

In the matter between ABSA BANK LIMITED, Plaintiff, and KAFEESA HECTOR, First Defendant, and LEON HECTOR, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Stellenbosch and warrant of execution dated 3 November 1998, the following property will be sold in execution at the Magistrate's Court, Stellenbosch, on 29 February 2000 at 11:45, to the highest bidder:

Erf 7711 Stellenbosch, situated in the Municipality of Stellenbosch and Division of Stellenbosch, Province of the Western Cape, measuring 217 (two hundred and seventeen) square metres, held by Deed of Transfer T12127/97, also known as 8 Ismail Street, Cloeteville, Stellenbosch.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the Rules made thereunder and of the Title Deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: 3 bedrooms, lounge, 2 bathrooms and kitchen.

3. **Payment:** 10% (ten per centum) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 15,5% per centum per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) days of the date of sale.

4. **Conditions:** The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale may be inspected at his office.

Hofmeyr Herbststein Gihwala Cluver & Walker Inc., Attorneys for Plaintiff, Meulplein Building, Mill Street, Stellenbosch. (Ref. PLH/mk/129913.)

Case No. 795/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and RICHARD WILLIAM JULIUS, First Defendant, and RACHEL JEANETTA JULIUS, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Stellenbosch and warrant of execution dated 23 July 1999, the following property will be sold in execution at the Magistrate's Office, Stellenbosch, on 29 February 2000 at 12:00, to the highest bidder:

Erf 12454, Stellenbosch, situated in the Municipality of Stellenbosch and Division of Stellenbosch, Province of the Western Cape, measuring 233 (two hundred and thirty-three) square metres, held by Deed of Transfer T13617/96, also known as 19 Kastaling Street, Stellenbosch.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the Rules made thereunder and of the Title Deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: 3 bedrooms, lounge, kitchen and bathroom.

3. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 15,5% per centum per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale may be inspected at his office.

Hofmeyr Herbstein Gihwala Cluver & Walker Inc., Attorneys for Plaintiff, Meulplein Building, Mill Street, Stellenbosch. (Ref. PLH/mk/129921.)

Saak No. 6364/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen ABSA BANK BEPERK, Eiser, en NEIL JOHN CYSTER, Eerste Verweerder, en
JEANNE MARIE CYSTER, Tweede Verweerder**

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word, op Maandag, 13 Maart 2000 om 09:00, by die Landdroskantoor, Kuilsrivier:

Die onroerende eiendom wat verkoop word is 'n woonhuis bestaande uit drie slaapkamers, sitkamer, kombuis, eetkamer, badkamer, enkelmotorhuis en word omskryf as: Sekere Erf 8193, Kuilsrivier, geleë in die Munisipaliteit Oostenberg, Afdeling Stellenbosch, provinsie van Wes-Kaap, groot 475 (vierhonderd vyf-en-sewentig) vierkante meter, gehou kragtes Transportakte T9284/1995, ook bekend as Altenburgstraat 7, Highbury, Kuilsrivier.

Veilingsvoorwaardes:

1. Die veiling is onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelakte. die hoogste bieder sal die koper wees, onderworpe aan die bepalinge van Artikel 66 van voormelde wet.

2. 1/10 (een-tiende) van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n bank- of bougenootskapwaarborg, gewaarborg word.

3. Verdermeer, onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Kuilsrivier.

Geteken te Bellville op hierdie 31ste dag van Januarie 2000.

L. Sandenbergh, vir Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.

Case No. 2703/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and GIDEON JOHAN VISSER, NO, in his capacity as trustee of GIDEON VISSER FAMILIE TRUST (IT744/95), First Defendant, and GIDEON JOHAN VISSER, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Stellenbosch, and warrant of execution dated 9 November 1999, the following property will be sold in execution at 2 Akkerhof Flats, Bird Street, Stellenbosch, on 29 February 2000 at 10:00, to the highest bidder:

Unit 2 (Erf 7646), Stellenbosch, as shown and more fully described on Sectional Plan SS215/1986, in the building or buildings known as Akkerhof, situated at Stellenbosch and Division of Stellenbosch, Western Cape Province, measuring 85 (eighty-five) square metres, held by Deed of Transfer ST4498/97, also known as 2 Akkerhof Flats, Bird Street, Stellenbosch.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the Rules made thereunder and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: Bedroom, lounge, kitchen and bathroom.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 15,5% per centum, per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, immediately prior to the sale may be inspected at his office.

Hofmeyr Herbststein Gihwala Cluver & Walker Inc., Attorneys for Plaintiff, Meulplein Building, Mill Street, Stellenbosch. (Ref. PLH/mk/129902.)

Saak No. 36210/99

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

**In die saak tussen ABSA BANK BEPERK, Eiser, en NIXON BAFANA MASANI, Eerste Verweerder, en
NOMVUZO BARBARA MASANI, Tweede Verweerder**

Kragtens 'n uitspraak van bomelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Donderdag, 9 Maart 2000 om 12:00, by die perseel, te wete St Josephsweg 20, Lansdowne:

Die onroerende eiendom wat verkoop word is 'n dubbelverdiepingwoonhuis bestaande onder andere uit vier slaapkamers, televisiekamer, sitkamer, eetkamer, kombuis, twee badkamers, twee toilette, storkamer, en word verdermeer omskryf as:

Sekere: Erf 103150, Kaapstad, te Lansdowne, geleë in die stad Kaapstad, afdeling Kaap, Wes-Kaap provinsie.

Groot: 751 (sewehonderd een-en-vyftig) vierkante meter.

Gehou: Kragtens Transportakte T26004/1999.

Ook bekend as St Josephsweg 20, Lansdowne.

Veilingsvoorwaardes:

1. Die veiling is onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshof, No. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalinge van artikel 66 van die voormelde Wet.

2. Een-tiende (1/10) van die koopprijs moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprijs, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n bank- of bougenootskapwaarborg, gewaarborg word.

3. Verdermeer, onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Wynberg.

Geteken te Bellville op die 19de dag van Januarie 2000.

L. Sandenbergh, vir Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.

Saak No. 1283/99

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen STAD TYGERBERG, Eiser, en Eksekuteur van die boedel wyle A. CHITTER, Verweerder

Ingévolge 'n vonnis van die Landdroshof te Goodwood, gedateer 24 Maart 1999, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Goodwood, per publieke veiling te koop aangebied op 9 Maart 2000 om 09:00:

Erf: 15689, Uitsig.

Afdeling: Kaap.

Groot: 399 vierkante meter.

Eiendom geleë te: Connaughtweg 123, Uitsig.

Ook bekend as: Connaughtweg 123, Uitsig.

Gehou kragtens Transportakte T11115/1979.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Goodwood, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 15,5% per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook belasting op toegevoegde waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Goodwood, en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 26 Januarie 2000.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. mej. Botes/MCU002.)

Case No. 26521/98

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

In the matter between FNB a division of FIRSTRAND BANK LTD, formerly FIRST NATIONAL BANK OF SA LIMITED (ATHLONE), Plaintiff, and WELVREDEN VALLEY INVESTMENTS (PTY) LTD, Defendant

In pursuance of a Judgment of the Magistrate's Court of Wynberg and Writ of Execution dated 5 March 1999, the property listed hereunder, and commonly known as Cor of School Street and Forest Drive, Blue Downs, Western Cape, will be sold in Execution at the Courthouse, being Kuils River Magistrate's Court, Jan Van Riebeeck Road, Kuils River on Friday, 10 March 2000 at 09:00, to the highest bidder:

Erf Number 2052, Eerste River situate in the area of the Oostenberg Municipality, Division Stellenbosch, Province of the Western Cape, in extent 263 m² (square metres).

The following improvements are reported to be on the property, but nothing is guaranteed: Vacant Plot, Erf Number 2052, Eerste River, situate in the area of the Oostenberg Municipality, Division Stellenbosch, Province of the Western Cape.

Held by the Defendant in his name under Deed of Transfer No. T38083/91.

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

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

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

4. Transfer shall be affected by the 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 of Sale which will be read immediately prior to the Sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 29 Northumberland Road, Bellville.

Dated at Cape Town this 1st February 2000.

Ronan Kieran Hall, K G Druker & Associates, Plaintiff's Attorneys, S A Reserve Bank Building, St Georges Mall (P.O. Box 1719), Cape Town. (Tel. 423-5060.)

Saak No. 8108/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GEORGE GEHOU TE GEORGE

**In die saak tussen ABSA BANK BEPERK, Eiser, en MICHAEL OPPERMAN, Eerste Verweerder, en
EVILINE OPPERMAN, Tweede Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n Lasbrief vir Eksekusie gedateer 22 November 1999 sal die volgende eiendom verkoop word deur die Balju van die Hof, George aan die hoogste bieder op Vrydag, 3 Maart 2000 om 12:00, te die Landdroshof, Yorkstraat, George:

Erf 1162, Pacaltsdorp, geleë in die Munisipaliteit en Administratiewe Distrik van George, die Provinsie Wes-Kaap, groot 500 (vyf honderd) vierkante meter, gehou kragtens Transportakte Nr. T38793/87 (ook bekend as Hyancinthstraat 13, Pacaltsdorp).

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Enkelwoonhuis, sitkamer, eetkamer, kombuis, 4 slaapkamers, b/wc, b/wc/sh, s/motorhuis, stoorkamer, wc, waskamer-woonstel: b/wc/sh, kombuis.

Voorwaardes van verkoping:

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

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 17% per jaar sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde Bank- of Bougenootskapswaarborg.

3. *Voorwaardes:* Die volle voorwaardes van verkoping lê vir insae by die kantore van Mnr. Millers Ingelyf, Beaconsfield, Meadestraat 123, George, asook die Balju van die Hof, Wellingtonstraat 38, George.

Gedateer te George op hierdie 31 dag van Januarie 2000.

Millers Ingelyf, Eiser se Prokureurs, Meadestraat 123, George. (Verw. SVW/sl/AA1691.MA0464/Z02092.)

Saak No. 11759/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen SAAMBOU BANK BEPERK, eksekusieskuldeiser, en MAGRIETHA TAMBOER, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 28 Februarie 2000 om 09:00 voor die Landdroskantoor Kuilsrivier.

Erf 2668, Kleinvelei, geleë in die Oostenberg Munisipaliteit, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 437 vierkante meter, gehou kragtens Transportakte Nr. T74025/96, ook bekend as Geministraat 3, Kleinvelei en ook bekend as Geministraat 3, Somerset Heights, Blue Downs.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepallings 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 koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 17,75% per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Baksteengebou met teëldak, bestaande uit 2 x slaapkamers, 1 x kombuis, 1 x sitkamer, 1 x badkamer/toilet.

Buitegeboue: Geen.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 1ste dag van Februarie 2000.

Marais Müller Ingelyf, per A. J. Marais, Van Riebeeckweg 66, Kuilsrivier, Prokureur vir Vonnissskuldeiser. (Verw. 9035191.)

Saak No. 11767/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en CHARLES DAVID DAVIDS, Eerste Eksekusieskuldenaar, en JASMINA DAVIDS, Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 28 Februarie 2000 om 09:00, voor die Landdroskantoor, Kuilsrivier:

Erf 3043, Blue Downs, geleë in die Oostenberg Munisipaliteit, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 350 vierkante meter, gehou kragtens Transportakte Nr. T48371/91, ook bekend as Birminghamstraat 5, Malibu Village, Eerstevier.

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 18,25% 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): *Hoofgebou*: Baksteengebou met teëldak, bestaande uit 2 x slaapkamers, 1 x kombuis, 1 x sitkamer, 1 badkamer/toilet. *Buitegebou*: Geen.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 1ste dag van Februarie 2000.

Marais Müller Ingelyf, per A. J. Marais, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Case No. 44550/99

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

FBC FIDELITY BANK LIMITED versus GERALD JOHN BLIGNAUT and ELIZABETH BLIGNAUT

In pursuance of a judgment dated 2 December 1999 and an attachment on 31 January 2000, the following immovable property will be sold in front of the Magistrate's Court, Govan Mbeki Avenue, Port Elizabeth, by public auction on Friday, 3 March 2000, at 14:15:

Remainder Erf 10513, Bethelsdorp, in the Municipality and Division of Port Elizabeth, Eastern Cape Province, in extent 1,5510 hectares, situated at Bethelsdorp Road, Bethelsdorp, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a vacant plot.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Office of the Sheriff, Magistrate's Court West, 38 North Street, Port Elizabeth.

Terms: 10% on the date of sale, the balance, including V.A.T., if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges (5% on the first R30 000,00 and thereafter 3% to a maximum of R7 000,00 with a minimum of R260,00 plus VAT) are also payable on date of sale.

Dated on this 2nd day of February 2000.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Central, Port Elizabeth (P O Box 132, P.E., 6000.) (Tel. 585-2141.) (Mrs D. Steyn/F0048/201.)

Case No. 42384/99

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

NEDCOR BANK LIMITED versus ROBERT JAMES DOUBELL and LOUISE MARGARET DOUBELL

In pursuance of a judgment dated 11 November 1999 and an attachment on 19 January 2000, the following immovable property will be sold at 9 Lea Place, South End, Port Elizabeth, by public auction on Tuesday, 7 March 2000, at 11:00:

Erf 1840, South End, in the Municipality and Division of Port Elizabeth, the Province of Eastern Cape, in extent 253 (two hundred and fifty three) square metres, situated at 9 Lea Place, South End, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached brick dwelling under tile roof, consisting of 3 bedrooms, bathroom, kitchen and lounge.

The conditions of sale may be inspected at the Office of the Sheriff, Magistrate's Court South, 8 Rhodes Street, Port Elizabeth.

Terms: 10% on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 14 days of sale. Sheriff's charges, (2½% on the first R30 000,00 and thereafter 1½% with a minimum of R260,00 and a maximum of R4 000,00) and Auctioneer's charges (4½%) plus VAT, in both cases are also payable on date of sale.

Dated on this 25th day of January 2000.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Central, Port Elizabeth (P O Box 132, P.E., 6000). (Tel. 585-2141.) (Ref. Mrs D. Steyn/N0119/522.)

Saak No. 2672/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

In die saak tussen ABSA BANK BEPERK, Vonnisskuldeiser, en C. D. A. S. MEYER, Eerste Vonnisskuldenaar, en C. M. M. MEYER, Tweede Vonnisskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof te Vredenburg, sal 'n veiling van die ondervermelde eiendom gehou word op Donderdag, 2 Maart 2000 om 10:00, by die perseel, naamlik:

Erf 9192, Saldanha, in die Munisipaliteit Vredenburg-Saldanha, Administratiewe Afdeling Malmesbury, Provinsie Wes-Kaap, groot 450 vierkante meter, geleë te Lusitaniastaat 20, Saldanha Ridge, Saldanha, bestaande uit 2 slaapkamers, oopplan sitkamer, eetkamer, kombuis en badkamer. Niks gewaarborg nie.

Veilingsvoorwaardes:

1. Die verkoping is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe, Nr. 32 van 1944, en die eiendom word voetstoots verkoop en onderhewig aan die titelvoorwaardes daarvan.

2. Een-tiende (1/10) van die koopprys plus enige BTW word betaal aan die afslaer onmiddellik nadat die eiendom verkoop is en die balans van die koopsom teen registrasie van transport.

3. Die koper is aanspreeklik vir betaling van die transportkoste, hereregte, agterstallige belastinge, diensgelde en enige bykomende koste.

4. Die volledige voorwaardes van die veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju vir die Landdros, Vredenburg, en by die kantoor van die ondergetekende.

Gedateer te Vredenburg op hierdie 31ste dag van Januarie 2000.

Swemmer & Levin, Prokureurs vir Vonnisskuldeiser, h/v Hoof- en Kerkstrate, Vredenburg. (Verw. K. Potgieter/sc/KM0303.)

Case No. 6915/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between EAST LONDON TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and M. A. A. MAHAMBA, Execution Debtor

In pursuance of a judgment granted in 12 April 1999, in East London Magistrate's Court, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 1 March 2000 at 09:00, to the highest bidder:

Place of sale: Magistrate's Court, Buffalo Street, East London.

Description: Erf 18167, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape (3 Camden Road, East London), in extent 1 092 (one zero nine two) square metres.

Improvements: Dwelling, garage, outbuildings and store room. Held by Deed of Transfer No. T3501/1995.

Conditions of sale:

1. The properties are sold "voetstoots" in terms and conditions of the Magistrate's Court Act and subject to the provisions of the Title Deeds.

2. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's Attorneys within 14 (fourteen) days of the sale.

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

4. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and will be read out by the Auctioneer at the sale.

5. The above information is furnished but not guaranteed.

Dated at East London this 20th day of January 2000.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. (Ref. Ms Baker/ab/ELTLC/Z21070.) [Tel. (043) 743-3700.]

Case No. 3558/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between EAST LONDON TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and G. MPAHLWA, First Execution Debtor, and P. MPAHLWA, Second Execution Debtor

In pursuance of a judgment granted on 10 March 1999, in East London Magistrate's Court, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 1 March 2000 at 09:00, to the highest bidder:

Place of sale: Magistrate's Court, Buffalo Street, East London.

Description: Erf 4357, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape (56 Morrison Road, Cambridge West, East London), in extent 826 (eight two six) square metres.

Improvements: Dwelling, and outbuildings. Held by Deed of Transfer T1375/1995.

Conditions of sale:

1. The properties are sold "voetstoots" in terms and conditions of the Magistrate's Court Act and subject to the provisions of the Title Deeds.

2. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's Attorneys within 14 (fourteen) days of the sale.

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

4. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and will be read out by the Auctioneer at the sale.

5. The above information is furnished but not guaranteed.

Dated at East London this 31st day of January 2000.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. (Ref. Ms Baker/ab/ELTLC/Z04007.)
[Tel. (043) 743-3700.]

Case No. 36036/99

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

In the matter between FIRSTRAND BANK LIMITED (formerly FIRST NATIONAL BANK OF S.A. LTD), Plaintiff, and ADAM ROBERTS, Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the Magistrate's Court, Wynberg, on Monday, 6 March 2000 at 10:00, namely:

Section 9, as shown and more fully described on Sectional Plan SS31/1990, in the scheme known as Radiant Square, in respect of the land and building or buildings situated at Grassy Park, situated in the South Peninsula Municipality, Cape Division, Province of the Western Cape; and

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

The floor area according to the said sectional plan is 52 (fifty-two) square metres.

The property is held under Deed of Transfer ST4894/1995, also known as 9 Radiant Square, Sixth Avenue, Grassy Park, which property is said, without warranty as to the correctness thereof, to comprise of a flat on the ground floor comprising two bedrooms, kitchen, lounge, bathroom and toilet.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The balance (plus interest at the current rate of 15,5% per annum, subject to change, calculated on the Capital Judgment Creditor's claim from date of sale to date of the transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town on this 28th day of January 2000.

Auctioneer: The Sheriff of the Court, Docex 12, Wynberg.

Lindsay & Associates, Attorneys for Plaintiff, 118 Kloof Street, Gardens, 8001. (Tel. 423-7300.) (Ref. Mrs Waters/jm.)

Case No. 2486/98

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

In the matter between VAN ROOYEN & EFSTRATIOU ATTORNEYS, Plaintiff, and RODNEY LOVEGROVE, Defendant

In pursuance of a judgment in the Court of the Magistrate of Pinetown and a warrant of execution dated 7 October 1998, the immovable property listed hereunder will be sold in execution on 3 March 2000 at 10:30, at the Sheriff of the Magistrate's Courts' Office, 3 Main Street, Humansdorp:

Description: Erf 6221, Jeffreys Bay, in the Municipality of Jeffreys Bay, Division of Humansdorp, Province of the Eastern Cape, in extent 1 032 (one thousand and thirty-two) square metres, held under Deed of Transfer T38259/1983 (Diagram Deed T32994/1976).

Improvements: Vacant land.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The purchaser shall pay 10% of the purchase price immediately after the sale and within 14 (fourteen) days supply the Court Sheriff with a bank or building society guarantee for the balance of the purchase price in terms acceptable to the Court Sheriff.
3. The full provisions may be inspected at our offices and/or at the offices of the Court Sheriff, Humansdorp.

Dated at Pinetown on this 28th day of January 2000.

Macrae Bath & Batchelor, Plaintiff's Attorney, 101 Wearcheck House, 16 School Road, Pinetown. (Ref. Mr Batchelor/mcm/V0006/1.)

Case No. 5706/98

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

In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff (Execution Creditor), and WILLIAM McKAY, Defendant (Execution Debtor)

In pursuance of a judgment by the Court granted in the above suit, the following immovable property will on 1 March 2000 at 12:45, be sold in execution. The auction will take place at 8 12th Avenue, Strand, and the property to be sold is:

Erf 7129, in the Municipality of the Strand, Division Stellenbosch, in extent 496 (four hundred and ninety-six) square metres, and which property is held and owned by Defendant in terms of Deed of Transfer T29771/1986, situated at 8 12th Avenue, Strand.

The following information is furnished as to the improvements, though in this respect nothing is guaranteed: Three bedrooms, kitchen, lounge, bathroom and toilet.

Terms:

1. The sale will be voetstoots without reserve and to the highest bidder but subject to the Magistrates' Courts Act and Rules and all conditions contained in the Title Deed under which the property is held.
2. Auctioneer's charges and 10% of the purchase price payable on the day of the sale and the balance to be secured within fourteen (14) days of the sale.
3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the above Court.

Signed at Cape Town on this 31st day of January 2000.

G. C. Cooper, for Mostert & Bosman, Attorney for Plaintiff, Third Floor, Leadership House, 40 Shortmarket Street, Greenmarket Square (P.O. Box 1456), Cape Town. (Ref. G. C. Cooper/TVE/W07209.)

Case No. 6595/97

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and Miss KAYA MATOTI, Judgment Debtor

In pursuance of judgment granted on 23 January 1998, in the Magistrate's Court for the District of Queenstown, and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 3 March 2000 at 10:00, at the Magistrate's Court, Queenstown, to the highest bidder:

Description: Erf 3634, Queenstown, situated in the area of the Transitional Local Council of Queenstown, District of Queenstown, Eastern Cape Province, in extent 800 (eight hundred) square metres.

Postal Address: 20 Gamtoos Road, Queenstown.

Improvements: Whilst nothing is guaranteed, it is understood that the property comprises of a conventional type dwelling, consisting of three bedrooms, kitchen, lounge, dining-room, bathroom and carport.

The property is registered in the name of the Defendant.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The property will be sold voetstoots and as it stands, subject to the conditions of the existing title deed. Neither the Plaintiff nor the Sheriff give any warranty as to the property to be sold.
3. One tenth ($\frac{1}{10}$ th) of the purchase price, shall be paid in cash or by means of a bank-guaranteed cheque immediately after the property is declared sold and the balance of the purchase price together with interest thereon at the rate of 20,00% per annum, or such interest rate as is required by the Sheriff, is to be paid against registration of transfer, due payment of which must be guaranteed within fourteen days after the date of sale by a bank or building society guarantee.
4. The Plaintiff shall be entitled to appoint its attorneys to attend to the transfer of the property into the name of the purchaser. The purchaser shall pay all transfer costs, current rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. The sale is subject to further conditions which will be read out at the time of the sale and which may be inspected at the Magistrate's Office, Queenstown.

Dated at Queenstown on this 3rd day of January 2000.

Bowes McDougall Inc., Plaintiff's Attorneys, 27A Prince Alfred Street, Queenstown, 5320; P.O. Box 639, Queenstown, 5320.
[Tel. (0451) 8-2053.] (Ref. Mr Coetzee/ldb/W18127.)

Case No. 8884/99

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

In the matter between ABSA BANK LIMITED (Messrs), Plaintiff, and ANDRE PIERRE VAN ECK (Mr), First Defendant, and CYNTHIA BERNICE VAN ECK (Mrs), Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Uitenhage dated 17 August 1999, the following property will be sold in execution on 2 March 2000 at 11:00, in the front of the Magistrate's Court, Durban Street, Uitenhage, to the highest bidder, without reserve, subject to the terms and the title deed, in so far as applicable, which conditions of the sale will be read by the Sheriff of the Magistrate's Court, Uitenhage South, immediately prior to the sale and which may be inspected at the offices of the Magistrate's Court, Uitenhage:

Erf 4465, Despatch, in the area of the Despatch Transitional Council, Division of Uitenhage, Province of East Cape, also known as 128 Church Street, Uitenhage, measuring 705 (seven hundred and five) square metres.

More fully described in the Deed of Transfer made in favour of the Mortgagor T22937/1982.

In terms of the Despatch Municipal Zoning Scheme, the property is zoned for Residential purposes.

Terms:

1. The sale is voetstoots.
2. Purchase price payable in cash or suitable guarantee.
3. Occupation by arrangements.
4. Full conditions of the sale are for inspection at the offices of the Sheriff, 48 Magennis Street, Uitenhage.

Dated at Despatch on this 2nd day of February 2000.

Conradie Campher & Kemp, Attorneys for Plaintiff, 20 Main Street; P.O. Box 12, Despatch, 6220. (Ref. CD/I00878.)

Case No. 16979/98

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

In the matter between BODY CORPORATE ROOSHOF, Execution Creditor, and C. M. TUDGE, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Goodwood and writ of execution dated 1 December 1998, and re-issued on 12 May 1999, the following property will be sold in execution, at the site of the property at 6 Rooshof, Kimberley Street, Goodwood, on Wednesday, 8 March 2000 at 09:30, to the highest bidder:

Certain:

(a) Section 6, as shown and more fully described on Sectional Plan SS25/1993, in the scheme known as Rooshof, in respect of the land and building or buildings situated at Goodwood, in the City of Tygerberg, Division Cape, Province of the Western Cape, which section the floor area, according to the sectional plan is 74 (seventy-four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST3637/1998, also known as 6 Rooshof, Kimberley Street, Goodwood.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder and of the Title Deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported, but nothing is guaranteed: Sectional title unit.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the rate for which judgment was granted per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

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

Dated at Cape on this 1st day of February 2000.

Schneider Sharkey & Klitzner, Attorneys for Judgment Creditor, 173 Bree Street, Cape Town. (Ref. I. Klitzner/CN/RH10.)

Saak No. 8058/99

IN THE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen ABSA BANK BEPERK—DU TOITSPAN, Vonnisskuldeiser, en mnr. ANDRIES ALBERTUS COETZEE, ID No. 4010055148014, Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 9 November 1999, in die Kimberley Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op Donderdag, 16 Maart 2000 om 10:00, voor die hoofingang van die Landdroshof, Knightstraat, Kimberley, deur die Balju van die Landdroshof, Kimberley, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Erf 17121, geleë in die stad en distrik Kimberley, provinsie Noord-Kaap, groot driehonderd-en-agtien (318) vierkante meter, gehou kragtens Transportakte T4528/87, beter bekend as 38 x Derde Straat, Homevale, Kimberley.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Woodleystraat 36, Kimberley.

Gedateer te Kimberley op hede die 31ste dag van Januarie 2000.

B. Honiball, vir Van der Wall & Vennote, Van de Wall-gebou, Southeystraat 9 (Posbus 294), Kimberley, 8301. [Tel. 053 x 831-1041.] (Verw. BH/Ig/ZB2015*B02815.)

Saak No. 1244/99

IN DIE LANDDROSHOF VIR DIE DISTRIK CALVINIA GEHOU TE CALVINIA

In die saak tussen ABSA BANK BEPERK, Vonnisskuldeiser, en M. F. BAADJIES, Vonnisskuldenaar

Geliewe kennis te neem dat in terme van 'n vonnis toegestaan op 2 November 1999 en 'n lasbrief vir eksekusie teen goed gedateer 2 November 1999, die volgende onroerende eiendom per geregtelike verkoping verkoop sal word te Baljukantoor, Calvynstraat 1A, Calvinia, op 10 Maart 2000 om 10:00:

Eiendomsbeskrywing: Erf 1135, Calvinia, geleë in die gebied van die Plaaslike Oorgangsraad vir die munisipaliteit Calvinia, afdeling Calvinia, provinsie Noord-Kaap, groot 972 (negehonderd twee-en-sewentig) vierkante meter, gehou kragtens Transportakte T11412/1975.

Straatadres: Pleinstraat 1135, Calvinia.

Verkorte verkoopvoorwaardes:

1. Die koper is aanspreeklik vir die volgende by ondertekening van die verkoopvoorwaardes:

(a) 'n Deposito van 10% bereken op die koopprys;

(b) afslaerskommissie;

(c) agterstallige erfbelasting en diensgelde;

(d) transportkoste.

2. Die koper sal binne 14 dae na datum van geregtelike verkoping 'n geldige bankwaarborg ten opsigte van alle uitstaande gelde voorsien.

Gedateer te Calvinia op hierdie 31ste dag van Januarie 2000.

D. C. Coetzee, vir Johannes G. Coetzee & Seun, Prokureurs vir Vonnisskuldeiser, Kerkstraat 33, Calvinia, 8190.

Case No. 990/98

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and Mr GREGORY IAN PITTAWAY, First Defendant, and Mrs MEG PITTAWAY, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 11 March 1999 and subsequent warrant of execution, the following property will be sold in execution on Friday, 10 March 2000 at 10:30, at the offices of the Magistrate, Pascoe Crescent, Port Alfred, namely:

Erf 743, Langholm, in the Division of Bathurst, Eastern Cape Province, in extent 80943 (eight nought nine four three) hectares, also known as Wag en Sien, and held under Deed of Transfer T11113/97.

Whilst nothing is guaranteed, it is understood that the property has improvements, consisting of a dwelling-house, of approximately 63 (sixty-three) square metres, a garage/shed of approximately 19 (nineteen) square metres, and some fencing, the valuation and conditions of which, are unknown.

And take further notice that the conditions of sale will lie for inspection at the offices of the Magistrate, Magistrate's Court, Pascoe Crescent, Port Alfred, and contain *inter alia* the following provisions:

1. Ten per cent of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale at the discretion of the Plaintiff.

Dated at Port Alfred on this 1st day of February 2000.

Neave, Stötter & Associates, 37 Campbell Street (P.O. Box 76), Port Alfred, 6170. [Tel. (046) 624-1163.] (Ref. Mrs Diana M. Tarr/YK0001.)

Case No. 18017/99

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

In the matter between FIRSTRAND BANK LIMITED, formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and CHARLES MLUNGISI TONGA, and LAETITIA NONTIBEKO TONGA, Defendant

A sale in execution will be held on Thursday, 2 March 2000 at 09:00, at Goodwood Magistrate's Court, Voortrekker Road, Goodwood, of:

Erf 109281, Cape Town, in the City of Tygerberg, Cape Division, Western Cape Province, in extent 405 (four hundred and five) square metres, held under Deed of Transfer T17167/1995, also known as 71 David Atkins Street, Charlesville, Cape.

The following improvements to the property are reported, though in this respect nothing is guaranteed: A brick dwelling under asbestos roof consisting of three bedrooms, kitchen, lounge, bathroom and garage.

Material conditions: 10% in cash on day of the sale and the balance against transfer to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

The full conditions of sale may be inspected at the Sheriff for Goodwood, at Epping Avenue, Elsie's River.

Dated at Cape Town on the 1st day of February 2000.

Burton-White, Plaintiff's Attorneys, Suite 306, Victoria Wharf Offices, Victoria & Alfred Waterfront (DX1), Waterfont. (Tel. 419-9310.) (Ref. D. Burton/F874.)

Saak No. 17583/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen ABSA BANK BEPERK, Eiser, en STEFANUS CHRISTIAAN STADLER, Verweerder

In die gemelde saak sal 'n veiling gehou word op 7 Maart 2000 om 10:30, te Woonstel 64, Sesde Verdieping, Labiancesentrum, Carinusstraat, Bellville:

Deel 40, soos getoon en volledig beskryf op Deelplan SS139/82, in die skema bekend as Labiancesentrum, ten opsigte van die grond en gebou en geboue geleë te Bellville, in die stad Tygerberg, afdeling Kaap, van welke deel van die vloeroppervlakte, volgens genoemde deelplan 68 vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op die genoemde deelplan aangeteken.

Gehou deur die Verweerder kragtens Transportakte ST1586/92.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelakte.

2. Een tiende van die koopprijs word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprijs tesame rente daarop teen 15,50% per jaar, op die bedrag van die Eiser se eis, en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis en op die balans, indien enige, is 15,50% 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 eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonstel bestaande uit twee slaapkamers, sitkamer, kombuis asook badkamer/toilet.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 5de dag van Februarie 2000.

T. R. de Wet, vir Marais Müller Ing., Prokureur vir Eiser, 19de Verdieping, Cartwright's Corner Gebou, Adderleystraat, Kaapstad. (Verw. T. R. de Wet/ms/Z03210.)

Saak No. 3868/99

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen ABSA BANK BEPERK, Eiser, en COMPU-CRAFT BK, Verweerder

In die gemelde saak sal 'n veiling gehou word op 8 Maart 2000 om 11:00, te Rogerstraat 106, Dorp G1, Mosselbaai

Die Restant van Erf 2808, Mosselbaai, geleë in die munisipaliteit en afdeling Mosselbaai, Wes-Kaap provinsie, groot 817 vierkante meter, gehou deur die Verweerder kragtens Transportakte T18243/89.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titleakte.

2. Een tiende van die koopprijs word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprijs tesame met rente daarop teen 15,50% per annum op die opdrag van die Eiser se eis, en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis en op die balans, indien enige, is 15,50% per annum, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit drie slaapkamers, oopplan sitkamer, eetkamer en kombuis, badkamer, binne braai, 'n dubbelmotorhuis, asook 'n twee vertrek woonstel met stort en toilet.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Mosselbaai, en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 5de dag van Februarie 2000.

Marais Müller Ing., Prokureur vir Eiser, 19de Verdieping, Cartwright's Cornergebou, Adderleystraat, Kaapstad.

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between NEDCOR INVESTMENT BANK LIMITED, First Plaintiff, and SYFRETS MORTGAGE NOMINEES LIMITED, Second Defendant, and CJLH BROERSE BUILDERS (PTY) LIMITED, First Defendant, and WIEBE ALBERTUS VAN DER HOEK, Second Defendant

In pursuance of a judgment in the High Court of South Africa (South Eastern Cape Local Division) dated 19 March 1999, the property listed hereunder will be sold in execution on Thursday, 24 February 2000 at 11:00, at the front of the main entrance of the Magistrate's Office, Durban Street, Uitenhage, to the highest bidder and for cash:

All the Defendant's right, title and interest in the freehold in respect of—

Erf 8634, Uitenhage, measuring 2 053 square metres, situated at 12 Claredon Avenue, Uitenhage.

The following improvements on the property are reported, though in this respect nothing is guaranteed.

Single-storey brick dwelling under a corrugated iron roof consisting of an entrance hall, lounge, TV room, dining-room, kitchen, scullery, four bedrooms, two and a half bathrooms and laundry. *Outbuildings:* Double garage and servants' quarters. *Other:* Swimming-pool and yard is fenced in.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the High Court, 4 Baird Street, Uitenhage. A substantial loan from a financial institution can be arranged for an approved purchaser.

Dated at Port Elizabeth on this 13th day of January 2000.

Rushmere Noach Inc., Plaintiff's Attorneys, Second Floor, 21 Chapel Street, Port Elizabeth. [Tel. (041) 585-7788.] (Ref. S. K. Gough/W11451.)

Saak No. 6233/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen ABSA BANK BEPERK, Eiser, en FRANCINA PETRONELA ZIMMERMAN, Verweerder

Ter uitvoering van die uitspraak en die vonnis toegestaan deur hierdie Agbare Hof op 26 Mei 1998, en 'n lasbrief vir eksekusie uitgereik teen die Verweerder sal die ondervermelde eiendomm per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tye van die verkoping deur die afslaer voorgelees word, te die perseel geleë te Erf 418, Daniël, Scheepersstraat, Boknesstrand, Oos-Kaap provinsie, op Vrydag, 3 Maart 2000 om 10:00, naamlik:

Sekere Erf 418, Boknesstrand, geleë in die dorp en distrik Alexandria, Oos-Kaap provinsie, 'n onverbetterde eiendom, beter bekend as Daniël Scheeperstraat, Boknesstrand, Oos-Kaap, groot 1 075 (een nul sewe vyf) vierkante meter, gehou kragtens Akte van Transport T14458/1990.

Onderhewig aan sekere voorwaardes soos daarin uiteengesit.

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

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

Geteken te Bloemfontein op hierdie 9de dag van Februarie 2000.

Balju / Alexandria.

N. C. Oosthuizen, vir E. G. Cooper & Seuns Ingelyf, Cooper Huis, St Andrewstraat 157, Bloemfontein. [Tel. (051) 447-3374.] (Ref. No/ms/AK0633.)

Case No. 8323/99

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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
GODFREY PETER HATTINGH, Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 137 Dorp Street, Stellenbosch, on 7 March 2000 at 09:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 137 Dorp Street, Stellenbosch:

Erf 11509, Stellenbosch, in the Municipality and Division of Stellenbosch, in extent 188 square metres and situated at 2 Dorset Street, Stellenbosch.

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

Terms:

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

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand), minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town this 31st day of January 2000.

William Inglis, Plaintiff's Attorneys, Second Floor, 101 St George's Mall, Cape Town, 8001; P.O. Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax (021) 423-0510.] (Ref. W. D. Inglis/cs/R339/7578.)

Case No. 5823/95

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

**In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06),
Plaintiff, and RUDOLPH DANIEL BRITZZE, First Defendant, and JENNIFER ALFREDA BRITZZE, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 19 July 1995, the property listed hereunder, and commonly known as 8 Dikkop Street, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Friday, 3 March 2000 at 09:00 to the highest bidder:

Erf 7933 (portion of Erf 1997), Blue Downs, situated in the Oostenberg Municipality, Cape Division, Western Cape Province, in extent 341 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of cement blocks with tiled roof, comprising three bedrooms, lounge, kitchen, one and a half bathroom, shower and two toilets.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Road, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 31st day of January 2000.

I. Broodryk, for Cliffe Dekker Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2011.)

Saak No. 607/99

IN DIE LANDDROSHOF VIR DIE DISTRIK SWELLENDAM GEHOU TE SWELLENDAM

In die saak tussen BOE BANK BEPERK, Eksekusieskuldeiser, en ELIZABETH MARIA ADAMS, Eerste Verweerder, ASHLEY ELROY ADAMS, Tweede Verweerder, DEIDRE LUWRAINE ADAMS, Derde Verweerder (Eksekusieskuldenaars)

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 8 Julie 1999 in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, op Donderdag, 9 Maart 2000 om 10:00, te Erf 224, Hoofweg, Suurbraak, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 224, die dorpsgebied Suurbraak Oorgangsraad, Registrasieafdeling Swellendam, groot 1 650 vierkante meter, ook bekend as Hoofweg, Suurbraak.

Terme: 10% (tien persent) van die koopprys in kontant op die veilingsdag; die balans teen oordrag wat verseker moet word deur 'n bank-, bougenootskap- of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 15,5% per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, in wie se guns verband oor die eiendom geregistreer is.

Geteken te Swellendam op hede die 8ste dag van Februarie 2000.

Louw & Steyn, Prokureur vir Eksekusieskuldeiser, Voortrekstraat 78 (Posbus 11), Swellendam, 6740. [Tel. (028) 514-1055.] (Verw. J. J. Pretorius.)

Case No. 12500/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between ABSA BANK LIMITED, Execution Creditor, and BIFRAJ MAHADEO, First Execution Debtor, and SUNDREE MAHADEO, Second Execution Debtor

In pursuance of a judgment granted on 12 February 1997 in East London Magistrate's Court and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 1 March 2000 at 09:00, at the East London Magistrate's Court to the highest bidder:

Place of sale: East London Magistrate's Court Building, Lower Buffalo Street, East London.

Description: 27 Sentinel Avenue, Braelyn Hills, East London, Erf 23543, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 700 (seven hundred) square metres, held by Deed of Transfer T1916/1985.

Conditions of sale:

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchaser, other than the Plaintiff, shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale and the balance, together with interest at the current rate referred to in the warrant of execution on the amount of the Plaintiff's claim (and in the event of there being any other preferent creditor, then also the interest payable upon such preferent creditor's claim) in cash on registration of transfer into the name of the purchaser, and which shall be secured by an approved bank or recognised financial institution guarantee. Such guarantee shall be irrevocable and not subject to withdrawal by the bank or the financial institution which issued it. The guarantee shall be furnished to the Plaintiff's attorneys within fourteen (14) days of the date of the sale, or within such extended period as may be agreed upon between the Sheriff and the Plaintiff's attorneys. In the event of the Plaintiff being the purchaser, no guarantee shall be required.

3. Transfer shall be affected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

4. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

5. The above information is furnished but not guaranteed.

Dated at East London on this 7th day of February 2000.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (043) 743-3700.] (Fax: M. Lombard/LL/M5/Z01889.)

Case No. 35/99

IN THE HIGH COURT OF SOUTH AFRICA
(Eastern Cape Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JENEFER ROSEMARY RUBIDGE, First Defendant, and ROMNEY ESTATES C.C. (CK90/11447/23), Second Defendant

In pursuance of a judgment by the Court granted in the above suit, the following immovable property will on 25 February 2000 at 10:00, be sold in execution. The auction will take place at the Magistrate's Court, Church Street, Graaff-Reinet and the property to be sold is:

1. Erf 1359, Graaff-Reinet, in extent 991,0000 sqm;
2. Erf 262, Graaff-Reinet, in extent 215,0000 sqm.

The following information is furnished as to the improvements though in this respect nothing is guaranteed: See attached list.

Terms:

1. The sale will be voetstoots without reserve and to the highest bidder but subject to the Supreme Court Act and Rules and all conditions contained in the Title Deed under which the property is held.
2. Auctioneer's charges and 10% of the purchase price payable on the day of the sale and the balance to be secured within fourteen (14) days of the sale.
3. The full conditions of sale may be inspected at the office of the Sheriff of the above Court.

Dated at Grahamstown on this 30th day of November 1999.

ANNEXURE

Erf 1359, Graaff-Reinet, in extent 991,0000 sqm.

The property consists of a bricked wall house with plate roof. The house is made up of six rooms with a hall way. No garage.

Erf 262, Graaff-Reinet, in extent 215,0000 sqm.

The property consists of a bricked wall house with plate roof. Fully fenced. No garage. The house is made up of two rooms with wooden floors. Separate kitchen and living room with hall way.

Case No. 570/99

IN THE HIGH COURT OF SOUTH AFRICA
(Eastern Cape Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and DANIEL ZAMILE NONDUMO, Defendant

In pursuance of a judgment by the Court granted in the above suit, the following immovable property will on 25 February 2000 at 10:00, be sold in execution. The auction will take place at the Magistrate's Court, Market Street, Fort Beaufort, and the property to be sold is:

1. Erf 877, Kwatinidubu;
2. Erf 1104, Kwatinidubu.

The following information is furnished as to the improvements though in this respect nothing is guaranteed: See attached list.

Terms:

1. The sale will be voetstoots without reserve and to the highest bidder but subject to the Supreme Court Act and Rules and all conditions contained in the Title Deed under which the property is held.
2. Auctioneer's charges and 10% of the purchase price payable on the day of the sale and the balance to be secured within fourteen (14) days of the sale.
3. The full conditions of sale may be inspected at the office of the Sheriff of the above Court.

Dated at Grahamstown on this 30th day of November 1999.

D. H. de la Harpe, Attorney for Plaintiff, Netteltons, 118A High Street, Grahamstown. (Ref. Mr De La Harpe.)

DESCRIPTION OF PROPERTY

Erf 877, Kwatinidubu

Bottle store and butchery, 390,9 square metres with dubble garage.

Erf 1104, Kwatinidubu

House consisting of garage, lounge/diningroom, 2 bedrooms and a bathroom.

Saak No. 4804/99

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

In die saak tussen STANDARD BANK OF S.A. LTD, Eiser, en CHEFFERINO FRANCOIS FORTUIN, Verweerder

Ingevolge 'n vonnis gelewer op 26 Mei 1999, in die Kuilsrivier Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 9 Maart 2000 om 12:30, te 6 Victoria Close, Old Nooiensfontein Road, Kuilsriver, aan die hoogste bieder, met geen reserweprys:

Beskrywing: 'n Eenheid bestaande uit—

(a) Deel No. 6, soos getoon en volledig beskryf op Deelplan No. SS72/88 in die skema bekend as Victoria Woonstelle ten opsigte van die grond en gebou of geboue geleë te Kuilsrivier, in die Oostenberg Munisipaliteit welke deel die vloeroppervlakte, volgens genoemde deelplan vier en veertig (44) vierkante meter;

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport No. ST23260/96.

Straatadres: 6 Victoria Woonstelle, Ou Nooiensfontein Pad, Kraaifontein.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 2 x slaapkamers, sitkamer, kombuis en badkamer.

1. Die verkoping is onderhewig aan die verkoopsvoorwaardes en die Wet op Landdroshofe en die Reëls onderhewig daaraan.

2. *Betaling:* Tien persent van die verkoopsprys op die dag van die veiling en die balans, tesame met rente bereken op die eiser se eis teen 'n koers van 19,5% vanaf datum van verkoping tot datum van registrasie teen registrasie van die eiendom op die naam van die koper, welke betaling versekureer sal wees deur 'n waarborg van 'n goedgekeurde finansiële instelling, binne 14 (veertien) dae vanaf datum van verkoping.

3. Die koper sal verantwoordelik wees vir betaling van rente aan die eksekusieskuldeiser en die verbandhouer, indien enige, vanaf datum van verkoping tot datum van registrasie soos uiteengesit in die verkoopsvoorwaardes.

4. Oordrag sal gedoen word deur die Eiser se Prokureurs en die koper sal alle oordragkoste, lopende belastinge en ander noodsaaklike heffings ten opsigte van die registrasie, soos aangevra deur die voormelde oordragprokureurs.

5. Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof.

Gedateer te Bellville op hede die 28ste dag van Januarie 2000.

Bornman & Hayward Ing., H. N. Wilson, Eiser of Eiser se Prokureur, VIII High Street, Rosenpark, Tygervally, 7536; Posbus 3609, Tygervallei, 7536. (Tel. 914-6400.) (Verw. HNW/YF/S0168/960.)

Saak No. 4065/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KNYSNA GEHOU TE KNYSNA

In die saak tussen ABSA BANK BEPERK, Eiser, en MANOR COURT PROPERTY HOLDINGS CC (CK96/15028/23), Verweerder

Ten uitvoering van 'n vonnis gedateer 12 Oktober 1999, van die Landdroshof vir Knysna, in bovermelde saak, sal 'n verkoping van die ondergemelde eiendom voor die Landdroshofkantore te Knysna gehou word op 2 Maart 2000 om 11:00, naamlik:

Beskrywing: Erf 8852, Knysna, in die Plaaslike Oorgangsraad, Afdeling Knysna, Provinsie Wes-Kaap, ook bekend as Templeman Weg, Knysna, groot 850,0000 vierkante meter, gehou T71080/1996.

Die volgende besonderhede word verskaf, alhoewel geen waarborge gegee word nie:

Verbeterings: Geen.

Voorwaardes van verkoop:

1. Die eiendom word voetstoot sonder reserwe verkoop vir die hoogste bod, onderhewig aan die bepalings van die Landdroshof-wet, No. 32 van 1944, soos gewysig.

2. Die koopprys sal soos volg betaalbaar wees:

2.1 Tien persent (10%) van die volle koopsom onmiddellik by aangaan van die koop.

2.2 Die balans deur lewering van 'n bevredigende Bank of Bougenootskapwaarborg vir sodanige balans met rente op die uitstaande koopprys teen die heersende rentekoers van tyd tot tyd vanaf datum van koop tot datum van registrasie van transport in die naam van die koper binne veertien (14) dae vanaf datum van ondertekening van die voorwaardes van verkoop.

3. Die verkoping sal geskied volgens verdere verkoopsvoorwaardes wat uitgelees sal word by die veiling. Die voorwaardes sal ter insae lê by die kantoor van die Balju, Uilstraat 11, Knysna, gedurende kantoorure.

Geteken te Knysna op hierdie 31ste dag van Januarie 2000.

Millers Ingelyf, Eiser se Prokureurs, Woodmill Lane No. 20, Knysna, 6570. (Verw. A. Wasserman/rm/WR102.)

Case No. 6770/98

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

**In the matter between F. HUNTER & SONS (PTY) LTD, t/a HUNTERS MENSWEAR, Plaintiff, and
S. GAMAKULU, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 10 September 1997 and subsequent warrant of execution against the following immovable will be sold in execution at 14:00 on 13 March 2000 at 9 Vukutu Street, Southernwood, Umtata, namely:

A house at Erf No. 7884, Umtata, also known as 9 Vukutu Street, Southernwood, Umtata.

And take further notice that the conditions of sale will lie for inspection at the offices of the Auctioneer Pro Collections, Ludidi Building, and contain *inter alia* the following provisions:

1. Twenty percent of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed with 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.
4. Reserved price to be read out at sale.

Dated at Umtata this 20th day of January 2000.

Keightley Attorneys, Plaintiff's Attorneys, 82 Blakeway Road, Umtata. (Ref. H11/98/21.)

To: Ad-Hoc Sheriff.

Case No. 6898/99

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

In the matter between UMTATA MUNICIPALITY, Plaintiff, and M. SIBAYA, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 26 August 1999 and subsequent warrant of execution against the following immovable will be sold in execution at 15:30 on 13 March 2000 at 59 Blakeway Road, Umtata, namely:

A three (3) bedroomed house, with single garage at Erf No. 580, Umtata, also known as 59 Blakeway Road, Umtata.

And take further notice that the conditions of sale will lie for inspection at the offices of the Auctioneer Pro Collections, Ludidi Building, and contain *inter alia* the following provisions:

1. Twenty percent of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed with 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.
4. Reserved price to be read out at sale.

Dated at Umtata this 20th day of January 2000.

Keightley Attorneys, Plaintiff's Attorneys, 82 Blakeway Road, Umtata. (Ref. U10/99/20.)

To: The Auctioneer Pro Collections.

Case No. 2589/98

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

**In the matter between BANK OF TRANSKEI LIMITED, Plaintiff, and
ZANDISILE MNTWANA fta E K. CONSTRUCTION, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 4 May 1998 and subsequent warrant of execution against the following immovable will be sold in execution at 10:00 on 13 March 2000 at 17 Finch Street, Southernwood, Umtata, namely:

A house at Erf No. 2886, Umtata, also known as 17 Finch Street, Southernwood, Umtata.

And take further notice that the conditions of sale will lie for inspection at the offices of the Auctioneer Pro Collections, Ludidi Building, and contain *inter alia* the following provisions:

1. Twenty percent of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed with 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.
4. Reserved price to be read out at sale.

Dated at Umtata this 20th day of January 2000.

Keightley Attorneys, Plaintiff's Attorneys, 82 Blakeway Road, Umtata. (Ref. B143/97/22.)

To: The Auctioneer Pro Collections.

Case No. 445/99

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

In the matter between **ACP COTTERELL & GSH FLETCHER** trustees for **THE RONNIES MOTORS TRUST**, Plaintiff, and **Mr PRAISEHIM BONGANI TITI** *v/a* **PROFESSIONAL BROKERS**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 9 March 1999 and subsequent warrant of execution, the following property will be sold in execution at 10:00 on 3 March 2000, at Umtata, namely:

Erf 12243, Umtata Township Extension 45, situated in the Municipality and District of Umtata, at 15 Ostrict Street, Southernwood, Umtata.

And take further notice that the conditions of sale will lie for inspection at the offices of the Ad Hoc Sheriff of the Court, Umtata, and contain *inter alia* the following provisions:

1. Twenty percent of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.
4. Reserve price to be read out at sale.

Dated at Umtata on this 1st day of February 2000.

Keightley Attorneys, Plaintiff's Attorneys, 82 Blakeway Road, P.O. Box 147, Umtata. (Ref. R2/99/9.)

To: The Ad Hoc Sheriff, Umtata.

NATAL

Case No. 8253/97

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

In the matter between **BOE BANK LIMITED**, formerly trading as **NBS BANK LIMITED**, Plaintiff, and **UNIT 42 WAREING PARK CC**, No. CK96/0228/23, Defendant

The following property will be sold in execution on 8 March 2000 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, Sheriff of the Magistrate's Court for Pinetown, to the highest bidder:

Section 42, as shown and more fully described on Sectional Plan SS541/95, in the scheme known as Wareing Park, in respect of the land and building or buildings situated at Pinetown, Borough of Pinetown, of which section the floor area, according to the sectional plan is 156 square metres in extent;

with the postal and street address of 39 Wareing Park, Wareing Road, Pinetown.

The following improvements are furnished but nothing is guaranteed in this regard: Sectional title brick under tile unit comprising of warehouse, reception area, shower, two toilets and two upper floor offices.

The sale shall be subject to the terms and conditions of the Magistrate's Court and the Rules made thereunder and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court for Pinetown, 2 Sankit Centre, 62 Caversham Road, Pinetown, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Ms Singh/N114.4996/96.)

Case No. 6513/99

IN THE MAGISTRATE'S COURT OF NEWCASTLE HELD AT NEWCASTLE

In the matter between NEWCASTLE LOCAL COUNCIL, Plaintiff, and ABOOBAKER MAHOMED MOOLA, First Defendant, and THE ADMINISTRATORS IN THE ESTATE OF THE LATE RAMGRIP RAMSAROOP, Second Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 17 November 1999 the undermentioned property will be sold in execution on 8 March 2000 at 10:00, at the front room of the Magistrate's Court, Newcastle, namely:

Remainder of Erf 1106, Newcastle.

The property is a vacant stand.

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

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

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

Dated at Newcastle on this 17th day of January 2000.

P. G. Steyn, for De Jager Steyn Maritz Inc., Attorneys for Plaintiff, Fourth Floor, United Building, 52 Scott Street, Newcastle.

Case No. 11109/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Execution Creditor, and JOOTOO RAMDHANEY, First Execution Debtor, and KOWSILLIA DEVI RAMDHANEY, Second Execution Debtor

In execution of a judgment granted by the above Honourable Court dated on 12 February 1999 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Inanda District, Area 2, at the entrance to the Magistrate's Court, Moss Street, Verulam, on 6 March 2000 at 09:00, to the highest bidder without reserve, namely:

Lot 226, Redcliffe, situated in the Development Area of Redcliffe and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 160 (one hundred and sixty) square metres, subject to the conditions therein contained, which property is physically situated at 231 Redcliffe Drive, Redcliffe, Verulam, KwaZulu-Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T4028/95.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon single-storey semi detached brick under tile dwelling comprising of three bedrooms (vinyl), open plan lounge and dining-room (tiled), kitchen (tiled, built-in-cupboards, hob and eye level oven), toilet, shower cubicle, cemented driveway and burglar guards.

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Inanda District—Area Two, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban during January 2000.

Pearce Lister & Co., Execution Creditor's Attorneys, Eighth Floor, Fedsure House, 320 Smith Street, Durban. (Docex 49.) (JTD/mg/11/U016/192.)

Case No. 8412/99

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

**In the matter between ABSA BANK LIMITED, Execution Creditor, and
THOKOZANI CYNTHIA SHABANGU, Execution Debtor**

In execution of a judgment granted by the above Honourable Court dated on 13 October 1999, in the above-mentioned suit, the following property will be sold in execution by the Sheriff of the High Court, Inanda District, Area 2, at the entrance to the Magistrate's Court, Moss Street, Verulam, on 6 March 2000 at 09:00, to the highest bidder without reserve, namely:

Lot 1022, Hillgrove, situated in the City of Durban, Administrative District of Natal, extent 437 (four hundred and thirty-seven) square metres, subject to the conditions therein contained in especially to the restraint against alienation in favour of Innova (now known as Newhco Natal).

Which property is physically situated at and situated at 42 Sunnyside Circle, Hillgrove, Newlands West, KwaZulu-Natal, and which property is held by the above-named Defendant under and by virtue of held under Deed of Transfer T5215/94.

Improvements:

Without constituting a warranty of any nature, the property has been improved by the erection thereon single storey brick under tile dwelling comprising two bedrooms, lounge, kitchen, toilet, bathroom, paved driveway and burglar guards.

Zoning:

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Inanda District, Area Two, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban during January 2000.

Pearce Lister & Co., Execution Creditor's Attorneys, Eighth Floor, Fedsure House, 320 Smith Street, Durban; Docex 49.
(Ref. JDT/mg/11/U016/320.)

Case No. 3298/99

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

**In the matter between ABSA BANK LIMITED, Execution Creditor, and
MATEKU EVENINGSTAR GUMBI, Execution Debtor**

In execution of a judgment granted by the above Honourable Court dated on 15 July 1999, in the above-mentioned suit, the following property will be sold in execution by the Sheriff of the High Court, Scottburgh, at the Cutty Sark Hotel, Starboard Conference Room, Scottburgh, on 3 March 2000 at 10:00, to the highest bidder without reserve, namely:

All the right, title and interest in the leasehold in respect of Erf 146, Shayamoya, Registration Division ET, in the Scottburgh/Umzinto North Transitional Local Council Area, Province of KwaZulu-Natal, in extent 364 (three hundred and sixty-four) square metres, subject to all the terms and conditions contained therein.

Which property is physically situated at Lot 146, Shayamoya, Scottburgh, Umzinto, KwaZulu-Natal, and which property is held by the above-named Defendant under and by virtue of Certificate of Registered Grant of Leasehold TL299/98.

Improvements:

Without constituting a warranty of any nature, the property has been improved by the erection thereon - brick and cement under tiled roof building consisting of two bedrooms, shower and toilet combined, open plan kitchen and lounge and with small sink wash-basin.

Zoning:

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Scottburgh, 67 Williamson Street, Scottburgh, KwaZulu-Natal.

Dated at Durban this 26th day of January 2000.

Pearce Lister & Co., Execution Creditor's Attorneys, Eighth Floor, Fedsure House, 320 Smith Street, Durban; Docex 49.
(Ref. JDT/mg/11/U017/025.)

Case No. 5188/99

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
SOOBAMONEY GOVENDER, First Defendant, and YEGACHERI GOVENDER, Second Defendant**

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, High Court, Inanda Area 1, at the front entrance to the Magistrate's Court, Moss Street, Verulam, on 3 March 2000 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff, at the time of the sale:

The property is described as: Erf 489, Lenham, Registration Division FT, situated in the City of Durban, Province of KwaZulu-Natal, in extent three hundred and thirty-eight (338) square metres.

Held under Deed of Transfer T18444/1986.

Street address: 141 Northcroft Drive, Lenham. Phoenix.

Improvements: Block and face brick frontage double storey semi-detached house with water and electricity facilities and tile room comprising of:

Upstairs: Four bedrooms (one with en-suite and four with built-in cupboards), toilet and bathroom together and balcony.

Downstairs: Open plan lounge and dining-room, TV lounge, kitchen (built-in cupboards), toilet, verandah and carport.

Yard block and precast fence and partly cemented.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, 12 Groom Street, Verulam.

Dated at Durban this 21st day of January 2000.

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

Case No. 5805/99

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED (Reg. No. 62/00738/06), Plaintiff, and
THORBJORN ADRIAN AXELSON, Defendant**

In pursuance of a judgment granted in the Magistrate's Court for the District of Port Shepstone, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve in front of the Magistrate's Court, Port Shepstone, on Friday, 3 March 2000 at 10:00:

Property description: Erf 281, Melville (Extension 1), Registration Division ET, situated in the Hibberdene Transitional Local Council Area, and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 684 square metres, held under Deed of Transfer T23923/1997, and situated at Erf 281, Pretorius Drive, Melville Extension 1.

The property comprises the following: Double storey dwelling under brick and tile, consisting of: *Bottom section:* Lounge, dining-room, kitchen, bath/toilet/basin and shower, second shower, basin and toilet with interleading door to a single garage. *Top section:* Three bedrooms, lounge, toilet and basin.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance together with interest thereon calculated at the rate of 16% per annum, against transfer, to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the sale which guarantee shall be approved by the Plaintiff's attorneys.

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

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

Dated at Port Shepstone on this 25th day of January 2000.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. ERB/ST126/01SJ29126.)

Case No. 5278/99

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED (Reg. No. 62/00738/06), Plaintiff, and PIETER JOHANNES VAN NIEKERK, First Defendant, and MARIA PETRONELLA VAN NIEKERK, Second Defendant

In pursuance of a judgment granted in the Magistrate's Court for the District of Port Shepstone, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve in front of the Magistrate's Court, Port Shepstone, on Friday, 3 March 2000 at 10:00:

Property description: Erf 891, Ramsgate, Registration Division ET, situated in the Margate Transitional Local Council Area, and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 2 023 square metres, held under Deed of Transfer T18464/1998, and situated at Erf 891, Otto Place, Ramsgate.

The property comprises the following: Dwelling under brick and tile, consisting of enclosed veranda, open-plan lounge and dining-room, sunroom, kitchen, three bedrooms (main bedroom with main en-suite), bathroom, single garage, servant's room, servant's shower, toilet and wash-basin.

Nothing in this regard is guaranteed.

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

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance together with interest thereon calculated at the rate of 23% per annum, against transfer, to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the sale which guarantee shall be approved by the Plaintiff's attorneys.

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

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

Dated at Port Shepstone on this 24th day of January 2000.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. ERB/ST122/01SJ29122.)

Case No. 29337/99

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

In the matter between FBC FIDELITY BANK LIMITED, Plaintiff, and Mr ASHOK NAGESAR, Defendant

In pursuance of a judgment granted on 29 July 1999 in the Magistrate's Court, Durban, and under a writ of execution issued hereafter, the immovable property listed hereunder will be sold in execution on Thursday, 2 March 2000 at 10:00, at Eighth Floor, Maritime House, corner of Salmon Grove Chambers, and Victoria Embankment, Durban, to the highest bidder:

Description: Erf 1921, Isipingo (Extension 14), Registration Division FT, situated in the South Local Council Area, Province of KwaZulu-Natal, in extent 997 square metres, held under Deed of Transfer T27514/98.

Postal address: 24 Fiddlewood Road, Isipingo, Durban.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of an incomplete house structure.

Material conditions:

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

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

3. The purchaser shall be liable to pay interest on any preferent creditor's claim calculated from the date of sale to the date of transfer.

4. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay transfer costs, including transfer duty, current and/or arrear levies/rates and other necessary charges to effect transfer upon request by the said attorneys.

5. Payment of value-added tax which may be applicable in terms of Act No. 38 of 1991, shall be borne by the purchaser.

The full conditions of sale may be inspected at the offices of the Sheriff, Durban South.

Dated at Durban on this 25th day of January 2000.

Legator McKenna Incorporated, 21st Floor, Eagle Building, 357 West Street, Durban, 4001. (Ref. Mrs De Lange/AG/.)

Case No. 7917/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
ANTHONY MARAIS, First Defendant, and STEPHANIE BARRY, Second Defendant**

1. The following property shall be sold by the Sheriff for the High Court, Durban South, on 9 March 2000 at 10:00, Eighth Floor, Maritime House, 143 Salmon Grove, Durban, to the highest bidder without reserve:

A unit consisting of Section 11, as shown and more fully described on Sectional Plan SS598/1997, in the scheme known as Logbro Close, in respect of the land and building or buildings situated at Sea View, in the Durban Entity, of which section the floor area, according to the said sectional plan, is 51 square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST3055/98; and having physical address at 11 Logbro Close, 186 Roland Chapman Drive, Montclair Durban, KwaZulu-Natal, and which, without anything being warranted thereby, is zoned General Residential 2 and is improved by a dwelling comprising lounge, kitchen, two bedrooms and bathroom/w.c.

2. The sale is voetstoots and the successful bidder is to pay on conclusion of the sale in cash or by bank-guaranteed cheque a deposit of 10% of the price, plus the Sheriff's charges (being 5% on the first R30 000,00 of the price and 3% on the balance, plus VAT). The full conditions of sale may be inspected at the office of the said Sheriff at 101 Lejaton, 40 St Georges Street, Durban.

Dated at Durban on this 24th day of January 2000.

John Koch & Company, Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets. (Ref. Durban/F3159.)

Case No. 15722/98

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

**In the matter between KWAZULU FINANCE AND INVESTMENT CORPORATION LIMITED, Plaintiff, and
ZODWA FRANSISCA SIBISI, Defendant**

In pursuance of a judgment granted on 19 March 1999 in the Magistrate's Court for the District of Pinetown, held at Pinetown, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on 8 March 2000 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: Site 874, kwaDabeka D, Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent two hundred and ninety-five (295) square metres.

Street address: D-874 kwaDabeka Township, Pinetown.

Improvements: Bricks under asbestos dwelling consisting of two bedrooms, lounge, kitchen and toilet/bath.

Zoning: Special Residential (nothing guaranteed).

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

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

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

2. The purchaser shall be liable for payment of interest at the rate of 17% per annum to the bondholder, KwaZulu Finance and Investment Corporation Limited, on the amount outstanding by the Execution Debtor to the Execution Creditor as at the date of sale or the purchase price whichever is the lesser, calculated from the date of sale to the date of transfer, both days inclusive.

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

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

5. The full conditions of sale may be inspected at the office of the Sheriff Office, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 20th day of January 2000.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Ngidi.)

Case No. 15734/98

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

In the matter between KWAZULU FINANCE AND INVESTMENT CORPORATION LIMITED, Plaintiff, and NORBERT NORMAN MYEZA, First Defendant, and VERONICA BAJABULILE MYEZA, Second Defendant

In pursuance of a judgment granted on 19 April 1999 in the Magistrate's Court for the District of Pinetown, held at Pinetown, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on 8 March 2000 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: Site 746, kwaDabeka D, Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent three hundred (300) square metres.

Street address: D-746 kwaDabeka Township, Pinetown.

Improvements: Bricks under asbestos dwelling consisting of bedroom, lounge, kitchen and toilet/bath.

Zoning: Special Residential (nothing guaranteed).

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

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

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

2. The purchaser shall be liable for payment of interest at the rate of 17% per annum to the bondholder, KwaZulu Finance and Investment Corporation Limited, on the amount outstanding by the Execution Debtor to the Execution Creditor as at the date of sale or the purchase price whichever is the lesser, calculated from the date of sale to the date of transfer, both days inclusive.

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

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

5. The full conditions of sale may be inspected at the office of the Sheriff, Office 2, Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 20th day of January 2000.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Ngidi.)

Case No. 6749/99

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

In the matter between KWAZULU FINANCE AND INVESTMENT CORPORATION LIMITED, Plaintiff, and THABANI BHEKANI DLAMINI, Defendant

In pursuance of a judgment granted on 31 May 1999 in the Magistrate's Court for the District of Pinetown, held at Pinetown, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on 8 March 2000 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: Erf 6625, kwaNdengezi A, Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent two hundred (200) square metres.

Street address: A-6625 kwaNdengezi Township, Pinetown.

Improvements: Bricks under asbestos dwelling consisting of two bedrooms, lounge, kitchen and toilet/bath (outside).

Zoning: Special Residential (nothing guaranteed).

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

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

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

2. The purchaser shall be liable for payment of interest at the rate of 17% per annum to the bondholder, KwaZulu Finance and Investment Corporation Limited, on the amount outstanding by the Execution Debtor to the Execution Creditor as at the date of sale or the purchase price whichever is the lesser, calculated from the date of sale to the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.
4. The property and the improvements thereon are sold voetstoots and without any warranties.
5. The full conditions of sale may be inspected at the office of the Sheriff Office, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 13th day of January 2000:

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Ngidi.)

Case No. 10633/99

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

**In the matter between KWAZULU FINANCE AND INVESTMENT CORPORATION LIMITED, Plaintiff, and
BHEKUYISE EMMANUEL MNGADI, Defendant**

In pursuance of a judgment granted on 22 September 1999 in the Magistrate's Court for the District of Inanda, held at Verulam, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on 10 March 2000 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Site 1209, Ntuzuma F, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent three hundred and fifteen (315) square metres.

Street address: F-1209 Ntuzuma Township, PO kwaMashu.

Improvements: Bricks plastered under tile dwelling consisting of five bedrooms, lounge, dining-room, kitchen, three toilets/bathrooms, water and electricity, single garage, verandah and face brick fence.

Zoning: Special Residential (nothing guaranteed).

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

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

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

2. The purchaser shall be liable for payment of interest at the rate of 21% per annum to the bondholder, KwaZulu Finance and Investment Corporation Limited, on the amount outstanding by the Execution Debtor to the Execution Creditor as at the date of sale or the purchase price whichever is the lesser, calculated from the date of sale to the date of transfer, both days inclusive.

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

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

5. The full conditions of sale may be inspected at the office of the Sheriff, Office 2, Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban on this 22nd day of January 2000.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Ngidi.)

Case No. 214/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD,
Execution Creditor, and F. N. MQAYI, Execution Debtor**

In pursuance of a judgment granted on 23 March 1999 against the Execution Debtors in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 March 2000 at 10:00, in front of the Sheriff's Offices, 70 Main Street, Eshowe:

1. (a) *Deeds office description:* Site 908, Sundumbili B, Registration Division FU, situated in the District of Inkanyezi, Province of KwaZulu-Natal, in extent 322 square metres.

(b) *Street address*: Unit B908, Sundumbili Township, Inkanyezi District, Province of KwaZulu-Natal.

(c) *Property description* (not warranted to be correct): Brick under tile roof dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet combined.

(d) *Zoning/special privileges or exemptions*: No special privileges or exemptions. Zoned Residential. Reservation to South African Development Trust of all rights to minerals.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Magistrate's Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court.

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

Dated at Eshowe on this 25th day of January 2000.

W. E. White, Plaintiff's Attorneys, 12 Osborn Road (P.O. Box 131), Eshowe, 3815. (Ref. MFM/tc/01K083/046.)

Case No. 213/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD,
Execution Creditor, and G. R. SIBIYA, Execution Debtor**

In pursuance of a judgment granted on 23 March 1999 against the Execution Debtors in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 March 2000 at 10:00, in front of the Sheriff's Offices, 70 Main Street, Eshowe:

1. (a) *Deeds office description*: Unit 702, Sundumbili B, Registration Division FU, situated in the Country of Zululand, Province of KwaZulu-Natal, in extent 537 square metres.

(b) *Street address*: Unit B702, Sundumbili Township, Inkanyezi District, Province of KwaZulu-Natal.

(c) *Property description* (not warranted to be correct): Brick under asbestos roof dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet combined.

(d) *Zoning/special privileges or exemptions*: No special privileges or exemptions. Zoned Residential. Reservation to South African Development Trust of all rights to minerals.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Magistrate's Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court.

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

Dated at Eshowe on this 25th day of January 2000.

W. E. White, Plaintiff's Attorneys, 12 Osborn Road (P.O. Box 131), Eshowe, 3815. (Ref. MFM/tc/01K083/045.)

Case No. 582/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Execution Creditor, and
T. E. CELE, First Execution Debtor, and T. V. CELE, Second Execution Debtor**

In pursuance of a judgment granted on 21 May 1999 against the Execution Debtors in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 March 2000 at 10:00, in front of the Sheriff's Offices, 70 Main Street, Eshowe:

1. (a) *Deeds office description*: Unit 1891, Sundumbili B, Registration Division FU, situated in the Mandini Transitional Local Council Area, Province of KwaZulu-Natal, in extent 299 square metres.

(b) *Street address*: Unit B1891, Sundumbili Township, Inkanyezi District, Province of KwaZulu-Natal.

(c) *Property description* (not warranted to be correct): Brick under asbestos roof dwelling consisting of lounge, kitchen, bedroom and bathroom/toilet combined.

(d) *Zoning/special privileges or exemptions*: No special privileges or exemptions. Zoned Residential. Reservation to KwaZulu Government of all rights to minerals.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Magistrate's Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court.

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

Dated at Eshowe on this 25th day of January 2000.

W. E. White, Plaintiff's Attorneys, 12 Osborn Road (P.O. Box 131), Eshowe, 3815. (Ref. MFM/tc/01K083/056.)

Case No. 603/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Execution Creditor, and
Z. T. KHOZA, First Execution Debtor, and N. M. KHOZA, Second Execution Debtor**

In pursuance of a judgment granted on 21 May 1999 against the Execution Debtors in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 March 2000 at 10:00, in front of the Sheriff's Offices, 70 Main Street, Eshowe:

1. (a) *Deeds office description*: Unit 1660, Sundumbili B, Registration Division FU, situated in the Mandini Transitional Local Council Area, Province of KwaZulu-Natal, in extent 300 square metres.

(b) *Street address*: Unit B1660, Sundumbili Township, Inkanyezi District, Province of KwaZulu-Natal.

(c) *Property description* (not warranted to be correct): Brick under tile roof dwelling consisting of lounge, open-plan kitchen, two bedrooms, bathroom/shower/toilet combined.

(d) *Zoning/special privileges or exemptions*: No special privileges or exemptions. Zoned Residential. Reservation to KwaZulu Government of all rights to minerals.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Magistrate's Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court.

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

Dated at Eshowe on this 25th day of January 2000.

W. E. White, Plaintiff's Attorneys, 12 Osborn Road, Eshowe, 3815. (Ref. MFM/tc/01K083/007.)

Case No. 8879/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
VICTOR ZAKHELE MFEKA, Defendant**

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division) dated 19 November 1999 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on 6 March 2000 at 09:00 at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder. The conditions of sale will be read out by the auctioneer at the time of the sale and same can be inspected at the office of the Sheriff of the High Court prior to the sale:

Certain Erf 2845, Tongaat Extension 24, Registration Division FU, situated in the North Local Council Area, Province of KwaZulu-Natal, in extent 450 square metres, held under Deed of Transfer T14011/1997, situated at 45 Thornetree Avenue, Tongaat Extension 24.

Improvements (not guaranteed): Single-storey brick under tile dwelling comprising three bedrooms (carpeted, two with b.i.c. and one with en-suite), lounge (carpeted), dining-room (tiled), kitchen (tiled, b.i.c.), toilet (vinyl), bathroom (vinyl, tub and basin), single manual garage, tarred driveway, wire fencing and burglar guards.

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

2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale.

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

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

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

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

Dated at Umhlanga Rocks this 24th day of January 2000.

Gavin Gow & Pearce, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks; P.O. Box 610, Umhlanga Rocks. [Tel. (031) 561-1011.] *Service address*: C/o Docex, 15 Aliwal Street, Durban. (Ref. AP/dh/S1142: S0205/206.)

Case No. 7311/99

File No. D9

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

In the matter between FBC FIDELITY BANK LIMITED, Plaintiff, and Mr POOVENDRAN THAVER, First Defendant, and Mrs GOVINDAMMA THAVER, Second Defendant

In pursuance of a judgment granted on 24 June 1999 in the Magistrate's Court, Pinetown and under a writ of execution issued hereafter, the immovable property listed hereunder will be sold in execution on 1 March 2000 at 10:00 at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: Portion 23 (of 21) of Erf 6539, Pinetown, Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 901 square metres, held by Deed of Transfer T31424/98.

Postal address: 29 Camelia Place, Nagina, Pinetown.

Improvements: Brick under tile dwelling, entrance hall, lounge, dining-room, kitchen, three bedrooms (two rooms with built-in cupboards), bathroom with toilet, double garage, outbuilding with toilet and gravel driveway.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Durban within 14 (fourteen) days after the date of the sale.
3. The purchaser shall be liable to pay interest on any preferent creditor's claim calculated from the date of sale to date of transfer.

4. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay transfer costs, including transfer duty, current and/or arrear levies/rates and other necessary charges to effect transfer upon request by the said attorneys.

5. Payment of value-added tax which may be applicable in terms of Act 38 of 1991 shall be borne by the purchaser.

The full conditions of sale may be inspected at the offices of the Sheriff, Pinetown.

Dated at Durban this 24th day of January 2000.

Legator McKenna Incorporated, 21st Floor, Eagle Building, 357 West Street, Durban, 4001. (Ref. Mrs De Lange/AG.)

Case No. 29671/99

File No. D13,1

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

In the matter between FBC FIDELITY BANK LIMITED, Plaintiff, and Mr ANAND INDERJITH, Defendant

In pursuance of a judgment granted on 17 August 1999 in the Magistrate's Court, Durban and under a writ of execution issued hereafter, the immovable property listed hereunder will be sold in execution on 29 February 2000 at 14:00 at the front steps of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: Portion 85 (of 65) of the farm Kolandene Heights 14249, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 650 square metres, held by Deed of Transfer T32173/98.

Postal address of the immovable property is: 10 Alpaca Place, Clare Estate, Durban.

Improvements: Without constituting a warranty of any nature the property has been improved by the erection thereof of a face brick/slabbed roof house comprising lounge/dining-room (carpeted), kitchen (b.i.c. tiled), three bedrooms (b.i.c. carpeted and main en-suite), toilet and bathroom (tiled), passageway (carpeted), balcony (tiled) with balustrades with basement: Two rooms, kitchen, toilet bathroom together (cement floors), swimming-pool (fenced) and double door garage, doors/windows burglar guarded, yard fenced (precast walls).

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Durban within 14 (fourteen) days after the date of the sale.
3. The purchaser shall be liable to pay interest on any preferent creditor's claim calculated from the date of sale to date of transfer.

4. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay transfer costs, including transfer duty, current and/or arrear levies/rates and other necessary charges to effect transfer upon request by the said attorneys.

5. Payment of value-added tax which may be applicable in terms of Act 38 of 1991 shall be borne by the purchaser.

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

Dated at Durban this 2nd day of January 2000.

Legator McKenna Incorporated, 21st Floor, Eagle Building, 357 West Street, Durban, 4001. (Ref. Mrs De Lange/AG.)

Case No. 8041/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and TSIETSI CLEMENT MOHALE, First Execution Debtor, and JACOBETH NOMSHADO MOHALE, Second Execution Debtor

In pursuance of a judgment in the abovementioned matter, the immovable property listed hereunder will be sold in execution to the highest bidder without reserve on 2 March 2000 at 10:00, at Maritime House, 8th Floor, 1 Salmon Grove, Durban:

Description:

(a) A unit consisting of Section No. 11 as shown and more fully described on Sectional Plan No. SS192/1982, in the scheme known as Bencorrum, in respect of the land and building or buildings situate at Durban, of which the floor area, according to the said sectional plan is thirty eight (38) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan and held under Deed of Transfer No. ST856/1995.

Physical address: 3E Bencorrum Mews, Shearer Road, South Beach, Durban, KwaZulu-Natal.

Improvements: Brick under concrete flat consisting of 1 en suite carpeted bedroom with built-in cupboards, 1 bathroom (linoleum flooring), 1 toilet (linoleum flooring), 1 kitchen with built-in cupboards, 1 lounge/diningroom combined, ceiling fans in bedroom and living area, security gate.

Nothing is guaranteed as regards the above.

Full conditions of sale may be inspected at the Sheriff, Durban Central, 801 Maritime House, Salmon Grove, Durban, 4001.

Dated at Durban on this the 19th day of January 2000.

Van Onselen O'Connell Inc., Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. Mr V. O'Connell/HE/02N130021.)

Case No. 345/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BHEKUYISE VUSUMUZI ATWELL MHLONGO, Defendant

The following property will be sold on 10 March 2000 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, by the Sheriff for the High Court, Inanda District, Area 1, to the highest bidder:

Erf 37, KwaMashu H, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 260 square metres, with the postal and street address H37 KwaMashu.

The following improvements are furnished but nothing is guaranteed in this regard:

Brick under tile roof dwelling consisting of 4 bedrooms with one en-suite, 1 lounge with diningroom, 1 kitchen, 1 toilet with bathroom and single garage.

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

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Ms Singh/ss/N417.4954/97.)

Case No. 9949/99

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

In the matter between ABSA BANK LIMITED, No. 86/04794/06, Plaintiff, and Mr IAN ROBERT HARRIS, Defendant

In terms of a judgment of the above Honourable Court dated 30 November 1999, a sale in execution will be held at 10:00 on Wednesday, 1 March 2000 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder without reserve:

(a) Section No. 19 as shown and more fully described on Sectional Plan No. SS64/96, in the scheme known as Ashley Grove in respect of the land and building or buildings situate at Ashley, Borough of Pinetown, of which section the floor area, according to the said sectional plan, is 71 (seventy one) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, by virtue of Deed of Transfer No. ST4691/96.

Physical address: 19 Ashley Grove, Gardia Road, Pinetown.

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

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the High Court, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 25 January 2000.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2244/Mrs Chetty.)

Case No. 554/98

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and J. G. HOPKINS, Defendant

In pursuance of a judgment in the above action, the immovable property listed hereunder shall be sold in execution to the highest bidder on 1 March 2000 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

Description: Erf 165, Pinetown Extension 3, Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent of 1 955 square metres, held by Deed of Transfer T12311/85KZ.

Physical address: 92 Underwood Road, Pinetown.

Improvements: Brick dwelling under tile, comprising three bedrooms, bathroom/toilet, lounge, dining-room, kitchen, double garage, carport and servant's ablutions.

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

2. The purchaser shall pay 10% of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at Dickinson & Theunissen.

Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

Case No. 2263/99

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and T. J. MNCWABE, Defendant

In pursuance of a judgment in the above action, the immovable property listed hereunder shall be sold in execution to the highest bidder on 3 March 2000 at 11:00, at the Sheriff's Salesroom, Bouchers Farm, estimated six kilometres from Cato Ridge on the old Main Road, between Cato Ridge and Inchanga, situated between Sandop and Inchanga Country Village. Sign boards reads Boucher Farm, Sheriff's Office:

Description: Site 222, Mpumalanga H, Registration Division FT, situated in the Outer West Local Council Area, Province of KwaZulu-Natal, in extent 338 square metres, as shown on General Plan PB367/1979, held by Deed of Transfer TG2984/88 KZ.

Physical address: Unit H 222, Mpumalanga Township.

Improvements: Brick dwelling under tile, comprising three bedrooms, bathroom/toilet, lounge and kitchen.

1. The property and the improvements thereon are sold voetstoots and without any warranties.
 2. The purchaser shall pay 10% of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.
 3. The full conditions may be inspected at the office of the Sheriff, Camperdown, or at Dickinson & Theunissen.
- Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

Case No. 10312/97

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

**In the matter between MDUDUZI SIKHOSANA, Execution Creditor, and
NELSON MUNTUKAYISE MHLONGO, Execution Debtor**

In pursuance of a judgment granted on 14 April 1999, in the Magistrate's Court for the District of Inanda, held at Verulam, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 10 March 2000 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description: Site 868, Ntuzuma C, Inanda, Province of KwaZulu-Natal, in extent three hundred and forty-eight (348) square metres, held under Deed of Grant TG002790/1992 (KZ).

Street address: C868 Ntuzuma Township, Inanda, KwaZulu-Natal.

Improvements: A brick and tile dwelling-house consisting of lounge, dining-room, kitchen, three bedrooms and bathroom and toilet. Nothing is guaranteed in respect of such improvements on the property.

Zoning: Residential.

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

2. The purchaser shall be liable for interest at the rate of 15,5% per annum, to the Execution Creditor on the amount of the award to the Execution Creditor and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

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

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

5. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area 1, which are situated at First Floor, 12 Groom Street, Verulam (next to the Verulam Library).

Dated at Durban this 21st day of January 2000.

Mathe & Zondi Incorporated, First Floor, Protea House, 332 West Street, Durban, 4001. (Ref. Mr Z. E. Buthelezi/zm/C0012875.)

Case No. 35687/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Execution Creditor, and
SOLOMON SCOTT, Execution Debtor**

In pursuance of a judgment granted on 29 October 1999, in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 9 March 2000 at 10:00, at Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban:

Description: Erf 1820, Lovu, Registration Division ET, South Central Local Council, Province of KwaZulu-Natal, in extent of three hundred and thirty-eight (338) square metres, held under Deed of Grant T001171/99.

Street address: Erf 1820, Lovu, Durban, KwaZulu-Natal.

Improvements: A block under tile dwelling-house consisting of lounge, kitchen, three bedrooms, two bathrooms and garage. Nothing is guaranteed in respect of such improvements on the property.

Zoning: Residential.

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

2. The purchaser shall be liable for interest at the rate of 15,5% per annum, to the Execution Creditor on the amount of the award to the Execution Creditor and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

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

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

5. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban South, which are situated at 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 20th day of January 2000.

Mathe & Zondo Incorporated, First Floor, Protea House, 332 West Street, Durban, 4001. (Ref. Mr Z. E. Buthelezi/zm/C0013893.)

Case No. 24200/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
SIDUMO ELPHAS KHANYILE, Defendant**

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 15 November 1999, the writ of execution dated 7 December 1999, the immovable property listed hereunder will be sold in execution on Friday, 3 March 2000 at 11:00, at the 277 Berg Street, Pietermaritzburg, to the highest bidder:

Unit 1425, Edendale S, Registration Division FT, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 524 square metres.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and Rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 17% per annum, to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 18th day of January 2000.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. AL/wct/K5L/60.)

Case No. 13094/94

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

**In the matter between KWAZULU FINANCE AND INVESTMENT CORPORATION LTD, Plaintiff, and
SIPHIWE ARTHUR NTOMBELA, Defendant**

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 14 July 1994, the writ of execution dated 14 July 1994, the immovable property listed hereunder will be sold in execution on Friday, 3 March 2000 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 3258, Imbali 11, Edendale, Pietermaritzburg, in extent 297 square metres, and described on Deed of Grant 12747.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and Rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 17% per annum, to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 13th day of January 2000.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. AL/wct/K2L/94.)

Case No. 3859/99

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

**In the matter between EMPANGENI/NGWELEZANE TRANSITIONAL LOCAL COUNCIL, Judgment Creditor, and
R. V. D. and V. T. LUVUNO, Judgment Debtor**

In pursuance of a judgment granted on 29 June 1999 in the above Court, and a writ of execution issued thereunder, the immovable property listed hereunder shall be sold in execution to the highest bidder on 2 March 2000 at 11:00, in front of the Magistrate's Court Building, Empangeni:

Deeds office description: Erf 3039, Empangeni Extension 23, Registration Division GU, in the Empangeni/Ngwelezane Transitional Local Council, Province of KwaZulu-Natal, in extent 1 055 (one thousand and fifty-five square metres).

Physical address: 10 Edwin Aldrin Drive, Empangeni.

Improvements (not warranted to be correct): Brick under tile dwelling consisting of three bedrooms, two bathrooms with toilets, lounge, dining-room, kitchen and two garages.

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

Dated at Empangeni during January 2000.

Christine Wade & Company, Attorneys for the Execution Creditor, 21 Union Street Building, Union Street, Empangeni.
(Ref. Colls/rm/05/B0186/99.)

Case No. 2802/99

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

**In the matter between NEWCASTLE LOCAL COUNCIL, Plaintiff, and P. M. MBATA, First Defendant, and
S. M. MBATA, Second Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 9 December 1999, the undermentioned property will be sold in execution on 8 March 2000 at 10:00, at the front room of the Magistrate's Court, Newcastle, namely:

Erf 10859, Newcastle.

The property is a vacant stand.

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

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

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

Dated at Newcastle on this 17th day of January 2000.

P. G. Steyn, for De Jager Steyn Maritz Inc., Attorneys for Plaintiff, Fourth Floor, United Building, 52 Scott Street, Newcastle.

Case No. 1136/98

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

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Plaintiff, and
HUGH TAMSANQA MADONSELA, Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 12 November 1999, the undermentioned property will be sold in execution on 8 March 2000 at 10:00, at the front room of the Magistrate's Court, Newcastle, to the highest bidder for cash, namely:

A certain: Unit B1683, Madadeni.

The property is improved, but nothing is guaranteed.

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

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

Dated at Newcastle on this 17th day of January 2000.

P. G. Steyn, for De Jager Steyn Maritz Inc., Attorneys for Plaintiff, Fourth Floor, United Building, 52 Scott Street, Newcastle.

Case No. 3929/99

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

In the matter between TESSA KATHRYN DE GERSIGNY, First Plaintiff, RINO BOEM, Second Plaintiff, MICHAEL GEORGE NORTH, NO, Third Plaintiff, MARTIN HERBERT NORTH, NO, Fourth Plaintiff, ALICE ETHNE TOPHAM, Fifth Plaintiff, SUSAN WALLACE HOOLE, Sixth Plaintiff, ANTHONY JOHN BAKER, NO, Seventh Plaintiff, MURIEL WENDY POWER, Eighth Plaintiff, RICHARD IAN LISTER, NO, Ninth Plaintiff, JAN CHRISTIAAN POTGIETER, NO, Tenth Plaintiff, MARY CALDER, Eleventh Plaintiff, ROLAND CECIL HARDMAN, Twelfth Plaintiff, SHEILA HELEN HARRIS, Thirteenth Plaintiff, HUGH MACDONALD FYVIE, Fourteenth Plaintiff, GRACE ALEXANDRA PORTEOUS, Fifteenth Plaintiff, CEDRIC CONRAD AKERMAN, Sixteenth Plaintiff, BERNARD STOTT AKERMAN, Seventeenth Plaintiff, GEORGE DERRICK FREEMAN, Eighteenth Plaintiff, CECILIA ALEXANDRA LANZER, Nineteenth Plaintiff, RICHARD IAN LISTER, NO, Twentieth Plaintiff, ROBERT JOHN TOPHAM, NO, Twenty-First Plaintiff, PHILIP BARRY GOBLE, NO, Twenty-Second Plaintiff, NOEL WYNDHAM HOOLE, Twenty-Third Plaintiff, RICHARD IAN LISTER, NO, Twenty-Fourth Plaintiff, ROBERT JOHN TOPHAM, NO, Twenty-Fifth Plaintiff, PHILIP BARRY GOBLE, NO, Twenty-Sixth Plaintiff, MARY CALDER, NO, Twenty-Seventh Plaintiff, RICHARD IAN LISTER, NO, Twenty-Eighth Plaintiff, DAVID BRUNELL UPTON, NO, Twenty-Ninth Plaintiff, and RITZBURG HOTELS CC, Defendant

In execution of a judgment granted by the High Court of South Africa (Natal Provincial Division) on 7 December 1999, in the above-named suit, the following immovable properties will be sold by public auction by the Sheriff of the High Court of South Africa for the District of Pietermaritzburg, at 6 Courtyard Terrace, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu-Natal, on 3 March 2000 at 10:00, on conditions that will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 6 Courtyard Terrace, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu-Natal, namely:

Remainder of Sub 1 of Lot 2506, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent seven hundred and twenty-eight (728) square metres,

Sub 8 (of 1) of Lot 2506, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and seventy-two (372) square metres,

Sub 4 (of 3) of Lot 2506, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent five hundred and five (505) square metres,

and which properties are held by the above-named Defendant under and by virtue of Deed of Transfer T10151/1963.

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

The properties are situated at the corner of West Street and Church Street, Pietermaritzburg, KwaZulu-Natal, and, according to the valuation roll of the Transitional Local Council the postal address is 157 West Street, Pietermaritzburg.

Improvements:

Without constituting a warranty of any nature, the properties have been improved by the erection thereon of a hotel known as the New Watson Hotel. It is brick built with an iron roof and wooden floors to the first floor. The facilities provided consists of two bottle stores, three bars, dining-room, kitchen, entrance hall and reception area, toilet facilities, 32 bedrooms (four single without bathrooms, one single with bathroom, nine double without bathroom, 18 double with bathroom), laundry, offices and other rooms, servant's accommodation, three garages and various store-rooms. The bedrooms on the first floor and the other facilities being mostly on the ground floor. There is a small second floor consisting of a separate suite for residential accommodation.

In addition to the hotel facilities, there is, downstairs, fronting on West Street, the following shops, namely:

1. Hlope's Tavern.
2. New Watson Hotel.

In addition, downstairs, and fronting on Church Street there are the following shops:

1. Tab Bar.
2. The Tab.
3. Just in Case.

Zoning:

The properties are zoned General Business in terms of the town-planning scheme and have been developed in accordance with the scheme.

Terms:

The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxed, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18 per cent, per annum, on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 20th day of January 2000.

Lister & Lister, Plaintiff's Attorneys, 11th Floor, United Building, 194 Longmarket Street, Pietermaritzburg, 3201.

Case No. 6588/99

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and KASOPERSADH MAHARAJ, First Defendant, and PADHMAVATHY MAHARAJ, Second Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held on 3 March 2000 at 10:00, at the front entrance of the Magistrate's Court Building, at King Shaka Street, KwaDukuza/Stanger, to the highest bidder without reserve:

Description: Erf 79, Warrenton, Registration Division FU, situated in the KwaDukuza, Stanger, Transitional Local Council Area, Province of KwaZulu-Natal, in extent nine hundred and ninety-six (996) square metres.

Held under Deed of Transfer T12561/1979.

Physical address: Lot 79, Warrenton, 4 Willow Road, Stanger.

The following information is furnished but not guaranteed:

Improvements: Brick under tile dwelling consisting of:

Downstairs: Three bedrooms, lounge, toilet, bathroom, kitchen and single garage.

Upstairs: Lounge, kitchen, toilet, bathroom, two bedrooms (main en-suite incomplete) and a balcony with no railings (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff, 116 King Shaka Street, Stanger.

Dated at Durban this 17th day of January 2000.

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

Case No. 3265/98

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

In the matter between ABSA BANK LIMITED (86/04794/06), Plaintiff, and Mr JASPER RAMIAH, First Defendant, Mrs ELIZABETH RAMIAH, Second Defendant, and Mr NEIL JASPER RAMIAH, Third Defendant

In execution of a judgment granted by the High Court of South Africa (Durban and Coast Local Division) on 7 May 1998, in the above-named suite, the following immovable property will be sold by public auction by the Sheriff of the High Court of Verulam, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on 3 March 2000 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at First Floor, 12 Groom Street, Verulam, namely:

Lot 1190, Brookdale, situated in the City of Durban, Administrative District of Natal, in extent 240 (two hundred and forty) square metres.

Now known as: Erf 1190, Brookdale, Registration Division FT, North Central Local Council Area, Province of KwaZulu-Natal, in extent 240 (two hundred and forty) square metres.

Which property is physically situated at 7 Coralbrook Road, Brookdale, Phoenix, and which property is held by Mr Jasper Ramiah and Mrs Elizabeth Ramiah, under and by virtue of Deed of Transfer T31086/94.

Improvements:

Without constituting a warranty of any nature, the property has been improved by the erection thereon of block under tile consisting of entrance hall, lounge, dining-room, three bedrooms, kitchen, bathroom/toilet/wash and basin and shower/toilet/wash hand basin.

Zoning:

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

Terms:

The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per centum) per annum, compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

(d) The full conditions of sale may be inspected at the offices of the Sheriff for the High Court, First Floor, 12 Groom Street, Verulam.

Dated at Durban this 7th day of January 2000.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1559/Ms Meyer.)

Case No. 1583/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE CORPORATE, a division of BOE BANK LIMITED, Plaintiff, and PARCAL INVESTMENTS CC, First Defendant, MARIE JOSEPH CLAUDE DE CHASTEIGHER DUMMEE-DUVAL, Second Defendant, RAMSAMY MUNSAMY GOVENDER, Third Defendant, and PRESS AND ASSEMBLY CC, Fourth Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Wednesday, 1 March 2000 at 10:00, to the highest bidder without reserve:

Section 45, as shown and more fully described on Sectional Plan SS541/95 in the scheme known as "Wareing Park" in respect of the land and the building or buildings situated at Pinetown, Borough of Pinetown, of which floor area, according to the said sectional plan is 197 (one hundred and ninety-seven) square metres, in extent; and an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST17972/95.

Physical address: Unit 43, Wareing Park, 2 Wareing Road, Pinetown, KwaZulu-Natal.

Zoning: Light Industrial.

The property consists of the following:

A mini-factory in the Wareing Park complex. It is constructed of concrete block, rendered externally and internally with Winblok glazing panels, part with aluminium opening sections. Floors are of concrete and the roof is of I.B.R. profile metal sheeting on steel, pitched, with sisalation. There is a roller shutter door access.

Accommodation includes factory floor, ablutions and offices on the mezzanine level.

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

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

2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 14th day of January 2000.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr M. Martin/gvdh/B.2466.)

Case No. 6734/98

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

ABSA BANK LIMITED versus RAJENTHARAN IYAPIAN

The following property will be sold voetstoots in execution at the front entrance to the Magistrate's Court, Moss Street, Verulam, on 6 March 2000 at 09:00:

Erf 2256, La Lucia (Extension 17), Registration Division FU, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 627 square metres.

Physical address: 1 Blossom Close, La Lucia.

Improvements: Single-storey brick under tile slab dwelling consisting of three bedrooms (carpeted), lounge (carpeted), dining-room (tiled), kitchen (tiled, b.i.c.), hob, eye level oven and scullery), toilet (tiled), toilet and bathroom combined (tiled) and burglar guards.

Material terms: 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriff's Offices, 1 Trevennen Road, Lotusville, Verulam, or Meumann White.

Dated at Berea on this 17th day of January 2000.

Meumann White, Plaintiff's Attorneys, Second Floor, Wakefields House, 150 Essenwood Road, Berea, Durban. (Ref. Ms Davey/vdg/lg/062688.)

Case No. 6726/99

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

In the matter between FERROBOND (PROPRIETARY) LTD, Execution Creditor, and Mr MANDLA SAMUEL MDLULI, First Execution Debtor, and Ms MAUREEN THEMBISILE MDLULI, Second Execution Debtor

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 18 November 1999, the undermentioned property will be sold in execution on 8 March 2000 at 10:00, in front of the Magistrate's Court, Murchison Street, Newcastle, namely:

Unit B2541, Township of Madadeni, situated in the District of Madadeni, measuring 465 square metres.

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

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

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

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 15,5% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen days after the date of sale.

Dated at Newcastle on this 14th day of January 2000.

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

Case No. 4207/99

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

In the matter between FERROBOND (PROPRIETARY) LTD, Execution Creditor, and Mr SHAIKY CUSHA KANTWELA, First Execution Debtor, and Ms THEMBILE ELIZABETH KANTWELA, Second Execution Debtor

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 4 August 1999, the undermentioned property will be sold in execution on 8 March 2000 at 10:00, in front of the Magistrate's Court, Murchison Street, Newcastle, namely:

Unit 8552, Township of Madadeni Unit 5, situated in the District of Newcastle, measuring 464,5 square metres.

The property is improved with a flat roof dwelling consisting of lounge, dining-room, kitchen, two bedrooms, bathroom and garage but nothing is guaranteed.

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

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

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 19% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen days after the date of sale.

Dated at Newcastle on this 13th day of January 2000.

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

Case No. 4089/98

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

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LTD, Execution Creditor, and
Mr JEREMIAH MBATHA, Execution Debtor**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 21 August 1998, the undermentioned property will be sold in execution on 8 March 2000 at 10:00, in front of the Magistrate's Court, Murchison Street, Newcastle, namely:

The farm "Redmain" 14492, Ingogo, in extent 23,6041 ha.

The property is improved but nothing is guaranteed.

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

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

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 16,5% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen days after the date of sale.

Dated at Newcastle on this 17th day of January 2000.

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

Case No. 3978/99

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

**In the matter between FERROBOND (PROPRIETARY) LTD, Execution Creditor, and Mr DUMISANI PHILEMON
BUTHELEZI, First Execution Debtor, and Ms NTOMBIZODWA EMELINA BUTHELEZI, Second Execution Debtor**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 30 November 1999, the undermentioned property will be sold in execution on 8 March 2000 at 10:00, in front of the Magistrate's Court, Murchison Street, Newcastle, namely:

Unit 6185, Township of Madadeni Unit 4, situated in the District of Newcastle, measuring 465 square metres.

The property is improved with a corrugated iron roof dwelling consisting of lounge, dining-room, kitchen, three bedrooms, 1.5 bathrooms and garage, but nothing is guaranteed.

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

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

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 19% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen days after the date of sale.

Dated at Newcastle on this 17th day of January 2000.

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

Case No. 3733/99

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

**In the matter between FERROBOND (PROPRIETARY) LTD, Execution Creditor, and
Mr MUZIKAYISE SIMON MNGWANGO, Execution Debtor**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 1 December 1999, the undermentioned property will be sold in execution on 8 March 2000 at 10:00, in front of the Magistrate's Court, Murchison Street, Newcastle, namely:

Ownership Unit 2925, situated in the Township of Madadeni C, District of Newcastle, measuring 465 square metres.

The property is improved with a tile dwelling consisting of lounge, dining-room, kitchen, two bedrooms 0 bathrooms and no garage but nothing is guaranteed.

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

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

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 19% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen days after the date of sale.

Dated at Newcastle on this 18th day of January 2000.

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

Case No. 3939/98

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

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Plaintiff, and
DALENJEBO AMOS BHENGU, Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 6 December 1999 the undermentioned property will be sold in execution on 8 March 2000 at 10:00, at the front room of the Magistrate's Court, Newcastle, to the highest bidder for cash, namely:

A certain Unit 1718 Madadeni.

The property is improved, but nothing is guaranteed.

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

1. The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

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

Dated at Newcastle on this 17th day of January 2000.

P. G. Steyn, for De Jager Steyn Maritz Inc., Attorneys for Plaintiff, Fourth Floor, United Building, 52 Scott Street, Newcastle.

Case No. 4567/98

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

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Plaintiff, and
MAKAWU CHRISTO NHLAPHO, Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 9 December 1999 the undermentioned property will be sold in execution on 8 March 2000 at 10:00, at the front room of the Magistrate's Court, Newcastle, to the highest bidder for cash, namely:

A certain Unit A2375, Osizweni.

The property is improved, but nothing is guaranteed.

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

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

Dated at Newcastle on this 17th day of January 2000.

P. G. Steyn, for De Jager Steyn Maritz Inc., Attorneys for Plaintiff, Fourth Floor, United Building, 52 Scott Street, Newcastle.

Case No. 7162/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
MDINGI ALFRED MAKHATINI, Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 9 December 1999, the undermentioned property will be sold in execution on 8 March 2000 at 10:00, at the front room of the Magistrate's Court, Newcastle, to the highest bidder for cash, namely:

A certain Unit D5181, Madadeni.

The property is improved, but nothing is guaranteed.

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

The conditions are mainly the following:

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

Dated at Newcastle on this 17th day of January 2000.

P. G. Steyn, for De Jager Steyn Maritz Inc., Attorneys for Plaintiff, Fourth Floor, United Building, 52 Scott Street, Newcastle.

Case No. 1146/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and CHARLES JOSEF NORVAL, Defendant

In execution of a judgment of the High Court of South Africa (Natal Provincial Division), the following immovable property owned by the above-named Defendant will be sold in execution on 3 March 2000 at 10:00, in front of the Magistrate's Court, Justice Lane, Glencoe, KwaZulu-Natal, to the highest bidder for cash, without reserve:

Lot 1201, Glencoe, situated in the Glencoe Transitional Local Council Authority Area, and in the Tugela Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1,347 (one thousand three hundred and forty-seven) square metres, held under Deed of Transfer T6292/97.

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

1. The property is situated at 130 Biggar Street, Glencoe, KwaZulu-Natal.
2. The property has been improved by the construction thereon of a brick under iron main dwelling consisting of a lounge, dining-room, three bedrooms, kitchen, bathroom/water-closet and a water-closet/shower.

The outbuilding consists of a lock-up garage, two utility rooms and a water-closet.

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

Dated at Pietermaritzburg on this 17th day of January 2000.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. R. N. Scott/llw/D2/A0318/99.)

Case No. 7166/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
SIMANGELE WENDELIN MSIMANGO, Identity Number 3710030237086, Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 1 December 1999, the undermentioned property will be sold in execution on 8 March 2000 at 10:00, at the front room of the Magistrate's Court, Newcastle, to the highest bidder for cash, namely:

A certain Unit D6520, Madadeni.

The property is improved, but nothing is guaranteed.

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

The conditions are mainly the following:

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

Dated at Newcastle on this 17th day of January 2000.

P. G. Steyn, for De Jager Steyn Maritz Inc., Attorneys for Plaintiff, Fourth Floor, United Building, 52 Scott Street, Newcastle.

Case No. 9905/97

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

**In the matter between NBS BOLAND BANK LIMITED (Reg. No. 51/00847/06), Plaintiff, and DEVENDRAN RAMSAMY,
First Defendant, and GONASUNDREE RAMSAMY, Second Defendant**

1. In pursuance of a judgment obtained in the above Court on 6 February 1998 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 6 March 2000 at 09:00, at front entrance of the Magistrate's Court, Moss Street, Verulam:

2. *Description:* A unit consisting of—

(a) Section No. 2, as shown and more fully described on Sectional Plan No. SS192/91, in the scheme known as Corner Mews in respect of the land and building situated at Verulam of which the floor area, according to the said sectional plan is 128 (one hundred and twenty eight) metres in extent;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No. ST04/94.

3. *Improvements:* Semi detached brick under tile dwelling consisting of main bedroom (carpeted, b.i.c., ensuite), two other bedrooms (carpeted, b.i.c.), open plan lounge (tiled), diningroom (tiled) and kitchen (tiled, b.i.c., hob, eye level oven and breakfast nook), toilet and bathroom together and burglar guards.

Postal address: 2 Corner Mews, 1 Darjeeling Street, Everest Heights, Verulam.

Nothing is guaranteed in the above respects.

3.1 The above sale shall be subject to the terms and conditions of the rules of the above Honourable Court.

3.2 The area in which the property is situated is zoned Residential.

4. *Terms:*

4.1 (10%) of purchase price to be paid in cash immediately after the sale.

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

4.3 The purchaser shall be liable for the payment of interest to the Execution Creditor at the rate of 18,00% p.a. from date of sale to date of registration of transfer, and to the bondholder at the prescribed rate of interest as set out in the conditions of sale.

4.4 Transfer shall be effected by the Attorneys for the Execution Creditor and the Purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.

4.5 The full conditions of sale may be inspected at the offices of the Sheriff for the High Court, Inanda (2), Tongaat, 1 Trevennen Road, Lotusville, Verulam.

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

Jackson and Ameen, Attorney for Execution Creditor, Suite 15, 2nd Floor, Mangrove Beach Centre, 91 Somtseu Road, North Beach, Durban. (Ref. Colls/NA/AS/05N011831.)

Case No. 13232/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
ELIAS ZWANE, Defendant**

In pursuance of a judgment granted on 12 November 1999, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 3 March 2000 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Erf 1870, Inanda A, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent two hundred and seventy seven (277) square metres.

Postal address: A1870 Inanda.

Improvements: Block under asbestos roof dwelling consisting of three bedrooms, kitchen, lounge, dining room, toilet and bathroom, verandah and garage, precast fencing and water and lights facilities, held by the Defendant in his name under Deed of Grant No. GF1879/84.

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

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

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

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

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

Dated at Umhlanga Rocks on this 12th day of January 2000.

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

Case No. 12376/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
ELIAS FELEYAKHE SIGWAZA, 1st Defendant, and NONDUDUZO WENDY SIGWAZA, 2nd Defendant**

In pursuance of a judgment granted on 25 October 1999, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 3 March 2000 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Erf 428, Inanda C, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent four hundred and sixty (460) square metres.

Postal address: C428 Inanda.

Improvements: Block under tile dwelling consisting of three bedrooms, lounge, kitchen, toilet/bathroom, toilet (outside), water and lights, held by the Defendants in their name under Deed of Grant No. GF14262/91.

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

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

Dated at Umhlanga Rocks on this 13th day of January 2000.

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

Case No. 1635/99

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

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION, Plaintiff, and
SIBUSISO CYRIL DLUNGWANA, Defendant**

In pursuance of a judgment granted on 8 March 1999, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 3 March 2000 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Erf 1213, Ohlanga, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent five hundred and sixty three (563) square metres.

Postal address: 1213 Ohlanga.

Improvements: Block under asbestos dwelling consisting of 2 bedrooms, kitchen, lounge and toilet (outside), held by the Defendant in his name under Deed of Grant No. GF14727/91.

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

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

Dated at Umhlanga Rocks on this 11th day of January 2000.

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

Case No. 2205/98

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and ROBERT VUSUMUZI NDLOVU, First Execution Debtor, and ZAMANTUNGWA CAROLINE NDLOVU, Second Execution Debtor

In terms of a judgment of the above Honourable Court dated 5 March 1999, and a warrant of execution issued thereafter, a sale in execution of the undermentioned property will be held on Friday, 25 February 2000 at 09:30, at the Sheriff's Office, No. 6, Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder without reserve:

Erf 66, Edendale J, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 825 (eight hundred and twenty five) square metres, held by the First and Second Execution Debtor under Deed of Transfer No. TGF7028/87.

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

1. *The property's physical address is:* Unit 66, Edendale J, Pietermaritzburg.
2. *The improvements consists of:* A brick and tile dwelling comprising of 3 bedrooms, 1 kitchen, 1 bathroom and 1 lounge.
3. *The town planning zoning at the property is:* Residential.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Pietermaritzburg, No. 6, Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on this 12th day of January 2000.

Hathorn Cameron & Co., Plaintiff's Attorneys, 225 Church Street, Pietermaritzburg. (Ref. P. Hay/Tracey/05M001899.)

Case No. 941/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between SYFRETS BANK LIMITED, Plaintiff, and SONESTA CONSTRUCTION (PTY) LIMITED,
First Defendant, and EBRAHIM JOOSAB, Second Defendant**

In pursuance of a judgment in the High Court of South Africa, Durban and Coast Local Division, dated 15 September 1998, the immovable property listed hereunder will be sold in execution at 09:00, on Monday, 6 March 2000, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: Lot 340, Verulam, situated in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 5 271 (five thousand two hundred and seventy one) square metres.

Physical address: 11/13 Garland Street, Verulam.

Improvements: The property comprises eight brick under asbestos buildings and two outbuildings. The first building comprises two rooms, one used as a wrought iron room and the other is vacant. There is a vacant warehouse with no roof. The second building comprises a vacant warehouse. The third building comprises three warehouses and two offices. The fourth building comprises one warehouse and two toilets. The fifth building comprises one warehouse, kitchen and one toilet. The sixth building comprises one warehouse. The seventh building is an ablution block with three entrances with toilets, showers and urinals. The eighth building is a residential building comprising three bedrooms, lounge, a prayer room, kitchen, shower, toilet and bathroom. The first outbuilding comprises one bedroom with toilet and bathroom, lounge and kitchen. The second outbuilding comprises two bedrooms, one kitchen, one toilet and shower. There are two undercover parkings, wire fencing around the property, a cemented driveway and iron gates.

Town planning zoning: Light Industrial.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the High Court Act and the rules made thereunder.
2. 10% of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen days after the date of sale.
4. The purchaser shall be liable for payment of interest at the rate of 20,25% per annum on the purchase price to the Plaintiff from the date of sale to the date of registration of transfer.
5. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, levies, sewerage connection fees (if any) taxes and other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Inanda District Two, Verulam, and at the offices of the Execution Creditor's Attorneys.
7. Prospective purchasers are advised to inspect the property prior to the sale.

Dated at Durban on this 12th day of January 2000.

Cox Yeats, Execution Creditor's Attorneys, 12th/13th Floor, Victoria Maine, 71 Victoria Embankment, Durban; P.O. Box 3032, Durban, 4000. [Tel. (031) 304-2851.] (Ref. M. Jackson/17S517137.)

Case No. 619/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORP. LTD, Plaintiff, and ELSIE NKHWANAZI, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 8 March 2000 at 10:00, at 70 Main Street, Eshowe:

1. (a) *Deeds office description:*

Ownership Unit No. 2250, Sundumbili-B, Registration Division FU, situate in the Mandini Transitional Local Council Area, Province of KwaZulu-Natal, in extent 300 (three hundred) square metres.

(b) *Property description* (not warranted to be correct): Brick under asbestos roof dwelling comprising of lounge, 2 bedrooms, kitchen and bathroom/toilet combined. The property is fully electrified and on main sewerage. The property is zoned residential.

2. The conditions of sale may be inspected at the Sheriff's Office, 70 Main Street, Eshowe.

Truter James De Ridder, Inn, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. HDReah/758/99-05/K150/758.)

Case No. 1060/98

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)**In the matter between ABSA BANK LIMITED (86/04794/06), Plaintiff, and Miss SUREA DEVI PILLAY, Defendant**

In terms of a judgment of the above Honourable Court dated 6 July 1998, a sale in execution will be held at 10:00, on 1 March 2000 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder without reserve:

1. Lot 1136, Reservoir Hills (Ext 4), situate in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 975 (nine hundred and seventy five) square metres.

2. Lot 1137, Reservoir Hills (Ext 4), situate in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 975 (nine hundred and seventy five) square metres.

3. Erf 1136, Reservoir Hills (Ext 4), Registration Division FT, situate in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 975 (nine hundred and seventy five) square metres.

4. Erf 1137, Reservoir Hills (Ext 4), Registration Division FT, situate in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 975 (nine hundred and seventy five) square metres.

Physical address: 132 Elwak Road, Reservoir Hills, 4091.

The following information is furnished but not guaranteed: Brick under concrete dwelling, consisting of entrance hall, lounge, diningroom, study, family room, kitchen, 3 bedrooms, bathroom/toilet, 2 separate toilets, sunroom and 3 balconies. *Outbuildings:* 2 garages, 1 room and swimming pool. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff of the High Court, No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

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

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Telephone (031) 304-7614/5.] (Ref. CMK/A0034/1517/Ms Meyer.)

Case No. 4207/98

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

**In the matter between ABSA BANK LIMITED (86/04794/06), Execution Creditor, and
YESODHAMMA NAIDOO, Execution Debtor**

In terms of a judgment of the above Honourable Court dated 8 March 1999, a sale in execution will be held on Tuesday, 29 February 2000 at 10:00, at the Magistrate's Court, Justice Street, Chatsworth, to the highest bidder without reserve:

Sub. 556 of 1859 of Lot 104, Chatsworth, situate in the City of Durban, Administrative District of Natal, in the Province of KwaZulu-Natal, in extent four hundred and seventy (470) square metres, now known as Portion 556 of 1859, of Erf 104, Chatsworth, Registration Division FT, situated in the South Central Local Council Area, Province of KwaZulu-Natal, in extent 470 (four hundred and seventy) square metres.

Physical address: 15 Blossom Place, Bayview, Chatsworth.

The following information is furnished but not guaranteed: Brick under tile, double storey semi detached dwelling consisting of entrance hall, lounge, diningroom, family room, 4 bedrooms, kitchen, bathroom, shower/toilet, separate toilet and balcony. *Outbuildings:* Double garage. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the Magistrate's Court, 12 Oak Avenue, Kharwastan, or at our offices.

Dated at Durban this 10th day of January 2000.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1778/Ms Meyer.)

Case No. 3265/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED (86/04794/06), Plaintiff, and Mr JASPER RAMIAH, 1st Defendant, and Mrs ELIZABETH RAMIAH, 2nd Defendant, and Mr NEIL JASPER RAMIAH, 3rd Defendant

In terms of a judgment of the above Honourable Court dated 7 May 1998, a sale in execution will be held at 10:00 on 3 March 2000 at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Lot 1190, Brookdale, situated in the City of Durban, Administrative District of Natal, in extent 240 (two hundred and forty) square metres, now known as Erf 1190, Brookdale, Registration Division FT, North Central Local Council Area, Province of KwaZulu-Natal, in extent 240 (two hundred and forty) square metres, by virtue of Deed of Transfer No. T31086/94.

Physical address: 7 Coralbrook Road, Brookdale, Phoenix.

The following information is furnished but not guaranteed: Blok under tile consisting of entrance hall, lounge, diningroom, 3 bedrooms, kitchen, bathroom/toilet/wash and basin and shower/toilet/wash hand basin. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff of the High Court, 2 Mountview Shopping Centre, cnr Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 7th day of January 2000.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1559/Ms Meyer.)

Case No. 9124/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and LALCHUND SOOKOO, Defendant

The following property will be sold on 6 March 2000 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, by the Sheriff for the High Court, Inanda District, Area 2, to the highest bidder:

Portion 13 of Erf 658, Brairdale, Registration Division FT, situated in the Entity of Durban, Province of KwaZulu-Natal, in extent 289 square metres, with the postal and street address 112 Chardale Crescent, Newlands West.

The following information are furnished but nothing is guaranteed in this regard: The property consists of a double storey semi detached brick under tile dwelling comprising of: *Upstairs:* 3 bedrooms. *Downstairs:* Lounge, kitchen, toilet, bathroom, staircase and burglar guards.

The sale shall be subject to the terms and conditions of the High Court and the rules made thereunder and the Purchaser (other than the Bondholder) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of sale may be inspected at the offices of the Sheriff for the High Court, Inanda District, Area 2, 1 Trevennen Road, Lotusville, Verulam.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Ms Singh/ss/N535.4108/99.)

Case No. 1332/98

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and NADAS CHETTY, First Defendant, and MOONIAMMA CHETTY, Second Defendant

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division) dated 11 May 1998, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on 3 March 2000 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder. The conditions of sale will be read out by the Auctioneer at the time of the sale and same can be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain: Erf 465, Rockford, Registration Division FU, in the Durban Entity, Province of KwaZulu-Natal, in extent 538 square metres, held under Deed of Transfer No. T4656/1995, situation 4 Eleventh Way, Rockford.

Improvements (not guaranteed): It is a brick under asbestos building with lights and water comprising of: 3 bedrooms, 1 lounge, 1 kitchen, 2 toilets and bathroom combined, verandah and precast fence.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within fourteen (14) days after the date of the sale.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect on request by the said Attorneys.

6. The full conditions of sale may be inspected at the Office of the Sheriff of the High Court, 12 Groom Street, Verulam.
Dated at Umhlanga Rocks this 11th day of January 2000.

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

Service address: C/o Docex, 15 Aliwal Street, Durban. (Ref. AP/dh/S745.)

Case No. 2351/99

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and SUSAN ANN COSGROVE, Defendant

Take notice that in execution of a judgment by default in the above court, a sale in execution, will be held by the Sheriff of the High Court, Pinetown at Front Entrance to Magistrate's Court, 22 Chancery Lane, Pinetown on Wednesday, 1 March 2000 at 10:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Portion 446, Waterfall (Extension 18), Registration Division FT in the Outer West Local Council Area, Province of KwaZulu-Natal, in extent 2128 (two thousand one hundred and twenty eight) square metres, held by the Defendant under Deed of Transfer No. T.29038/95.

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

1. The property's physical address is 3 Mkongweni Road, Waterfall Ext. 18, KwaZulu-Natal;
2. The improvements consist of: Single storey dwelling constructed of brick under tile consisting of lounge, diningroom, study, kitchen, 3 bedrooms (b.i.c. mes) bathroom with toilet, double garage, toilet, swimming pool, precast fencing front, wire fencing, tarmac driveway;
3. The town planning zoning of the property is Special residential.

The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Pinetown at No. 2 Samkit Centre, 62 Caversham Road, Pinetown Province of KwaZulu-Natal.

Dated at Pietermaritzburg on 11th January 2000.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S080999.)

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MANOGAREN MOONSAMY PILLAY, First Defendant, and MEGANTHIE PILLAY, Second Defendant

The following property will be sold in execution on 3 March 2000 at 10:00, at the front entrance to the Magistrate's Court Building at King Shaka Street, Kwaduguza/Stanger by the Sheriff of the High Court to the highest bidder:

Erf 305, Highridge (Extension No. 1), Registration Division FU, situate in the KwaDukuza-Stanger Transitional Local Council Area, Province of KwaZulu-Natal, in extent 653 square metres, with the postal and street address of 21 Coalwood Place, Windy Heights, Stanger.

The following improvements are furnished but nothing is guaranteed in this regard: Property consists of a brick under tile roof dwelling comprising of 3 bedrooms (wall to wall carpets); lounge (wall to wall carpets); openplan kitchen/diningroom (diningroom area has wall to wall carpets); toilet; bathroom and verandah.

The sale shall be subject to the terms and conditions of the High Court and the rules made thereunder and the Purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full Conditions of Sale may be inspected at the offices of the Sheriff of the High Court, 116 King Shaka Street, Stanger.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Ms Singh/N535.4121/99.)

Case No. 43/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALFRED HELD AT HARDING

In the matter between NEDCOR BANK LIMITED, No. 51/00009/06, Plaintiff, and YAKOUB BAKHAS, First Defendant, MAHOMED IQBAL MAHOMED, Second Defendant, and ABDUL KADIR MAHOMED, Third Defendant

In pursuance of a judgment granted in the Magistrate's Court for the District of Alfred, under Writ of Execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve in front of the Magistrate's Court, Murchison Street, Harding, at 10:00 on Friday, 3 March 2000:

Property description: Erf 195, Harding, Registration Division ES, situate in the Harding Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 4 047 square metres, held under Deed of Transfer No. T3337/1977, and situate at 4 Field Road, Harding.

The property comprises the following: Dwelling under brick & tile, consisting of kitchen; dining-room; lounge; 4 bedrooms; 2 bathrooms; 2 Outbuildings: one consisting of warehouse under brick & metal roofing, the second outbuilding consisting of 2 sheds under brick & metal roofing.

Nothing in this regard is guaranteed.

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

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance together with interest thereon calculated at the rate of 19% per annum, against transfer, to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the sale which guarantee shall be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer, upon request by the Plaintiff's attorneys.

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

Dated at Port Shepstone on this the 11th day of January 2000.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, c/o S. A. Ebrahim & Associates, 9 Musgrave Street, Harding. (Ref. ERB/NP195/01NP01195.)

Case No. 2683/99

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

In the matter between ABSA BANK LTD, Plaintiff, and A. GALLENMULLER, First Defendant

Pursuant to an order of the High Court of South Africa (Natal Provincial Division), Pietermaritzburg, dated 6 December 1999, and writ of execution dated 17 December 1999, the following property will be sold by public auction to the highest bidder on Wednesday, 8 March 2000 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, namely:

Property description: Erf 404, New Germany Extension 4, Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 999 square metres, and held under Deed of Transfer T6791/1988.

Physical address: 52 Bierbaum Street, New Germany, KwaZulu-Natal.

Improvements: Dwelling, under brick and tiled roof, consisting of entrance hall, lounge, dining-room, three bedrooms, kitchen, bathroom (with bath and toilet) and patio.

Conditions of sale: The property will be sold to the highest bidder on the conditions laid down in the conditions of sale which may be perused at the offices of the Sheriff at Pinetown, or at the offices of the Plaintiff's Attorneys, Pinetown.

Dated at Pinetown on this 21st day of January 2000.

Geyser, Liebetrau, Du Toit & Louw, Plaintiff's Attorneys, 7 Greathead Lane, Pinetown. (Ref. ATK/ai/T695.)

Case No. 4614/99

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

In the matter between ABSA BANK LIMITED (No. 86/04794/06), Plaintiff, and Mr PARTHIBEN SUBRAMONEY MOODLEY, Defendant

In terms of a judgment of the above Honourable Court dated 6 October 1999 a sale in execution will be held on Friday, 3 March 2000 at 10:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder, without reserve:

Lot 445, Palmview, situated in the City of Durban, Administrative District of Natal, in extent 263 (two hundred and sixty-three) square metres, now known as:

Erf 445, Palmview, Registration Division FU, situated in the North Central Local Council, Province of KwaZulu-Natal, in extent 263 (two hundred and sixty-three) square metres, by virtue of Deed of Transfer T29296/96.

Physical address: 31 Nettlepalm Drive, Palmview, Phoenix, 4068.

The following information is furnished, but not guaranteed: Block under tile dwelling, consisting of lounge, dining-room, three bedrooms, kitchen, bath/toilet, shower and attached double carport (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff of the High Court, First Floor, 12 Groom Street, Verulam.

Dated at Durban on this 20th day of January 2000.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2038/Mrs Chetty.)

Case No. 7069/99

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

In the matter between ABSA BANK LIMITED (No. 86/04794/06), Plaintiff, and Mr VADIVALU ARUMUGAM, First Defendant, and Mrs GOKILAMMA ARUMUGAM, Second Defendant, and Mr NAVINDERAN VADIVALU, Third Defendant, and Mrs KUMARIE VADIVALU, Fourth Defendant, and Mr DEVANDREN VADIVALU, Fifth Defendant, and Mrs EUREKHA VADIVALU, Sixth Defendant

In terms of a judgment of the above Honourable Court dated 30 August 1999 a sale in execution will be held on Wednesday, 8 March 2000 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder, without reserve:

Sub. 18 of Lot 664, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 175 (one thousand one hundred and seventy-five) square metres, now known as Portion 18 of Erf 664, Queensburgh, Registration Division FT, situated in the Inner West City Council, Province of KwaZulu-Natal, in extent 1 175 (one thousand one hundred and seventy-five) square metres, by virtue of Deed of Transfer T37540/95.

Physical address: 48 Chrisway Road, Malvern, Queensburgh.

The following information is furnished, but not guaranteed: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling, consisting of lounge, dining-room, three bedrooms, kitchen, bath/toilet, toilet/shower, patio, outbuilding, consisting of servant's room, toilet/shower, garage has been converted into a poorly designed room with toilet/shower (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff of the High Court, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 21st day of January 2000.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2144/Mrs Chetty.)

Case No. 9971/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between FIRSTRAND BANK LIMITED (formerly known as First National Bank of SA Limited), Plaintiff,
and ANN MARGARET GIBBS, Defendant**

In pursuance of a judgment of the High Court Durban, dated 22 November 1999 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of High Court, Pinetown, on 8 March 2000, 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, without reserve:

Property description: Section No. 18 as shown and more fully described on Sectional Plan No. SS237/1982 in the building or buildings known as Bevis Court, situate at the borough of Pinetown, of which the floor area, according to the Sectional Plan is sixty three (63) square metres, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title No. ST237/1982 (18) (Unit), subject to the conditions therein contained.

Physical address of property: 32 Bevis Court, Bamboo Lane, Pinetown.

Zoning: Special Residential.

Improvements (but nothing is guaranteed): It is a flat dwelling consisting of kitchen, 1 bedroom, bathroom with toilet, wire fencing, carport and electronic metal gates.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of the sale.
3. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
4. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies, payment of the Value Added Tax and other charges necessary to effect transfer on request by the said attorneys.
5. The full conditions of sale may be inspected at the offices of the Sheriff for the High Court, No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 19th January 2000.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. CSS/LP/15F4554A7.)

Case No. 705/99

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

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Plaintiff, and
KHETHIZWE ALSON DLOMO, Defendant**

In pursuance of judgment granted on 1999-02-26, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 2000-03-03 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Erf 502, Ntuzuma F, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent four hundred and fifty (450 square metres).

Postal address: F502 Ntuzuma.

Improvements: Block under asbestos dwelling consisting of 2 bedrooms, kitchen, lounge, no electricity, water, wire and block fencing.

Held by the Defendant in his name under Deed of Transfer No. TG1942/87 KZ.

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

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

Dated at Umhlanga Rocks this 22 January 2000.

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

Case No. 9835/99

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and GUNE ENOCK LANGA, First Defendant, and
NONHLANHLA ALPHOCINAH LANGA, Second Defendant**

In pursuance of a judgment granted on 15 November 1999 in the Magistrate's Court for the District of Inanda and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on 3 March 2000, by the Sheriff, Area 1, Verulam, at 10:00 at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Site No. 301, Ohlanga, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent three hundred and forty nine (349) square metres, held under Deed of Grant No. GF10332/1989.

Street address: Site No. 301, Ohlange.

Improvements: Block under asbestos dwelling consisting of: 2 bedrooms, kitchen, lounge, toilet (outside), water and electricity.

Zoning: Special Residential (nothing guaranteed).

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

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

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

2. The purchaser shall be liable for payment of interest at the rate of 19,25% per annum to the bondholder, Nedcor Bank Limited, on the amount outstanding by the Execution Debtor to the Execution Creditor as at the date of sale or the purchase price whichever is the lesser, calculated from the date of sale to the date of transfer, both days inclusive.

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

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

5. The full conditions of sale may be inspected at the office of the Sheriff's Office, 1st Floor, 12 Groom Street, Verulam.

Dated at Durban this 20th day of January 2000.

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

Case No. 51839/98

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

In the matter between DHARAMRAJ BISNATH, Plaintiff, and KANAGAMMA NAICKER & OTHERS, Defendant

In terms of a judgment of the above Honourable Court dated 23 September 1999, a sale in execution will be held on 3 March 2000 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder without reserve:

Property description: Erf 6671, Stonebridge, Registration Division FU, in the Durban Entity, Province of KwaZulu-Natal, in extent 563 m², held under Deed of Transfer T6443/1998.

Physical address: 26 Towerbridge Gardens, Stonebridge, Phoenix.

Improvements: Block under asbestos dwelling/double storey flat comprising of *downstairs:* Lounge, kitchen, toilet and bathroom together. *Upstairs:* 2 bedrooms, water supply and sanitation—Local Authority, Municipality—Electricity.

The following information is furnished but not guaranteed:

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots). The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within 21 (twenty-one) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Magistrate's Court, Verulam, 1st Floor, 12 Groom Street, Verulam Area 1, or at the offices of Strauss Daly Inc.

Dated at Durban on this 21st day of January 2000.

Mr A. J. McNabb, for Strauss Daly Inc., 21 Aliwal Street, First Floor. (Ref. Mrs S. Binath/B0803/5/ma.)

Case No. 13083/94

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

In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Plaintiff, and SIZAKELE MATILDA MBIZANE, First Defendant, and PHUMELEL THERESSA MBIZANE, Second Defendant

In pursuance of judgment granted on 17 January 1995, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 3 March 2000 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Erf 1100, kwaMashu B, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 592 (five hundred and ninety-two) square metres.

Postal address: 1100 B, kwaMashu.

Improvements: Face brick under asbestos dwelling consisting of open space used as upholstery shop, water and lights and burglar guards, held by the Defendants in their names under Deed of Grant TG3813/90KZ.

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

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

Dated at Umhlanga Rocks on this 11th day of January 2000.

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

Case No. 6532/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MOGAMBERRY RUNGIAH MOODLEY, First Defendant, and SALOSHINI MOODLEY, Second Defendant

In terms of a judgment of the above Honourable Court dated 29 October 1999, a sale in execution will be held on Monday, 6 March 2000 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

(a) A unit consisting of Section 3 as shown and more fully described on Sectional Plan SS228/1997, in the scheme known as "Andhra Mansions", in respect of land and building or buildings situated at Tongaat and in the Local Authority of the North Local Council, of which floor area according to the said sectional plan is 46 (forty-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 sectional Deed of Transfer ST6377/1997.

Physical address: 3 Andra Mansions, 27 High Street, Tongaat.

The following information is furnished but not guaranteed: Double-storey face brick under tiled sectional unit comprising of 2 bedrooms (vinyl), open plan lounge and kitchen (vinyl), toilet and bathroom combined, tarred driveway and burglar guards (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court at Inanda Area 2, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban on this 24th day of January 2000.

D. H. Botha, for Strauss Daly Inc. Attorneys, 21 Aliwal Street, First Floor. (Ref. Mrs Radford/mg/A0187/375.)

Case No. 4005/97

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

In the matter between ROOFTOWN CC, Plaintiff, and INDUR SINGH t/a SINGH BUILDERS, Defendant

In pursuance of a judgment granted in the Magistrate's Court, Chatsworth, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the Magistrate's Court, Justice Street, Unit 5, Chatsworth, on 29 February 2000 at 10:00:

Description: Erf 349, Shallcross, Registration Division FT, situated in the Innerwest City Council, Province of KwaZulu-Natal, in extent 260 (two hundred and sixty) square metres.

Physical address: 71 Alpine Drive, Shallcross, 4093.

Zoning: Special Residential.

The property consists of the following: Semi detached brick under concrete slab roof dwelling comprising of 3 bedrooms, lounge, kitchen, 2 toilets/bathroom and store room.

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

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

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

4. The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth, 12 Oak Avenue, Kharwastan.

Dated at Shallcross on this 27th day of January 2000.

J. D. Vedan and Company, Plaintiff's Attorneys, Julie's Court, 103 Klaarwater Road, Shallcross, 4093. (Ref. J. D. Vedan/SM/R139.)

Case No. 29993/97

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

In the matter between BOE BANK LIMITED formerly NBS BOLAND BANK LIMITED formerly NBS BANK LIMITED, Plaintiff, and KAMESH MAHARAJ, First Defendant, and SHANTA MAHARAJ, Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 10 February 1999, and a writ of execution issued thereafter, the following immovable property will be sold in execution, on Friday, 25 February 2000 at 11:00, at the Sheriff's Sales Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Sub 175 (of 68) of the Farm Dunveria 14079, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 648 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 11 Ricky's Terrace, Darjeeling Heights Street, Pietermaritzburg, which property consists of a single-storey dwelling consisting of lounge, dining-room, study, kitchen, 3 bedrooms, bathroom, shower and 2 toilets.

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

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg and interested parties may contact the Execution Creditor which may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 31st day of January 2000.

J. Von Klemperer, for Von Klemperer Davis & Harrison Inc., Attorneys for Plaintiff, 234 Berg Street, Pietermaritzburg.

Case No. 230/99

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

In the matter between BOE BANK LIMITED, Execution Creditor, and CEPHAS MATANHIRE, First Execution Debtor, and DAISY MATANHIRE, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 26 April 1999, the property listed hereunder will be sold in execution on 8 March 2000 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Erf 784, Pinetown Extension 14, Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 1 996 (one thousand nine hundred and ninety-six) square metres.

Postal address: 13 Forestgate Road, Farningham Ridge, Pinetown, KwaZulu-Natal.

Town planning zoning: Special Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single-storey brick and plaster and tiled roof dwelling consisting of lounge, dining-room, kitchen, 3 bedrooms, b.c.'s, 1/2 bathrooms, shower, 2 w.c.'s, carpeted and tiled flooring, front verandah, double garage, staff quarters, w.c., laundry, Spanish burglar bars, tarmac driveway, steps, slato and concrete paving, swimming pool and stone retaining walls.

Vacant possession is not guaranteed.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown on this 1st day of February 2000.

King & Associates Pinetown, Attorney for Execution Creditor, 4th Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/dpr/02/N012/817.)

Case No. 8688/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and LOT 2284 UMHLANGA RIDGE CC, First Defendant, and MUNISH GOYAL, Second Defendant

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, High Court, Inanda Area 2, at the front entrance to the Magistrate's Court, Moss Street, Verulam, on 6 March 2000 at 09:00, of the undermentioned property to the highest bidder on conditions to be read out by the Sheriff at the time of the sale:

The property is described as Erf 2284, Umhlanga Rocks, Extension 21, Registration Division FU, situated in the North Local Council Area, Province of KwaZulu-Natal, in extent 1 250 (one thousand two hundred and fifty) square metres, held under Deed of Transfer T21142/1997.

Street address: 5 Hendingan Court, Umhlanga Ridge, Extension 2, Umhlanga Rocks.

Improvements: Vacant Land.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Inanda Area 2, 1 Trevennen Road, Lostusville, Verulam.

Dated at Durban on this 24th day of January 2000.

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

Case No. 8999/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED, Plaintiff, and SURAYA HAFJEJEE, Defendant

In terms of a judgment of the above Honourable Court dated 6 December 1999, a sale in execution will be sold on 6 March 2000 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Description: Lot 451, Earlsfield, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent (524) five hundred and twenty-four square metres, held under Deed of Transfer T5653/96.

Physical address: 162 Chesterfield Road, Earlsfield, Newlands.

The following information is furnished but not guaranteed:

Improvements: Single-storey brick under tile dwelling consisting of three bedrooms, lounge, kitchen, toilet, bathroom, iron electronic gates, tarred driveway, precast fencing and burglar guards.

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban on this 25th day of January 2000.

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

Case No. 166/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and BHEKUYISE MOSES MAPHUMULO, Defendant

In pursuance of judgment granted 11 March 1999, in the Umlazi Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 1 March 2000 at 10:00, at the South entrance to the Magistrate's Court, Umlazi, to the highest bidder:

Description: A certain piece of land, being Unit 674 Umlazi A, Registration Division FT, situated in the Outer West City Council Area, Province of KwaZulu-Natal, in extent 286 m², held by Deed of Grant TG2185/1980KZ (previously 5122/4).

Physical address: 674 Unit A Umlazi.

Improvements: A single-storey block/plaster under asbestos dwelling (54 m²) consisting of lounge, two bedrooms, kitchen, bathroom, municipal electricity, water supply, sanitation and local authority.

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

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

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

The full conditions may be inspected at the offices of the Sheriff, Umlazi at V1030, Room 4, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban on this 31st day of January 2000.

Mr A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban. (Ref. Mrs Jarrett/ma/KFC1/1145.)

Case No. 345/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and
BHEKUYISE VUSUMUZI ATWELL MHLONGO, Defendant**

The following property will be sold on 10 March 2000 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, by the Sheriff for the High Court, Inanda District, Area 1, to the highest bidder:

Erf 37, KwaMashu H, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 260 square metres, with the postal and street address H37 KwaMashu.

The following improvements are furnished but nothing is guaranteed in this regard: Brick under tile roof dwelling consisting of four bedrooms with one en-suite, lounge with dining-room, kitchen, toilet with bathroom and single garage.

The sale shall be subject to the terms and conditions of the High Court and the Rules made thereunder and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of sale may be inspected at the offices of the Sheriff for the High Court, Inanda District, Area 1, First Floor, 12 Groom Street, Verulam.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Ms Singh/ss/N417.4954/97.)

Case No. 8094/99

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

In the matter between ABSA BANK LIMITED (86/04794/06), Plaintiff, and PAUL JACOBUS WESSELS, Defendant

In terms of a judgment of the above Honourable Court dated 9 November 1999 a sale in execution will be held at 2 March 2000 at 10:00, at Eighth Floor, Maritime House, Salmon Grove 1, Durban, to the highest bidder without reserve:

Rem. of Sub. 12 of Lot 796, Seaview, situated in the Durban Entity, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 561 (one thousand five hundred and sixty-one) square metres, by virtue of Deed of Transfer T12375/97.

Physical address: 53 Benson Road, Montclair, 4004.

The following information is furnished but not guaranteed: Brick under cement tiled dwelling consisting of entrance hall, lounge, dining-room, three bedrooms, kitchen, bathroom/shower, separate toilet. *Outbuildings:* Garage, two utility rooms and shower/toilet (The nature, extent, conditions and existence of the improvements are not guaranteed, and are sold voetstoots).

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff of the High Court, 101 Lejaton, 40st Georges's Street, Durban.

Dated at Durban on this 26th day of January 2000.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001, P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2190/M. S. Meyer.)

Case No. 6299/99

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

In the matter between ABSA BANK LIMITED (86/04794/06), Plaintiff, and SECTION 112 WATERFALL PARK CC (No. CK97/30673/23), First Defendant, and BRANDON WADE SMIT, Second Defendant, and LORINDA DANISE SMIT, Third Defendant

In terms of a judgment of the above Honourable Court dated 14 October 1999 a sale in execution will be held on 2 March 2000 at 12:00, at on the steps of the High Court, Masonic Grove, Durban, to the highest bidder without reserve:

(a) Section 112, as shown and more fully described on Sectional Plan SS 196/96, in the scheme known as Waterfall Park in respect of the land and building or buildings situated at Westriding, City of Durban, of which section the floor area, according to the said sectional 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 by virtue of Deed of Transfer ST11001/97.

Physical address: Section 112, Waterfall Park, 145 Wattle Gove, Sherwood.

The following information is furnished but not guaranteed: Brick under tile, sectional title unit consisting of lounge/dining-room, two bedrooms, kitchen, bathroom/toilet, toilet/shower, balcony and carport (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

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

Dated at Durban on this 26th day of January 2000.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001, P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2110/M. S. Meyer.)

Case No. 11025/98

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

In the matter between ABSA BANK LIMITED (86/04794/06), Execution Creditor, and NELSON NAIDOO, First Execution Debtor, and Mrs DHANALUTCHMEE NAIDOO, Second Execution Debtor

In terms of a judgment of the above Honourable Court dated 4 August 1999, a sale in execution will be held on Friday, 3 March 2000 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder without reserve:

Lot 945, Westham, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 301 (three hundred and one) square metres, now know as Erf 945, Westham, Registration Division FT, situated in the North Central Local Council Area, Province of KwaZulu-Natal, in extent 301 (three hundred and one) square metres.

Physical address: 46 Buckham Circle, Westham, Phoenix.

The following information is furnished but not guaranteed: Brick under tile dwelling consisting of lounge, three bedrooms, kitchen, bathroom and toilet. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the Magistrate's Court, First Floor, 12 Groom Street, Verulam or at our offices.

Dated at Durban on this 26th day of January 2000.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001, P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1780/M. S. Meyer.)

Case No. 5750/98

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

In the matter between ABSA BANK LIMITED (86/04794/06), Plaintiff, and Mr RODNEY IAN TRYON, First Defendant, and Mrs BLANCE ELIZABETH TRYON, Second Defendant

In terms of a judgment of the above Honourable Court dated 5 August 1998 a sale in execution will be held on 2 March 2000 at 12:00, on the steps of the High Court Masonic Grove, Durban, to the highest bidder without reserve:

(a) Section No. 41, as shown and more fully described on Sectional Plan SS263/1996, in the scheme known as Silverstone, in respect of the land and building or buildings situated at Durban, City of Durban, of which section the floor area, according to the said sectional plan, is 62 (sixty-two) square metres; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said section in accordance with the participation quota as endorsed on the said sectional plan by virtue of Deed of Transfer ST9372/97.

Physical address: 41 Silverstone, 8 Matlock Grove, Sydenham, Durban, 4091.

The following information is furnished but not guaranteed: Sectional title unit consisting of entrance hall, lounge, three bedrooms, fitted kitchen, bathroom/toilet and carport (The nature, extent, conditions and existence of the improvements are not guaranteed, and are sold voetstoots).

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

Dated at Durban on this 27th day of January 2000.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001, P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1617/Ms Meyer.)

Saak No. 1487/99

IN DIE LANDDROSHOF VIR DIE DISTRIK ESHOWE GEHOU TE ESHOWE

In die saak tussen ABSA BANK BEPERK, voorheen handeldrywende as VOLKSKAS BANK, Eiser/Eksekusieskuldeiser, en VINCIANT FREDERIC MULLER (ID 6704095074085), Eerste Verweerder/Eksekusieskuldenaar, en ADELLE IRMA MULLER (ID 6902120058087), Tweede Verweerder/Eksekusieskuldenaar

Ingevolge 'n vonnis van die bogenoemde Agbare Hof en 'n daaropvolgende lasbrief vir eksekusie uitgereik deur die bogemelde Hof, sal die ondervermelde eiendom op 8 Maart 2000 om 10:00, te Baljukantore, Mainstraat 70, Eshowe, aan die hoogste bieder geregtelik verkoop word, naamlik:

Geleë Erf 541, Eshowe, geleë in die Plaaslike Oorgangsraad Gebied, Administratiewe Distrik Natal, provinsie KwaZulu-Natal, groot 3 678 (drieduisend seshonderd agt-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T9314/96, geleë te Parkinsstraat 628, Eshowe.

Waarop onder andere die volgende verbeterings opgerig is, tewete: Baksteen onder sinkplaat woonhuis wat bestaan uit ses slaapkamers, twee gekombineerde badkamers/toilet, eetkamer, sitkamer en kombuis. *Buitegeboue:* Twee buitekamers, toilet en stort.

Geen waarborg word egter gegee ten opsigte van die voorgaande beskrywing of verbeterings nie.

Voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, en Reëls daarkragtens uitgevaardig.

2. 'n Deposito van R5 000 (vyfduisend rand) of 10% (tien persent) van die koopprijs, welke bedrag ookal die meeste is, is onmiddellik na afhandeling van die verkoping aan die Balju betaalbaar in kontant of per bankgewaarborgde tjek. Die balanse van die koopprijs plus enige rente betaalbaar, moet in kontant teen transport van die eiendom in die naam van die koper betaal word.

3. Die bedrag waarop die bod op die koper toegeslaan word, sluit nie belasting in terme van Wet 89 van 1991 (BTW) in nie. Sodanige belasting, indien toepaslik, sal teen die voorgeskrewe koers bereken word op die bedrag van die koper se aanbod, en die somtotaal van dié bedrae sal die koopprijs daarstel wat deur die koper betaalbaar is.

4. Die koper sal verantwoordelik wees vir alle oordragkoste, kommissie betaalbaar aan die Balju, en uitstaande munisipale belastinge en heffings van toepassing op die eiendom.

5. Die verkoping is verder onderhewig aan die volledige verkoopvoorwaardes (wat na die veiling geteken moet word) wat ter insae is gedurende kantoorure by die kantoor van die Balju, en by die prokureurs vir die Eksekusieskuldeiser.

Aldus gedateer en geteken te Richardsbaai op hierdie 24ste dag van Januarie 2000.

S. F. Stadler, for Duvenage Ingelyf, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Lake View Terrace, Posbus 952, Richardsbaai, p.a. ABSA Bank Beperk, United Huis, Osbornweg, Eshowe, 3815. (Verw. mev. Pascau/11V0012/00.)

Case No. 10044/99

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and WILLY CYRILLE VIERSTRAETE, First Defendant, and ADOREE HAVEL ANNE VIERSTRAETE, Second Defendant

The following property will be sold in execution on 9 March 2000 at 10:00, at Eighth Floor, Maritime House, Salmon Grove 1, Durban, by the Sheriff of the High Court for Durban South to the highest bidder:

Erf 865, Amanzimtoti (Extension 2), Registration Division ET, situated in the Amanzimtoti Transitional Local Council Area, Province of KwaZulu-Natal, in extent 2 874 square metres; with the postal and street address of 17 Victory Place, Amanzimtoti.

The following information is furnished but nothing is guaranteed in this regard: The property consists of brick under tile roof house comprising of two single garages, three bedrooms (one en-suite with bath, basin, shower and toilet), two separate toilets, bathroom with bath, basin, shower and toilet, lounge (carpeted), dining-room (carpeted), kitchen, with fitted cupboards (wooden floors), laundry, swimming-pool, servants quarters attached to garages with room and toilet/shower. The property is fully fenced.

The sale shall be subject to the terms and conditions of the High Court and the Rules made thereunder and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court for Durban South, 101 Lejaton, 40 St George's Street, Durban.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Ms Singh/N535.4118/99.)

Case No. 2361/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and RATHILAL BUDHU, First Defendant, and KYLASPATI BUDHU, Second Defendant

In terms of a judgment of the above Honourable Court dated 2 Augut 1999 a sale in execution will be held on 6 March 2000 at 09:00 at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Erf 572, La Mercy Extension 2, Registration Division FT, situated in the North Local Council Area, Province of KwaZulu-Natal, in extent 1 144 square metres, held under Deed of Transfer T16884/1980 on 12 July 1980.

Physical address: 42 Seaview Road, La Mercy.

Improvements (the following information is furnished but not guaranteed): Single-storey brick under tile dwelling consisting of four bedrooms (all tiled and with b.i.c., one with en-suite), open plan lounge and dining-room (tiled), kitchen (tiled, b.i.c., hob, eye level oven), toilet (tiled), bathroom with shower (tiled, tub and basin), balcony, store-room, double manual garage, iron manual gates and block fencing. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Inanda District Two, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban this 26th day of January 2000.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Radford/cm/A0038/1193.)

Case No. 1315/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Execution Creditor, and MPOMPO ADOLPHUS MKHWANAZI, Execution Debtor

In pursuance of a judgment granted n 20 October 1999 in the Magistrate's Court for the District of Umlazi, held at Umlazi and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Wednesday, 8 January 2000 at 10:00, at the South Entrance to the Magistrate's Court Building, Umlazi:

Description: Erf 554, Umlazi D, Umlazi, Province of KwaZulu-Natal, in extent of nine hundred and ten (910) square metres, held under Deed of Grant TG364/1969 (KZ).

Street address: D554 Umlazi Township, Umlazi.

Improvements: A brick block plastered asbestos roof dwelling house consisting of five bedrooms, dining-room, lounge, kitchen and bathroom. Nothing is guaranteed in respect of such improvements on the property.

Zoning: Residential.

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

2. The purchaser shall be liable for interest at the rate of 15,5% per annum to the Execution Creditor on the amount of the award to the Execution Creditor and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

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

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

5. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Umlazi, which are situated at V1030, Bock C, Room 4, Umlazi Township, Umlazi.

Dated at Durban this 25th day of January 2000.

Mathe & Zondo Incorporated, Execution Creditor's Attorney, First Floor, Protea House, 332 West Street, Durban, 4001.
(Ref. Mr Z. E. Buthelezi/zm/C0014202.)

Case No. 124/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Execution Creditor, and
KHUMBULANI RAPHAEL DUBAZANE, Execution Debtor**

In pursuance of a judgment granted on 1 March 1999 in the Magistrate's Court for the District of Umlazi, held at Umlazi and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Wednesday, 8 March 2000 at 10:00, at the South Entrance to the Magistrate's Court Building, Umlazi:

Description: Site 1322, Umlazi U, Umlazi, Province of KwaZulu-Natal, in extent of four hundred (400) square metres, held under Deed of Grant TG1467/1993 (KZ).

Street address: U1322 Umlazi Township, Umlazi.

Improvements: A brick block plastered dwelling house with asbestos roof consisting of two bedrooms, dining-room, kitchen and bathroom. Nothing is guaranteed in respect of such improvements on the property.

Zoning: Residential.

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

2. The purchaser shall be liable for interest at the rate of 15,5% per annum to the Execution Creditor on the amount of the award to the Execution Creditor and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

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

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

5. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Umlazi, which are situated at V1030, Bock C, Room 4, Umlazi Township, Umlazi.

Dated at Durban this 25th day of January 2000.

Mathe & Zondo Incorporated, Execution Creditor's Attorney, First Floor, Protea House, 332 West Street, Durban, 4001.
(Ref. Mr Z. E. Buthelezi/zm/C0013144.)

Case No. 1319/98

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Execution Creditor, and MUZIKAWUPHELI ALSON MAGWAZA, Execution Debtor

In pursuance of a judgment granted on 9 November 1998 in the Magistrate's Court for the District of Umlazi, held at Umlazi and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Wednesday, 8 March 2000 at 10:00, at the south entrance to the Magistrate's Court Building, Umlazi:

Description: Site 296, Umlazi E, Umlazi, Province of KwaZulu-Natal, in extent of 576 (five hundred and seventy-six) square metres, held under Deed of Grant TG1266/1982 (KZ).

Street address: E296 Umlazi Township, Umlazi.

Improvements: A brick plastered dwelling-house with asbestos roof consisting of two bedrooms, dining-room, kitchen and bathroom. Nothing is guaranteed in respect of such improvements on the property.

Zoning: Residential.

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

2. The purchaser shall be liable for interest at the rate of 15,5% per annum to the Execution Creditor on the amount of the award to the Execution Creditor and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

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

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

5. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Umlazi, which are situated at V1030, Block C, Room 4, Umlazi Township, Umlazi.

Dated at Durban on this 26th day of January 2000.

Mathe & Zondo Incorporated, Execution Creditor's Attorney, First Floor, Protea House, 332 West Street, Durban, 4001. (Ref. Mr Z. E. Buthelezi/zm/C0012681.)

Case No. 351/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Execution Creditor, and MILTON OBED ZINDELA, Execution Debtor

In pursuance of a judgment granted on 16 April 1999 in the Magistrate's Court for the District of Umlazi, held at Umlazi and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Wednesday, 8 March 2000 at 10:00, at the south entrance to the Magistrate's Court Building, Umlazi:

Description: Site 659, Umlazi N, Umlazi, Province of KwaZulu-Natal, in extent of 325 (three hundred and twenty-five) square metres, held under Deed of Grant TG821/1988 (KZ).

Street address: N659 Umlazi Township, Umlazi.

Improvements: A brick block plastered dwelling-house with asbestos roof consisting of two bedrooms, dining-room, kitchen and bathroom. Nothing is guaranteed in respect of such improvements on the property.

Zoning: Residential.

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

2. The purchaser shall be liable for interest at the rate of 15,5% per annum to the Execution Creditor on the amount of the award to the Execution Creditor and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

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

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

5. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Umlazi, which are situated at V1030, Block C, Room 4, Umlazi Township, Umlazi.

Dated at Durban on this 26th day of January 2000.

Mathe & Zondo Incorporated, Execution Creditor's Attorney, First Floor, Protea House, 332 West Street, Durban, 4001. (Ref. Mr Z. E. Buthelezi/zm/C0013303.)

Case No. 1307/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Execution Creditor, and
ADOLPHUS MPOMPO MKHWANAZI, Execution Debtor**

In pursuance of a judgment granted on 20 October 1999 in the Magistrate's Court for the District of Umlazi, held at Umlazi and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Wednesday, 8 March 2000 at 10:00, at the south entrance to the Magistrate's Court Building, Umlazi:

Description: Erf 1444, Umlazi D, Umlazi, Province of KwaZulu-Natal, in extent of 207,7 (two hundred and seven comma seven) square metres, held under Deed of Grant TG228/1974 (KZ).

Street address: D1444 Umlazi Township, Umlazi.

Improvements: The property has been improved by the building of a tuckshop thereon. Nothing is guaranteed in respect of such improvements on the property.

Zoning: Residential.

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

2. The purchaser shall be liable for interest at the rate of 15,5% per annum to the Execution Creditor on the amount of the award to the Execution Creditor and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

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

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

5. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Umlazi, which are situated at V1030, Block C, Room 4, Umlazi Township, Umlazi.

Dated at Durban on this 25th day of January 2000.

Mathe & Zondo Incorporated, Execution Creditor's Attorney, First Floor, Protea House, 332 West Street, Durban, 4001.
(Ref. Mr Z. E. Buthelezi/zm/C0014203.)

Case No. 5771/99

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
VICKESH BABOOLAL, Defendant**

In pursuance of a judgment of the High Court of South Africa, Durban Coast and Local Division, dated 30 August 1999 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on 6 March 2000 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder. The conditions of sale will be read out by the auctioneer at the time of the sale and same can be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain: A unit consisting of—

(a) Section No. 16, as shown and more fully described on the Sectional Plan No. SS10/1997 in the scheme known as "Sagewood Mews", in respect of land and building(s) situated at La Lucia and in the Local Authority of the North Local Council, of which the floor area according to the said sectional plan is 123 square metres;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer No. ST2004/1997, situated at 16 Sagewood Mews, Umhlanga Rocks Drive, Umhlanga.

Improvements (not guaranteed): Single storey brick under tile dwelling comprising of 3 bedrooms, lounge, diningroom, kitchen, toilet, bathroom and single manual garage.

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

2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale.

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

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

5. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said Attorneys.

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

Dated at Umhlanga Rocks on this 26th day of January 2000.

Plaintiff's Attorneys, Gavin Gow & Pearce, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks; P.O. Box 610, Umhlanga Rocks. [Tel. (031) 561-1011.] Service address: C/o Docex, Founders Lane, Parry Road, Durban. (Ref. AP/dh/S1060:S0205/181.)

Case No. 23141/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Plaintiff, and
VUSUMUZI FRANK GUMEDE, Defendant**

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg dated 26 November 1999 the writ of execution dated 26 November 1999, the immovable property listed hereunder will be sold in execution on Friday, 3 March 2000 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Unit 184, Edendale DD, Registration Division FT, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent three hundred and nine seven (397) square metres and held by Deed No. GF14090/1991.

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

2. The following improvements on the property are reported, but not guaranteed: Dwelling house.

3. The purchase price shall be paid in full by way of cash or bank guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 20% per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg on this 24th day of January 2000.

A. H. R. Louw, Plaintiff's Attorneys, Geyser Liebetrau Du Toit & Louw, 380 Loop Street, Pietermaritzburg. (Ref. AL/wct/K2L/97.)

Case No. 3709/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
MOONSAMY, NAIDOO, 1st Defendant, and MUNIAMMA NAIDOO, 2nd Defendant**

1. The following property shall be sold by the Sheriff for the High Court, Inanda 2 on 6 March 2000 at 09:00, outside the entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Lot 116, Redcliffe, situated in the Development Area of Redcliffe and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal in extent 198 square metres, held by Defendants under Deed of Transfer No. T12445/95 and having physical address at 120 Azalea Place, Redcliffe, Verulam, KwaZulu-Natal, and which, without anything being warranted thereby, is zoned special residential 4 and is improved by a dwelling comprising lounge, kitchen, 3 bedrooms, shower and w.c.

2. The sale is voetstoots and the successful bidder is to pay on conclusion of the sale in cash or by bank guaranteed cheque a deposit of 10% of the price, plus the Sheriff's charges (being 5% on the first R30 000,00 of the price and 3% on the balance, plus VAT). The full conditions of sale may be inspected at the office of the Sheriff, Inanda 2, 1 Trevennen Road, Lotusville, Verulam. [Ph (0325) 33-7387].

Dated at Durban on this 27th day of January 2000.

John Koch & Company, Plaintiff's Attorneys, First National Bank Building, cnr Smith and Field Streets, Durban. (Ref. f2399.)

Case No. 9163/99

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

NEDCOR BANK LIMITED versus THULANI AUTOMAN NGOBESE

The following property will be sold voetstoots in execution at the east entrance to the Magistrate's Court, Umbumbulu on 3 March 2000 at 10:00:

Ownership Unit No. 2596, in the Township of Kwa-Makuta, District of Umbumbulu, in extent 429 square metres, represented and described on General Plan No. PB93/89.

Physical address: Ownership Unit No. A2596, Kwa-Makuta.

Improvements: A house of brick/block plastered under tile roof consisting of 3 bedrooms, 1 bathroom, diningroom and kitchen.

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

Dated at Berea this 24th day of January 2000.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefields House, 150 Essenwood Road, Berea, Durban.
(Ref. Ms Davey/vdg/lg/067994.)

Case No. 1628/99

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

NEDCOR BANK LIMITED versus BANGUMUZI VILUS NGCOBO

The following property will be sold voetstoots in execution at the east entrance to the Magistrate's Court, Umbumbulu on 3 March 2000 at 10:00:

Ownership Unit No. 1886, in the Township of Kwa-Makuta, District of County of Durban, in extent 325,2 square metres.

Physical address: Ownership Unit No. 1886, Kwa-Makuta.

Improvements: A house of brick/block plastered under asbestos roof with electricity consisting of: 2 bedrooms, 1 bathroom, diningroom and kitchen.

Outbuilding: Not completed.

The property as concrete fencing.

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

Dated at Berea this 24th day of January 2000.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefields House, 150 Essenwood Road, Berea, Durban.
(Ref. Ms Davey/vdg/lg/065494.)

Case No. 4952/99

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

In the matter between NEDCOR BANK LIMITED, No. 51/00009/06, Plaintiff, and RAJIN CHETTY, First Defendant, and SHARON DHANALUTCHMEE CHETTY, Second Defendant

In pursuance of a judgment granted in the Magistrate's Court for the District of Port Shepstone, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve in front of the Magistrate's Court, Port Shepstone, at 10:00 on Friday, 3 March 2000:

Property description: Portion 1 of Erf 894, Port Shepstone, Registration Division ET, situate in the Port Shepstone Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 1 508 square metres, held under Deed of Transfer No. T29478/1989, and situate at Portion 1 of Erf 894, Sugar Mill Road, Port Shepstone.

The property comprises the following: Dwelling under brick and asbestos, consisting of 3 bedrooms, 1 toilet, 1 bath and basin, lounge, dining room and veranda. *Oubuildings:* Two flats, consisting of 1 bedroom, kitchen, lounge and bathroom.

Nothing in this regard is guaranteed.

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

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance together with interest thereon calculated at the rate of 16,50% per annum, against transfer, to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the sale which guarantee shall be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer, upon request by the Plaintiff's attorneys.

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

Dated at Port Shepstone on this the 26th day of January 2000.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. ERB/NP288/01NP01288.)

NOTICE OF SALES IN EXECUTION

BOE BANK LIMITED, Execution Creditor, will put up for sale the hereinafter-mentioned properties, the material conditions of sale being:

1. The sale shall be without reserve, and the property shall be sold subject to the conditions of sale and voetstoets to the highest bidder.

2. The purchaser shall pay 10% of the price plus 5% Sheriff's commission on the conclusion of the sale and the balance plus interest at the Plaintiff's current lending rates on the transfer, to be secured by acceptable guarantees within 14 (fourteen) days of the sale.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges within 7 (seven) days of request.

The undermentioned sale in execution will be held at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on 8 March 2000 at 10:00, and the full conditions of sale may be inspected at the offices of the Sheriff for Pinetown, 62 Caversham Road, Pinetown, prior to the sale:

Case No. 10929/99.

Judgment Debtors: RONNIE MUNIAN, YOGALUTCHMEE MUNIAN, RAMLINGAM MUNIAN and CHINNAMMA MUNIAN.

Property: Portion 6 of Erf 15, Motalabad, Registration Division FT, situated in the Outer West Local Council Area, Province of KwaZulu-Natal, in extent 2 708 (two thousand seven hundred and eight) square metres.

Improvements: A single storey brick and tile dwelling, consisting of lounge, dining-room, kitchen, scullery, three bedrooms, one and a half bathrooms, shower, two w.c.'s, fitted carpets and tiled flooring.

Postal/Street address: 4 Valview Road, Wyebank, KwaZulu-Natal.

Zoning: Special Residential.

Reference: Mr R. H. Jenkins/dpr/02/N012/646.

The undermentioned sale in execution will be held at the front entrance of the Magistrate's Court, Moss Street, Verulam, on 10 March 2000 at 10:00, and the full conditions of sale may be inspected at the offices of the Sheriff, Verulam, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam, prior to the sale.

Case No. 382/99.

Judgment Debtors: POOBALAN SUBRAMONY PADAYACHEE and NOGANUMBAL PADAYACHEE.

Property: Erf 704, Grove End, Registration Division FU, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 292 (two hundred and ninety-two) square metres.

Improvements: A double storey split level semi-detached block and tile dwelling, consisting of lounge, dining-room, study, kitchen, elo and hob, four bedrooms, bathrooms, three w.c.'s, TV room, prayer room, balconies, double garage, precast fencing, steps and paving.

Postal/Street address: 57 Sledgegrove Close, Grove End, Phoenix, KwaZulu-Natal.

Zoning: Special Residential.

Reference: Mr R. H. Jenkins/dpr/N012/823.

The undermentioned sales in execution will be held at Eighth Floor, Maritime House, 1 Salmon Grove, Durban, on 2 March and 9 March 2000, respectively, at 10:00, and the full conditions of sale may be inspected at the offices of the Sheriff, Durban Central, 801 Maritime House, 1 Salmon Grove, Durban, prior to the sales:

(a) **Case No. 71017/99.**

Judgment Debtor: WILHELM EICHHOFF.

Property: A unit, consisting of:

(i) Section 80, as shown and more fully described on Sectional Plan SS72/95, in the scheme known as St James, in respect of the land and building or buildings situated at City of Durban, of which the floor area, according to the said sectional plan is 27 (twenty-seven) square metres in extent; and

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

Improvements: A flat, consisting of lounge, kitchen, bedroom, bathroom, w.c.—common property facilities include swimming-pool, garden, laundry, drying area, parking, tarmac driveway, fencing and access control.

Postal/Street address: Unit 80, St James, 339 Cliffview Road, Bellair, KwaZulu-Natal.

Zoning: Special Residential.

Reference: Mr R. H. Jenkins/dpr/02/N012/941.

(b) **Case No. 55163/99.**

Judgment Debtors: MICHELLE ANDREE JAQUES and GAIL ANN BENEY.

Property: A unit, consisting of:

(i) Section 17, as shown and more fully described on Sectional Plan SS115/89, in the scheme known as Marine Towers, in respect of the land and building or buildings situated at Durban, Municipality of Durban, of which the floor area, according to the said sectional plan is 68 (sixty-eight) square metres in extent; and

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

Improvements: A flat, consisting of lounge/dining-room, kitchen, bedroom, bathroom, w.c., enclosed balcony—common property facilities include garden, drying area and parking.

Postal/Street address: Flat 306, Marine Towers, 34 Sol Harris Crescent, Durban, KwaZulu-Natal.

Zoning: Residential.

Reference: Mr R. H. Jenkins/dpr/02/N012/926.

King & Associates Pinetown, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Ref. Mr R. Jenkins/dpr.)

Case No. 961/95

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
PHAYO PHILLIP NGUBANE, Defendant**

In execution of a judgment of the High Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendant, will be sold in execution on 3 March 2000 at 09:30, by the Sheriff of the High Court at Magistrate's Office, Ezakheni, to the highest bidder, without reserve:

Ownership Unit 1741, Ezakheni B, situated in the Township of Ezakheni, District of Klip River, in extent 546,3 (five hundred and forty-six comma three) square metres.

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

1. The property is situated at 1741 Ezakheni B, Klip River, District of KwaZulu-Natal.
2. The property has been improved by the construction thereon of a four-bedroomed dwelling with lounge, dining-room, study, kitchen, two bathroom/toilets, two garages and 6' steel fence.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg on this 13th day of January 2000.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/hdm/N2/S0270/B5.)

Case No. 9911/99

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BONGANI HAPPINESS ZUNGU, Defendant

In terms of a judgment of the above Honourable Court dated 15 November 1999 a sale in execution will be held on 8 March 2000 at 10:00, at the south entrance to the Magistrate's Court, Umlazi (the conditions of sale may be inspected at the Sheriff's Office, V1030, Room 4, Umlazi) to the highest bidder, without reserve:

Erf 313, Umlazi BB, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent 341 (three hundred and forty-one) square metres, held by Deed of Transfer TG4167/1987KZ.

Physical address: BB 313 Umlazi Township, P O Umlazi.

Improvements: The following information is furnished, but not guaranteed: A brick under tiled dwelling, comprising three bedrooms, kitchen, lounge, dining-room, bathroom/toilet and garage (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within twenty-one (21) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder. The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Umlazi, Sheriff's Office, V1030, Room 4, Umlazi.

Dated at Durban on this 27th day of January 2000.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Van Huyssteen/ N0183/667/MM.)

Case No. 927/92

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

In the matter between NEDPERM BANK LIMITED, Plaintiff, and ELIJAH MADE, Defendant

In pursuance of a judgment granted on 9 July 1992, in the Court of the Magistrate, Umlazi, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on Wednesday, 8 March 2000 at 10:00, the south entrance to the Magistrate's Court, Umlazi (the conditions of sale may be inspected at the Sheriff's Office, V1030, Room 4, Umlazi).

Description: Erf 672, Umlazi V, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent 397 (three hundred and ninety-seven) square metres, held by Deed of Transfer TG1060/1978.

Street address: V672 Umlazi.

Improvements: A plastered dwelling under tiled roof, comprising of three bedrooms, bathroom/toilet, kitchen, dining-room and garage, electricity and concrete fence (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the Rules made thereunder.

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

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Umlazi, Sheriff's Office V1030, Block C, Room 4, Umlazi.

Dated at Durban on this 27th day of January 2000.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorney, First Floor, 21 Aliwal Street, Durban. (Ref. Mrs Van Huyssteen/ N0183/541/MM.)

Case No. 3903/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, trading as VOLKSKAS BANK, Plaintiff, and ALBERT EDWARD DRAPER, First Defendant, COLLEEN LORRAINE DRAPER, Second Defendant, ROBERT ASHLEY DRAPER, Third Defendant, and ALEXANDRIA DRAPER, Fourth Defendant

In terms of a judgment of the above Honourable Court dated 29 June 1998, a sale in execution will be held on 2 March 2000 at 10:00, at Eighth Floor, Maritime House, Salmon Grove 1, Durban, highest bidder without reserve:

1. A ($\frac{1}{2}$) share in and to Erf 742, Coedmore (Extension 1), Registration Division FT, in the Yellow Wood Park Area, Province of KwaZulu-Natal, in extent 1 013 (one thousand and thirteen) square metres, held by Deed of Transfer T19447/1995.

2. A ($\frac{1}{2}$) share in and to Erf 742, Coedmore (Extension 1), Registration Division FT, in the Yellow Wood Park Area, Province of KwaZulu-Natal, in extent 1 013 (one thousand and thirteen) square metres, held by Deed of Transfer T19447/1995.

Physical address: 58 Wren Way, Yellowwood Park.

Improvements: The following information is furnished but not guaranteed: A house of brick under tiled roof consisting of three bedrooms (main bedroom, airconditioned), bathroom with bath, basin and toilet (tiled floor), lounge (tiled floor), dining-room (tiled), kitchen with fitted cupboards (tiled floor), no servants' quarters, swimming-pool, granny flat on the premises. No garage.

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

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban on this 27th day of January 2000.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Van Huyssteen/ A0039/262/MM.)

Case No. 6785/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and THAVARAJ CHETTY, First Defendant, and THERESA HELEN CHETTY, Second Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at the Cutty Sark Hotel, Starboard Conference Room, Scottburgh, on Friday, 3 March 2000 at 10:00, to the highest bidder without reserve:

Sub. 348 (of 2) of Lot 2, 1668, situated in the Umkomanzi/Umkomaas Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent one thousand three hundred and thirty three (1 333) square metres, held under Deed of Transfer T28169/92.

Physical address: 25 Widenham Drive, Widenham, Umkomaas, Natal.

Zoning: Special Residential.

The property consists of the following:

Brick under tile dwelling comprising of living-room, two bedrooms, two bathrooms and kitchen. The outbuildings comprise of three garages, bathroom and store-room. There is also a cottage comprising of two bedrooms, bathroom and kitchen.

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

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

2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 67 Williamson Street, Scottburgh.

Dated at Durban on this 21st day of January 2000.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.15717/sa.)

Case No. 80/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and CONTACT PROPS 40 (PTY) LTD, First Defendant, SARAH SEEDAT, Second Defendant, and U-TRADER 31 (PTY) LTD, Third Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at Eighth Floor, Maritime House, 1 Salmon Grove, Durban, on Thursday, 2 March 2000 at 10:00, to the highest bidder without reserve:

Section 1, as shown and more fully described on Sectional Plan SS348/1985, in the scheme known as "Marine View" in respect of the land and the building or buildings situated at Durban, of which section the floor area, according to the said sectional plan is 112 (one hundred and twelve) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST10848/96.

Physical address: 76 Brickhill Road, Durban, Natal.

Zoning: Commercial.

The property consists of the following: A sectional ground floor unit comprising a showroom and office space, with brick walls and a ceramic tile floor.

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

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

2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban Central, Eighth Floor, Maritime House, 1 Salmon Grove, Durban, Natal.

Dated at Durban on this 20th day of January 1999.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/R.2013/Dorette.)

Case No. 6856/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and LB DEVITT ESTATES CC, First Defendant, LLEWELLYN BURNETT DEVITT, Second Defendant, and ANNA MARIA DEVITT, Third Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, on Thursday, 2 March 2000 at 10:00, to the highest bidder without reserve:

Section 46, as shown and more fully described on Sectional Plan SS63/93 in the scheme known as Mt Royale (also known as Happy Days) in respect of the land and building or buildings situated at Amanzimtoti, of which section the floor area according to the said sectional plan is 60 (sixty) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST1443/95.

Physical address: 405 Mt Royale (also known as Happy Days), Beachweg, Amanzimtoti, Natal.

Zoning: Special Residential.

The property consists of the following: Flat comprising of bedroom, toilet, bathroom with bath/basin/shower/toilet, lounge/dining-room combined, kitchen with fitted cupboards (tiled floor).

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

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

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

Dated at Durban on this 20th day of January 2000.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/T.1357/sa.)

Case No. 8323/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and PAUL DOBE, First Defendant, and MARIA DO CEU ALBERTINA DOBE, Second Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, on Thursday, 2 March 2000 at 10:00, to the highest bidder without reserve:

Sub. 6 of Lot 322, Bluff, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 956 (nine hundred and fifty-six) square metres, held under Deed of Transfer T17570/96.

Physical address: 37 Blackpool Road, Bluff, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile roof dwelling with garage attached to the house comprising of three bedrooms, separate toilet (wooden floor), bathroom with bath, basin and shower (wooden floor), lounge/dining-room open plan (wooden floor), kitchen with fitted cupboards (tiled floor), separate servants' quarters with toilet/shower, carport, property is fully fenced.

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

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

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

Dated at Durban on this 21st day of January 2000.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.14222/sa.)

Case No. 112/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and J C KRUGER INVESTMENTS CC, First Defendant, and JOHANNES CHRISTIAN KRUGER, Second Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, on Thursday, 2 March 2000 at 10:00, to the highest bidder without reserve:

Section 1, as shown and more fully described on Sectional Plan SS149/1985 in the scheme known as "Seapark" in respect of the land and building or buildings situated at Durban, in the Durban Entity, of which section the floor area, according to the said sectional plan is 307 (three hundred and seven) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST10273/98.

Physical address: 47 Gillespie Street, Durban, Natal.

Zoning: Commercial.

The property consists of the following: Multi storey restaurant/take away shop with two ground floor shops and flats above together with one parking bay allocated to it.

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

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

2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban Central, Eighth Floor, Maritime House, 1 Salmon Grove, Durban, Natal.

Dated at Durban on this 20th day of January 1999.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/R.2016/Dorette.)

Case No. 857/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF S.A., Plaintiff, and
YOLISA ELIZABETH NOMONDE VIMBANI, Defendant**

In terms of a judgment of the above Honourable Court, a sale in execution will be held at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, on Thursday, 2 March 2000 at 10:00, to the highest bidder without reserve:

Section 73, as shown and more fully described on Sectional Plan SS128/1996 in the scheme known as "Summer Sands" in respect of the land and building or buildings situated at Durban, of which section the floor area, according to the said sectional plan is 57 (fifty seven) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST10903/97.

Physical address: 73 Summer Sands, corner of Brickhill and Argyle Road, Natal.

Zoning: Special Residential.

The property consists of the following: Sectional title unit comprising entrance hall, lounge, dining-room, two bedrooms, kitchen, bathroom and patio. There is one parking bay.

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

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban Central, Eighth Floor, Maritime House, 1 Salmon Grove, Durban, Natal.

Dated at Durban on this 19th day of January 2000.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.13173/Dorette.)

Case No. 9037/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
SITHEMBISO BERENG MBOKAZI, Defendant**

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division), in the above-mentioned suit, a sale will be held by the Sheriff, at Eighth Floor, Maritime House, Salmon Grove 1, Durban, on 2 March 2000 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as Portion 1 of Erf 965, Kingsburgh, Registration Division ET, situated in the Kingsburgh Entity, Province of KwaZulu-Natal, in extent one thousand one hundred and sixty (1 160) square metres, held under Deed of Transfer T39779/95.

Street address: 14 Goodhope Way, Illovo Glen, Amanzimtoti.

Improvements: Single-storey brick under tile roof dwelling with outbuilding consisting of entrance hall, lounge, kitchen, two bedrooms, bathroom, shower, toilet, patio, garage and toilet.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff of the High Court, at 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban on this 1st day of February 2000.

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

Case No. 28863/99

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

In the matter between BRADD INVESTMENTS (PTY) LTD, Plaintiff, and AMOD SAYED MAHOMED, First Defendant, and ISMAIL MAHOMED, Second Defendant

1. On Tuesday, 29 February 2000 at 10:00 at the Magistrate's Court, Justice Street, Chatsworth, the undermentioned property will be sold in execution of a judgment obtained in the above matter on 17 June 1999. Number 8 Road 714, described as Portion 2265, Erf 107, Chatsworth, measuring 209.0000 square metres, held under Deed of Transfer T10547/1998.

Semi detached double storey block under asbestos roof dwelling comprising of two bedrooms (built-in cupboards, en-suite) carpeted, lounge, dining-room floor carpeted, kitchen (built-in cupboards, tiled), toilet with shower, outbuilding, bedroom, kitchen, toilet/bathroom, garage, property fenced, yard paved, carport.

2. The conditions to be read out by the auctioneer at the time of the sale will lie for inspection prior to the sale at the offices of the Sheriff of the Magistrate's Court, Chatsworth, Justice Street, Chatsworth.

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

4. Auctioneer's charges, payable on the date of sale to be 5% on the proceeds of the sale up to a price of R30 000 (thirty thousand rands) and thereafter 3% up to a maximum of R7 000 (seven thousand rands). Minimum charge R260 (two hundred and sixty rands).

Dated at Johannesburg on this 1st day of February 2000.

Ivor Trakman & Partners, 9 West Street, Houghton, Johannesburg. [Tel. (011) 728-6666.] (Ref. Ms L. Band.)

Case No. 6544/99

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

In the matter between FERROBOND (PROPRIETARY) LTD, Execution Creditor, and Mr JOHNSON NKOSINATHI MSIBI, First Execution Debtor, Ms NOMUSA FLORENCE MSIBI, Second Execution Debtor

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 9 November 1999, the undermentioned property will be sold in execution on 8 March 2000 at 10:00, in front of the Magistrate's Court, Murchison Street, Newcastle, namely:

Ownership Unit 8302, Township of Madadeni, Unit 5, situated in the District of Newcastle, measuring 678,20 square metres.

The property is improved with a flat roof dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and garage but nothing is guaranteed.

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

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

2. the purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 16,5% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen days after the date of sale.

Dated at Newcastle on this 31st day of January 2000.

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

Case No. 19554/99

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

In the matter between THE ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Plaintiff, and KHANYISILE PATRICIA BHENGU, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 8 November 1999, the writ of execution dated 9 November 1999, the immovable property listed hereunder will be sold in execution on Friday, 3 March 2000 at 11:00, at the 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder:

Portion 4 of Erf 377, Edendale Extension 1, Registration Division FT, situated in the Pietermaritzburg/Msunduzu Transitional Local Council Area, Province of KwaZulu-Natal, in extent nine hundred and seventy-nine (979) square metres and held by Deed of Transfer T40134/1995.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and Rules made thereunder, and of the title deed in so far as there are applicable.
2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.
3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 21% per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg, KwaZulu-Natal.

Dated at Pietermaritzburg on this 28th day of January 2000.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. AL/wct/K2L/95.)

Case No. 5809/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED No. 86/04794/06, Plaintiff, and Mr HASSAN LATIFF,
First Defendant, and Mrs JULIET LOUISE LATIFF, Second Defendant**

In terms of a judgment of the above Honourable Court dated 5 November 1999, a sale in execution will be held on Thursday, 9 March 2000 at 10:00, at Eighth Floor, Maritime House, Salmon Grove 1, Durban, to the highest bidder, without reserve:

Lot 1441, Sea View Extension 3, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 323 (three hundred and twenty-three) square metres; now known as Erf 1441, Sea View Extension 3, Registration Division FT, situated in the South Central Local Council Area, Province of KwaZulu-Natal, in extent 323 (three hundred and twenty-three) square metres, by virtue of Deed of Transfer T4190/96.

Physical address: 46 Risingfield Road, Montclair, 4004.

The following information is furnished but not guaranteed: Brick under tile dwelling consisting of lounge, dining-room, three bedrooms, kitchen, bath and separate toilet. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoets).

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff of the High Court, 101 Lejaton, 40 St Georges Street, Durban.

Dated at Durban on this 1st day of February 2000.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2101/Mrs Chetty.)

Case No. 41131/99

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

**In the matter between ABSA BANK LIMITED No. 86/04794/06, Execution Creditor, and
Miss VASAGIE LE GRANGE, Execution Debtor**

In terms of a judgment of the above Honourable Court dated 22 September 1999, a sale in execution will be held on Thursday, 9 March 2000 at 10:00, at Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban, to the highest bidder, without reserve:

1. (a) Section 7, as shown and more fully described on Sectional Plan SS465/94, in the scheme known as Eshaan, in respect of the land and building or buildings situated at Isipingo, in the Local Authority Area of Isipingo, of which section the floor area, according to the said sectional plan, is 60 (sixty) square metres, in extent; and

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

2. (a) Section 25, as shown and more fully described on Sectional Plan SS465/94, in the scheme known as Eshaan, in respect of the land and building or buildings situated at Isipingo, in the Local Authority Area of Isipingo, of which section the floor area, according to the said sectional plan, is 21 (twenty-one) square metres, in extent; and

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

Physical address: 206 Ehsaan, 8 Spathodia Drive, Isipingo Hills.

Improvements: Brick under concrete bachelor unit consisting of lounge, bedroom, kitchen, bathroom, toilet, balcony and single. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the Magistrate's Court, 101 Lejaton, 40 St Georges Street, Durban, or at our offices.

Dated at Durban on this 31st day of January 2000.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2148/Mrs Chetty.)

Case No. 1307/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Execution Creditor, and
ADOLPHUS MPOMPO MKHWANAZI, Execution Debtor**

In pursuance of a judgment granted on 20 October 1999 in the Magistrate's Court for the District of Umlazi, held at Umlazi and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Wednesday, 8 March 2000 at 10:00, at the South Entrance to the Magistrate's Court Building, Umlazi:

Description: Erf 1444, Umlazi D, Umlazi, Province of KwaZulu-Natal, in extent of two hundred and seven comma seven (207,7) square metres, held under Deed of Grant TG228/1974 (KZ).

Street address: D1444 Umlazi Township, Umlazi.

Improvements: The property has been improved by the building of a tuckshop thereon. Nothing is guaranteed in respect of such improvements on the property.

Zoning: Residential.

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

2. The purchaser shall be liable for interest at the rate of 15,5% per annum to the Execution Creditor on the amount of the award to the Execution Creditor and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

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

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

5. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Umlazi, which are situated at V1030, Block C, Room 4, Umlazi Township, Umlazi.

Dated at Durban on this 31st day of January 2000.

Mathe & Zondo Incorporated, First Floor, Pretoria House, 332 West Street, Durban, 4001. (Ref. Mr Z. E. Buthelezi/zm/C0014203.)

Case No. 1315/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Execution Creditor, and
MPOMPO ADOLPHUS MKHWANAZI, Execution Debtor**

In pursuance of a judgment granted on 20 October 1999 in the Magistrate's Court for the District of Umlazi, held at Umlazi and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Wednesday, 8 March 2000 at 10:00, at the South Entrance to the Magistrate's Court Building, Umlazi:

Description: Erf 554, Umlazi D, Umlazi, Province of KwaZulu-Natal, in extent of nine hundred and ten (910) square metres, held under Deed of Grant TG364/1969 (KZ).

Street address: D554 Umlazi Township, Umlazi.

Improvements: A brick block plastered asbestos roof dwelling-house consisting of five bedrooms, dining-room, lounge, kitchen and bathroom. Nothing is guaranteed in respect of such improvements on the property.

Zoning: Residential.

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

2. The purchaser shall be liable for interest at the rate of 15,5% per annum to the Execution Creditor on the amount of the award to the Execution Creditor and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

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

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

5. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Umlazi, which are situated at V1030, Block C, Room 4, Umlazi Township, Umlazi.

Dated at Durban on this 31st day of January 2000.

Mathe & Zondo Incorporated, First Floor, Pretoria House, 332 West Street, Durban, 4001. (Ref. Mr Z. E. Buthelezi/zm/C0014202.)

Case No. 3687/99

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and C. D. PIETERS, First Defendant, and
S. L. PIETERS, Second Defendant**

In execution of a judgment granted on Wednesday, 7 December 1999 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the High Court of South Africa for the District of Pietermaritzburg, at 10:30 on Friday 3 March 2000 at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at the Sheriff's office at 6 Derek Hall, 172 Loop Street, Pietermaritzburg, namely:

Sub 48 (of 2) of Lot 3 3105, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu/Natal in extent 817 (eight hundred and seventeen) square metres which the property is physically situated at 51 Mayors Walk, Prestbury, Pietermaritzburg, KwaZulu/Natal.

Improvements: No warranty given: 3 bedrooms, bathroom, 4 other rooms, servants quarters, iron roof and swimming-pool.

Zoning: Special Residential no special consents.

Terms: Price payable as follows:

(a) Ten percent with Sheriff's Commission on sale.

(b) All outstanding rates, taxes, transfer and other charges within seven days of sale.

(c) Balance with interest to be secured by guarantee within 14 days of sale.

Dated at Pietermaritzburg on this 31st day of January 2000.

E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case No. 18917/99

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

In the matter between FERNSIDE BODY CORPORATE, Plaintiff, and J. A. DLADLA, Defendant

In pursuance of a judgment on the Defendant on 7 June 1999, in the Magistrate's Court of Durban and under a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on Thursday, 2 March 2000, at 10:00, at Maritime House, 8th Floor, 1 Salmon Grove, Durban.

Description:

(a) Section 9 as shown and more fully described on Sectional Plan SS105/81 in the scheme known as Fernside in respect of the land and building or buildings situated at Durban, Durban Entity of which section the floor area according to the said Sectional Plan is 46 (forty-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.

Physical address: 24 Fernside, 43 Montclair Road, Montclair, Durban, 4061.

Improvements: One and half bedrooms, kitchen with fitted cupboards, lounge and dining-room combined, bathroom, basin and toilet combined.

Nothing in the above is guaranteed.

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

The aforesaid shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff, Magistrate's Court, 801 Maritime House, 8th Floor, Salmon Grove, Durban.

Dated at Durban during 2000.

J. H. Nicolson, Stiller & Geshen, Plaintiff's Attorneys, 11th Floor, Fedsure House, 320 Smith Street, Durban. [Tel. (013) 304-9751.] (Ref. Mr. G. C. Wetson/ji/F144/1.)

Case No. 45207/98

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

In the matter between SENTRACHEM LIMITED trading as NCS RESINS, Plaintiff, and CULTURED MARBLE PRODUCTS (PTY) LIMITED, First Defendant, and DEVADASS DHANRAJ PILLAY

In pursuance of a judgment granted on 26 January 1999, in the Magistrate's Court, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday 9 March 2000, at 10:00 at 8th Floor, Maritime House, corner Salmon Grove and Victoria Embankment, the conditions of sale to be read out by the auctioneer at the time of the sale and which conditions of sale to be read out by the auctioneer at the time of the sale and which conditions of sale may be inspected at the Sheriff's Office, 101 Lejaton, 40 St. George's Street, Durban, prior to the sale:

Description: Portion 544 of Erf 13538 of Mobeni, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent of 817 square metres, held under Deed of Transfer T37259/1995.

Physical address: 2 Carmichael Place, Woodlands, Durban, KwaZulu-Natal.

Improvements: Roof tiled wooden, lounge, dining-room, kitchen- floor tiled, fitted cupboards, 3 bedrooms, main bedroom-bath toilet, basin shower, bedroom—shower toilet basin tiled, bathroom—bath shower basin, tiled, toilet, separate, tiled pool, servant quarters—toilet shower, basin, garage separate toilet basin, fully fenced concentrate brick and inside wall.

Nothing is guaranteed in the above respects.

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

Terms: Ten per cent (10%) of the purchase price in cash or by bank guaranteed cheque on the day of the sale, the balance against transfer together with interest at the rate of 18.00% per annum from the expiration of one month after the date of sale to the date of registration of transfer, to be secured by a bank, building society or other acceptable guarantee, to be approved by the Execution Creditor's Attorney and to be furnished to the Sheriff of the Magistrate's Court, Durban South, within 14 (fourteen) days after the date of sale.

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

Dated at Durban this 28th day of January 2000.

Berkowitz Kinkel Cohen Wartski, 17th Floor Southern Life House, 88 Field Street, Durban. (Ref. Mr. R. G. Wynne/ML/cg/040029119.)

Case No. 31143/99

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

In the matter between VAN DER STEL BODY CORPORATE, Plaintiff, and MOREJOY INVESTMENTS SHARE BLOCK, Defendant

In pursuance of a judgment granted on the Defendant on 29 June 1999, in the Magistrate's Court of Durban and under a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on Thursday, 2 March 2000, at 10:00, at Maritime House, 8th Floor, 1 Salmon Grove, Durban.

Description:

(a) Section 4, as shown and more fully described on Sectional Plan SS145/1985 in the scheme known as Van der Stel in respect of the land and building or buildings situated at Durban, Durban Entity of which section the floor area according to the said Sectional Plan is seventy-four (74) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said Section in accordance with the participation quota as endorsed on the said Sectional Plan.

Physical address: 12 Van der Stel, Gillespie Street, Durban, 4001.

Improvements: Two and a half bedrooms, lounge, open plan kitchen, bathroom, shower and toilet combined, tiled floors.

Nothing in the above is guaranteed.

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

The aforesaid shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff, Magistrate's Court, 801 Maritime House, 8th Floor, Salmon Grove, Durban.

J. H. Nicolson, Stiller & Geshen, Plaintiff's Attorneys, 11th Floor, Fedsure House, 320 Smith Street, Durban. [Tel. (031) 304-9751.] (Ref. Mr. G. C. Weston/ji/V11/3.)

Case No. 2228/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BHALCHANDRA BRAMDOW, First Defendant, and ROOKMIN BRAMDOW, Second Defendant

The undermentioned property will be sold in execution at the office of the Sheriff at 6, Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg on 3 March 2000 at 09:00.

Sub 599 (of 481) of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and thirty-four (334) square metres.

The property is situated at 22 Jupiter Road, Northdale, Pietermaritzburg, on which a dwelling house is constructed.

The full conditions of sale may be inspected at the above-mentioned office of the Sheriff.

Dated at Pietermaritzburg this 4th day of February 2000.

Tatham, Wilkes & Company, Plaintiff's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. H. M. Drummond/G131.)

Case No. 3735/99

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and REGINALD BONGINKOSI NGCAMU, First Defendant, and LESIA NGCAMU, Second Defendant

The undermentioned property will be sold in execution at the office of the Sheriff at 6, Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg on 3 March 2000 at 09:00.

Sub 1230 of Lot 988 of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and sixty (260) square metres.

The property is situated at 19 Nerina Road, Northdale, Pietermaritzburg, on which a dwelling house is constructed.

The full conditions of sale may be inspected at the above-mentioned office of the Sheriff.

Dated at Pietermaritzburg this 4th day of February 2000.

Tatham, Wilkes & Company, Plaintiff's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. H. M. Drummond/G71.)

Case No. 1591/94

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and THANDOKWAKHE CAIMON JALI, First Defendant, and NTOMBI GERTRUDE JALI, Second Defendant

The undermentioned property will be sold in execution on the steps of the Magistrate's Court, Bell Street, Greytown, KwaZulu-Natal, on 3 March 2000 at 11:00:

All right, title and interest in and to the leasehold in respect of the following property:

Lot 1102, Enhlalakahle, situated in the Administrative District of Natal, in extent three hundred and nineteen (319) square metres, held under Certificate of Registered Grant of Leasehold TL1160/90.

The property is situated at 376 Khomba Road, Enhlalakahle, Greytown, KwaZulu-Natal on which a dwelling house is constructed.

The full conditions of sale may be inspected at the offices of the Sheriff at 129A, Pine Street, Greytown, KwaZulu-Natal.

Dated at Pietermaritzburg this 4th day of February 2000.

Tatham, Wilkes & Company, Plaintiff's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. H. M. Drummond/G414.)

Case No. 30601/97

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

In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Execution Creditor, and TRYPHINA NTOMBENCANE MOLEFE, First Execution Debtor, and NEPO ELLIOT MOLEFE, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 30 December 1997, the following immovable property will be sold in execution on 3 March 2000 at 11:00 at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal to the highest bidder:

Site 1758, Imbali 111, in the Township of Edendale-CC, County of Pietermaritzburg, in extent 288 (two hundred and eighty-eight) square metres held by Deed of Grant 2487, situated at Site 1758 Imbali III, Edendale-CC, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a residential dwelling house.

Material conditions of sale:

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

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

3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 4th day of February 2000.

Tatham Wilkes & Company, Execution Creditor's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. K42.)

Case No. 16678/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Execution Creditor, and FLORENCE DLAMINI, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 6 October 1999, the following immovable property will be sold in execution on 3 March 2000 at 11:00 at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal to the highest bidder:

Ownership Site N-1158, in the Township of Edendale, District of Pietermaritzburg, in extent 360 (three hundred and sixty) square metres, represented and described on Deed of Grant 8184, situated at Site N-1158, Edendale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a residential dwelling house.

Material conditions of sale:

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

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

3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 4th day of February 2000.

Tatham Wilkes & Company, Execution Creditor's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. B99.)

Case No. 5416/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SUBRAMONEY JOGANNA, Defendant

In pursuance of a judgment granted in the High Court, the property listed hereunder will be sold in execution on 8 March 2000 at 10:00 at the Front Entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown.

Description of property: Erf 419, Reservoir Hills (Extension 1), Registration Division FT, situated in the Inner West City Council, Province of KwaZulu-Natal, in extent one thousand two hundred and thirty-nine (1 239) square metres, held under Deed of Transfer T26799/80.

Improvements: Single level brick under tile dwelling, single garage, brick fencing, tarmac driveway and metal gates, 4 bedrooms, 6 other rooms and 2½ bathrooms.

Property address: 1 Benghazi Crescent, Reservoir Hills, Durban.

Nothing in the above is guaranteed.

Zoning: Residential.

The full conditions of sale may be inspected at the Sheriff's office, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

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

A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Bay Passage Entrance, Durban. (Ref. Mr. Pillay/sg/J6.)

Case No. 9253/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and ANGAMUTHOO MOODLEY, First Defendant, and KRISHNAVANIE MOODLEY, Second Defendant

In pursuance of a judgment of the High Court of South Africa, Durban and Coast Local Division, in the above-mentioned suit, a sale will be held by the Sheriff, at 8th Floor, Maritime House, Salmon Grove 1, Durban on 2 March 2000 at 10:00 of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale.

The property is described as Erf 1099, Merewent, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent four hundred and eighteen (418) square metres, held under Deed of Transfer T37258/1997.)

Street address: 14 Jawar Place, Merebank.

Improvements: House of brick under tiled roof consisting of: Lounge, dining-room, kitchen, toilet, bathroom and 3 bedrooms.

Outbuilding: Brick under asbestos roof with 1 room and toilet.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff of the High Court, at 101 Lejaton, 40 St. Georges Street, Durban.

Dated at Durban this 1st day of February 2000.

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

Case No. 7779/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and STANLEY FRANK MOORGAS, First Defendant, and CATHY MOORGAS, Second Defendant

In terms of a judgment of the above Honourable Court dated 2 September 1999, a sale in execution will be held on 2 March 2000 at 10:00 at 8th Floor, Maritime House, Salmon Grove 1, Durban, to the highest bidder without reserve:

Erf 1931, Kingsburgh (Extension 9), Registration Division ET, Province of KwaZulu-Natal, in extent 1 146 (one thousand one hundred and forty-six) square metres, held by Deed of Transfer T28892/1995.

Physical address: 20 Vasco Da Gamma Drive, Doon Heights, Doonside.

Improvements: The following is furnished but not guaranteed:

A house of brick under tiled roof with garage attached to the main house: House of 3 bedrooms, separate toilet, bathroom with bath, basin and shower, lounge (carpeted), kitchen with fitted cupboards (tiled floor, storeroom, outside toilet. The property is fully fenced. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

The purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within twenty-one (21) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder. The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Durban South, 8th Floor, Maritime House, Salmon Grove 1, Durban.

Dated at Durban this 27th day of January 2000.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Van Huyssteen/A0483/33/MM.)

Case No. 4576/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and JAYARAMEN NAICKER, First Defendant, and SARASPATHY NAICKER, Second Defendant

In execution of a judgment granted by the above Honourable Court dated 14 June 1999 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on 1 March 2000 at 10:00 to the highest bidder without reserve, namely:

Erf 9552, Pinetown Extension 85, Registration Division FT, in the Pinetown Entity and in the Durban Metro Water Area, Province of KwaZulu-Natal, in extent 832 square metres and held by the Defendants under Deed of Transfer T15034/98, which property is physically situated at 29 Trishan Avenue, Nagina, KwaZulu-Natal and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T15034/98 dated 11 June 1998.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single level brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom with toilet. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, and at the offices of David Gardyne & Partners, Eighth Floor, 78 Field Street, Durban.

Dated at Durban this 27th day of January 2000.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/RD/GAL4301.)

Case No. 627/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORP LTD, Plaintiff, and BONGINKOSI DLAMINI, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 8 March 2000 at 10:00 at 70 Main Street, Eshowe:

1. (a) *Deeds office description*: Site 261, Sundumbili-A, Registration Division FU, situated in the Mandini Transitional Local Council Area, Province of KwaZulu-Natal, in extent 465 (four hundred and sixty-five) square metres.

(b) *Property description* (not warranted to be correct): Block under asbestos roof dwelling comprising lounge, dining-room, kitchen, two bedrooms and shower/toilet combined. The property is fully electrified and on main sewerage.

The property is zoned Residential.

2. The conditions of sale may be inspected at the Sheriff's Office, 70 Main Street, Eshowe.

Truter James De Ridder Inc., Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. HDR/aeh/764/99-05/K150/764.)

Case No. 4213/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and GERT CORNELIUS ADRIAN PRETORIUS, First Defendant, and ALLETTA MAGRIETHA PRETORIUS, Second Defendant

In terms of a judgment of the above Honourable Court dated 30 July 1999 a sale in execution will be held on Monday, 6 March 2000 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

(a) A unit consisting of section 2, as shown and more fully described on Sectional Plan SS201/1996 in the scheme known as Harrowgate, in respect of land and building or buildings situated at Umhlanga Rocks and in the Local Authority of the North Local Council, of which floor area according to the said sectional plan is one hundred and thirty-three (133) square metres; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer ST11755/1996 on 22 July 1996.

Physical address: 2 Harrowgate, Harrowgate Village, Umhlanga Rocks.

The following information is furnished but not guaranteed: Single-storey semi detached brick under tile dwelling comprising main bedroom (carpeted, b.i.c., en-suite and air-conditioning), two other bedrooms (carpeted, b.i.c.), lounge (tiled), dining-room (tiled), kitchen (tiled, b.i.c.), toilet and bathroom combined (tiled) and single manual garage. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court at Inanda Area 2, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban this 2nd day of February 2000.

D. H. Botha, for Strauss Daly Inc., Attorneys, 21 Aliwal Street, First Floor. (Ref. Mrs Radford/mg/A0038/1254.)

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

In the matter between BOE BANK LIMITED (formerly known as NBS BOLAND BANK LTD), Plaintiff, and KHULEKANI GODFREY KHULUSE, First Defendant, and THANDAZILE BAJABULILE KHULUSE, Second Defendant

In pursuance of a judgment in the High Court of South Africa (Durban and Coast Local Division) dated 9 November 1999, the following immovable property belonging to the above-named First and Second Defendants, will be sold in execution on 3 March 2000 at 10:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder for cash, without reserve:

Erf 1420, kwaMashu G, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent three hundred and fifty-two (352) square metres, held under Deed of Grant TG2821/89KZ dated 23 June 1989.

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

1. The property is physically situated at G1420 kwaMashu Township, kwaMashu.
2. The property is a block plastered under tile roof house with water and electricity facilities comprising three bedrooms, lounge, kitchen, toilet/bathroom—inside, precast wall and burglar guards.
3. The sale shall be without reserve, and the property shall be sold subject to the conditions of sale and voetstoots to the highest bidder.
4. The purchaser shall pay 10% of the purchase price plus 5% Sheriff's commission on the conclusion of the sale and the balance plus interest at the Plaintiff's current lending rates on the transfer, to be secured by acceptable guarantees within 14 (fourteen) days of the sale.

5. The purchaser shall pay all amounts necessary to obtain transfer of the property including transfer costs and duties, rates, taxes and other charges within 7 (seven) days of request.

6. The conditions of sale may be inspected at the offices of the Sheriff, Inanda Area 1, Verulam, at 12 Groom Street, Verulam, and at the offices of Thorpe & Hands, Suite 2522, 320 West Street, Durban, KwaZulu-Natal, during normal office hours.

Dated at Durban on this 31st day of January 2000.

Thorpe & Hands, Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref. Mr K. Walker/pi/08/N359/485.)

Case No. 9630/99

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

In the matter between BOE BANK LIMITED (formerly known as NBS BOLAND BANK LTD), Plaintiff, and MZIWOFUKA STEVEN RADEBE, Defendant

In pursuance of a judgment in the High Court of South Africa (Durban and Coast Local Division) dated 11 November 1999, the following immovable property belonging to the above-named Defendant, will be sold in execution on 3 March 2000 at 10:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder for cash, without reserve:

Erf 121, kwaMashu N, Registration Division FT, Durban Entity, situated in the Province of KwaZulu-Natal, in extent one thousand five hundred and sixty-seven (1 567) square metres, held under Deed of Grant TG9058/87KZ dated 23 September 1987.

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

1. The property is physically situated at Unit N 121, kwaMashu Township, kwaMashu.
2. The property is a block plastered under tile roof house with water and electricity facilities comprising three bedrooms, lounge, kitchen, bathroom, toilet burglar guards, wire fence and gate and single garage.
3. The sale shall be without reserve, and the property shall be sold subject to the conditions of sale and voetstoots to the highest bidder.
4. The purchaser shall pay 10% of the purchase price plus 5% Sheriff's commission on the conclusion of the sale and the balance plus interest at the Plaintiff's current lending rates on the transfer, to be secured by acceptable guarantees within 14 (fourteen) days of the sale.

5. The purchaser shall pay all amounts necessary to obtain transfer of the property including transfer costs and duties, rates, taxes and other charges within 7 (seven) days of request.

6. The conditions of sale may be inspected at the offices of the Sheriff, Inanda Area 1, Verulam, at 12 Groom Street, Verulam, and at the offices of Thorpe & Hands, Suite 2522, 320 West Street, Durban, KwaZulu-Natal, during normal office hours.

Dated at Durban on this 31st day of January 2000.

Thorpe & Hands, Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref. Mr K. Walker/pi/08/N359/486.)

Case No. 5315/98

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and SIVA MOODLEY, First Defendant, and
DEVANAH MOODLEY, Second Defendant**

In execution of a judgment granted by the above Honourable Court on 9 November 1998 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on 1 March 2000 at 10:00, to the highest bidder without reserve, namely:

Erf 23, Rustonjee, Registration Division FT, in the Queensburgh Entity, Province of KwaZulu-Natal, in extent 1 349 square metres, which property is physically situated at 7 Greenwich Crescent, Malvern, KwaZulu-Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T35415/97 dated 24 November 1997.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection of a brick under tile dwelling consisting of entrance hall, lounge, family room, three bedrooms, kitchen, two toilets/showers, scullery, garage, carport, gates and brick fencing. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown, and at the offices of David Gardyne & Partners, Eighth Floor, 78 Field Street, Durban.

Dated at Durban on this 27th day of January 2000.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/RD/GAL3714.)

Case No. 4053/95

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and SUMANTH DEEPNARAYAN, First Defendant, and
ALMA SEWPAL DEEPNARAYAN, Second Defendant**

In pursuance of a judgment granted on 16 February 1996 in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution without reserve to the highest bidder on 29 February 2000 at 10:00, at the Magistrate's Court, Justice Street, Chatsworth:

Description: A certain piece of land, being formerly described as Sub. 3307 (of 3198) of the farm Chat Seven No. 14780, situated in the City of Durban, Administrative District of Natal, in extent 209 square metres, now described as Portion 3307 (of 3198) of Erf 107, Chatsworth, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 209 square metres, held by the Defendants under Deed of Transfer T9096/92 dated 9 April 1992.

Postal address: Road 734, House 105, Montford, Chatsworth, KwaZulu-Natal.

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

Town-planning zoning: Special Residential.

Nothing is guaranteed in the above respects.

Material conditions:

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

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Chatsworth, at 12 Oak Avenue, Kharwastan, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 27th day of January 2000.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/RD/GAL2158.)

Case No. 22374/99

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

In the matter between BRAILSWOOD BODY CORPORATE, Plaintiff, and M. B. DLODLO, First Defendant, and M. M. DLODLO, Second Defendant

In pursuance of a judgment granted on the First Defendant on 11 May 1999 and the Second Defendant on 3 December 1999 in the Magistrate's Court of Durban, and under a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on Thursday, 2 March 2000 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban:

Description: A unit, consisting of Section 37, as shown and more fully described in Sectional Plan SS118/1984, in the scheme known as Brailswood, in respect of the land and building or buildings, situated in Carrington Heights, Durban, of which section the floor area, according to the said sectional plan is 55 (fifty-five) 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, and held under Deed of Transfer ST.9709/1998.

Physical address: 101 Brailswood, 112 Mountain Rise Road, Carrington Heights, 4001.

Improvements: Flat, consisting of one and a half bedrooms, floors carpeted, toilet and bathroom combined, lounge and dining-room combined and kitchen.

Nothing in the above is guaranteed.

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

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

Dated at Durban during 2000.

J. H. Nicolson, Stiller & Geshen, Plaintiff's Attorneys, 11th Floor, Fedsure House, 320 Smith Street, Durban. [Tel. (031) 304-9751.] (Ref. Mr G. C. Weston/ji/B18/9.)

Case No. 3426/98

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

In the matter between BOE BANK LIMITED, Execution Creditor, and THSETSO ISHMAEL LESIA, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 15 April 1998, the property listed hereunder will be sold in execution on 8 March 2000 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Site 160, KwaDabeka E, Registration Division FT, situated in the Inner West Council Area, Province of KwaZulu-Natal, in extent 484 (four hundred and eighty-four) square metres.

Postal address: E160 KwaDabeka Township, KwaZulu-Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A double storey concrete block and tiled roof dwelling, consisting of lounge/dining-room, kitchen, three bedrooms, bathroom, w.c., fitted carpets, vinyl flooring, fencing, gates, siteworks, canopy and paving slabs.

Vacant possession is not guaranteed.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown on this 2nd day of February 2000.

King & Associates Pinetown, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/dpr/02/N012/673.)

Case No. 9999/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between FIRSTRAND BANK LIMITED, formerly known as FIRST NATIONAL BANK OF SA LIMITED,
Plaintiff, and MARK ANTHONY MATTHEWS, Defendant**

In pursuance of a judgment of the High Court, Durban, dated 22 November 1999, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution by the Sheriff of the High Court, Pinetown, on 8 March 2000 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, without reserve:

Property description: Lot 227, Hillcrest Extension 6, situated in the Township of Hillcrest, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 800 (one thousand eight hundred) square metres, held under Deed of Transfer T24117/96, subject to the conditions therein contained.

Physical address of property: 1 Barron Road, Hillcrest.

Zoning: Special Residential.

Improvements (but nothing is guaranteed): A single-storey dwelling under tiled roof, consisting of three bedrooms, kitchen, dining-room, family room, lounge, bathroom, toilet and shower. Attached outbuilding comprising two bedrooms, kitchen, dining-room, family room, lounge, toilet and shower and two garages.

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

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

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

4. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs, including arrear and current rates, sewerage connection costs (if any), taxes, levies, payment of the value-added tax and other charges necessary to effect transfer on request by the said attorneys.

5. The full conditions of sale may be inspected at the offices of the Sheriff for the High Court, No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 25th day of January 2000.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. CSS/LP/15F4655A9.)

Case No. 486/99

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

In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Plaintiff, and IBRAHIM MAHOMED HOSEN, First Defendant, and MOGUNTIA SUPPLY STORE, Second Defendant,

In pursuance of a judgment granted in the Port Shepstone Magistrate's Court, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve in front of the Magistrate's Court, Harding, on Friday, 3 March 2000 at 10:00:

Property description: Subdivision 1 of Moguntia No. 7019, Izingolweni, Registration Division ET, situated in the Province of KwaZulu-Natal, in extent two comma nought one eight two (2,0182) hectares, and held under Deed of Transfer T48/1947.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance together with interest thereon on transfer, to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the sale which guarantee shall be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer, upon request by the Plaintiff's attorneys.
4. The full conditions of sale may be inspected at the office of either the Sheriff of the Magistrate's Court, Port Shepstone, or at the offices of the Plaintiff's attorneys.

Dated at Port Shepstone on this 31st day of January 2000.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. PJF/LG/K313.)

Case No. 82175/98

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

In the matter between THE COLLECTOR OF RATES, Execution Creditor, and A. S. NAZEER, First Execution Debtor, and R. E. NAZEER, Second Execution Debtor

The following immovable property will be sold voetstoots in execution to the highest bidder at Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban, on Thursday, 2 March 2000 at 10:00:

Property description: Portion 7 (of 1) of Erf 23, Amanzimtoti, Registration Division ET, situated in the Entity of Durban, Province of KwaZulu-Natal, in extent one thousand three hundred and forty-nine (1 349) square metres, held by them under and by virtue of Deed of Transfer T25004/1992 on 30 September 1992.

Physical address: 68 School Road, Amanzimtoti, 4126.

Improvements: Dwelling-house, consisting of brick and tile house, consisting of three bedrooms, main en suite with basin, shower and toilet, lounge, dining-room, kitchen, full bathroom with bath, toilet and basin, outside toilet, store-room, double garage, pool and fully fenced.

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

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

Case No. 3256/99

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and BRENDA CAROL EMMETT, First Execution Debtor, and MANUEL GARCIAS DA SILVA, Second Execution Debtor

In execution of a judgment granted by the above Honourable Court dated on 10 May 1999 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Durban South, 8th Floor, Maritime House, 1 Salmon Grove, Durban, on 9 March 2000 at 10:00, to the highest bidder without reserve, namely:

A unit consisting of—

(a) Section 3 as shown and more fully described on Sectional Plan SS80/1980 in the scheme known as Amandonia in respect of the land and building or buildings situated at Doonside, Local Authority of Kingsburgh, of which section the floor area, according to the said sectional plan is 73 (seventy-three) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, which property is physically situated at 103 Amandonia Flats, 25/27 Beach Road, Kingsburgh, KwaZulu-Natal, and which property is held by the above-named First Defendant under and by virtue of Deed of Transfer ST17176/96.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon house of brick under cement roof comprising of *Main house:* 2 bedrooms, bathroom with bath, basin and toilet, lounge and dining-room combined, kitchen with fitted cupboards (floors lino) and under cover parking.

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff of the High Court, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban on this 2nd day of February 2000.

Pearce Lister & Co., Execution Creditor's Attorneys, 8th Floor, Fedsure House, 320 Smith Street (Docex 49), Durban. (Ref. JDT/mg/11/U016/268.)

Case No. 8417/99

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and CHARLES DAVID BLOEM, First Execution Debtor, DESIREE MALINDA ELIZABETH BLOEM, Second Execution Debtor

In execution of a judgment granted by the above Honourable Court dated on 7 October 1999 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Durban South, 8th Floor, Maritime House, 1 Salmon Grove, Durban, on 9 March 2000 at 10:00, to the highest bidder without reserve, namely:

Lot 1941, Wentworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 012 (one thousand and twelve) square metres, subject to the conditions therein contained, which property is physically situated at 141 Dunville Road, Bluff, Durban, KwaZulu-Natal, and which property is held by the above-named Defendants under and by virtue of held under Deed of Transfer 29358/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon house of brick under tiled roof comprising of 4 bedrooms (main en-suite with bath, basin, shower and toilet), separate toilet (tiled floor), bathroom with bath and basin (tiled floor), lounge/dining-room, open plan (tiled floor), kitchen with fitted cupboards, separate servants toilet/shower, separate garage and undercover parking for 3 to 4 cars, a swimming pool and the property is fully fenced.

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban on this 2nd day of February 2000.

Pearce Lister & Co., Execution Creditor's Attorneys, Eighth Floor, Fedsure House, 320 Smith Street (Docex 49), Durban. (Ref. JDT/mg/11/U016/328.)

Case No. 2685/99

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and GLORIA BAILING, First Execution Debtor, NORMAN ALEXANDER HESLOP, Second Execution Debtor

In execution of a judgment granted by the above Honourable Court dated on 18 June 1999 in the above-name suit, the following property will be sold in execution by the Sheriff of the High Court, Durban North, on the front steps of the High Court, Masonic Grove, Durban, on 9 March 2000 at 12:00, to the highest bidder without reserve, namely:

A unit consisting of—

(a) Section 1 as shown more fully described on Sectional Plan SS179/86, in the scheme known as Trewhit in respect of the land and building or buildings situated at Durban of which section the floor area, according to the said sectional plan, is 113 (one hundred and thirteen) 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, which property is physically situated at 1 Trewhit, 5 Alcock Crescent, Berea, Durban, KwaZulu-Natal, and which property is held by the above-named First Defendant under and by virtue of Deed of Transfer ST3181/97.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon brick under tiled duplex comprising of *Downstairs:* Entrance hall, cellar, lounge (wooden), dining-room, kitchen (built-in-units), floors with marley tiles and half wall tiled. *Upstairs:* 3 bedrooms, 2 with built-in-cupboards and 1 with ceiling fan, shower, washbasin, half wall tiled, separate toilet, washbasin, floors with marley tiles and lock up garage.

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Durban North, Office and Salesroom, 15 Milne Street, Durban.

Dated at Durban during January 2000.

Pearce Lister & Co., Execution Creditor's Attorneys, Eighth Floor, Fedsure House, 320 Smith Street (Docex 49), Durban. (Ref. JDT/mg/11/U016/324.)

Case No. 8625/99

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and CECILIA MARIEANNA NOLTE, Execution Debtor

In execution of a judgment granted by the above Honourable Court dated on 13 October 1999 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Durban North, on the front steps of the High Court, Masonic Grove, Durban, on 9 March 2000 at 12:00, to the highest bidder without reserve, namely:

Sub 1 of Lot 383, Duikerfontein, situated in the City of Durban, Administrative District of Natal, in extent 1 011 (one thousand and eleven) square metres, subject to the conditions therein contained, which property is physically situated at 106 Girvan Avenue, Durban North, KwaZulu-Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T27159/87.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon brick under tiled building comprising of *Main building:* Front verandah, lock up garage, open plan lounge/dining-room, passage, 3 bedrooms (2 with cupboards) 1 fully tiled toilet, semi-tiled bathroom, fitted kitchen and laundry. *Servants' quarters:* Room and toilet with shower, swimming pool, pre-cast wall in front, side and rear of property.

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

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

Dated at Durban on this 28th day of January 2000.

Pearce Lister & Co., Execution Creditor's Attorneys, 8th Floor, Fedsure House, 320 Smith Street (Docex 49), Durban. (Ref. JDT/mg/11/U016/324.)

Case No. 1949/99

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

In the matter between BOE BANK LIMITED (formerly known as NBS BOLAND BANK LIMITED), Execution Creditor, and SAMSON MOOTHAL, First Execution Debtor, and PRESHILLA MOOTHAL, Second Execution Debtor

In pursuance of a judgment in the High Court dated 23 March 1999 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 6 March 2000 at 09:00, at the front entrance of Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Property description: Erf 18 Desainagar, Registration Division FU, situated in the north Local Council Area, Province of KwaZulu-Natal, in extent 1 022 (one thousand and twenty-two) square metres.

Physical address: 2 Threadneedle Street, Desainagar, Tongaat.

Improvements: Single storey brick under tile dwelling comprising of 4 bedrooms (tiled, 3 with bic & 1 with en-suite), lounge (tiled), kitchen (tiled, bic, hob & eye level oven), toilet & shower with tub combined, single garage, servants quarters comprising of room, toilet & shower, tarred driveway & burglar guards together with water and lights facilities.

Zoning: Residential area.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court Verulam, Inanda Area two, 1 Trevennen Road, Lotsville, Verulam.

Dated at Durban on this 28th day of January 2000.

R. Maharaj and Company, Plaintiff's Attorneys, Suite 6, Daddy's Centre, 2588 Pelican Drive, Bayview, Chatsworth. (Ref. SM4837/135/vm.)

Case No. 7781/99

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

In the matter between BOE BANK LIMITED (formerly known as NBS BOLAND BANK LTD), Execution Creditor, and JAGATHALAPRATHABAN NAIDOO, First Execution Debtor, and MANSUVANI NAIDOO, Second Execution Debtor

In pursuance of a judgment in the High Court dated 30 November 1999 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution, on 2 March 2000 at 10:00, at 8th Floor, Maritime House, 1 Salmon Grove, Durban, to the highest bidder:

Sectional unit description:

(a) Section 2 as shown and more fully described on Sectional Plan SS430/93 in the scheme known as Lake View in respect of land and building or buildings situated at Isipingo Beach, Local Authority Area of Isipingo of which the floor area, according to the said plan, is 67 (sixty-seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Title Deed of Transfer ST11837/94.

Physical address: 1 First Avenue, Isipingo Beach, Isipingo.

Improvements: Flat of brick with two bedrooms, bathroom with bath, basin, shower & toilet (tiled floor), lounge/dining-room combined (parquet floor), kitchen with fitted cupboards (marley tiles), together with water and lights facilities.

Zoning: Residential Area. Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban South, 101 Lejaton, 40 St Georges Street, Durban.

Dated at Durban on this 24th day of January 2000.

R. Maharaj and Company, Plaintiff's Attorneys, Suite 6, Daddy's Centre, 258 Pelican Drive, Bayview, Chatsworth. (Ref. SM 4837/159/vm.)

Case No. 626/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORP. LTD, Plaintiff, and MAMO ETHEL MASONDO, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 8 March 2000 at 10:00, at 70 Main Street, Eshowe:

1. (a) *Deeds office description:* Site 2261, Sundumbili B, Registration Division FU, situated in the Mandini Transitional Local Council Area, Province of KwaZulu-Natal, in extent 337 (three hundred and thirty-seven) square metres.

(b) *Property description* (not warranted to be correct): Brick under asbestos roof dwelling comprising of lounge, kitchen, bedroom, bathroom/shower/toilet combined. The property is fully electrified and on main sewerage. The property is zoned residential.

2. The conditions of sale may be inspected at the Sheriff's Office, 70 Main Street, Eshowe.

Truter James De Ridder Inc., Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. HDR/aeh/760/99-05/k150/760.)

Case No. 648/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORP. LTD, Plaintiff, and
AMOSSE JOHANE LANGA, Defendant**

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 8 March 2000 at 10:00, at 70 Main Street, Eshowe:

1. (a) *Deeds office description*: Site 1472, Sundumbili B, Registration Division FU, situated in the Mandini Transitional Local Council Area, Province of KwaZulu-Natal, in extent 379 (three hundred and seventy-nine) square metres.

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

2. The conditions of sale may be inspected at the Sheriff's Office, 70 Main Street, Eshowe.

Truter James De Ridder Inc., Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. HDR/aeh/765/99-05/k150/020.)

Case No. 53/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
ANNA GCINILE DUBAZANE, Defendant**

In pursuance of a judgment granted in the above Honourable Court and a warrant of execution, the undermentioned property will be sold in execution on Friday, 3 March 2000 at 09:30, in front of the Magistrate's Court, Ezakheni:

Unit 2051, Ezakheni D, in extent 200 square metres, situated in the Administrative District of KwaZulu-Natal, held under Registered Deed of Grant of No. G002478/92.

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

Zoning: Residential.

Improvements: A brick dwelling under a tile roof, electrified, comprising of two rooms and a bathroom.

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

1. The property shall be sold by the Sheriff of Ladysmith on 3 March 2000 at 09:30, at the Magistrate's Court, Ezakheni.
 2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
 3. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
 4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoets.
 5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorneys, or the Sheriff of Ladysmith.
- Dated at Ladysmith on this 26th day of January 2000.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKH228.)

Case No. 105/98

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
MANUZE ALPHEUS JULA, Defendant**

In pursuance of a judgment granted in the above Honourable Court and a warrant of execution, the undermentioned property will be sold in execution on Friday, 3 March 2000 at 09:30, in front of the Magistrate's Court, Ezakheni:

Unit 1724, Ezakheni C, in extent 300 square metres, situated in the Administrative District of KwaZulu-Natal, held under Registered Deed of Grant of No. TG366/1982KZ.

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

Zoning: Residential.

Improvements: A block dwelling under an asbestos roof comprising of lounge, kitchen and four bedrooms.

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

1. The property shall be sold by the Sheriff of Ladysmith on 3 March 2000 at 09:30, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorneys, or the Sheriff of Ladysmith.

Dated at Ladysmith on this 26th day of January 2000.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKH166.)

Case No. 46/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
JABULILE SIBONGILE MGAGULA, Defendant**

In pursuance of a judgment granted in the above Honourable Court and a warrant of execution, the undermentioned property will be sold in execution on Friday, 3 March 2000 at 09:30, in front of the Magistrate's Court, Ezakheni:

Unit 1028, Ezakheni E; in extent 450 square metres, situated in the Administrative District of KwaZulu-Natal, held under Registered Deed of Grant of No. G001515/90.

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

Zoning: Residential.

Improvements: A block dwelling under a iron roof, comprising of lounge, kitchen, bedroom and bathroom.

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

1. The property shall be sold by the Sheriff of Ladysmith on 3 March 2000 at 09:30, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorneys, or the Sheriff of Ladysmith.

Dated at Ladysmith on this 26th day of January 2000.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKH233.)

Case No. 1793/91

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

**In the matter between NEDPERM BANK LIMITED, Plaintiff, and
6854 SIRIPUT INVESTMENTS CC, Defendant**

In pursuance of judgment in the above action, immovable property listed hereunder shall be sold in execution to the highest bidder on 1 March 2000 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

Description: Portion 1 of Erf 321, Atholl Heights (Extension 3), Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 5 192 square metres, held by Deed of Transfer T9337/90KZ.

Physical address: 15 A Killian Road, Westville.

Improvements: Townhouse single level brick dwelling under tile, comprising four bedrooms, two and a half bathrooms, lounge, kitchen, servants' quarters and concrete driveway.

1. The property and the improvements thereon are sold voetstoots and without any warranties.
 2. The purchaser shall pay 10% of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.
 3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at Dickinson & Theunissen.
- Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

Case No. 715/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and L. S. ZONDI, First Defendant, and
N. C. ZONDI, Second Defendant**

In pursuance of judgment in the above action immovable property listed hereunder shall be sold in execution to the highest bidder on 3 March 2000 at 11:00, at the Sheriff's Salesroom, Bouchers Farm, estimated 6 km from Cato Ridge on the Old Main Road, between Cato Ridge and Inchanga, situated between Sandop and Inchanga Country Village. sign board reads Boucher Farm, Sheriff's Office:

Description: Site 1241, Mpumalanga C, Registration Division FT, situated in the Outer West Local Council Area, Province of KwaZulu-Natal, in extent 452,9 square metres, as shown on General Plan BA37/1971, held by Deed of Grant G1085/10 KZ.

Physical address: Unit C 1241 Mpumalanga Township.

Improvements: Brick under tile consisting of three bedrooms, two bathrooms, lounge, dining-room, family room and kitchen.

1. The property and the improvements thereon are sold voetstoots and without any warranties.
 2. The purchaser shall pay 10% of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.
 3. The full conditions may be inspected at the office of the Sheriff Camperdown or at Dickinson & Theunissen.
- Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, 1 Simpson Place, Sunnyside Lane, Pinetown.

Case No. 2047/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between ESKOM FINANCE COMPANY (PTY) LIMITED, Plaintiff, and
TAMSANQA WELLINGTON MAZINGISA, Defendant**

Take notice that in execution of a judgment by default in the above Court, a sale in execution, will be held by the Sheriff of the High Court, Kokstad, on the front steps, Magistrate's Court, Barker Street, Kokstad, on Wednesday, 8 March 2000 at 10:30, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Erf 233, Bhongweni, Registration Division ES, in the Kokstad Transitional Local Council Area, Province of KwaZulu-Natal, in extent 238 (two hundred and thirty-eight) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL870/92.

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

1. *The property's physical address is:* Erf 233, Bhongweni, Mafakeng Lane, Bhongweni Township, Kokstad.
2. *The improvements consists of:* A single-storey freestanding dwelling constructed of brick under slate consisting of a lounge, three bedrooms, kitchen, bathroom and toilet.
3. The town-planning zoning of the property is Special Residential.

The full conditions of sale may be inspected at the office of the Sheriff of the High Court, 71 Hope Street, Kokstad, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on this 28th day of January 2000.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26E0137/99.)

Case No. 605/98

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
BRUCE ALEXANDER GORDON, Defendant**

Take notice that in execution of a judgment by default in the above Court, a sale in execution, will be held by the Sheriff of the High Court, New Hanover, at Magistrate's Court, New Hanover, on Thursday, 2 March 2000 at 11:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Portion 42 (f 4) of the farm New Hanover 10076, Registration Division FT, situated in the New Hanover Transitional Local Council Area, Province of KwaZulu-Natal, in extent 4 060 (four thousand and sixty) square metres, held by the Defendant under Deed of Transfer T28183/95.

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

1. *The property's physical address is:* Portion 42 (of 4) of the farm New Hanover 10076.

2. *The improvements consists of:* A dwelling constructed of brick under tile consisting of a lounge, dining-room, kitchen, a bedroom with en-suite shower and toilet, a second bedroom, bathroom and an outbuilding constructed of brick under corrugated iron consisting of servants' quarters, shower, toilet and store-room/workshop.

3. The town-planning zoning of the property is Residential.

The full conditions of sale may be inspected at the office of the Sheriff of the High Court, New Hanover, at 2 Ross Street, Dalton, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on this 2nd day of February 2000.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg (Ref. R. Stuart-Hill/ba/26S0716/97.)

Case No. 8630/99

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

BOE BANK LIMITED versus VENAY RHADNCHUND and NIVASHA RHADACHUND

The following property will be sold voetstoots in execution on the steps of the High Court, Masonic Grove, Durban, on 2 March 2000 at 12:00:

(a) Section 10, as shown and more fully described on Sectional Plan SS227/97, in the scheme known as Villa Dor, in respect of the land and building or buildings situated at Durban, of which section the floor area, according to the said sectional plan, is 66 square metres in extent; and

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

Postal address: Flat 10, Villa Dor, 362/376 New Germany Road, Reservoir Hills.

Improvements: A flat consisting of lounge/dining-room (combined), kitchen, two bedrooms, shower and toilet.

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

Dated at Berea on this 31st day of January 2000.

Meumann White, Plaintiff's Attorneys, Second Floor, Wakefield House, 150 Essenwood Road, Berea. (Ref. MCD/VDG/LG/068234.)

Case No. 9/97

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
ARTHUR JOHN VAN BILJON, Defendant**

In execution of a judgment of the High Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendant, will be sold in execution on 2 March 2000 at 11:00, by the Sheriff of the High Court at front steps, Magistrate's Court, Empangeni, to the highest bidder, without reserve:

Lot 2756, Empangeni Extension 23, situated in the Borough of Empangeni, Administrative District of Natal, in extent 751 (seven hundred and fifty-one) square metres, held under Deed of Transfer T25912/90.

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

1. The property is situated at 70 Gemini Drive, Empangeni, KwaZulu-Natal.
2. The property has been improved by the construction thereon of a dwelling consisting of three bedrooms, lounge, dining-room, kitchen, laundry and two bathrooms/w.c. and an outbuilding consisting of garage and bathroom.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of the Austen Smith, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg on this 1st day of February 2000.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. P. R. J. Dewes/rm/N2/S0416/B7.)

Case No. 1436/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORP. LTD, Plaintiff, and
ERNEST NDLOVU, Defendant**

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 8 March 2000 at 10:00, at 70 Main Street, Eshowe:

1. (a) *Deeds office description*: Site 1372, Sundumbili B, Registration Division FU, situated in the Mandini Transitional Local Council Area, Province of KwaZulu-Natal, in extent 300 (three hundred) square metres.
 1. (b) *Property description* (not warranted to be correct): Block under asbestos roof dwelling comprising lounge, kitchen, two bedrooms, bathroom/toilet combined. The property is fully electrified and on main sewerage. The property is zoned Residential.
 2. The conditions of sale may be inspected at the Sheriff's Office, 70 Main Street, Eshowe.
- Truter James De Ridder Inc., Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. HDR/aeh/838/99-05/k150/838.)

Case No. 628/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORP. LTD, Plaintiff, and
THULISIWE BARBARA GUMEDE, Defendant**

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 8 March 2000 at 10:00, at 70 Main Street, Eshowe:

1. (a) *Deeds office description*: Site 1636, Sundumbili B, Registration Division FU, situated in the Mandini Transitional Local Council Area, Province of KwaZulu-Natal, in extent 498 (four hundred and ninety-eight) square metres.
 1. (b) *Property description* (not warranted to be correct): Brick under asbestos roof building consisting of office, pantry, store-room and room. *Outbuildings*: Lock-up carport. The property is fully electrified and on main sewerage. The property is zoned Residential.
 2. The conditions of sale may be inspected at the Sheriff's Office, 70 Main Street, Eshowe.
- Truter James De Ridder Inc., Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. HDR/aeh/763/99-05/k150/763.)

Case No. 625/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORP. LTD, Plaintiff, and
THEMBISILE BEAUTY NSELE, Defendant**

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 8 March 2000 at 10:00, at Sheriff's Office, 70 Main Street, Eshowe:

1. (a) *Deeds office description*: Ownership Unit 2516, Sundumbili B, Registration Division FT, situated in the Mandini Transitional Local Council Area, Province of KwaZulu-Natal, in extent 255 (two hundred and fifty-five) square metres.

1. (b) *Property description* (not warranted to be correct): Dwelling comprising lounge, two bedrooms, kitchen, bathroom/toilet combined and bedroom (partially built). The property is fully electrified and on main sewerage. The property is zoned Residential.

2. The conditions of sale may be inspected at the Sheriff's Office, 70 Main Street, Eshowe.

Truter James De Ridder Inc., Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. HDR/Avril/759/99/05K150/759.)

Case No. 653/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORP. LTD, Plaintiff, and
MUSA AGRIPPA MABASO, Defendant**

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 8 March 2000 at 10:00, at Sheriff's Office, 70 Main Street, Eshowe:

1. (a) *Deeds office description*: Ownership Unit 708, Sundumbili A, Registration Division FU, situated in the Mandini Transitional Local Council Area, Province of KwaZulu-Natal, in extent 789.7 (seven hundred and eighty-nine point seven) square metres.

1. (b) *Property description* (not warranted to be correct): Brick under corrugated iron dwelling comprising lounge/dining-room, three bedrooms, kitchen, bathroom/toilet combined. Outbuildings comprising seven rooms. The property is fully electrified and on main sewerage. The property is zoned Residential.

2. The conditions of sale may be inspected at the Sheriff's Office, 70 Main Street, Eshowe.

Truter James De Ridder Inc., Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. HDR/Avril/754/99/05K150/754.)

Case No. 10368/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between BOE BANK LIMITED (formerly known as NBS BOLAND BANK LTD), Plaintiff and
BRAGGIE PHILLIPS, Defendant**

In pursuance of a judgment in the High Court of South Africa (Durban and Coast Local Division), dated 17 December 1999, the following immovable property belonging to the above-named Defendant, will be sold in execution on 2 March 2000 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, to the highest bidder for cash, without reserve:

A unit consisting of:

(a) Section 19, as shown and more fully described on Sectional Plan SS351/91, in the scheme known as Idawill Court in respect of the land and building or buildings at Durban, of which section the floor area according to the said sectional plan, is 44 (forty four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST3675/94.

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

1. The property is physically situated at 16 Idawill Court, Shearer Road, Durban.

2. The property is a bachelor flat with parquet floors consisting of room incorporating bathroom, toilet and kitchen (built in cupboards), ceiling fan, balcony enclosed and security gate.

3. The sale shall be without reserve and the property shall be sold subject to the conditions of sale and voetstoots to the highest bidder.

4. The purchaser shall pay 10% of the purchase price plus 5% Sheriff's commission on the first R30 000 of the purchase price and 3% on the balance with a maximum of R7 000 and a minimum of R260 on the conclusion of the sale and the balance plus interest at the Plaintiff's current lending rates on the transfer, to be secured by acceptable guarantees within 14 (fourteen) days of the sale.

5. The Purchaser shall pay all amounts necessary to obtain transfer of the property including transfer costs and duties, rates, taxes and other charges within 7 (seven) days of request.

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

Dated at Durban on this 1st day of February 2000.

Thorpe & Hands, Plaintiff's Attorneys, Suite 2522, 320 West Street, Durban. (Ref. Mr K. Walker/pi/08/N359/504.)

Case No. 9134/99

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and MARTIN JOHN BRITZ, First Defendant, and JANE CHERLYENE BRITZ, Second Defendant

In pursuance of a judgment granted on 10 November 1999 in the above Court, and a writ of execution issued hereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 2 March 2000 at 11:00, at the steps of the Magistrate's Court, Empangeni:

1. (a) *Description*: Lot 4007, Empangeni, Extension 25, situated in the Borough of Empangeni, Administrative District of Natal, measuring 918 (nine hundred and eighteen) square metres in extent.

(b) *Street address*: 51 Louis Botha Avenue, Empangeni.

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

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

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

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

Dated at Richards Bay on this 25th day of January 2000.

Kloppers Incorporated, First Floor, Partridge Place, Richards Bay (P.O. Box 1659), Richards Bay. (Ref. Mr Kloppers/dw/08/S003/008.

Case No. 3957/99

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

In the matter between TRANSNET LIMITED, trading as TRANSNET HOUSING, Execution Creditor, and THEUNIS CHRISTOFFEL SMIT, First Execution Debtor, and TERSIA SMIT, Second Execution Debtor

Kindly take notice that pursuant to a judgment granted on 23 June 1999, in the Empangeni Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 2 March 2000 at 11:00 at the front steps, Magistrate's Court, Empangeni, to the highest bidder, namely:

Erf 630, Empangeni (Extension 13), situated in the Empangeni-Ngwelezane Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 302 (one thousand three hundred and two) square metres, held under Deed of Transfer 36960/1997.

Physical address: 36 Moberley Road, Empangeni, 3880.

The following information is furnished but not guaranteed: A dwelling consisting of three bedrooms, dining-room, lounge, kitchen, bathroom with toilet, garage, servants' quarters with bathroom and toilet. The nature, extent, condition and existence of the sale will lie for inspection at the offices of the Sheriff of the Court, 12 Union Street, First Floor, Davidson's Chambers, Empangeni and contain *inter alia* the following provisions:

1. Ten percent of the purchase price on the date of sale.

2. Balance of the purchase price plus interest to be guaranteed within 21 (twenty-one) days after the date of sale.

3. Possession subject to any lease agreement.

Dated at Durban on this 2nd day of February 2000.

M. P. Maphumulo & Partners, 310 Union Club Building, 353 Smith Street, Durban. (Ref. Colls/SP/TRS.2.) C/o Mngadi & Partners, Shop 3, Loftheim Building, 50 Old Main Road, Empangeni.

Case No. 10702/98

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

In the matter between TRANSNET LIMITED, trading as TRANSNET HOUSING, Execution Creditor, and DAVID SCHALK VILJOEN, First Execution Debtor, and MARTHA MAGDALENA VILJOEN, Second Execution Debtor

Kindly take notice that pursuant to a judgment granted on 6 April 1999, in the Empangeni Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 2 March 2000 at 11:00 at the front steps, Magistrate's Court, Empangeni, to the highest bidder, namely:

Erf 698, Empangeni Extension 13, situated in the Empangeni-Ngwelezane Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 012 (one thousand and twelve) square metres, held under Deed of Transfer 26700/93.

Physical address: 14 Schweitzer Crescent, Empangeni, 3880.

The following information is furnished but not guaranteed: A brick under tile dwelling consisting of three bedrooms, bathroom with toilet, lounge room, kitchen, swimming-pool and single garage. *Bachelor flat:* Bedroom with bathroom and toilet. The nature, extent, condition and existence of the sale will lie for inspection at the offices of the Sheriff of the Court, First Floor, Davidson's Chambers, 12 Union Street, Empangeni, and contain *inter alia* the following provisions:

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

Dated at Durban on this 2nd day of February 2000.

M. P. Maphumulo & Partners, 310 Union Club Building, 353 Smith Street, Durban. (Ref. Colls/SP/TRV.3.) C/o Mngadi & Partners, Shop 3, Loftheim Building, 50 Old Main Road, Empangeni.

Case No. 35654/97

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

In the matter between ABDUL RAHAMAN SHAIK AMEER, First Execution Creditor, and BUDHRUN NISI BEE SHAIK AMEER, Second Execution Creditor, and HEMRAJ BAIJNATH, First Execution Debtor, and PREMILA BAIJNATH, Second Execution Debtor

In pursuance of a judgment granted on 1 August 1997, in the Magistrate's Court, Durban, a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by public auction, to the highest bidder for cash by the Sheriff of the Magistrate's Court, Inanda—District Two, Verulam, in front of the Magistrate's Court, Verulam, Moss Street, Verulam, on 6 March 2000 at 09:00 or soon thereafter as possible:

Address of dwelling: 69 Stagcastle Place, Newlands West, Durban.

Description: Erf 1105, Castlehill, Registration Division FT, situated in the Entity of Durban, Province of KwaZulu-Natal, in extent 284 square metres.

Improvements: Single-storey brick under tile dwelling comprising main bedroom (tiled, b.i.c.), two other bedrooms (tiled, one with b.i.c.), lounge (tiled), kitchen (tiled), toilet (tiled), bathroom (tiled, tub and basin) and burglar guards.

Material conditions:

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

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda—District Two, Verulam.

Dated at Durban this 2nd day of February 2000.

J. N. Singh, Seedat & Company, Execution Creditors' Attorneys, First Floor, 10/12 Corner House, corner of Cross and Prince Edward Streets, Durban. [Tel. (031) 306-2361/2.] [Fax (031) 305-3623.] (Ref. Mr M. Seedat/A/373.)

Case No. 649/97

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

In the matter between DHANPAL CHETTY, Plaintiff, and G. RAMJATHAN, Defendant

In execution of a judgment of the Magistrate's Court in the above matter and a writ of execution dated 28 October 1999, a sale by public auction will be held by the Sheriff of the Magistrate's Court outside the front entrance of the Chatsworth Magistrate's Court, Justice Street, Chatsworth, on 29 February 2000 at 10:00, of the undermentioned property owned by the Defendant, upon conditions which may be inspected at the office of the Sheriff of the Magistrate's Court, Chatsworth, 12 Oak Avenue, Kharwastan, and which will be read out by him for the sale of:

Erf 2184, Shallcross Extension 2, Registration Division FT, situated in the Inner West Local Council, Province of KwaZulu-Natal, in extent 997 square metres, which is held by the Defendant under Deed of Transfer T13093/1987, on 7 December 1987.

Postal address: 144 Harinagar Drive, Harinagar Township, Chatsworth.

Improvements: Brick under tile roof dwelling, comprising three bedrooms, lounge, kitchen with b.i.c., dining-room, bathroom/toilet. Outbuilding comprising of room and toilet/shower.

The following information is furnished, although nothing in respect thereof is guaranteed:

Terms: A cash deposit of ten per centum (10%) of the purchase price together with the auctioneer's commission to be paid immediately after the sale is concluded. Balance of the purchase price against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court, Chatsworth, within thirty (30) days of date of sale.

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

Dated at Durban on this 24th day of January 2000.

S. Manikam & Associates, Execution Creditor's Attorneys, First Floor, Vareco House, Masonic Grove, Durban.

Case No. 36/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between GBS MUTUAL BANK, Plaintiff, and FRANS MICHIEL DE LEUR, Defendant

In pursuance of a judgment of the High Court, Durban, dated 20 July 1999 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of the High Court, Pinetown, on 8 March 2000 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, without reserve:

Property description:

1. A unit, consisting of section 167, as shown and more fully described on Sectional Plan SS233/1983, in the scheme known as Birches, in respect of the land and building or buildings, situated at Pinetown, of which the floor area, according to the sectional plan is 83 (eighty-three) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST4592/96.

2. An exclusive use area described as parking bay marked P326, measuring 16 (sixteen) square metres, comprising part of the common property in the scheme known as Birches, situated at the Borough of Pinetown, as shown on sheet 145 and more fully described on Sectional Plan SS233/1983, held under Notarial Deed of Cession SK778/96, subject to the terms and conditions contained therein.

Physical address of property: 5 Sunny Birches, Paradise Valley, Pinetown.

Zoning: Special Residential.

Improvements (but nothing is guaranteed): The property consists of a ground floor flat and a parking bay under cover.

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

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

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

4. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies, payment of the value-added tax and other charges necessary to effect transfer on request by the said attorneys.

5. The full conditions of sale may be inspected at the offices of the Sheriff for the High Court, 2 Samkit Centre, 62 Caversham Road, Pinetown.

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

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. CSS/LP/32D5153A8.)

Case No. 10012/97

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

In the matter between NBS BOLAND BANK LIMITED, formerly known as NBS BANK LTD, Plaintiff, and WAYNON INVESTMENTS (PROPRIETARY) LIMITED, First Defendant, and PRAGALATHAN LOGANATHAN PADAYACHEE, Second Defendant, and ANJIE PADAYACHEE, Third Defendant

In pursuance of a judgment in the High Court of South Africa (Durban and Coast Local Division) dated 9 February 1998, the following immovable property belonging to the above-named First Defendant, will be sold in execution on 2 March 2000 at 10:00, at Eighth Floor, Maritime House, Salmon Grove No. 1, Durban, to the highest bidder for cash, without reserve:

Lot 23, Parukville, situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 934 (nine hundred and thirty-four) square metres, held by Deed of Transfer T37357/96.

The following information relating to the property is furnished, but not guaranteed in anyway:

1. The property is physically situated at 17 Thie Road, Isipingo Rail.

2. *Improvements*: The property is a four-storey building, consisting of shops and flats. The building is divided into 10 units. Eight of the units each have a lounge/dining-room, kitchen, bedroom, bathroom, toilet and a balcony. The remaining two units each have a lounge/dining-room, kitchen, two bedrooms, bathroom, toilet and a balcony. *Outbuildings*: Nine garages, two stores, eight toilets, change room and d/room. *Other improvements*: Drive, ramp and bridge, paving.

3. The sale shall be without reserve, and the property shall be sold subject to the conditions of sale and voetstoots to the highest bidder.

4. The purchaser shall pay 10% of the purchase price plus 5% Sheriff's commission on the first R30 000 of the purchase price and 3% on the balance with a maximum of R7 000 and a minimum of R260 on the conclusion of the sale and the balance plus interest at the Plaintiff's current lending rates on the transfer, to be secured by acceptable guarantees within 14 (fourteen) days of the sale.

5. The purchaser shall pay all amounts necessary to obtain transfer of the property including transfer costs and duties, rates, taxes and other charges within 7 (seven) days of request.

6. The conditions of sale may be inspected at the offices of the Sheriff, Durban South, 101 Lejaton, 40 St George's Street, Durban, and at the offices of Thorpe & Hands, Suite 2522, 320 West Street, Durban, KwaZulu-Natal, during normal office hours.

Dated at Durban on this 2nd day of February 2000.

Thorpe & Hands, Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref. Mr K. Walker/pi/08/N359/145.)

Case No. 455/98

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

**In the matter between ERNEST MLUMENI SHOBA, Judgment Creditor, and
NHLANHLAYAKHE MDABE, Judgment Debtor**

In execution of a judgment of the Magistrate's Court for the District of Umlazi, in the above matter, a sale will be held at the front steps, Magistrate's Court, Empangeni, on 2 March 2000 at 11:00, of the undermentioned property of the Execution Debtor:

Property description: Site A339, in extent 846 (eight hundred and forty-six) square metres, as shown on General Plan BA86/1971, situated in the Township of Nseleni, District of Enseleni.

Physical address: A339 Nseleni Township.

Improvements: Brick under asbestos roofing dwelling, consisting of two bedrooms, lounge room, bathroom with toilet, kitchen, electricity and fenced.

Town-planning zoning: Residential.

Material conditions and terms:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 21 (twenty-one) days after the date of sale, to be approved by the Execution Creditor's attorneys.
3. Payment of value-added tax which may be applicable in terms of Act No. 89 of 1991, shall be borne by the purchaser.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys. The Court Sheriff shall not be obliged to point out any boundaries, pegs or beacons in respect of the property.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Lower Umfolozi Davidson Chambers, Union Street, Empangeni.

Dated at Durban on this 31st day of January 2000.

H. T. N. Gumede & Company, Judgment Creditor's Attorneys, 207 Queen City, 54 Queen Street, Durban. (Docex 17), Parry Road Exchange. (Ref. VMM/nsn/D165.)

Case No. 1476/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and JAICHAND HARICHAND, First Defendant, and MONA HARICHAND, Second Defendant

In pursuance of a judgment granted in the above Honourable Court and a warrant of execution, the undermentioned property will be sold in execution on Friday, 3 March 2000 at 11:00, in front of the Magistrate's Court, Estcourt:

Lot 2907 (56 Hibiscus Road), Estcourt Extension 18, in extent 391 square metres, situated in the Borough of Estcourt, Administrative District of KwaZulu-Natal, held under Deed of Transfer T24732/88.

Zoning: Residential.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed: *Improvements:* Brick under tile. Main building: Lounge, dining-room, three bedrooms, kitchen and bathroom with toilet. *Outbuilding:* Lockup garage.

Material conditions:

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

1. The property shall be sold by the Sheriff of Estcourt on 3 March 2000 at 11:00, at the Magistrate's Court, Estcourt.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Estcourt.

Dated at Ladysmith on this 24th day of January 2000.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/avn/CTB292.)

Case No. 666/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD, formerly known as KWAZULU FINANCE & INVESTMENT CORPORATION LTD), Plaintiff, and NKOSINATHI WISEMAN NGWENYA, Defendant

In pursuance of a judgment granted on 30 September 1999 in the above Court, and writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 16 March 2000 at 10:00, at the Magistrate's Office, Reinholdt Street, Melmoth:

1. (a) *Deeds office description*: Ownership Unit A157, in extent 338 (three hundred and thirty-eight) square metres, situated in the Township of Ulundi, District of Mahlabathini County, Zululand.

(b) *Street address*: A 157, Ulundi Township, Mahlabathini.

(c) *Improvements* (not warranted to be correct): Bricks under tile roofing, consisting of three bedrooms, dining-room, kitchen and bathroom with toilet. Fully electrified.

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

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Mahlabathini, Reinholdt Street, Melmoth.

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

Dated at Empangeni on this 4th day of February 2000.

Ngwenya & Zwane, No. 5 Hospital Road, Empangeni, 3880. [Tel. (035) 792-4450/1.] [Fax (035) 792-4442.] (Ref. IT. 522/99.)

Case No. 613/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD (formerly known as KWAZULU FINANCE & INVESTMENT CORPORATION LTD), Plaintiff, and SIMPHIWE H. MHLONGO, Defendant

In pursuance of a judgment granted on 13 July 1999 in the above Court and writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 8 March 2000 at 10:00, at the Sheriff's Office, 70 Main Street, Eshowe:

1. (a) *Deeds office description*: Ownership Dom-Lot. 1195 (60 Pearson Avenue), in extent 1 350 (one thousand three hundred and fifty) square metres, situated in the Eshowe Transitional Local Council Area, District of Inkanyezi County, Zululand.

(b) *Street address*: Dom-Lot. 1195 (60 Pearson Avenue), Ext. 19, Eshowe.

(c) *Improvements* (not warranted to be correct): Brick under tile roofing consisting of lounge, dining-room, open-plan kitchen, en-suite bathroom/shower and toilet, bathroom/toilet combined and fully electrified. *Outbuildings*: Garage.

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

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 70 Main Street, Eshowe.

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

Dated at Empangeni on this 4th day of February 2000.

Ngwenya & Zwane, No. 5 Hospital Road, Empangeni, 3880. [Tel. (035) 792-4450/1.] [Fax (035) 792-4442.] (Ref. TBM450/99.)

Case No. 4363/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD (formerly known as KWAZULU FINANCE & INVESTMENT CORPORATION LTD), Plaintiff, and PHUMULANI BHEKISISA NXUMALO, Defendant

In pursuance of a judgment granted on 25 June 1999 in the above Court and writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 2 March 2000 at 11:00, at the front steps, Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: Ownership Unit B888, in extent 375,00 (three hundred and seventy-five comma zero zero) square metres, situated in the Township of Ngwelezane, District of Lower Umfolozi, County Zululand.

(b) *Street address*: B88, Ngwelezane Township, Lower Umfolozi.

(c) *Improvements*: Brick under tile roofing consisting of three bedrooms, kitchen, dining-room, bathroom with toilet, fully electrified and fenced (not warranted to be correct).

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

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

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

Dated at Empangeni on this 31st day of January 2000.

Ngwenya & Zwane, No. 5 Hospital Road, Empangeni, 3880. [Tel. (035) 792-4450/1.] (Ref. KPN492/99.)

Case No. 505/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD (formerly known as KWAZULU FINANCE & INVESTMENT CORPORATION LTD), Plaintiff, and BRENDON T. MLABA, Defendant

In pursuance of a judgment granted on 13 July 1999 in the above Court and writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 8 March 2000 at 10:00, at the Sheriff's Office, 70 Main Street, Eshowe:

1. (a) *Deeds office description*: Ownership Unit A 1078, in extent 431 (four hundred and thirty-one) square metres, situated in the Township of Gezinsila, District of Inkanyezi, County Zululand.

(b) *Street address*: A 1078, Gezinsila Township, Eshowe.

(c) *Improvements* (not warranted to be correct): Brick under tile roofing consisting of two bedrooms, lounge room, open-plan kitchen, bathroom/toilet combined and fully electrified.

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

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 70 Main Street, Eshowe.

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

Dated at Empangeni on this 4th day of February 2000.

Ngwenya & Zwane, No. 5 Hospital Road, Empangeni. [Tel. (035) 792-4450/1.] [Fax (035) 792-4442.] (Ref. KPN464/99.)

Case No. 1064/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Plaintiff, and PLHIWINHLANHLA MHLONGO, Defendant

In pursuance of a judgment granted on 29 October 1999, in the above Court and writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 14 March 2000 at 09:00, in front of the Magistrate's Court Building, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit No. 2552 J, in extent 338,00 (three hundred and thirty-eight comma zero zero) square metres, situated in the Township of Esikhawini, District of Ongoye, County Zululand.

(b) *Street address*: J 2552, Esikhawini Township, Ongoye.

(c) *Improvements* (not warranted to be correct): Brick under asbestos roofing consisting of three bedrooms, dining-room, kitchen, bathroom with toilet and fully electrified.

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

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

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

Dated at Empangeni on this 4th day of February 2000.

Ngwenya & Zwane, No. 5 Hospital Road, Empangeni, 3880. [Tel. (035) 792-4450/1.] [Fax (035) 792-4442.] (Ref. IT525/99.)

Case No. 1063/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD (formerly known as KWAZULU FINANCE & INVESTMENT CORPORATION LTD), Plaintiff, and MLUMBENI MDLETSHE, Defendant

In pursuance of a judgment granted on 29 October 1999 in the above Court and writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 14 March 2000 at 09:00, in front of the Magistrate's Court Building, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit H 3895, in extent 499 (four hundred and forty-nine) square metres situated in the Township of Esikhawini, District of Mtunzini, County Zululand.

(b) *Street address*: H 3895, Esikhawini Township, Mtunzini.

(c) *Improvements* (not warranted to be correct): Brick under tile roofing consisting of two bedrooms, dining-room, kitchen, bathroom with toilet and fully electrified.

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

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

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

Dated at Empangeni on this 4th day of February 2000.

Ngwenya & Zwane, No. 5 Hospital Road, Empangeni, 3880. [Tel. (035) 792-4450/1.] [Fax (035) 792-4442.] (Ref. IT527/99.)

Case No. 1062/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD (formerly known as KWAZULU FINANCE & INVESTMENT CORPORATION LTD), Plaintiff, and ZIKHOTHATHSHEMBENI, Defendant

In pursuance of a judgment granted on 29 October 1999 in the above Court and writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 14 March 2000 at 09:00, in front of the Magistrate's Court Building, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit J 2529, in extent 974 (nine hundred and seventy-four) square metres, situated in the Township of Esikhawini, District of Mtunzini, County Zululand.

(b) *Street address*: J 2529, Esikhawini Township, Mtunzini.

(c) *Improvements* (not warranted to be correct): Brick under tile roofing consisting of two bedrooms, dining-room, kitchen, bathroom with toilet and fully electrified.

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

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

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

Dated at Empangeni on this 4th day of February 2000.

Ngwenya & Zwane, No. 5 Hospital Road, Empangeni. [Tel. (035) 792-4450/1.] [Fax (035) 792-4442.] (Ref. IT528/99.)

Case No. 1078/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD (formerly known as KwaZulu Finance & Investment Corporation Ltd), Plaintiff, and NKOSIYABO G MBATHA, Defendant

In pursuance of a judgment granted on 29 October 1999 in the above Court, and writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 14 March 2000 at 09:00, in front of the Magistrate's Court Building, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit H728 in extent 338 (three hundred thirty-eight) square metres situated in the Township of Esikhawini, District of Mtunzini County Zululand.

(b) *Street address*: H728, Esikhawini Township, Mtunzini.

(c) *Improvements* (not warranted to be correct): Brick under tile roofing consisting of three bedrooms, dining-room, kitchen, bathroom with toilet. Fully electrified.

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

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

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

Dated at Empangeni on this 4th day of February 2000.

Ngwenya & Zwane, 5 Hospital Road, Empangeni, 3880. [Tel. (035) 792-4450/1.] [Fax (035) 792-4442.] (Ref. IT.519/99.)

Case No. 3783/96

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and
BEKITEMBA AMOS MAPUMULO, Execution Debtor**

In pursuance of a judgment in the High Court, dated 22 July 1996, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, on 6 March 2000 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: Erf 249, Glen Anil (Extension 1), Registration Division FU, in the North Local Council Area, Province of KwaZulu-Natal, in extent 1 029 square metres.

Postal address: 13 Bauhinia Drive, Glen Anil, KwaZulu-Natal.

Improvements: Brick under tile dwelling comprising four bedrooms (all carpeted, three with built-in cupboards, two with en-suites), lounge (carpeted), dining-room (carpeted), kitchen (tiled, built-in cupboards, breakfast nook), toilet and bathroom, single garage, manual paved driveway and burglar guards.

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

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

1. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price or R500 whichever is the greater, and the auctioneer's charges in cash at the time of the sale.

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

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

4. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

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

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

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

Case No. 4410/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED, Plaintiff, and LEACH PROPERTY DEVELOPMENT (PROPRIETARY) LIMITED, First Defendant, PAUL ERIC JEWKES, Second Defendant, and LESLIE JAMES CHARTERS, Third Defendant

In pursuance of a judgment in the High Court, dated 31 May 1999, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, on 3 March 2000 at 10:00, at the front entrance to the Magistrate's Court Building at King Shaka Street, Kwaduguza/Stanger, to the highest bidder:

Property description: The right to erect and complete from time to time within a period of 15 years for its own account an additional building or buildings on the specific part of the common property as indicated on the building plan contemplated in section 25 (2) (a) of the Act filed in the Deeds Office, and to divide such building or buildings into section or sections and common property and to confer the right to exclusive use over part of such common property upon the owner or owners of one or more of such sections of the buildings known as Bay Lodge, situated at Ballito in the Local Authority Area of the Dolphin Coast Transitional Local Area and shown on Sectional Plan SS181/1993, and held under Certificate of Real Right SK1320/1993S.

Physical address: Corner Karyn and Michell Streets, Ballito, KwaZulu-Natal.

Improvements: Vacant land.

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

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

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale together with the auctioneer's commission.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest calculated and capitalised monthly in advance at the prevailing mortgage bond rate of the Judgment Creditor as it varies from time to time, to the Execution Creditor from the date of sale to date of registration of transfer.

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

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

Dated at Durban on this 2nd day of February 2000.

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

Case No. 10232/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between BOE BANK LIMITED, Judgment Creditor, and
SIMANGELE JULIA MATHUNJWA, Execution Debtor**

In pursuance of a judgment in the High Court, dated 23 November 1999, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, on 2 March 2000 at 12:00, on the steps of the High Court, Masonic Grove, Durban, to the highest bidder:

Property description: Erf 450, Glenashley, Registration Division FU, in the City of Durban, Province of KwaZulu-Natal, in extent one thousand and twelve (1 012) square metres.

Physical address: 75 Newport Avenue (off Kensington Drive), Glen Ashley, Durban, KwaZulu-Natal.

Improvements: Facebrick duplex comprising of: *Downstairs:* Lounge (carpeted), dining-room tiled, kitchen tiled with built-in cupboards, toilet and verandah. *Upstairs:* Three bedrooms—main bedroom carpeted with built-in cupboards, en-suite tiled with shower toilet and wash closet, bedroom carpeted. *Servants' quarters:* Bedroom, bathroom with shower and toilet and lock-up garage.

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

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

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale together with the auctioneer's commission.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest calculated and capitalised monthly in advance at the prevailing mortgage bond rate of the Judgment Creditor as it varies from time to time, to the Execution Creditor from the date of sale to the date of registration of transfer.

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

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

Dated at Durban on this 2nd day of February 2000.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (C:/NBS/SALE/M473)

Case No. 27008/99

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

In the matter between FIRST COMMERCE, Plaintiff, and Mr JAMES WILLIAM MORTON, Defendant

Pursuant to a judgment of the Magistrate's Court for the District of Pietermaritzburg and writ of execution dated 8 December 1999 the following fixed property will be sold on Friday, 10 March 2000 at 11:00, at the Sheriff's Salesrooms, 277 Berg Street, Pietermaritzburg, 3201, to the highest bidder, viz:

Property: Portion 2 of Erf 2259, Pietermaritzburg, Registration Division FT, situated in the Pietermaritzburg-Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 431 (four hundred and thirty-one) square metres, held by James William Morton under Deed of Transfer T29053/90 and situated at 313 Berg Street, Pietermaritzburg, 3201.

Description: Commercially zoned single-storey property on level land, consisting of plastered brick and paint, under iron roof comprising four offices, reception room, bathroom and workshop. The main building is 126 square metres and the workshop is 180 square metres. The main offices are carpeted.

The aforesaid information in respect of the property is not guaranteed.

Conditions of sale: The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder and the full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, or at the offices of Plaintiff's Attorneys, Browne Brodie and Fourie, 219 Berg Street, Pietermaritzburg, 3201.

Browne Brodie & Fourie, Plaintiff's Attorneys, 219 Berg Street, Pietermaritzburg, 3201. (Ref. C. Marx/Suraya Naidoo/F006/020.)

Case No. 31099/99

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and VUSUMUZI GABRIEL NTUSI, First Defendant, and CHARITY NOZIBELE NTUSI, Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 10 January 2000, the following immovable property will be sold in execution on 3 March 2000 at 11:00, at Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder:

Portion 61 of Erf 1231, Pietermaritzburg, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 858 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 38 Boyd Road, Presbury, Pietermaritzburg, KwaZulu-Natal, and the property consists of land improved by brick under tile roof, three bedrooms, two bathrooms, kitchen, lounge, dining-room, double garage and servants' quarters.

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

Dated at Pietermaritzburg during February 2000.

Lynn & Berrange Attorneys, Suite 1, Protea House, 187 Berg Street, Pietermaritzburg. (Ref. AKW/eg/49-261.)

Case No. 2116/98

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between FBC FIDELITY BANK LIMITED, Plaintiff, and RAJASPIRY SARANGAPANY GOVENDER, Defendant

Pursuant to a judgment of the above-mentioned Honourable Court dated 15 January 1997, the undermentioned immovable property will be sold by the Sheriff, Pietermaritzburg, by public auction, on Friday, 3 March 2000 at 09:30 in the forenoon at the Sheriff's office, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu-Natal:

The immovable property is Erf 1732, Pietermaritzburg, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent (one eight four two) square metres.

Postal address: 23 Khania Road, Northdale, Pietermaritzburg, KwaZulu-Natal.

Improvements: Brick walls with iron roof, grano floors, shops on single floor, pub & restaurant.

Zoning: Commercial. Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu-Natal, provide *inter alia*, for the following:

1. The purchaser shall pay a deposit of 10% of the purchase price in cash on the date of sale to the Sheriff.
2. The balance of the purchase price, shall be paid by the purchaser to the Sheriff on the date of transfer, together with interest at the rate of 21,5 per annum, compounded monthly, in advance, on the amount of the Plaintiff's Judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater; such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the purchaser, both days inclusive, which shall be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff, within 14 days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Pietermaritzburg on this 1st day of February 2000.

Shepstone & Wylie Tomlisons Inc., 165 Pietermaritz Street, Pietermaritzburg. (Ref. WONJ/SS/F272.)

Case No. 29809/99

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ENOS ZWELAKWE GCUMISA, First Defendant, and GABISILE ABIGAIL GCUMISA, Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 6 January 2000, the following immovable property will be sold on 3 March 2000 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder:

Erf 652, Panorama Gardens, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 276 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Erf 652, Panorama Gardens, Pietermaritzburg, KwaZulu-Natal, and the property consists of land improved by: Concrete under tiled roof, 3 bedrooms, bathroom, kitchen and lounge.

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

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

Dated at Pietermaritzburg on this 7th day of February 2000.

Lynn & Berrange Attorneys, Suite 1, Protea House, 187 Berg Street, Pietermaritzburg. (Ref. AKW/eg/49-254.)

Case No. 5615/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR INVESTMENT BANK LIMITED, Plaintiff, and R. L. FENCING CC, First Defendant, LATCHMI NARRAIN RABISHUN, Second Defendant, and ROYSEN RABISHUN, Third Defendant

In pursuance of a judgment in the High Court of South Africa (Durban and Coast Local Division), dated 25 November 1999, the immovable properties listed hereunder will be sold in execution, on Thursday, 2 March 2000 at 10:00, at 8th Floor, Maritime House, 1 Salmon Grove, Durban, to the highest bidder:

Property description: Lot 130, Dunns Grant, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 163 (one thousand one hundred and sixty-three) square metres.

Physical address: 78 Achary Road, Clairwood.

Improvements: A small office and attached toilet, ablution block, changeroom and shed.

Nothing is guaranteed in the above respect.

Material conditions:

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. 10% of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within twenty-one days after the date of sale.
4. The purchaser shall be liable for payment of interest at the rate of 20,5% per annum on the purchase price to the Plaintiff from the date of sale to the date of registration of transfer.
5. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall be liable for payment of all transfer costs, including arrear and current rates, levies, sewerage connection fees (if any) taxes and other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban South, and at the offices of the Execution Creditor's attorneys.
7. Prospective purchasers are advised to inspect the properties prior to the sale.

Dated at Durban on this 4th day of February 2000.

Cox Yeats, Execution Creditor's Attorneys, 12th/13th Floor, Victoria Main, 71 Victoria Embankment (P.O. Box 3032), Durban, 4000. [Tel. (031) 304-2851.] (Ref. M. Jackson/17S517261.)

Case No. 4164/98

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

In the matter between N. MOODLEY, Plaintiff, and K. PERUMAL, Defendant

In pursuance of a judgment in the above Honourable Court dated 2 March 1999 and an attachment made by the Sheriff for the Magistrate's Court, in terms of a warrant of execution issued in terms of the said judgment, the undermentioned immovable property will be sold by the Sheriff of the Magistrate's Court, on Tuesday, 29 February 2000 at 10:00, at the Magistrate's Court, Justice Street, Chatsworth, to the highest bidder:

Description: Portion 12217 (of 1848) of Erf 104, Chatsworth, Registration Division FT, situated in the City of Durban, Province of KwaZulu-Natal, in extent 418 (four hundred and eighteen) square metres.

Postal address: 105 Marble Arch Road, Havenside, Chatsworth.

Improvements: Double storey face brick/block under tiled roof dwelling comprising of 3 bedrooms (1 en-suite), lounge, dining-room, kitchen, toilet, bathroom verandah, courtyard and triple garage.

Mortgage bonds:

1. Mortgage Bond B11394/1990, in favour of ABSA Bank for R56 700,00 plus costs clause.
2. Mortgage Bond B14233/1993, in favour of ABSA Bank for R47 190,00 plus costs clause.
3. Mortgage Bond B31715/1994, in favour of ABSA Bank for R35 000,00 plus costs clause.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth.

Dated at Chatsworth on this 10th day of January 2000.

Audie, Botha & Company, Plaintiff's Attorney, Care of T. Deosaran & Company, 491 Arena Park Drive, Arena Park, Chatsworth. (Ref. TD/AG/B93/13.)

Case No. 9355/99

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

**In the matter between ABSA BANK LTD, Plaintiff, and WESTVILLE 22 (PTY) LTD, First Defendant,
JOHN FINALY BECKER, Second Defendant, and MICHAEL JOHN OLDFIELD, Third Defendant**

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division) dated 1 November 1999 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the High Court, Pinetown, on Wednesday, 1 March 2000 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description:

(a) A unit consisting of:

(i) Section 2, as shown and more fully described on Sectional Plan SS421/96 in the scheme known as Kingsmead Mews in respect of the land and building or building situated at Westville, in the Inner West City;

(b) A unit consisting of:

(i) Section 4, as shown and more fully described on Sectional Plan SS421/96 in the scheme known as Kingsmead Mews in respect of the land and building or buildings situated at Westville, in the Inner West Local Council Area, of which section the floor area, according to the said sectional plan is 100 (one hundred) square metres in extent; and

(ii) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota endorsed on the said sectional plan, held under Certificate of Registered Sectional Title ST13444/96.

Physical address: Unit 4, Kingsmead Mews, 58 Kingsmead Drive, Westville Extension 22.

Improvements: A brick under tile duplex consisting of entrance porch, lounge/dining-room/kitchen, two bedrooms, bathroom and toilet, shower and toilet, patio, yard and single garage, but nothing is guaranteed in respect thereof.

Council area, of which section the floor area, according to the said sectional plan is 100 (one hundred) square metres in extent; and

(ii) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota endorsed on the said sectional plan, held under Certificate of Registered Sectional Title ST13442/96.

Physical address: Unit 2, Kingsmead Mews, 58 Kingsmead Drive, Westville Extension 22.

Improvements: A brick under tile duplex consisting of entrance porch, lounge/dining-room/kitchen, two bedrooms, bathroom and toilet, shower and toilet, patio, yard and single garage, but nothing is guaranteed in respect thereof.

Town-planning zoning: Residential.

Special privileges: Nil.

Town-planning zoning: Residential.

Special privileges: Nil.

(c) A unit consisting of:

(i) Section 6, as shown and more fully described on Sectional Plan SS421/96 in the scheme known as Kingsmead Mews in respect of the land and building or buildings situated at Westville, in the Inner West Local Council Area, of which section the floor area, according to the said sectional plan is 105 (one hundred and five) square metres in extent; and

(ii) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota endorsed on the said sectional plan, held under Certificate of Registered Sectional Title T13446/96.

Physical address: Unit 6, Kingsmead Mews, 58 Kingsmead Drive, Westville Extension 22.

Improvements: A brick under tile duplex consisting of entrance porch, entrance hall, lounge/dining-room/kitchen, two bedrooms, bathroom and toilet, shower and toilet, patio, yard and single garage, but nothing is guaranteed in respect thereof.

Town-planning zoning: Residential.

Special privileges: Nil.

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

2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale together with the Sheriff's commission.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within twenty-one (21) days after the date of the sale.

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

5. The purchaser shall pay auctioneer's charges of 5% of the first R30 000 of the purchase price, thereafter 3% on the balance subject to a minimum of R260 and a maximum of R7 000 on the purchase price at the time of the sale.

6. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said attorneys.

7. The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown, or the offices of Johnston & Partners.

Dated at Durban this 19th day of January 2000.

Johnston & Partners, Plaintiff's Attorneys, 169 Stamford Hill Road, Morningside, Durban. (Ref. A. Johnston/js/04A200054.)

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

**In the matter between JAYSEELAN MAISTRY, Plaintiff, and
RAJENDRA MANIDUTH SINGH, Defendant**

In pursuance of a judgment in this action, the immovable property listed hereunder will be sold in execution on 29 February 2000 at 10:00, at the Magistrate's Court, Justice Street, Chatsworth, consists of a certain piece of land, being:

Description: Lot 2182, Extension 2, Shallcross, situated in the Development Area of Shallcross Administrative District of KwaZulu-Natal, in extent seven hundred and fifty-four (754) square metres.

Physical address: 140 Harinager Drive, Shallcross, Chatsworth, Durban, KwaZulu-Natal.

Zoning: Special Residential.

Improvements: Brick under tile roof dwelling comprising four bedrooms, one en-suite, kitchen with built-in cupboards, lounge, dining-room, bathroom, fully done up, one toilet fully done up, single garage, aluminium windows, paved drive way and property fenced.

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished within 21 (twenty-one) days after the sale to the Sheriff.

2. The full conditions of the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth, 12 Oak Avenue, Kharwastan.

Dated at Chatsworth on this 19th day of January 2000.

Siven Samuel & Associates, Plaintiff's Attorney, Second Floor, G's Building, 201 Florence Nightingale, Westcliff, Chatsworth. (Ref. AR/PN/M931.)

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

**In the matter between ABSA BANK LTD, Plaintiff, and ENSLIN VAN SCHALKWYK, First Defendant, and
BELINDA THELMA VAN SCHALKWYK, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate at Eshowe dated 30 November 1999, the following immovable property will be sold in execution on 8 March 2000 at 10:00, at Sheriff's Office, 70 Main Street, Eshowe, to the highest bidder:

Description: Ownership Remainder of Stand 404, Eshowe, in extent 2 698 (two thousand six hundred and ninety-eight) square metres.

Physical address: 26 Hulett Street, Eshowe.

Improvements: Dwelling-house.

Held by the Defendants in their name under Deed of Transfer 23225/89.

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

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

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

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

Dated at Empangeni on this 31st day of January 2000.

Bothas Incorporated, Plaintiff's Attorneys, Kingfisher Court, Addison Street (P.O. Box 573), Empangeni, 3880. C/o W. E. White Attorneys, 12 Osborne Road, Eshowe. [Tel. (035) 792-2011.] (Ref. Mr Walsh/MDT/A0171312.)

Case No. 3965/99

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
MONTAGUE HERCULES JACKSON, Defendant**

Take notice that in execution of a judgment by default in the above Court, a sale in execution, will be held by the Sheriff of the High Court, Pietermaritzburg, at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, on Friday, 3 March 2000 at 11:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Portion 475 (of 440) of Erf 1254, Pietermaritzburg, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 260 (two hundred and sixty) square metres, held by the Defendant under Deed of Transfer T2672/94.

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

1. The property's physical address is 24 Spruce Road, Woodlands, Pietermaritzburg.
2. The improvements consist of a semi-detached dwelling constructed of brick under asbestos, consisting of a lounge, kitchen, three bedrooms and a combined toilet and bathroom.
3. The town planning zoning of the property is Special Residential.

The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Pietermaritzburg, at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on this 8th day of February 2000.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S1996/99.)

Case No. 6856/99

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

**In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and
JAMES LESLIE BUTTERWORTH, Defendant**

In pursuance of a judgment granted on 18 August 1999, in the High Court of South Africa (Durban and Coast Local Division) and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by public auction, to the highest bidder for cash by the Sheriff of the High Court, Durban South, on 2 March 2000 at 10:00, at Eighth Floor, Maritime House, Salmon Grove Chambers 1, Durban, or so soon thereafter as possible:

Address of dwelling: Flat 50, Inyoni Rocks Cabanas, 91 Beach Road, Amanzimtoti.

Description: (i) A unit consisting of Section 40, as shown and more fully described on Sectional Plan SS1/1978, in the scheme known as Inyoni Rocks Cabanas, in respect of the land and building or buildings situated at Amanzimtoti of which the floor area, according to the said sectional plan is one hundred and sixty-five square metres in extent; and

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

Improvements: Duplex of brick under tiled roof with three bedrooms (one en-suite with bath, basin, shower and toilet), bathroom with bath, basin and toilet, lounge/dining-room, guest toilet with basin and kitchen with b.i.c.

Material conditions:

1. Nothing in the above is guaranteed.
2. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the commission plus VAT due to the Sheriff of the High Court (hereinafter referred to as the Sheriff) immediately after the sale or such extended period as may be agreed with the Sheriff and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within twenty-one (21) days after the date of sale.
4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 19% per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.
5. The property is to be sold as it stands, that is voetstoots, and without any warranties whatsoever.

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

Dated at Durban on this 4th day of February 2000.

Mooney Ford & Partners, Execution Creditor's Attorneys, Seventh Floor, Permanent Building, 343 Smith Street, Durban. (Ref. J. P. Cox/MC/F3874.)

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

In the matter between BOE BANK LIMITED, Plaintiff, and RUKSHANA YACOOB HANSA, First Defendant, RAZAAK ISMAIL, Second Defendant, and REHONA BEE BEE ISMAIL, Third Defendant

In pursuance of a judgment in the High Court (Durban and Coast Local Division) dated 14 December 1999, respectively, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 2 March 2000 at 10:00, at Eighth Floor, Maritime House, Eighth Floor, 1 Salmon Grove, Durban, to the highest bidder without reserve:

Property description:

(a) Section 130, as shown and more fully described on Sectional Plan SS79/1990, in the scheme known as Ogwini, in respect of the land and building or buildings situated in the City of Durban, of which section the floor area, according to the said sectional plan is 124 (one hundred and twenty-four) square metres in extent; and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota on the said sectional plan held under Deed of Transfer ST14945/1994.

Physical address: Flat 141, 14th Floor-East End Unit, Ogwini, 9 Russell Street, Durban.

Improvements: A flat comprising three bedrooms, bathroom, shower, two toilets, lounge, dining-room, kitchen with under-counter, hob and extractor, ceiling fan and enclosed balcony.

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

Zoning: (The accuracy hereof is not guaranteed: Special Residential.

1. The sale shall be subject to the terms and conditions of the High Courts Act and the Rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale together with the auctioneer's commission.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of the sale of transfer.
4. The purchaser shall be liable for the payment of interest at the rate of 16,5% per annum to the Execution Creditors/bondholder/s on the amount awarded to settle the claim and as set out in the distribution plan, from date of sale to date of transfer, both days inclusive.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), levies due to a body corporate (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff, Durban Central, Eighth Floor, Maritime House, 1 Salmon Grove, Durban.

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

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. NBS/SALE/H114.)

Case No. 9173/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and WILLEM PETRUS CORNELIUS CHRISJAN TARR, First Defendant, and RYNETTE LOUISA TARR, Second Defendant

In terms of a judgment of the above Honourable Court dated 18 October 1999 a sale in execution will be held on Thursday, 9 March 2000 at 10:00, Maritime House, Eighth Floor, 1 Salmon Grove, Durban, to the highest bidder, without reserve:

Portion 9 of Erf 50, Sea View, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent 1 851 (one thousand eight hundred and fifty-one) square metres, held by Deed of Transfer T33088/1993.

Physical address: 33 Pioneer Crescent, Sea View.

The following information is furnished, but not guaranteed: Single-storey house, consisting of tiled roof, brick walls plastered, three bedrooms, toilet, lounge (tiled floors), kitchen (tiled floors), single garage, shower/bath (tiled walls) with tiled walls, dining-room carpeted, servants' quarters with one toilet (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

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

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

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

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, 21 Aliwal Street, First Floor. (Ref. Mrs R. van Heerden/EDOM/A0483/69.)

Case No. 40/95

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
V. M. SITHOLE, Defendant**

In pursuance of a judgment granted in the above Honourable Court and a warrant of execution, the undermentioned property will be sold in execution on Friday, 3 March 2000 at 09:30, in front of the Magistrate's Court, Ezakheni:

Unit E3004, Ezakheni, in extent 438 square metres, situated in the Administrative District of KwaZulu-Natal, held under Registered Deed of Grant TG1092/1991KZ.

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

Zoning: Residential.

Improvements: Block under iron, comprising of lounge, kitchen and two bedrooms.

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

1. The property shall be sold by the Sheriff of Ladysmith on 3 March 2000 at 09:30, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Ladysmith.

Dated at Ladysmith on this 4th day of February 2000.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKH018.)

Case No. 61/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
N. N. YENDE, Defendant**

In pursuance of a judgment granted in the above Honourable Court and a warrant of execution, the undermentioned property will be sold in execution on Friday, 3 March 2000 at 09:30, in front of the Magistrate's Court, Ezakheni:

Unit B2373, Ezakheni, in extent 300 square metres, situated in the Administrative District of KwaZulu-Natal, held under Registered Deed of Grant TG4318/1988KZ.

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

Zoning: Residential.

Improvements: Block under iron, comprising lounge, kitchen, two bedrooms and bathroom.

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

1. The property shall be sold by the Sheriff of Ladysmith on 3 March 2000 at 09:30, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

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

Dated at Ladysmith on this 4th day of February 2000.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKH236.)

Case No. 41/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
N. A. MAZIBUKO, Defendant**

In pursuance of a judgment granted in the above Honourable Court and a warrant of execution, the undermentioned property will be sold in execution on Friday, 3 March 2000 at 09:30, in front of the Magistrate's Court, Ezakheni:

Unit E1201, Ezakheni, in extent 538 square metres, situated in the Administrative District of KwaZulu-Natal, held under Registered Deed of Grant TG2799/1990KZ.

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

Zoning: Residential.

Improvements: Block under iron, comprising of lounge, kitchen and three bedrooms.

Material conditions:

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

1. The property shall be sold by the Sheriff of Ladysmith on 3 March 2000 at 09:30, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100,00 in value above the preceeding bid shall be accepted by the Sheriff.
3. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.

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

Dated at Ladysmith on this 4th day of February 2000.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKH225.)

Case No. 9955/99

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MTHOKOZISI ARTHUR NGWANE, Defendant

In pursuance of a judgment granted on 19 November 1999, in the High/Supreme Court, Durban and Coast Local Division and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by public auction, to the highest bidder on 10 March 2000 at 10:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description of property: Section 17, as shown and more fully described on Sectional Plan SS499/97 (hereinafter referred to as "The Sectional Plan") in the scheme known as Mahogany House, in respect of the land and building or buildings situated at in the Durban Entity, of which section the floor area, according to the said sectional plan is thirty-seven (37) 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.

Physical address: Flat 17, 16 Mela Street, Mount Moriah.

Improvements: Brick under tiled roof dwelling, comprising of bedroom, kitchen, lounge and bathroom.

Zoning: Residential area.

Nothing in the above is guaranteed.

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

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, First Floor, Groom Street, Verulam.

Dated at Durban on this 21st day of January 2000.

Mooney Ford & Partners, Plaintiff's Attorneys, Seventh Floor, Permanent Building, 343 Smith Street, Durban. (Ref. D. Abbott/VC/32N40670014.)

Case No. 9575/99

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BHEKITHEMBA LAYTON DLAMINI, Defendant

In pursuance of a judgment granted on 9 November 1999, in the High/Supreme Court, Durban and Coast Local Division, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by public auction, to the highest bidder on 10 March 2000 at 10:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description of property: Section 7, as shown and more fully described on Sectional Plan SS562/97, in the scheme known as Eleka Road No. 91, in respect of the land and building or buildings situated at Durban, Durban Entity, of which section the floor area, according to the said sectional plan is twenty-seven (27) 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.

Physical address: Flat 12, Mount Moriah, 91 Eleka Road, Moun Moriah.

Improvements: Brick under tiled roof dwelling, comprising of bedroom, bathroom and kitchen.

Zoning: Residential area.

Nothing in the above is guaranteed.

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

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, First Floor, 12 Groom Street, Verulam.

Dated at Durban on this 28th day of January 2000.

Mooney Ford & Partners, Plaintiff's Attorneys, Seventh Floor, Permanent Building, 343 Smith Street, Durban. (Ref. D. Abbott/VC/32N40670011.)

Case No. 6825/99

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
RABICHAND SEWCHURAN, First Defendant, and PREMILLA SEWCHURAN, Second Defendant**

In pursuance of a judgment granted in the High Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Wednesday, 8 March 2000 at 10:00:

Remainder of Erf 1125, Queensburgh, Registration Division FT, in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 1 582 (one thousand five hundred and eighty-two) square metres, held under Deed of Transfer T7049/94.

Physical address: 54 Chester Road, Queensburgh.

Zoning: Special Residential.

The property consists of the following: Townhouse single level brick under tile dwelling consisting of two living-rooms, three bedrooms, bathroom, kitchen and w.c. *Outbuildings:* Double garage, servants' quarters, two store-rooms, w.c. and shower, Tarmac driveway and gates and pre-cast fencing. Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 8th day of February 2000.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001.
(Ref. Mr J. C. Jones/sh/sewchuran.) (G156348.81860.)

Case No. 3657/99

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NIGEL MUNSAMY REDDY, First Defendant, and
BRENDA REDDY, Second Defendant**

In execution of a judgment granted on Wednesday, 1 December 1999 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the High Court of South Africa for the District of Pietermaritzburg, on Friday, 3 March 2000 at 10:30, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at the Sheriff's Office at 6 Derek Hall, 172 Loop Street, Pietermaritzburg, namely:

Portion 4319 (of 4299) of farm Northdale 14913, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 315 (three hundred and fifteen) square metres, which property is physically situated at 21 Riverside Place, Northdale, Pietermaritzburg, KwaZulu-Natal.

Improvements: No warranty given: Two bedrooms, bathroom, toilet, lounge combined dining-room and kitchen. Asbestos under block roof.

Zoning: Special Residential no special consents.

Terms: Price payable as follows:

- (a) Ten per cent with Sheriff's commission on sale.
- (b) All outstanding rates, taxes, transfer and other charges within seven days of sale.
- (c) Balance with interest to be secured by guarantee within 14 days of sale.

Dated at Pietermaritzburg on this 5th day of February 2000.

E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case No. 4203/99

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

**In the matter between FIRSTRAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SA LIMITED),
Plaintiff, and JAYRAM PROPERTY INVESTMENTS CC, First Defendant, and JAYRAJ RAMNARAIN, Second Defendant**

In pursuance of a judgment of the High Court Durban, dated 16 September 1999 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of High Court, Scottburgh, on 25 February 2000 at 10:00 at the Cutty Sark Hotel, Conference Room, Scottburgh, without reserve:

Property description:

1. A unit consisting of Section 3 as shown and more fully described on Sectional Plan S93/85 in the scheme known as Bellerive in respect of the land and building or buildings, situated at Umkomaas, of which the floor area, according to the sectional plan is 57 (fifty-seven) square metres, 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 Certificate of Registered Sectional Title ST93/85 (3) (Unit).

2. A unit consisting of section 20 as shown and more fully described on Sectional Plan SS93/85 in the scheme known as Bellerive in respect of the land and building or buildings, situated at Umkomaas, of which the floor area, according to the sectional plan is 139 (one hundred and thirty-nine) square metres, 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 Certificate of Registered Sectional Title ST93/85 (3) (Unit).

Physical address of property: 20 Bellerive, 10 Barrow Street, Umkomaas.

Zoning: Special Residential.

Improvements (but nothing is guaranteed): Section 3 consists of single garage.

Section 20 consists of split level flat consisting lower level: Lounge, dining-room, kitchen, pantry and toilet with basin. *Upper level:* Three bedrooms (main with en-suite and shower), bathroom with toilet and separate toilet.

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

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

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

4. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies, payment of the value-added tax and other charges necessary to effect transfer on request by the said attorneys.

5. The full conditions of sale may be inspected at the offices of the Sheriff for the High Court, 67 Williamson Street, Scottburgh.

Dated at Durban this 19th day of January 2000.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban.

Case No. 6293/99

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

In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and MANDLA DAVID NHLAPHO, Defendant

In pursuance of the judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve in The South entrance to the Magistrate's Court, Umlazi, on Wednesday, 1 March 2000 at 10:00:

Property description: All the right, title and interest in and leasehold over Site Y 262 in the Township of Umlazi, in the District of Umlazi 373 (three hundred and seventy-three) square metres. Held by the Mortgagor by Certificate of Right of Leasehold G001041/94, subject to the conditions therein contained.

Physical address: Y 262 Umlazi, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey block under tile roof dwelling, comprising two bedrooms, living-room, bathroom and kitchen.

Nothing in this regard is guaranteed.

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

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

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

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

Dated at Durban during 2000.

S. D. Moloi, for S. D. Moloi & Associates, Plaintiff's Attorneys, Suites 1111-1118, 11th Floor, Tower "C", Salisbury Centre, 349 West Street, Durban, 4000. (Ref. SDM/pbm/F99-109.)

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

**In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and
MYEKELWA COSMUS MBHELE, Defendant**

In pursuance of the judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve in The South entrance to the Magistrate's Court, Umlazi, on Wednesday, 1 March 2000 at 10:00:

Property description: Site Y349 in the Township of Umlazi, in the District of Umlazi, in extent 238 (two hundred and thirty-eight) square metres. Held by the Mortgagor by Deed of Grant G001127/94, subject to the conditions therein contained.

Physical address: Y 349 Umlazi, Natal.

Zoning: Special Residential.

The property consists of the following: Single-storey block under tile roof dwelling, comprising two bedrooms, living-room, bathroom, dining-room and kitchen.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneers commission in cash immediately after the sale and the balance against the transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorney for the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and/or levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Sheriff's Office V1030, Block C, Room 4 Umlazi.

Dated at Durban during 2000.

S. D. Moloi, for S. D. Moloi & Associates, Plaintiff's Attorneys, Suites 1111-1118, 11th Floor, Tower "C", Salisbury Centre, 349 West Street, Durban, 4000. (Ref. SDM/pbm/F99-132.)

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

In the matter between THE BOROUGH OF EMPANGENI, Judgment Creditor, and T. H. GREEN, Judgment Debtor

In pursuance of a judgment granted on 15 June 1999 in the above Court, and a writ of execution issued thereafter, the Judgment Debtor's immovable property listed hereunder shall be sold in execution, to the highest bidder on 2 March 2000 at 11:00, at the front steps, Magistrate's Court, Empangeni:

(a) *Deeds office description:* Lot 1714, Empangeni (Extension 21) situated in the Empangeni/Ngwelezane Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, measuring in extent 1 089 (one thousand and eighty-nine) square metres.

(b) *Street address:* 10 Piti Drive, Empangeni.

(c) *Improvements* (not warranted to be correct): Brick under tile dwelling comprising three bedrooms, two bathrooms with toilets, lounge room, dining-room, kitchen, garages, servants' quarters with toilet and bathroom and swimming-pool.

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

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

3. The sale shall be by public auction without reserve to the highest bidder. In subject to the provisions of section 66 (2) of the Magistrates' Courts Act.

Dated at Empangeni on this 2nd day of February 2000.

Van der Westhuizen & Garland, 107 T M L House, Union Street, Empangeni. (Ref. JCVDW/madelène/02/B0138/99.)

Case No. 4398/99**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI****In the matter between THE BOROUGH OF EMPANGENI, Judgment Creditor, and PAS/W. LE ROUX, Judgment Debtor**

In pursuance of a judgment granted on 8 November 1999 in the above Court, and a writ of execution issued thereafter, the Judgment Debtor's immovable property listed hereunder shall be sold in execution, to the highest bidder on 2 March 2000 at 11:00, at the front steps, Magistrate's Court, Empangeni:

(a) *Deeds office description*: Lot 1794, Empangeni (Extension 21) situated in the Empangeni/Ngwelezane Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, measuring in extent 1 055 (one thousand and fifty five) square metres.

(b) *Street address*: 8 Gazelle Place, Empangeni.

(c) *Improvements* (not warranted to be correct): Description of property brick under tile dwelling comprising of three bedrooms, two bathrooms, lounge room, dining-room, kitchen, servant's room and toilet, laundry room and garage.

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

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

3. The sale shall be by public auction without reserve to the highest bidder. In subject to the provisions of section 66 (2) of the Magistrates' Courts Act.

Dated at Empangeni on this 2nd day of February 2000.

Van der Westhuizen & Garland, 107 T M L House, Union Street, Empangeni. (Ref. JCVDW/madelène/02/B0163/99.)

Case No. 6600/99**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE****In the matter between NEDCOR BANK LIMITED, Plaintiff, and RONALD HAROLD VENG TAS, First Defendant, and JESEMONEY VENG TAS, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Newcastle dated 26 November 1999, the undermentioned immovable property together with improvements thereon will be sold in execution on 8 March 2000 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, to the highest bidder:

Erf 14124, Newcastle, Extension 85, Registration Division HS, in the Newcastle Transitional Council Area, Province of KwaZulu-Natal, measuring 573 (five hundred and seventy-three) square metres.

Street address: 144 Panorama Drive, Newcastle.

Improvements: A single-storey dwelling under asbestos roof consisting of 3 bedrooms, bathroom and 2 other rooms.

None of the above improvements nor vacant possession is guaranteed.

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

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

S. W. Saville, for Stuart Saville & Company Inc. (Reg. No. 93/00701/21), Plaintiff's Attorneys, 48 Paterson Street (P.O. Box 2960), Newcastle, 2940. (Tel. 03431-53021.)

Case No. 590/99**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER****In the matter between ITHALA, Execution Creditor, PHANGIZWE ALBERT SITHOLE, Execution Debtor**

In pursuance of a judgment granted on 8 July 1999, in the Magistrate's Court Stanger, and under a writ of execution issued thereafter, the immovable property listed under will be sold in execution, Monday, 6 March 2000 at 09:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Inanda Area 2, at the time of the sale:

Description: Erf 1508, Hambanati, Registration Division FU, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 230 (two hundred and thirty) square metres, held under Certificate of Registered Grant of Leasehold TL1618/1993 on 9 September 1993.

Physical address: 1508 Jiyane Road, Hambanati, Tongaat.

Improvements: Single-storey block under asbestos dwelling comprising of 2 bedrooms, dining-room, kitchen, toilet used as both a toilet and bathroom. *Outbuildings:* 3 rooms separately although nothing in this regard is guaranteed.

Zoning: Residential.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The property shall be sold to the highest bidder at the sale.
3. The purchaser (other than the Execution Creditor) shall pay 10% of the purchase price in cash or by a bank guaranteed cheque immediately the sale is concluded, such amount to be held in an interest bearing trust account by the Execution Creditor's Attorneys with interest accruing to the Judgment Creditor and the balance upon transfer of the property into his name, to be secured by a bank or building society guarantee delivered to the Sheriff of the Court within 7 (seven) days of the date of sale.
4. The purchaser shall be liable for payment of interest at the rate of 21,25% per annum to the Execution Creditor on the respective amounts of the award and the plan of distribution from the date of sale to the date of registration of transfer, both days inclusive.
5. The transfer shall be effected by Attorneys Laurie C. Smith Incorporated and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.
6. Should the purchaser fail to carry out any of the conditions of sale, the 10% deposit referred to the above will be forfeited.

The full conditions may be inspected at the offices of the Sheriff of the Court, Inanda (Area 2).

Dated at Stanger during 2000.

Messrs Laurie C. Smith Inc., Execution Creditor's Attorneys, 22 Jackson Street (P.O. Box 46), Stanger. (Ref. Mr Horton/rj/Colls/I.238.)

Case No. 2593/98

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

In the matter between L. SINGH, Plaintiff, and M. MATHADEEN, Defendant

In pursuance of a judgment granted in the above Honourable Court on 10 July 1998 and a warrant of execution issued thereon, the undermentioned property will be sold in execution, on 25 February 2000 at 09:00, in front of the Magistrate's Court, Keate Street, Ladysmith:

Lot 5891, Unit 3, Scheme 245/89, scheme known as 55 Azalea Gardens, Ladysmith, with the following improvements: Semi-detached storey, with brick walls, tiled roof, carpeted and tiled floors, lounge, kitchen (with build-in-eye-level oven and hob), 3 bedrooms, bathroom with toilet and shower and bathroom with shower and garage.

Material conditions:

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

1. The property shall be sold by the Sheriff of the Magistrate's Court on 25 February 2000 at 09:00, in front of the Magistrate's Court, Keate Street, Ladysmith.
2. The property shall be sold without reserve to the highest bidder, provided that the messenger may with the consent of the Judgment Creditor, refuse any bid, no bid less than R100 in value above the proceeding bid shall be accepted by the Sheriff.
3. The purchase price shall be paid as to 10% upon conclusion of the sale and the balance to be secured within 14 days.
4. The Plaintiff, the Defendant and the Sheriff give no warranty as the state of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorneys, or Sheriff's Ladysmith.

Dated at Ladysmith on this 26th day of January 2000.

Messrs Roy Singh, Plaintiff's Attorney, 98 Forbes Street (P.O. Box 1430), Ladysmith. (Ref. Mr Singh/NJ/S.436.)

Case No. 2593/98**IN DIE LANDDROSHOF VIR DIE DISTRIK KLIPPRIVIER GEHOU TE LADYSMITH****In die saak tussen L. SINGH, Eiser, en M. MATHADEEN, Verweerder**

Ingevolge vonnis wat op 10 Julie 1998 in bogemelde Agbare Hof toegestaan is en opvolgender lasbrief vir eksekusie, word die volgende eiendom op 25 Februarie 2000 om 09:00, in eksekusie verkoop te die Landdroskantoor, Keatestraat, Ladysmith:

Erf 5891, Unit 3, Scheme 245/89, scheme known as 5 Azalea Gardens, Ladysmith, with the following improvements, semi-detached storey, with brick walls, tiled roof, carpeted and tiled floors, lounge, kitchen (with build-in-eye-level oven and hob), 3 bedrooms, bathroom with toilet and shower, bathroom with shower and garage.

Materiele voorwaardes:

Die verkoping van die eiendom is onderhewig aan die volgende voorwaardes:

1. Die eiendom word verkoop deur die Balju van die Landdroshof op 25 Februarie 2000 om 09:00 by die Landdroskantoor, Keatestraat, Ladysmith.

2. Die eiendom word verkoop sonder voorbehoud en aan die hoogste bieder met dien verstande dat die geregsbode met die toestemming van Eksekusieskuldeiser die aanbod mag weier. Geen bod minder as R100 in waarde hoer as die vorige sal aanvaar word deur die Balju nie.

3. Die koopprys sal betaal word teen 10% met sluiting van die koop en die balans binne 14 dae gewaarborg word.

4. Die Eiser, die Verweerder en die Balju, gee geen waarborg aangaande die toestand van die eiendom nie en die eiendom word voetstoots verkoop.

5. Die voorwaardes van verkoop kan geïnspekteer word by die kantore van die Eiser se prokureurs te Ladysmith en die Balju, Ladysmith.

Gedateer te Ladysmith op hierdie 26ste dag van Januarie 2000.

Messrs Roy Singh, Prokureurs van Eiser, 98 Forbesstraat (P.O. Box 1430), Ladysmith, 3370. (Verw. mnr. Singh/NJ/S.436.)

Case No. 232/99**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF RICHMOND HELD AT RICHMOND****In the matter between FIRSTRAND BANK LIMITED, Execution Creditor, and SIKHOSIPHI AMON NGCAMU, Execution Debtor**

Kindly take notice that in pursuance of a judgment of the above Honourable Court, and a warrant of execution issued thereunder, the following immovable property will be sold in auction, on Wednesday, 8 March 2000 at 11:00, at the Sheriff's Office, 58 Nelson Street, Richmond, to the highest bidder:

Erf 372, Richmond Registration Division FT, in the Richmond Transitional Local Council Area, Province of KwaZulu-Natal, in extent 2023 square metres.

The property which is situated at 77 Harding Street, Richmond, is a single-storey building, brick under tile, consisting of kitchen, lounge, family room, dining room, pantry, bathroom, shower, 2 bedrooms, 2 washing cubicles, and an outbuilding consisting of 2 garages, 2 servant's quarters with w.c., store room and 2 washing cubicles.

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

The full conditions of sale can be inspected at the office of the Plaintiff's Attorney, H. L. Rethman, 58 Nelson Street, Richmond, KwaZulu-Natal.

Dated at Richmond on this 8th day of February 2000.

Hugh L. Rethman, Plaintiff's Attorney, 58 Nelson Street (P.O. Box 269), Richmond.

Case No. 8428/98**IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)****In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MICHAEL KENNETH WITTSTOCK, First Defendant, and LYNETTE ALICE WITTSTOCK, Second Defendant**

In terms of a judgment of the above Honourable Court dated 18 November 1999, a sale in execution will be held on 9 March 2000 at 10:00 at Maritime House, 8th Floor, 1 Salmon Grove, Durban to the highest bidder without reserve:

(a) A unit consisting of Section 102 as shown and more fully described in Sectional Plan SS128/1996, in the scheme known as Summer Sands, in respect of the land and building or buildings situated in Durban, of which section the floor area according to the Sectional Plan is fifty-seven (57) square metres in extent; and

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan and held under Deed of Transfer ST4387/1996.

Physical address: 102 Summer Sands, corner Brickhill & Argyle Road, Durban.

Improvements: The following information is furnished but not guaranteed:

A flat consisting of 2 bedrooms (with B.I.C), toilet, bathroom (with shower and bath), lounge (living area), kitchen (with B.I.C), carport, security gate, intercom and communal pool. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

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

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

Dated at Durban this 3rd day of February 2000.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs. Radford/cm/S0932/206.)

Case No. 2725/99

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and PETER LLEWELLYN PISTORIUS, Defendant

In terms of a judgment of the above Honourable Court dated 29 September 1999, a sale in execution will be held on 10 March 2000 at 11:00 at the Sheriff's Sale Room, Estimated 6km to Cato Ridge on the Old Main Road, between Cato Ridge and Inchanga, between Sandop and Inchanga Country Village, to the highest bidder without reserve:

Erf 87, Monteseel, Registration Division FT, in the Outer West Local Council Area, Province of KwaZulu-Natal, in extent 1,2039 (one comma two zero three nine) hectares, held by Deed of Transfer T1709/1996.

Physical address: 87 Rosemary Avenue, Monteseel, Inchanga.

Improvements: The following information is furnished but not guaranteed:

A dwelling consisting of 4 bedrooms, kitchen, lounge/dining-room and bathroom/toilet. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Camperdown.

Dated at Durban this 2nd day of February 2000.

D. H. Botha, Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs. Radford/cm/S0932/341.)

Case No. 2292/99

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and COLIN DAVID WILKIE, First Defendant, and KAREN DEBRA WILKIE, Second Defendant

In pursuance of a judgment granted in the High Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Wednesday, 8 March 2000 at 10:00.

Description: Erf 6005, Pinetown (Extension 59), Registration Division FT, in the Inner West City Council Area and in the Port Natal-Ebhodwe Joint Services Board Area, Province of KwaZulu-Natal, in extent 1 008 (one thousand and eight) square metres, held under Deed of Transfer T18553/96.

Physical address: 25 Fleischer Place, Pinetown.

Zoning: Special Residential.

The property consists of the following: Single level brick under tile dwelling consisting of living-room, three bedrooms, two bathrooms, kitchen, wire fencing, tarmac driveway and gates.

Nothing in this regard is guaranteed.

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

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

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

4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 8th day of February 2000.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J. C. Jones/sh/wilkie.) (Ref. G156348.78427.)

Case No. 1269/99

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

In the matter between KOKSTAD TRANSITIONAL LOCAL COUNCIL, Plaintiff, and F. K. M. NGQANDU, Defendant

In pursuance of judgment granted on 17 September 1999, in the Kokstad Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10 March 2000 at 10:00 at the Sheriff's Office, 63 Dower Street, Kokstad, to the highest bidder:

Description: Erf 996, Kokstad, Registration Division ES, situated in the Kokstad Transitional Area, Province of KwaZulu-Natal, in extent one thousand six hundred and sixty-two (1 662) square metres.

Postal address: 37 St Johns Street.

Improvements: House with six rooms and one toilet, plastered walls and iron roof.

Held by the Defendant in his name under Deed of Transfer T19196/57.

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

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

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

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

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 63 Dower Street, Kokstad.

Dated at Kokstad on this 8th day of February 2000.

Eagle, Barnes & Heyns, Plaintiff's Attorneys, Main Street, Kokstad. [Tel. (039) 727-2018.]

Case No. 3033/99

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JAMES HAROLD DAVIES, First Defendant and SUSAN LESLIE DAVIES, Second Defendant

In pursuance of a judgment granted in the High Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Wednesday, 8 March 2000 at 10:00:

Lot 2, Chelmsfordville, situated in the Gillitts Entity and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 7 114 (seven thousand one hundred and fourteen) square metres, held under Deed of Transfer T21484/92.

Physical address: 19 Sandra Place, Gillits.

Zoning: Special Residential.

The property consists of the following: Single level brick under tile dwelling consisting of entrance hall, lounge, dining-room, study, kitchen, laundry, four bedrooms, two rooms with b.i.c., room with en-suite, bathroom with toilet and toilet (separate). *Outbuildings:* Dougle garage, mild steel sliding gates, pre-cast and wire fencing.

Nothing in this regard is guaranteed.

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

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

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

4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 8th day of February 2000.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J. C. Jones/sh/davies.jh.) (G156348.79326.)

ORANGE FREE STATE ORANJE-VRYSTAAT

Saak No. 44952/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen BOE BANK BEPERK, Eiser, en mnr. JOHANNES NICOLAAS KEOGH, Eerste Verweerder,
en mev. MARIA CATHARINA KEOGH, Tweede Verweerder**

Ingevolge 'n vonnis gedateer 29 Desember 1999 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Woensdag, 8 Maart 2000 om 10:00, te Derdestraat 6A, Westdene, Bloemfontein:

Sekere Eenheid 19 in die Deeltitelskema Soetendal, geleë te Bloemfontein, beter bekend as Soetendal 19, Alwynstraat, Gardeniapark, Bloemfontein, welke eiendom vir woondoeleindes gesoneer is, groot 68 m², gehou kragtens Transportakte ST7415/1995, Soetendal 19, Alwynstraat, Gardeniapark, Bloemfontein.

Vebeterings: 2 slaapkamers, 1 badkamer, kombuis, TV-kamer/woonkamer, afdak, beton-omheining, plaveisel en diefwering.

Voorwaardes van verkoping:

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

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,50% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

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

Gedateer te Bloemfontein hierdie 21ste dag van Januarie 2000.

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

Case No. 3633/98

IN THE HIGH COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ADRIAN STEVEN WINSPEER (I.D. No. 6010295045101), First Defendant, and INGRID ANGELA WINSPEER (I.D. No. 5907170055082), Second Defendant

In execution of a judgment of the High Court of South Africa (Orange Free State Provincial Division) in the abovementioned suite, a sale with/without reserve price is to take place at the Magistrate's Court, Commissie Street, Excelsior, Free State Province on Friday, 3 March 2000 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the office of the Sheriff of the High Court, Tweespruit, 37 Commissie Street, Excelsior, prior to the sale:

"Erf 166, Tweespruit, district Thaba Nchu, Province Free State, measuring 2 677 (two thousand six hundred and seventy seven) square metres, held by Deed of Transfer No. T6714/97, subject to certain servitude conditions and to the reservation of mineral rights together with any buildings or other improvements thereon."

Consisting of lounge, diningroom, living room, 1 sunporch, kitchen, 3 bedrooms, 3 bathrooms, 2 garages, 1 workshop, outside toilet and being 11 Walnut Street, Tweespruit.

Terms: Ten percent (10%) of the purchase price and auctioneer's charges being 5% of the first R30 000,00 or part thereof, 3% on the balance with a maximum of R7 000,00 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within fourteen (14) days from date of the sale.

D. A. Honiball (NS740D), Attorney for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein. [Tel. (051) 448-3145/6/7.]

Saak No. 3239/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen LE ROY, Eiser, en M. DAVID MAKAE, Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerder te die Landdroskantoor, Bethlehem gehou word om 12:00 op Vrydag, 3 Maart 2000, naamlik:

Sekere woonhuis geleë te Erf Nr. 3114, in die dorp en distrik Bethlehem, ook bekend as Impalasingel 29, Bethlehem, groot 1 204 vierkante meter, gehou kragtens Akte van Transport T22238/95.

Terme: Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal, en die balans deur 'n bank of bouverenigingwaarborg binne 14 (veertien) dae na die verkoping van die eiendom.

Die eiendom sal aan die hoogste bieder verkoop word onderhewig aan die bepalinge van Artikel 66 van die Landdroshowe Wet soos gewysig en die regte van preferente skuldeisers, sonder reserwe en die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju te Bethlehem en die kantoor van die Landdros te Bethlehem gedurende kantoorure.

Gedateer die 21ste dag van Januarie 2000.

Du Plessis Bosch & Meyerowitz Ing., Posbus 563, Naudestraat 24, Bethlehem.

Saak No. 1584/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PARYS GEHOU TE PARYS

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en J. G. BOLOSHA, ID No. 5904285209084, Eerste Verweerder, en A. L. BOLOSHA, ID No. 5906230035019, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik Parys gedateer 4 April 1998 en 'n lasbrief vir eksekusie gedateer 28 September 1999, sal die volgende eiendom in eksekusie verkoop word op Woensdag, 1 Maart 2000 om 10:00, te die Landdroshof, Parys, Phillipstraat, Parys:

Erf 112, geleë in die dorp Schonkenville, distrik Parys, provinsie Vrystaat, groot 322 (driehonderd twee-en-twintig) vierkante meter.

Eiendom bestaande uit sitkamer, drie slaapkamers, badkamer en kombuis.

Twintig persent (20%) van die koopprys is betaalbaar by sluiting van die koopvooreenkomst en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshof, No. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as Derde Straat 112, Schonkenville, Parys.

Die volle voorwaardes kan nagegaan word by die kantore van die Balju van die Landdroshof, Phillipstraat, Parys, en by die kantore van die Eiser se prokureurs.

Geteken te Vanderbijlpark op hierdie 21ste dag van Januarie 2000.

Elzabie Maré, vir Gys Louw & Vennote Ing., p.a. Saambou Bank, Kerkstraat 17, Parys. [Tel. No. (016) 931-1755.] (Verw. E. Maré/svt/S0388/142.)

Saak No. 1345/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

**In die saak tussen ABSA BANK, handeldrywende as UNITED BANK, Eiser, en
MARTINUS WESSEL PRETORIUS OPPERMAN, Verweerder**

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerder te die Landdroskantoor, Bethlehem, gehou word op Vrydag, 3 Maart 2000 om 12:00, naamlik:

Sekere woonhuis, geleë te Erf 996, in die dorp en distrik Bethlehem, ook bekend as Ossewastraat 7, Bethlehem, groot 1 480 vierkante meter, gehou kragtens Akte van Transport T11146/90.

Terme: Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal, en die balans deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na die verkoping van die eiendom.

Die eiendom sal aan die hoogste bieder verkoop word onderhewig aan die bepalings van artikel 66 van die Landdroshowewet, soos gewysig, en die regte van preferente skuldeisers, sonder reserwe en die volledige verkoopsvoorwaardes lê ter insae by die kantoor van die Balju te Bethlehem, en die kantoor van die Landdros te Bethlehem, gedurende kantoorure.

Gedateer te die 19de dag van Januarie 2000.

Du Plessis Bosch & Meyerowitz Ing., Posbus 563, Naudestraat 24, Bethlehem.

Saak No. 11570/99

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

**In die saak tussen FREE STATE DEVELOPMENT CORPORATION, Eiser, en J. I. MOLOI, Eerste Verweerder, en
S. O. MOLOI, Tweede Verweerder**

Ingevolge 'n vonnis gelewer op 23 September 1999, in Welkom Landdroshof en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 3 Maart 2000 om 11:00, te Landdroskantore, Tulbach-ingang, Welkom, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Erf 8281, geleë in die dorpsgebied Thabong, distrik Welkom, groot 398 (drie nege agt) vierkante meter, gehou kragtens Transportakte TL7724/99.

Straatadres: Thabong 8281, Welkom.

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

Die eiendom bestaan uit 'n woonhuis en buitegeboue.

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 Constantiastraat 104, Welkom.

Gedateer te Welkom op hierdie 10de dag van Januarie 2000.

Symington & De Kok (Welkom) Ing., Eiser se Prokureurs, Permanente Bank Gebou, Staatsweg 333, Welkom; Posbus 2175, Welkom. (Verw. C. F. Zietsman/Louise/ZF 0004.)

Case No. 20124/99

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

In the matter between FIRST NATIONAL BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ELIZABETH JANSE VAN RENSBURG, I.D. No. 5807020108000, First Defendant, and WILLEM JANSE VAN RENSBURG, I.D. No. 6302105058006, Second Defendant

In pursuance of judgment granted on 5 January 2000, in the Welkom Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 3 March 2000 at 11:00, at Magistrate's Court, Tulbach Entrance, Welkom, to the highest bidder:

Description: Erf 1115, situated in the City of Riebeeckstad, District of Welkom, Province of the Free State, in extent 1 650 (one thousand six hundred and fifty) square metres.

Postal address: 49 Aurora Street, Riebeeckstad, Welkom, 9459.

Improvements: One dwelling-house with outbuildings.

Held by the Defendant's in their name under Deed of Transfer T3745/1991.

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

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

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 104 Constantia Street, Welkom, 9460.

H. V. Jordaan, for Symington & De Kok (Welkom) Inc., Plaintiff's Attorneys, Sonleyri Chambers, 24 Heeren Street, Welkom; P.O. Box 2175, Welkom, 9460. [Tel. (057) 353-3051.] (Ref. H. V. Jordaan/SO/AE 0343.)

Saak No. 1978/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE WITSIESHOEK

In die saak tussen NEDCOR BANK BEPERK, Eiser, en SEEISO LAWRENCE MALAU, Verweerder

Kragtens 'n vonnis by verstek en 'n lasbrief vir eksekusie teen onroerende goed van bogemelde Agbare Hof gedateer 19 Oktober 1999, sal die onderstaande eiendom op 3 Maart 2000 om 09:00, voor die Landdroskantore, Southeystraat, Witsieshoek, in eksekusie geregtelik aan die hoogste bieder verkoop word, naamlik:

Die Verweerder se reg, titel en belang in Erf 7173A, Phuthaditjhaba, distrik Witsieshoek, provinsie Vrystaat.

Die volledige verkoopvoorwaardes lê ter insae by die Balju vir die Landdroshof, Witsieshoek, telefoonnommer (058) 713-0299.

Geteken te Witsieshoek op hierdie 10de dag van Januarie 2000.

Balju vir die Landdroshof, Witsieshoek, Witsieshoek.

Cloete & Neveling, Prokureur vir Eiser, Cloete en Neveling-gebou, Volkskas City Building, Setsing iii, Phuthaditjhaba, 9866; Posbus 69, Harrismith, 9880. (Verw. P. G. van Wyk/tg/H596.)

Saak No. 42470/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen ABSA BANK BEPERK, Eiser, en TSHEDISO PATRICK TSOELA, N.O., Eerste Verweerder, en SHEILA THANDIWE TSOELA, N.O., Tweede Verweerder, en TSHEDISO PATRICK TSOELA, Derde Verweerder, en SHEILA THANDIWE TSOELA, Vierde Verweerder

In eksekusie van 'n vonnis van die bogemelde Agbare Hof, in bogenoemde saak, sal 'n verkoping in eksekusie gehou word, sonder voorbehoud, te die kantore van die Balju van die Landdroshof, Bloemfontein-Wes, Derdestraat 6A, Westdene, Bloemfontein, op Woensdag, 8 Maart 2000 om 10:00, op die voorwaardes soos wat uitgelees sal word deur die afslaer op die tyd en datum van die verkoping ten opsigte van die volgende eiendom van die Verweerder:

Sekere Eenheid 2, in die skema bekend as Dennekruin, geleë te Bloemfontein, Vrystaat-provinsie, en beter bekend as Dennekruin 2, Kellnerstraat 32, Westdene, Bloemfontein, gehou deur die Verweerder kragtens Transportakte ST15778/1996, met verbeterings daarop.

Terme: Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal, en die balans deur 'n bank- of bouvereniging waarborg binne 14 (veertien) dae na die verkoping van die eiendom.

Verbeterings: Ja.

Voorwaardes: Die verkoopvoorwaardes sal ter insae lê by die kantore van die Balju en kan daar nagegaan word gedurende kantoorure.

Geteken te Bloemfontein op hierdie 5de dag van Februarie 2000.

Aan: Die Balju van die Landdroshof, Bloemfontein-Wes, Derde Straat 6A, Westdene, Bloemfontein. [Tel. (051) 447-8745.]

E. Holtzhausen, vir Webbers, Prokureurs vir Eiser, Webbersgebou, Charlesstraat 96, Bloemfontein. (Verw. E. Holtzhausen.)

Saak No. 3875/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen ABSA BANK BEPERK, Eiser, en H. J. JANSE VAN RENSBURG, Verweerder

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 97-06-19, en 'n lasbrief vir eksekusie uitgereik teen Verweerder, sal die ondervermelde eiendom per Openbare Veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tye van die verkoping deur Piet Strydom Afslaers voorgelees word, te die perseel geleë te die kantore van die Balju, Bloemfontein-Wes, Derdestraat 6A, Bloemfontein, op Woensdag, 8 Maart 2000 om 10:00, naamlik:

Sekere Erf 6833 (Uitbreiding 39), geleë in die stad en distrik Bloemfontein. 'n 4 slaapkamer woning, ingeboude kaste, 1 badkamer, kombuis, tv-kamer, eetkamer, sitkamer, 1 motorhuis, 1 afdak, sinkdak, buitegeboue, besproeiing, boorgat, 1/2 draadomheining en diewering. Beter bekend as Johannes Rabiestraat 16, Wilgehof, Bloemfontein. Groot 972 (nege sewe twee) vierkante meter, gehou kragtens Akte van Transport T20453/1995, onderhewig aan sekere voorwaardes en die voorbehoud van sekere minerale regte, soos daarin uiteengesit.

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

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

Geteken te Bloemfontein op hierdie 10de dag van Januarie 2000.

Balju, Bloemfontein.

N. C. Oosthuizen, E G Cooper & Seuns Ingelyf, Cooper Huis, St Andrewstraat 157, Bloemfontein. [Tel. (051) 447-3374.] (Verw. NO/ms/AK0613.)

Saak No. 35506/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NEDCOR BANK BEPERK, Eiser, en J. S. VAN NIEKERK, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 11 November 1999 en lasbrief van eksekusie gedateer 2 November 1999, sal die volgende eiendom in eksekusie verkoop word op 8 Maart 2000 om 09:00, te Loch Logan Park 708, Voortrekkerstraat, Westdene, Bloemfontein, te wete:

Sekere:

1. (a) Deel No. 56, soos getoon en vollediger beskryf op Deelplan Nr. SS12/1995, in die skema bekend as Loch Logan Park, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, Provinsie Vrystaat, van welke deel die vloeroppervlakte volgens genoemde deelplan 88 (agt en tagtig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken.

Gehou kragtens Transportakte Nr. ST29605/97.

2. 'n Uitsluitlike gebruiksgebied beskryf as Parkeerplek P57, groot 12 (twaalf) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom bevattende die grond en die skema bekend as Loch Logan Park ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, Provinsie Vrystaat, soos getoon en vollediger beskryf of Deelplan No. SS12/1995 gehou kragtens Notariële Akte van Sessie van Saaklike Regte No. SK1153/97.

Verbeterings: Bestaande uit 2 slaapkamers, 1 badkamer, kombuis en sitkamer.

Voorwaardes van verkoping:

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

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% van die koopprys in kontant onmiddellik na afhandeling van die veiling.

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 16,5% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

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

Gedateer te Bloemfontein op hierdie 10de dag van Januarie 2000.

N. Viljoen, Prokureur vir Eiser, Hill, McHardy & Herbst, Hill, McHardy & Herbst Gebou, Tweede Vloer, Elizabethstraat 23, Bloemfontein. (Verw. N. Viljoen/imc/C04865.)

Saak No. 12867/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN**In die saak tussen NEDCOR BANK BEPERK, Eiser, en MARTHINUS JOHANNES KAPP, Verweerder**

Ingevolge 'n vonnis gelewer op 23 Februarie 1998, in die Bloemfontein Landdroshof en 'n lasbrief van eksekusie daarna uitgereik word die goedere hieronder beskryf, in eksekusie verkoop op 8 Maart 2000 om 11:30, te Surreystraat 2, Heuwelsig, Bloemfontein, aan die hoogste bieder:

Sekere Gedeelte 3 van 1 van Erf 2295, geleë in die stad en distrik Bloemfontein (ook bekend as Surreystraat 2, Heuwelsig, Bloemfontein), grootte 1 246 vierkante meter, gehou kragtens Transportakte T20852/1993, onderhewig aan voorwaardes.

Verbeterings: Enkelverdieping woonhuis gesoneer slegs vir woondoeleindes met 4 slaapkamers, 2 badkamers, 1 sitkamer, 1 eetkamer, 1 gesinskamer, 1 studeerkamer, 1 kombuis en 'n bediende kamer en 'n motorhuis.

Die koper moet afslaaersgelde, 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 voorwaardes van verkoop mag gedurende kantoor ure by die kantoor van die Balju van die Landdroshof, Bloemfontein-Wes, nagesien word.

Gedateer te Bloemfontein op hede 18de dag van Januarie 2000.

G. B. A. Gerdener, Eiser se Prokureurs, McIntyre & Van der Post Prokureurs, Barnesstraat 12, Arboretum, Bloemfontein. (Verw. G C K 095.)

Saak No. 1750/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BOTHAVILLE GEHOU TE BOTHAVILLE**In die saak tussen BOTHAVILLE/KGOTSONG OORGANGSRAAD, Eiser, en L. J. MOLEBELELI, Verweerder**

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore, Presidentstraat 90, Bothaville in eksekusie verkoop om 17:00 op 8 Maart 2000:

1. Erf 31, Kgotsong, Bothaville (geboude huis met 4 slaapkamers, 1 sitkamer, 1 eetkamer, 1 kombuis, 1 toilet en motorhuis).

Die volledige Verkoopsvoorwaardes is ter insae by die kantore van die Balju te Presidentstraat 90, Bothaville en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 20% van die koopprys in kontant betaalbaar is met ondertekening van hierdie voorwaardes;

2. Die balans koopprys met rente daarop teen 20,50% per jaar, moet gewaarborg word binne 30 (dertig) dae vanaf datum van verkoping met 'n goedgekeurde bank of ander goedgekeurde waarborg.

3. Die Afslaer se kommissie is onmiddellik betaalbaar.

Geteken te Bothaville op hierdie 26ste dag van Januarie 2000.

Prokureurs vir Eiser, Mnre Carey & Botha Ingelyf, Presidentstraat 13 (Posbus 7), Bothaville, 9660. (Verw. mn. Strauss/EJ.) [Tel. (056) 515-2129.]

Case No. 2796/99

IN THE HIGH COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ANTONIO CORREIA COUTINHO (I.D. No. 7403305191081), Defendant

In execution of a Judgment of the High Court of South Africa (Orange Free State Provincial Division) in the abovementioned suite, a sale with/without reserve price is to take place at the Main Entrance of the Magistrate's Court, Weeber Street, Odendaalsrus, Free State Province on Friday, 3 March 2000 at 09:00 of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the office of the Sheriff of the High Court, Erasmus Building, Odendaalsrus, prior to the sale:

"Erf 2610, Odendaalsrus (Extension 7), district Odendaalsrus, Province Free State, measuring 1 113 (one thousand one hundred and thirteen) square metres, held by Deed of Transfer No. T30618/97, subject to certain reservation of Mineral Rights and other conditions contained therein".

Consisting of lounge, diningroom, living room, 4 bedrooms, kitchen, 2 bathrooms, servant's room and toilet, carport and being 19 Boron Street, Odendaalsrus.

Terms: Ten per cent (10%) of the purchase price and Auctioneer's charges being 5% of the first R30 000,00 or part thereof, 3% on the balance with a maximum of R7 000,00 in cash on the day of the sale, the balance against transfer to be secured by a Bank or Building Society or other acceptable guarantee furnished within fourteen (14) days from date of the sale.

D. A. Honiball, Attorney for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein. [Tel. (051) 448-3145/6/7.]

Saak No. 607/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen ABSA BANK BEPERK, Eiser, en AUBREY BARRY, Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof en 'n Lasbrief tot Eksekusie, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerder te die Landdroskantoor, Bethlehem gehou word om 12:00, op Vrydag, 3 Maart 2000, naamlik:

Sekere woonhuis geleë te Erf nr. 30 in die dorp Bakenpark, distrik Bethlehem, groot 318 vierkante meter, gehou kragtens Akte van Transport T12496/84.

Terme: Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal, en die balans deur 'n bank of bouverenigingwaarborg binne 14 (veertien) dae na die verkoping van die eiendom.

Die eiendom sal aan die hoogste bieder verkoop word Onderhewig aan die Bepalings van Artikel 66 van die Landdroshowe Wet soos gewysig en die regte van Preferente Skuldeisers, sonder reserwe en die volledige verkoopsvoorwaardes lê ter insae by die kantoor van die balju te Bethlehem en die kantoor van die Landdros te Bethlehem, gedurende kantoorure.

Gedateer die 25ste dag van Januarie 2000.

Du Plessis Bosch & Meyerowitz Ing., Posbus 563, Naudestraat 24, Bethlehem.

Case No. 757/99

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

In the matter between BLOEMFONTEIN TRANSITIONAL LOCAL COUNCIL, Plaintiff, and I. S. TLOOME, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bloemfontein granted on 12 February 1999 and a warrant of execution, the following property will be sold in execution with/without reserve to the highest bidder on Friday, 10 March 2000 at 10:00, at the offices of the Sheriff, Bloemfontein East, 5 Barnes Street, Westdene, Bloemfontein, to the highest bidder:

Certain Erf 16971, Mangaung, Bloemfontein, measuring 300 (three hundred) square metres, held by virtue of Deed of Transfer TL1699/1992, subject to certain conditions referred to therein, and being 16971, Sameul Matlhoko Street, Mangaung, Bloemfontein.

Terms:

1. All bids will be accepted and the purchaser shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The balance of the purchase price will bear interest at the rate of 26,25% from date of sale to date of registration.

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

3. The conditions of sale which will be read prior to the sale, will be available for inspection at the offices of the Plaintiff's attorney and the Sheriff of the Court, Bloemfontein East, 5 Barnes Street, Westdene, Bloemfontein.

Dated at Bloemfontein on this 25th day of January 2000.

Mrs Baumann/CC., for Israel & Sackstein, Attorney for the Plaintiff, 26/28 Aliwal Street, Bloemfontein. [Tel. (051) 448-3145.]

Saak No. 985/99

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen HARRISMITH MUNISIPALITEIT, Eiser, en W. SIMELANE, Verweerder

Kragtens 'n vonnis by verstek en 'n lasbrief vir eksekusie teen onroerende goed van bogemelde Agbare Hof gedateer 23 September 1999, sal die onderstaande eiendome op 10 Maart 2000 om 09:00, te die Baljukantore, Southeystraat, Harrismith, in eksekusie geregtelik aan die hoogste bieder verkoop word, naamlik:

Die Verweerder se reg, titel en belang in Erf 829, geleë te Tshiame A, distrik Harrismith.

Die volledige verkoopvoorwaardes lê ter insae by die Balju vir die Landdroshof, Harrismith, Tel. (05862) 3-0703.

Geteken te Harrismith op hierdie 26ste dag van Januarie 2000.

Balju vir die Landdroshof, Harrismith.

Cloete & Neveling, Prokureur vir Eiser, Southeystraat 29A, Harrismith, 9880. (Verw. P. G. van Wyk/dt/HZ322.)

Saak No. 1347/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en FALITHENJWA FRANCE DECK, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 13 Desember 1999 in die Landdroshof, Virginia, sal die volgende eiendom verkoop word op Vrydag, 3 Maart 2000 om 10:00, te die Landdroskantore, Virginia:

Erf 488, Meloding-uitbreiding 1, distrik Ventersburg, groot 328 vierkante meter, bestaande uit:

Sitkamer, kombuis, twee slaapkamers en badkamer met toilet. *Buitegeboue*: Motorhuis.

Voorwaardes van verkoping:

1. Voetstoots sonder reserwe.

2. *Koopprys*: Deposito van 10% (tien persent) in kontant na veiling en balans tesme met rente binne 14 (veertien) dae.

3. Verkoopvoorwaardes lê ter insae by kantore van Balju, Virginia.

Gedateer te Virginia op hierdie 25ste dag van Januarie 2000.

H. Badenhorst, vir Roma Badenhorst & Seun, Atriumgebou, Unionstraat 15 (Posbus 21), Virginia, 9430. (Verw. HB/MP/DN0065.)

Saak No. 11678/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen WELKOM MUNISIPALITEIT, Eksekusieskuldeiser, en A. S. NKOANE, Eerste Eksekusieskuldenaar, en M. C. NKOANE, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 11 Oktober 1999 in die Landdroshof te Welkom sal die volgende eiendom verkoop word op 10 Maart 2000 om 11:00 te die Tulbachingang, Landdroskantore:

Sekere Erf 8187, groot 4 780 vierkante meter, geleë te Thabong, distrik Welkom, gehou kragtens Akte van Transport TL4960/91 geregistreer en onderhewig aan sekere serwitute.

Beskrywing: Woonhuis.

Verbeterings:—.

Buitegebou:—.

Voorwaardes van verkoping:

(1) Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae verkoop word aan die hoogste bieder, en verder onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

(2) Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 'n koers van 20,75% per jaar vanaf 21 Januarie 2000 tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

(3) Die volle verkoopvoorwaardes wat deur die Geregsbode of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hede die 28ste dag van Januarie 2000.

Saak No. 21733/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BOE BANK BEPERK, Eiser, en E. D. LEWER, Verweerder

Uit kragte van 'n vonnis van die Landdroshof van Bloemfontein en kragtens 'n lasbrief vir eksekusie gedateer 16 Augustus 1999, sal die volgende eiendom per publieke veiling op Woensdag, 8 Maart 2000 om 10:00, deur die Balju van die Landdroshof, Bloemfontein-Wes, Derde Straat 6A, Bloemfontein, aan die hoogste bieder verkoop word naamlik:

Eiendomsbeskrywing: Erf 3904, Bloemfontein-uitbreiding 18, gehou kragtens Transportakte T14934/98 en beter bekend as Drommedarisstraat 7, Dan Pienaar, Bloemfontein.

Die eiendom bestaan uit die volgende: 'n Woonhuis, welke woning gesoneer is vir woondoeleindes bestaande uit drie slaapkamers, twee badkamers, sitkamer, eetkamer, TV kamer, kombuis, 'n swembad en 'n woonstel met twee slaapkamers, toilet, twee motorhuise, afdak vir twee motors, Corodrive en die eiendom is omhein.

Verbeterings: Nul.

Die volle en volledige verkoopvoorwaardes sal net voor die verkoping deur die Balju uitgelees word en lê ter insae by die kantoor van die Balju, Bloemfontein-Wes of by die Eksekusieskuldeiser se prokureurs en kan tydens kantoorure besigtig word.

Geteken te Bloemfontein hierdie 3de dag van Februarie 2000.

T. Wolmarans, vir Symington & De Kok, Prokureur vir Eiser, Symington en De Kokgebou, Voortrekkerstraat 169B, Bloemfontein.

Saak No. 3823/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen ABSA BANK BEPERK, Eiser, en I. G. COLLETT, Verweerder

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 2 April 1998 en 'n lasbrief vir ekekusie uitgereik teen Verweerder sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tye van die verkoping deur die afslaer voorgelees word, te die perseel geleë te die kantore van Balju Bloemfontein-Wes, Derde Straat 6A, Bloemfontein, op Woensdag, 8 Maart 2000 om 10:00:

Sekere restant van Onderverdeling 1, van die plaas Groenewoud A 2004, distrik Bloemfontein, Vrystaat Provinsie, groot 2,1414 (twee komma een vier een vier) hektaar, gehou kragtens Transportakte T7072/1991, onderhewig aan die voorwaardes soos daarin uiteengesit.

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

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

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

Balju, Bloemfontein-wes.

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

Saak No. 12462/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen ABSA BANK BEPERK, Eiser, en IZAK CHRISTOFFEL MARAIS, Verweerder

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 10 Februarie 1999 en 'n lasbrief vir eksekusie uitgereik teen Verweerder sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tye van die verkoping deur die afslaer voorgelees word, te die perseel geleë te die kantore van Balju Bloemfontein Wes, Derdestraat 6A, Westdene, Bloemfontein, op Woensdag, 8 Maart 2000 om 10:00:

Sekere Onderverdeling 6 van die plaas Voorspoed 1788, distrik Bloemfontein, Provinsie, geleë in die stad en distrik Bloemfontein, beter bekend as Van Vuurenlaan, Spitzkop, Bloemfontein, 'n woonhuis bestaande uit 1 hoofslaapkamer met eie badkamer, 3 x gewone slaapkamers, 2 badkamers (hoofslaapkamer ingesluit), eetkamer, woonkamer, 1 x toesluit motorhuis, 1 x waskamer, 1 x opwas, 1 x koelkamer, 1 x spens, 1 x studeerkamer, 1 x inrit, 2 x stoep (beton en teëls), 1 x ingangsportaal, 1 x patio, 1 x onthaal-area, 1 x kluis (ingebou), 1 x skuur met stoor en 'n werkskamer, 1 x buite woonstel met 'n badkamer, sit- en eetkamer, kombuis en 1 x slaapkamer, groot 4,3000 (vier komma drie nul nul nul) hektaar, gehou kragtens Akte van Transport T15998/1994, onderworpe aan die voorwaardes soos daarin vervat.

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

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

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

Balju/Bloemfontein-Wes.

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

Saak No. 7/99

IN DIE LANDDROSHOF VIR DIE DISTRIK FRANKFORT GEHOU TE FRANKFORT

In die saak tussen ABSA BANK BEPERK h/a ALLIED BANK, Eiser, en JOHANNES FREDERIK JANSE VAN RENSBURG, Verweerder

Neem kennis dat die Balju van Frankfort op sterkte van 'n vonnis en 'n lasbrief gedateer 16 April 1999, beslag gelê het op die reg, titel en belang in en tot hiernavermelde vaste eiendom, welke eiendom per geregtelike verkoping verkoop sal word op Vrydag, 10 Maart 2000 om 10:00, te die Landdroskantore, Van Reenenstraat, Frankfort:

Reg, titel en belang in en tot Erf 252, Frankfort.

Onderworpe aan die volgende voorwaardes:

1. Ten aansien van die vaste eiendom sal die koopprys by ondertekening van die verkoopsvoorwaardes betaalbaar wees deur die verskaffing van 'n bank of bougenootskap waarborg.

2. Verkoping geskied voetstoots.

3. Volledige verkoopsvoorwaardes ten aansien van die vaste eiendom sal voor die veiling uitgelees word, en is voor die tyd beskikbaar by die afslaers sowel as by die Balju.

4. Besigtiging kan gereël word.

5. Verdere besonderhede ten aansien van koop is ter insae by die afslaer hieronder vermeld.

Gedateer te Frankfort op hierdie 31ste dag van Januarie 2000.

F. P. Visser, vir Claasen, Van der Watt & Visser, Strydomstraat 11, Posbus 7, Frankfort, 9830. (Verw. mnr. Visser/fvz.)

Saak No. 26305/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen EERSTE NASIONALE BANK VAN SA BEPERK, Eiser, en mev. E. GEERINGH, Verweederes

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 21 November 1997 en lasbrief tot eksekusie, sal die volgende onroerende eiendom in eksekusie verkoop word op Woensdag, 8 Maart 2000 om 10:00, deur die Balju, Bloemfontein Wes te Derdestraat 6A, Bloemfontein:

Verweerder se reg, titel en belang in en tot die eiendom naamlik:

1. Sekere Erf 596, geleë in die dorp Langenhovenpark, Uitbreiding 1, distrik Bloemfontein, groot 1 200 vierkante meter, gehou kragtens Transportakte T22038/1997, bekend as Elizabeth Eybersstraat 14, Langenhovenpark, Bloemfontein, bestaande uit 'n woonhuis met 3 slaapkamers, 1 gastekamer, 1 eetkamer, 1 sitkamer, 1 studeerkamer, 1 motorhuis en swembad.

2. Sekere Deel 88, The Village Square, Bloemfontein, groot 19 (negentien) vierkante meter, gehou kragtens Deelplan SS65/95, bekend as Deel 88, The Village Square, Eerstelaan, Bloemfontein, bestaande uit 'n enkelwoning met toilet, stort, wasbak en motorafdak, beide bogemelde eiendomme is gesoneer vir woondoeleindes.

Die volle en volledige verkoopsvoorwaardes sal net voor die verkoping deur die Balju uitgelees word en lê ter insae by die kantoor van die Balju, Bloemfontein Wes of by die Eksekusieskuldeiser se prokureurs en kan tydens kantoorure besigtig word.

Geteken te Bloemfontein op hierdie 27ste dag van Januarie 2000.

De B. Human, Prokureur vir Eiser, Symington & De Kok, Symington & De Kokgebou, Voortrekkerstraat 169B, Bloemfontein.

Saak No. 994/99

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen HARRISMITH MUNISIPALITEIT, Eiser, en MARY NOMBUYISELO MALIWA, Verweerder

Kragtens 'n vonnis by verstek en 'n lasbrief vir eksekusie teen onroerende goed van bogemelde Agbare Hof gedateer 23 September 1999, sal die onderstaande eiendomme op 10 Maart 2000 om 09:00, te die Balju kantore, Southeystraat, Harrismith, in eksekusie geregtelik aan die hoogste bieder verkoop word, naamlik:

Die verweerder se reg, titel en belang in Erf 634, geleë te Tshiame A, distrik Harrismith.

Die volledige verkoopsvoorwaardes lê ter insae by die Balju vir die Landdroshof, Harrismith (05862) 3-0703.

Geteken te Harrismith op hierdie 20ste dag van Januarie 2000.

Balju vir die Landdroshof, Harrismith.

Cloete en Neveling, Prokureur vir Eiser, Southeystraat 29A, Harrismith, 9880. (Verw. P. G. van Wyk/dt/HZ304.)

Saak No. 274/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen HARRISMITH PLAASLIKE OORGANGSRAAD, Eiser, en JONAS TEBHO TLAETLAE, Verweerder

Kragtens 'n vonnis by verstek en 'n lasbrief vir eksekusie teen onroerende goed van bogemelde Agbare Hof gedateer 20 September 1999, sal die onderstaande eiendomme op 10 Maart 2000 om 09:00, te die Balju kantore, Southeystraat, Harrismith, in eksekusie geregtelik aan die hoogste bieder verkoop word, naamlik:

Die verweerder se reg, titel en belang in Erf 764, geleë te Tshiame A, distrik Harrismith.

Die volledige verkoopsvoorwaardes lê ter insae by die Balju vir die Landdroshof, Harrismith (05862) 3-0703.

Geteken te Harrismith op hierdie 20ste dag van Januarie 2000.

Balju vir die Landdroshof, Harrismith.

Cloete en Neveling, Prokureur vir Eiser, Southeystraat 29A, Harrismith, 9880. (Verw. P. G. van Wyk/dt/HZ52.)

Saak No. 9406/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen ABSA BANK BEPERK, Eiser, en RASEBOLAI PETRUS MODIRWA, 1ste Verweerder, en KEDIBONE MARIA MODIRWA, 2de Verweerder

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 10 Junie 1998 en 'n lasbrief vir eksekusie uitgereik teen Verweerders sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tye van die verkoping deur Limousine Afslaaers voorgelees word, te die perseel geleë te die kantore van Balju-Oos, Barnesstraat, Bloemfontein, op Vrydag, 10 Maart 2000 om 10:00:

Sekere Erf 5413 (Uitbreiding 8), geleë in die dorpsgebied van Mangaung, distrik Bloemfontein, beter bekend as Nthatidistraat 2701, Bloemfontein, 'n woonhuis bestaande uit 3 slaapkamers, 2 badkamers, woon- en eetkamer, kombuis, 2 stoorkamers en 1 motorhuis, groot 399 (drie nege nege) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL6267/1993, onderworpe aan sekere voorwaardes.

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

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

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

Balju-Oos, Bloemfontein.

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

Saak No. 4483/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen ABSA BANK BEPERK, Eiser, en VICTOR CROWDER, Verweerder

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 15 Maart 1999 en 'n lasbrief vir eksekusie uitgereik teen Verweerder sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tye van die verkoping deur Limousine Afslaer, voorgelees word, te die perseel geleë te die kantore van Balju-Oos, Barnestraat, Bloemfontein, op Vrydag, 10 Maart 2000 om 10:00:

Sekere Erf 3151 (Uitbreiding 5), geleë in die dorpsgebied Ashbury, distrik Bloemfontein, Provinsie Vrystaat, beter bekend as Violetstraat 16, Heidedal, Bloemfontein, 'n woonhuis bestaande uit 3 slaapkamers, 2 badkamers, sit- en eetkamer, kombuis, 1 stoep en 1 x patio, groot 288 (twee agt agt) vierkante meter, gehou kragtens Transportakte T9334/1987, onderworpe aan die voorwaardes daarin vervat.

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

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

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

Balju-Oos, Bloemfontein.

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

Saak No. 31970/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen ABSA BANK BEPERK, Eiser, en ABRAHAM JOHANNES HERBST, 1ste Verweerder, en
GESINA CHRISTINA JACOBA HERBST, 2de Verweerder**

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 14 Oktober 1999 en 'n lasbrief vir eksekusie uitgereik teen Verweerder sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tye van die verkoping deur Limousine Afslaers voorgelees word, te die perseel geleë te die kantore van Balju-Oos, Barnestraat, Bloemfontein, op Vrydag, 10 Maart 2000 om 10:00:

Sekere Erf 7744, geleë in die stad en distrik Bloemfontein, beter bekend as De Waalweg 39, Ehrlichpark, Bloemfontein, 'n woonhuis (planne nie beskikbaar wat woning uiteensit nie) met 1 x motorhuis, 1 x bediendekamer, 1 x kolekas en toilet, groot 894 (agt nege vier) vierkante meter, gehou kragtens Akte van Transport T2507/74, onderworpe aan die voorwaardes soos daarin vervat.

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

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

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

Balju-Oos, Bloemfontein.

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

Saak No. 17140/99

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen STANDARD BANK VAN SA BEPERK, Eksekusieskuldeiser, en Mnr. J. J. FERREIRA, Eerste Eksekusieskuldenaar, en Mev. E. FERREIRA, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis van die Welkom Landdroshof gedateer 9 November 1999 en 'n lasbrief vir eksekusie, sal die volgende eiendom verkoop word, op Vrydag, 3 Maart 2000 om 11:00, te die Landdroshof, Welkom:

Sekere Erf 3510, geleë in die dorpsgebied Riebeeckstad, distrik Welkom, groot 833 (agthonderd drie-en-dertig) vierkante meter, gehou deur die Verweerder kragtens Sertifikaat van Transportakte T12897/1996.

Voorwaardes van verkoping:

(a) Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die Reëls daarkragtens uitgevaardig.

(b) Die koopprys sal soos volg betaal wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae na die verkoping of moet binne gemelde tydperk verseker word deur 'n bank- of bouverenigingwaarborg.

(c) Die volle verkoopvoorwaardes wat deur die Balju of die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom op hierdie 2de dag van Februarie 2000.

L. P. Grimsell, vir Andrews, Podbielski & Gimsell Inc., Eiser se Prokureur, Boland Bankgebou, Elisabethstraat (Posbus 595), Welkom, 9460. (Verw. Grimsell/yk/G008028.)

Saak No. 38710/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en C. A. BELL, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n lasbrief vir eksekusie sal die volgende eiendom, op Vrydag, 25 Februarie 2000 om 10:00, te Barnesstraat 5, Westdene, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Erf 91, ook bekend as 91 Olive Hill, geleë in die dorp en stad Bloemfontein, groot 4.2827 H, gehou kragtens Akte van Transport T2586/1978.

Die koper sal 10% van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein gedurende kantoorure.

Geteken te Bloemfontein op hierdie 2de dag van Februarie 2000.

J. M. Burger, vir Honey & Vennote Ing., Prokureur vir Eiser, Eerste Verdieping, Watervalsentrum, Aliwalstraat (Posbus 29), Bloemfontein.

Saak No. 23473/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en Mnr. PETRUS ALBERTUS VAN DER MERWE N.O., Eerste Verweerder, en Mev. ANNA FRANCINA GROBBLAAR VAN DER MERWE N.O., Tweede Verweerder

Ingevolge 'n Vonnis gedateer 29 Junie 1999 en 'n Lasbrief vir Eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Woensdag, 8 Maart 2000 om 10:00, te Derdestraat 6A, Westdene, Bloemfontein:

Sekere: Gedeelte 46 (van 17) van die plaas Hartebeesfontein 2477, distrik Bloemfontein, Provinsie Vrystaat, beter bekend as Van Wykiaan 17, Bainsvlei, Bloemfontein welke eiendom gesoneer is vir boerderydoeleindes, groot 4,2827 ha, gehou kragtens Transportakte T2834/88, Van Wykiaan 17, Bainsvlei, Bloemfontein.

Verbeterings: Daar is geen verbeteringe op die eiendom nie. Water word voorsien uit 3 boorgate en draagbare pypord gebruik om gewasse te benat vanaf 'n moederlyn. Twee boorgate is toegegerus met dompelpompe en 'n derde een is nie toerus nie.

Voorwaardes van verkoping:

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

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling;

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 23% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

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

Gedateer te Bloemfontein hiedie 4de dag van Februarie 2000.

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

Saak No. 4481

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en NONTETWA VERONICA MAPHASA
(ID No. 6308240462086), Eksekusieskuldenaar**

Ingevolge 'n vonnis in die Landdroshof, Virginia, en 'n lasbrief vir eksekusie gedateer 24 November 1999, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 3 Maart 2000 om 10:00, te die Landdroskantoor, Virginia:

Erf nr. 1411, Eureka Park, geleë te en bekend as 1411 Eureka Park, Meloding, Uitbreiding 1, Ventersburg, gesoneer v woondoeleindes, groot 228 (tweehonderd agt en twintig) vierkante meter, gehou kragtens Transportakte nommer TL7612/1990

Verbeterings: 'n Woonhuis met normale buitegeboue.

Voorwaardes van verkoping:

1. Die eiendom sal "voetstoots" verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, Nr. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig;

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 'n koers van 17.5% per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde Bank- of Bougenootskapwaarborg.

3. Die volle Verkoopsvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die Kantoor van die Balju, Virginia ingesien word.

Gedateer te Virginia op hierdie 3de dag van Februarie 2000.

M. J. Willemse, Haasbroek-Willemse, Prokureurs vir Eksekusieskuldeiser, Haasbroek-Willemse Gebou, Virginia-Tuine 26, Virginia.

Saak No. 2698/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en ANDRIES JOHANNES BOTHA, Verweerder

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 1/9/99 en 'n Lasbrief tot Uitwinning uitgereik teen Verweerder sal die ondervermelde eiendom per Openbare Veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tye van die verkoping deur Die Afslaer voorgelees word, te die perseel geleë te die Balju Kantore, Presidentstraat 3, Bothaville, op Woensdag, 8 Maart 2000 om 17:30, naamlik:

Sekere: Erf 403, geleë in die dorp en distrik Bothaville, Provinsie Vrystaat, 'n 4 slaapkamer woning, 2 badkamers, aparte toilet, tv-kamer, sitkamer, eetkamer, kombuis, opwaskamer, 2 garages en 3 buite kamers. Beter bekend as Greylingstraat 23, Bothaville.

oot: 2565 (twee vyf ses vyf) vierkante meter, gehou kragtens Akte van Transport T634/1994, onderhewig aan sekere voorwaardes soos daarin uiteengesit.

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

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

Geteken te Bloemfontein op hierdie 9 dag van Februarie 2000.

Balju/Bothaville.

C. Oosthuizen, E. G. Cooper & Seuns Ingelyf, Cooper Huis, St Andrewstraat 157, Bloemfontein. [Tel. (051) 447-3374.]
(Ref. O/ms/AK1220.)

Saak No. 3974/98

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en KAREL STEPHANUS ERASMUS, Eerste Verweerder, en
JUDITH ELIZABETH ERASMUS, Tweede Verweerder**

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 2/11/99 en 'n Lasbrief tot Uitwinning bereik teen Verweerder sal die ondervermelde eiendom per Openbare Veiling verkoop word aan die hoogste bieder op enige terme en voorwaardes wat ten tye van die verkoping deur Die Afslaer voorgelees word, te die perseel geleë te Echstraat 7, Winburg, op Vrydag, 3 Maart 2000 om 11:00, naamlik:

Sekere: Erf 562 (Uitbreiding 1), geleë in die dorp en distrik Winburg, Provinsie Vrystaat, 'n 4 slaapkamer siersteen woning, sitkamers, eetkamer, kombuis, 1 badkamer, groot lapa, 3 motorhuise, buitekamer en groot gevestigde tuin. Beter bekend as Echstraat 7, Winburg.

Groot: 1604 (een ses nul vier) vierkante meter, gehou kragtens Akte van Transport T20899/1995, onderhewig aan sekere voorwaardes soos daarin uiteengesit.

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

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

Geteken te Bloemfontein op hierdie 9 dag van Februarie 2000.

Balju/Winburg.

N. C. Oosthuizen, E. G. Cooper & Seuns Ingelyf, Cooper Huis, St Andrewstraat 157, Bloemfontein. [Tel. (051) 447-3374.]
(Ref. NO/ms/AK1000.)

Saak No. 819/98

IN DIE LANDDRISOHOF VIR DIE DISTRIK VAN WINBURG GEHOU TE WINBURG

In die saak tussen ABSA BANK BEPERK, Eiser, en MAX WILLIAM GULDENPFENNING, Verweerder

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 25/11/98 en 'n Lasbrief vir eksekusie uitgereik teen Verweerder sal die ondervermelde eiendom per Openbare Veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tye van die verkoping deur Die Afslaer voorgelees word, te die perseel geleë te Sternstraat 6, Winburg, op Vrydag, 3 Maart 2000 om 11:00, naamlik:

Sekere: Erf 306, geleë in die dorp en distrik Winburg, Provinsie Vrystaat, 'n 4 slaapkamer asbeswoning, sitkamer, eetkamer, groot kombuis, 1½ badkamer, swembad, dubbel motorhuis, groot gevestigde tuin met woonstel. Beter bekend as Sternstraat 6, Winburg.

Groot: 1950 (een nege vyf nul) vierkante meter, gehou kragtens Akte van Transport T22386/1995, onderhewig aan sekere voorwaardes soos daarin vermeld.

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

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

Geteken te Bloemfontein op hierdie 9 dag van Februarie 2000.

Balju/Winburg.

N. C. Oosthuizen, E. G. Cooper & Seuns Ingelyf, Cooper Huis, St Andrewstraat 157, Bloemfontein. [Tel. (051) 447-3374.] (Ref. NO/ms/AK1004.)

Saak No. 45/99

IN DIE LANDDROSHOF VIR DIE DISTRIK HENNENMAN GEHOU TE HENNENMAN

In die saak tussen STANDARD BANK VAN SUID AFRIKA LTD, Eiser, en N. J. en H. D. STROH, Verweerder

Ter voldoening van 'n vonnis wat bogenoemde Vonnisskuldeiser teen Vonnisskuldenaar verkry het op 11 Maart 1999 en ter uitvoering van 'n lasbrief vir eksekusie gedateer 5 Mei 1999, sal die onder genoemde eiendom per openbare veiling verkoop word te 13 Van Riebeeckstraat, Hennenman, op Vrydag, 3 Maart 2000 om 10:00:

Erf 982, groot 1 045 vierkante meter, geleë te 13 Van Riebeeckstraat, Hennenman, met verbeterings daarop bestaande uit sitkamer, eetkamers, 3 slaapkamers, badkamer, toilet, werkskamer, kombuis, dubbelmotorhuis en buitekamer met toilet.

Terme: 10% van die koopsom sal betaalbaar wees by toeslaan van die bod op die koper en moet die koper 'n goedgekeurde waarborg voorsien binne 14 dae daarna. Die eiendom word voetstoots verkoop sonder enige waarborge hoegenaamd. Die verkoopsvoorwaardes is by die ondergetekende en die Afslaer, mnr. P. J. Swart, Balju van die Landdroskantoor, Hennenman, verkrygbaar en sal by die afslaer ter insae lê en sal voor die verkoping deur die Afslaer uitgelees word.

Geteken te Hennenman op hierdie 19de dag van Augustus 2000.

J. H. A. Edeling, Edeling en Immelman, Prokureur vir Eiser, Pastoriestraat, Posbus 25, Hennenman, 9445.

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

ELI STRÖH VEILINGS (GESTIG 1968)

LIKWIDASIE VEILING VAN ONVERBETERDE WOONERF TE FLORAPARK, PIETERSBURG

Behoorlik daartoe gelas deur die Kurator in die saak insolvente boedel **P. C. V. Hagen** (Meestersverwysingsnommer T3074/99) sal ons verkoop per openbare veiling op Woensdag, 23 Februarie 2000 om 10:00, te die eiendom Oleanderstraat 6, Florapark, Pietersburg:

Die eiendom: Gedeelte 75 van Erf 6417, Uitbreiding 11 Pietersburg, Registrasie Afdeling LS, Noordelike Provinsie, groot 633 vierkante meter.

Afslaersnota: Hier is 'n geleentheid om 'n onontwikkelde erf te bekom. Alle voornemende kopers word aangeraai om die veiling by te woon.

Voorwaardes van verkoop: 20% deposito op dag van die veiling en balans waarborge binne 45 dae na datum van bekragtiging. Bekragtiging binne 7 dae na datum van veiling.

Vir meer besonderhede—kontak die afslaers Eli Ströh Eiendomsdienste & Afslaers, Suite 1, Constantia Park Gebou, H/v Rensburgstraat 80, Posbus 1238, Pietersburg. [Tel. (015) 297-5890/1/2.] [Faks (015) 297-5898.] (E-pos. elistroh@pixie.co.za.)

OPENBARE VEILINGS

Die likwidateur van **All Chem Industrial Cleaning BK**, in likwidasie, T8245/99 verkoop die boedelbates, per openbare veiling op 25 Februarie 2000 om 11:00, te h/v Wolfram- en Kobaltstraat, Vanderbijlpark C.E.6.

Beskrywing: Industriële skoonmaak masjinerie en afvalverwyderings voertuie.

Betaling: Kontant of gewaarborgde tjeks alleen.

OPENBARE VEILINGS

Die likwidateur van **Marakis Machinery BK**, in likwidasie, T7790/99 verkoop die boedelbates, per openbare veiling op 21 Februarie 2000 om 11:00, te h/v Foxstraat 286, Jeppestown, Johannesburg.

Beskrywing: Wielbalanserings- en aanverwante masjinerie en toerusting.

Betaling: Kontant of gewaarborgde tjeks alleen.

VAN'S AFSLAERS**OPENBARE VEILINGS**

In opdrag van die kurator van insolvente boedel **D. C. en C. Martin**, T6418/99 verkoop Van's Afslaers ondervermelde boedelbates, sonder reserwe, per openbare veiling op 23 Februarie 2000 om 11:00, te Spurwingstraat 13, Crystalpark, Benoni.

Beskrywing: Erf 1581, Crystalpark.

Betaling: 10% deposito dadelik, saldo binne 30 dae.

Inligting: (012) 335-2974.

MEYER AFSLAERS BK**(CK91/13027/23)****INSOLVENTE BOEDEL VEILING VAN PRAGTIGE 3 SLAAPKAMER WONING TE LYTTTELTON MANOR, CENTURION**

Behoorlik daartoe gelas deur die Kurator, insolvente boedel **J. J. en A. S. M. Minny**, Meesterverwysings No. T5653/99, verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Erf 34, geleë te D. F. Malanlaan 33, Lyttelton Manor, Centurion, grootte 1 487 vierkante meter.

Verbeterings: 3 slaapkamers, badkamer, sit-/eetkamer, kombuis, spens, waskamer, motorhuis, afdak en stoorkamer. Buitekamer en toilet, ens.

Plek: Op die perseel, D. F. Malanlaan 33, Lyttelton Manor, Centurion.

Datum van tyd: Dinsdag, 29 Februarie 2000 om 11:00.

Verkoopvoorwaardes: 10% deposito in kontant of bankgewaarborgde tjek met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

Besigtiging: Daaglik of reël met afslaers.

Verdere navrae: Kontak Anna Meyer, Meyer Afslaers/Eiendomsagente. [Tel. (012) 342-0684 / 342-1017.]

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **M. and L. Smit**, NR. T.3845/99, sal ons die bates verkoop om 10:00 te Buxtonstraat 58, Stilfontein op 29 Februarie 2000.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon (018) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

VAN'S AFSLAERS**OPENBARE VEILINGS**

In opdrag van die kurator van insolvente boedel **W. J. J. van der Westhuizen**, T7915/99 verkoop Van's Afslaers ondervermelde boedelbates, sonder reserwe, per openbare veiling op 23 Februarie 2000 om 11:00, te Anneckestraat 28, Aquapark, Tzaneen.

Beskrywing: Erf 498, Tzaneen X6.

Betaling: 10% deposito dadelik, saldo binne 30 dae.

Inligting: (012) 335-2974.

PHIL MINNAAR AFSLAERS

In opdrag van die Likwidateur van **Execusure Finansiële Dienste BK**, in likwidasie, T5780/99, verkoop ons per veiling Erf 1156, bekend as Clifflaan 406, Waterkloofrif X2, Pretoria, op 2000-02-22 om 11:00.

Terme: 20% deposito en balans koopprys binne 30 dae na bekragtiging.

Navrae: Skakel Phil Minnaar Afslaers by [Tel. (012) 343-3834.]

LEO AFSLAERS (PRETORIA) (EDMS.) BPK.

(Reg. No. 63/00271/07)

INSOLVENSIEVEILING VAN SLAGHUISTOERUSTING, MEUBELS, KANTOORMEUBELS, VUURWAPENS, VOERTUIG EN BAIE MEER OP 23 FEBRUARIE 2000 OM 10:00, BY ONS PERSEEL TE AUCTION CITY, KERKSTRAAT 463, ARCADIA, PRETORIA

Behoorlik daartoe gelas deur die ondergenoemde opdraggewers verkoop ons per publieke veiling onder meer die volgende items:

Slaghuistoerusting: Vlekvrye staal tafels, biltongkerwer, Okto saag, Freddy Hirsch mincer, vertoonyskaste, kisvrieskaste, biltongdroër, wrapper, vakuümseëlaar (Hico-Vac), pattymaker, kasregisters, Bizerba elektriese skaal, salter skaal, elektriese cooker en roker en meer.

Meubels en kantoormeubels: Muureenhede, eetkamerstel, sitkamerstelle, TV, stofsuier, bed, yskas, vrieskas, lessenaars, stoele en rekenaarstaander.

Vuurwapens: .22 Ruger pistool en 9 mm Astra pistool.

Voertuig en ander: Nissan Skyline 3.0 SGLi (groen en grys, mags, skoon), staal rakke, betonmenger, toonbank, Flymo elektriese grassnyer, tuinstel en meer.

Die kurators in die insolvente boedels: J. D. en F. E. Venter, T378/99; J. C. en A. C. M. Coetzee, T6636/99; S. N. Mitchell, T5433/99 en C. W. Louw, T3607/95.

Terme: Streng kontant of bankgewaarborgde tjeks alleen. Geen uitsondering.

B.T.W.: Sal aangekondig word.

Besigtiging: Gedurende kantoorure by ons perseel.

Vir meer besonderhede kontak ons kantore by (012) 341-1314.

Reg van toevoeging, wysiging en/of onttrekking word voorbehou.

PHIL MINNAAR AFSLAERS

BESTORWE BOEDELVEILING VAN 'N 3 SLAAPKAMER WONING, TASBET PARK, WITBANK

In opdrag van die Eksekuteur in die bestorwe boedel **S. Rudolph**, Boedelnr. 9154/99, verkoop ons die ondergenoemde eiendom per openbare veiling op Vrydag, 25 Februarie 2000 om 11:00.

Plek van veiling: Baritonestraat 26, Tasbet Park, Witbank.

Beskrywing van eiendom: Erf 924, Tasbet Park X2, bekend as Baritonestraat 26, Tasbet Park, Witbank, grootte ±1 001 m².

Verbeterings: Hierdie staansinkdak woning bestaan uit 'n sitkamer, kombuis, 3 slaapkamers, 1 badkamer, eetkamer en 'n enkel motorhuis.

Besigtiging: Daagliks.

Terme: 20% deposito of bankgewaarborgde tjek en 'n waarborg vir die balans koopprys binne 30 dae na bekragtiging.

Navrae: Skakel ons kantore by (012) 343-3834.

Phil Minnaar Afslaers, Parkstraat 813, Posbus 28265, Sunnyside, Pretoria, 0132. [Tel. (012) 343-3834.] [Faks (012) 343-2789.]

VAN'S AFSLAERS**OPENBARE VEILINGS**

In opdrag van die kurator van insolvente boedel **J. Klaasen**, T3427/99 verkoop Van's Afslaers ondervermelde boedelbates, sonder reserwe, maar onderhewig aan bekragtiging, per openbare veiling op 22 Februarie 2000 om 11:00, te Euclea 310, Walkerstraat 315, Muckleneuk.

Beskrywing: Eenheid 36, Skema 86, SS Euclea.

Betaling: 10% deposito plus kommissie dadelik.

Inligting: (012) 335-2974.

VAN'S AFSLAERS**OPENBARE VEILINGS**

In opdrag van die kurator van insolvente boedel **G. L. D. Laskai**, T7514/99 verkoop Van's Afslaers ondervermelde boedelbates, sonder reserwe, met die toeslaan van die bod, per openbare veiling op 21 Februarie 2000 om 11:00, te Krugerlaan 185, Lyttelton Manor, Centurion.

Beskrywing: Erf 1261, Lyttelton Manor X1.

Betaling: 10% deposito plus kommissie dadelik.

Inligting: (012) 335-2974.

MEYER AFSLAERS BK**(CK91/13027/23)****INSOLVENTE BOEDEL VEILING VAN PRAGTIGE RUIM DRIESLAAPKAMERWONING EN SWEMBAD
TE BLANCHEVILLE-UITBREIDING 2, WITBANK**

Behoorlik daartoe gelas deur die Kurator.

Insolvente boedel: **E. I. Britz.**

Meestersverwysingsings No: T5530/99.

Verkoop ons per publieke veiling onderhewig aan bekragtiging deur die verkoper die volgende eiendom:

Erf 61.

Geleë te: Roodestraat 5, Blancheville-uitbreiding 2, Witbank.

Grootte: 1 162 vierkante meter.

Verbeterings: Drie slaapkamers, badkamer, aparte toilet, sit-/eetkamer, kombuis, motorhuis, swembad, buitekamer, toilet, ens.

Plek: Op die perseel: Roodestraat 5, Blancheville-uitbreiding 2, Witbank.

Datum en tyd: Donderdag, 2 Maart 2000 om 11:00.

Verkoopvoorwaardes: 15% deposito in kontant of bankgewaarborgde tjek met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

Besigtiging: Daaglik. Sekuriteitswag op perseel.

Verdere navrae: Kontak Anna Meyer: Meyer Afslaers/Eiendomsagente. Tel: (012) 342-0684/342-1017.

OMNILAND AFSLAERS**INSOLVENTE BOEDEL****BIRCH ACRES, KEMPTON PARK****VERSORGDE DRIESLAAPKAMERWONING MET TOESLUIT GARAGE**

Erf 1590, Birch Acres-uitbreiding 4.

Grootte: 1 000 m².

24 Februarie 2000 om 11:00, te Flaminkweg 51.

Verbeteringe: ± 142 m², sit-, eet- en TV-kamer, kombuis met Univa-stoof, drie slaapkamer met vvm en twee badkamers (HES).

Buitegeboue: ± 23 m² enkelgarage en buitetoilet.

Sekuriteit: Diefwering, veiligheidshekke en geheel ommuur.

Besigtiging: Deurlopend.

Afslaersnota: Netjiese woning en gevestigde tuin.

Betaalvoorwaardes: 20% gewaarborgde deposito met toeslag van bod. Bekragtiging binne sewe dae. Waarborgte binne 30 dae.

Opdraggewer: Die Kurator, insolvente boedel **R. en L. M. T. Stansfield**. MV: T4142/99.

Omniland Afslaers. Tel. (012) 804-2978. Sel: 082 962 9811.

PARK VILLAGE AUCTIONS

JIRV PROPERTIES CC (IN LIQUIDATION)

Master Reference Number: T5180/99

Duly instructed by this estate's Liquidators, we will offer for sale by way of public auction, on site at 19 Jubilee Street, Kempton Park, Gauteng Province, on Tuesday, 22 February 2000 commencing at 10:30, attractive centrally located three storey commercial building.

For further particulars, viewing and detailed prospectus contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369. Website: <http://www.parkvillageauctions.co.za>. (e mail: ccarson@parkvillage.co.za).

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: J. VERCEUIL

Master's Reference Number: T6712/99

Duly instructed by this estate's Trustee, we will offer for sale by way of public auction, on site at Unit 32, La Residence, 692 Conan Street, Moreleta Park Extension 2, Pretoria District, Gauteng Province, on Thursday, 24 February 2000 commencing at 12:00, a secured three bedroomed sectional title dwelling.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369. Website: <http://www.parkvillageauctions.co.za>. (e mail: ccarson@parkvillage.co.za).

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: J. H. P. DU PLOOY FAMILY TRUST

Master's Reference Number: T5415/99

Duly instructed by this estate's Trustee, we will offer for sale by way of public auction, on site at 60 Dunlin Avenue, Terenure Extension 21, Kempton Park District, Gauteng Province, on Tuesday, 22 February 2000 commencing at 10:30, executive six bedroomed double storey home with plenty of extras.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369. Website: <http://www.parkvillageauctions.co.za>. (e mail: ccarson@parkvillage.co.za).

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: I. I. HOLLAND

Master's Reference Number: T6183/99

Duly instructed by this estate's Trustee, we will offer for sale by way of public auction, on site at 337 Commissioner Street, Boksburg, Gauteng Province, on Monday, 21 February 2000 commencing as 10:30, zoned Business, four offices plus flatlet.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369. Website: <http://www.parkvillageauctions.co.za>. (e mail: ccarson@parkvillage.co.za).

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: I. I. HOLLAND

Master's Reference Number: T6183/99

Duly instructed by this estate's Trustee, we will offer for sale by way of public auction, on site at 12 Riggs Street, Jansen Park, Boksburg District, Gauteng Province, on Monday, 21 February 2000 commencing as 11:30, comfortable four bedroomed home with swimming-pool.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369. Website: <http://www.parkvillageauctions.co.za>. (e mail: ccarson@parkvillage.co.za).

PARK VILLAGE AUCTIONS

JOINT INSOLVENT ESTATE: J. H. AND N. AUCAMP

Master's Reference Number: T1062/99

Duly instructed by this estate's Trustee, we will offer for sale by way of public auction, on site at 32 Kei Street, Farrarmere, Benoni Extension 20, Benoni Transitional Local Council, Gauteng, on Tuesday, 22 February 2000 commencing as 12:30, a well secured family residence in good locality.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369. Website: <http://www.parkvillageauctions.co.za>. (e mail: ccarson@parkvillage.co.za).

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: A. SANTANA

Master's Reference Number: T1457/99

Duly instructed by this estate's Trustee, we will offer for sale by way of public auction, on site at Portion 50 (a portion) of the farm Olievenhoutbosch 389 JR, Sandton/Pretoria West Road, Centurion, Gauteng Province, on Thursday, 24 February 2000 commencing as 10:30, an agricultural holding with dwelling, stables and single quarters hostel.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369. Website: <http://www.parkvillageauctions.co.za>. (e mail: ccarson@parkvillage.co.za).

UNRESERVED AUCTION

INSOLVENT ESTATE

G. C. AND B. R. CRESWELL

Master's Ref. T4741/99

CHARMING HOME, LINBERG PARK

56 BELLAVISTA ROAD

Duly instructed we shall sell the above property without reserve subject to confirmation being Portion 1 of Erf 23, Linberg Park, on 23 February 2000 at 11:00.

Double storey—lounge, dining-room, kitchen, three bedrooms and bathroom.

Great opportunity—needs TLC.

Terms: 10% in cash or bank-guaranteed cheque on the fall of the hammer. Balance by bank guarantee within 30 days.

Sale takes place on the spot: 23 February 2000 at 11:00.

Rand Realty (Pty) Ltd, 151 Oxford Road, Parkwood, 2193. Tel. (011) 447-8189.

AUCOR NORTH (PTY) LTD
INSOLVENT ESTATE AUCTION
IN THE MATTER OF INSOLVENT ESTATE

J. AND C. A. LAMONT

Master's Reference No. T3113/99

THREE BEDROOM FAMILY RESIDENCE WITH POOL AND LAPA

VANDEBILPARK

Duly instructed by the Trustee, the Aucor Group, will hereby sell Erf 745, Vanderbijlpark South East 1, better known as 15 Christiaan de Wet Street, Vanderbijlpark.

Description:

This cosy family residence consists of a study and three bedrooms with wall-to-wall carpets and built-in cupboards. There are two neatly tiled bathrooms. The living areas include a formal lounge, family room and dining-room. The kitchen is up-to-date with ample cupboards and has a separate laundry/scullery.

The outbuildings include a double garage as well as domestic quarters. There is a pool and a thatched lapa in the back garden. Precast walling encloses the property.

Sale to take place on site at: 15 Christiaan de Wet Street, SE 1, Vanderbijlpark.

Date of sale: Thursday, 24 February 2000 at 11:00.

Directions: Due south on N1, take Vanderbijlpark/Sasolburg left onto R57 Golden Highway. Turn left onto R42 (Vereeniging Road). Turn right into Frikkie Meyer, left into Christiaan de Wet Street (watch for posters).

View: By appointment only.

Terms: A 20% deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. The sale of this property is subject to a seven (7) day confirmation period.

Subject to change without prior notice.

For further details please contact Aucor North (Pty) Ltd. Tel. (012) 808-0092/4/5/082 576 2322. Fax: (012) 808-0054. E-mail: Aucor@global.com/Website: <http://www.aucor.co.za>.

AUCOR
INSOLVENT ESTATE AUCTION

IN THE MATTER OF KLATRADE 17 CC, IN LIQUIDATION, MASTER'S REFERENCE NO. T7593/99

Duly instructed by the Trustee of the insolvent estate, the Aucor Group will sell Portions 48 of Erf 125 SS Frangipani, better known as unit 41, Frangipani, Delphinium Street, Winchester Hills, Johannesburg.

Upmarket three bedroomed-townhouse, Winchester Hills, Johannesburg.

This stylish and up market townhouse has three bedrooms, finished with wall-to-wall carpets and built-in cupboards and two neatly tiled bathrooms. The kitchen is up-to-date with ample cupboards and the tiled living area is spacious. One shade net carport has been allocated to this unit. Since this unit is on the ground floor it also has a private garden.

Sale to take place on site at: Frangipani No. 41, Delphinium Street, Winchester Hills, Johannesburg, on Tuesday, 22 February 2000 at 11:00.

Directions: Due South on the M1 take the Columbine Ave/Southgate turn-off and turn left. Left again into Columbine, left in Maritz North Str., left into Swartgoud Str., right into Delphinium. On the RHS-WATCH FOR POSTERS. *View:* By appointment only. *Terms:* A 20% deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a seven (7) day confirmation period.

Subject to change without prior notice.

For further details please contact Aucor North (Pty) Ltd, North Eastern corner of Zambesi Drive and N1 Highway/Plot 28 Wolmaranspoort, Pretoria. Tel. (012) 808-0092/4/5. 082 575 2322*. Fax. (012) 808-0054. E-mail: aucor@global.com/Website: <http://www.aucor.co.za>

JACK KLAFF AFSLAERS**NETJIESE VIERSLAAPKAMER-WONING**

In opdrag van die Voorlopige Kurator van die insolvente boedel van **Francois Jacobus Lotz, T8228/99** en in samewerking met Miller Prokureurs in Tzaneen verkoop ons die ondergenoemde per openbare veiling op:

8 Maart 2000 om 13:00, Tooleystraat 3, Tzaneen-uitbreiding 6.

Beskrywing: Erf 636, Tzaneen-uitbreiding 6, Registrasieafdeling LT, Noordelik provinsie, groot 2 045 vierkante meter.

Verbeterings: Goed geboude vierslaapkamer-woning met twee badkamers, sitkamer, eetkamer, kombuis met ooghoogte-oond en kaaat kombuiskaste, opwaskamer. Die woning het 'n teëlvloer, swembad met lapa en pragtige tuin.

Afslasersnota: Hierdie is 'n gerieflike woonhuis met 'n pragtige tuin en kan sterk aanbeveel word.

Verkoopvoorwaardes: 15% deposito by wyse van 'n bank-gewaarborgde tjek met die val van die hamer. Geen reserweprys nie. Geen bekragtigingstydperk nie.

Besigtiging: Slegs deur afspraak met afslaer.

Navrae: Jack Klaff, Tel. (015) 534-2006/543-2120. Sel: 082 808 2471.

PHIL MINNAAR AFSLAERS

In opdrag van die Eksekuteur in die bestorwe boedel **S. Rudolph** verkoop ons Erf 924, geleë te Baritonestraat 26, Tasbet Park, Witbank op 25 Februarie 2000 om 11:00.

Terme: 20% Deposito in bankgewaarborgde tjek en 'n waarborg vir die balans koopprys binne 30 dae na bekragtiging.

Navrae: Skakel Phil Minnaar Afslasers by (012) 343-3834.

PHIL MINNAAR AFSLAERS

In opdrag van die Eksekuteur in die bestorwe boedel **S. J. Becker** verkoop ons Hoewe 321, geleë te De Villiersstraat 68, Hillside-landbouhoewes-uitbreiding 1, Randfontein op 25 Februarie 2000 om 11:00.

Terme: 20% Deposito (met die val van die hamer) en die balans koopprys binne 30 dae na bekragtiging.

Navrae: Skakel Phil Minnaar Afslasers by (012) 343-3834.

PHIL MINNAAR AFSLAERS

In opdrag van die verskeie Kurators, Likwidadeurs en Eksekuteurs van die ondergenoemde boedels verkoop ons die losbates per openbare veiling op 23 Februarie 2000 om 10:00, te Parkstraat 987, Hatfield, Pretoria.

I/B **Strybny, T4133/98, J. Tinzmann, T751/99, J. L. Kriel, T5476/99, P. A. Strydom, T6233/89, b/w S. L. Hattingh, 18150/99, R. Ogentho, 11368/99**, in likwidasie **CHC Consultants (Edms.) Bpk., T7060/99, Project Habitat Bk, T13/2000, Macdan Engineering**, handeldrywende as **Africa Tyre & Rubber, T6379/99, KTRC Projects, T2919/99**.

Terme: Streng kontant en R1 000 registrasiefooi betaalbaar.

Navrae: Skakel Phil Minnaar Afslasers, Tel. (012) 343-3834.

HERON FOODS (PROPRIETARY) LIMITED

(REGISTRATION NO. 97/08805/07)

NOTICE OF VOLUNTARY WINDING-UP BY MEMBERS

In terms of section 349 and 350 of the Companies Act, 1973, as amended.

Notice is hereby given that in terms of a General Meeting of Shareholders of the Company held on 20 May 1999, the following resolutions were passed:

1. That **Heron Foods (Proprietary) Limited** be wound up as a members voluntary winding-up.
2. That **Mark Andrew Korten of Danie Erasmus & Partners Inc.**, Cambridge Manor, Block 2, Office A, Stonehaven and Witkoppen Streets, Paulshof, be nominated for appointment as Liquidator and be exempt from the requirement of furnishing security.

3. That the remuneration of the Liquidator be fixed at R3 500,00 (three thousand five hundred rand), excluding VAT.

4. That the Liquidator of the Company be authorised in terms of section 422(1)(b) of the Companies Act, when the Company has been wound up and dissolved, to dispose of the books, records and papers of the Company by destroying them or procuring their destruction.

PHIL MINNAAR AFSLAERS

INSOLVENTE BOEDEL: N. P. SEITZ (T1241/99)

Behoorlik gemagtig deur die Trustee in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 23 Februarie 2000 om 11:00, Eenheid 51, SS Drakensberg-104, Symhurst-uitbreiding 1, Registrasieafdeling Groter Germiston TLC, Gauteng, grootte ±74m².

Voorwaardes: 20% van verkoopprys bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig dae van bevestiging van verkoping.

Phil Minnaar Afslaers – Johannesburg. [Tel. (011) 475-5133.]

BURRE BAKERIES (PROPRIETARY) LIMITED

(Reg. No. 97/07953/07)

NOTICE OF VOLUNTARY WINDING-UP BY MEMBERS

In terms of sections 349 and 350 of the Companies Act, 1973, as amended.

Notice is hereby given that in terms of a General Meeting of Shareholders of the Company held on 20 May 1999, the following resolutions were passed:

1. The Burre Bakeries (Proprietary) Limited be wound up as a members voluntary winding-up.

2. That Mark Andrew Korten of Danie Erasmus & Partners Inc., Cambridge Manor, Block 2, Office A, Stonehaven & Witkoppen Streets, Paulshof, be nominated for appointment as Liquidator and be exempt from the requirement of furnishing security.

3. That the remuneration of the Liquidator be fixed at R3 500 (three thousand five hundred rand), excluding VAT.

4. That the Liquidator of the Company be authorized in terms of section 422(1)(b) of the Companies Act, when the Company has been wound up and dissolved, to dispose of the books, records and papers of the Company by destroying them or procuring their destruction.

VENDOR AFSLAER

VEILING EIENDOM

Insolvente boedel **F. J. en E. M. Bezuidenhout**, T6037/99, verkoop Vendor Afslaers per openbare veiling, 24 Februarie 2000 om 12:00:

Darbystraat 13, Vanderbijlpark.

Beskrywing: Erf 18, Vanderbijlpark, Gauteng.

Groot: 650 m².

Verbeterings: 3 Slaapkamerwoning.

Betaling: 20% deposito, plus kommissie onmiddellik, balans binne 30 dae.

Inligting: [Tel. (012) 335-9940.] (Sel. 082 5589 403.)

VENDOR AFSLAERS

VEILING EIENDOM

In opdrag van die Kurator, insolvente boedel **M. Psarrakis**, T6932/99, verkoop Vendor Afslaers per openbare veiling, op 15 Februarie 2000 om 13:00:

Bridgewood 45, Tulipstraat 122, Pretoria.

Beskrywing: Gedeelte 46 van Erf 914, SS Bridgewood, Gauteng.

Groot: 92 m².

Verbeterings: 2 Slaapkamerwoonstel.

Betaling: 20% deposito. Plus kommissie onmiddelik, balans binne 30 dae.

Inligting: [Tel. (012) 335-9940.] (Sel. 082 7480 341.)

VENDOR AFSLAERS

VEILING EIENDOM

Opdragewer: Kurator, insolvente boedel **D. C. Hammes**, T3502/99, verkoop Vendor Afslaers per openbare veiling, op 22 Februarie 2000 om 11:00:

Eenhede 800, SS Drakensberg, Skinnerstraat 195, Pretoria.

Beskrywing: Eenhede 68 van Skema 74, SS Drakensberg, Pretoria.

Betaling: 20% deposito.

Inligting: [Tel. (012) 335-9940.]

VENDOR AFSLAERS

VEILING EIENDOM

Opdragewer, Kurator, insolvente boedel **P. I. en S. A. Rademan**, T4841/99, verkoop Vendor Afslaers per openbare veiling, op 22 Februarie 2000 om 11:00:

20ste Laan 774, Rietfontein, Pretoria.

Beskrywing: Restant Gedeelte van Erf 524, Rietfontein, Pretoria.

Betaling: 20% deposito.

Inligting: [Tel. (012) 335-9940.]

VENDOR AFSLAERS

INSOLVENTE BOEDEL: J. J. EN H. FOURIE—T6688/99

Verkoop Vendor Afslaers per openbare veiling: 24 Februarie 2000 om 11:00, Anreithstraat 9, Vanderbijlpark.

Beskrywing: Erf 255, Vanderbijlpark South East, Gauteng, groot 1 083 m².

Verbeterings: Drieslaapkamerwoning.

Betaling: 20% deposito plus kommissie onmiddellik, balans binne 30 dae.

Inligting: Tel. (012) 335-9940, Sel: 082 558 9403.

AUCTRADE AUCTIONEERS

INSOLVENTE BOEDELVEILING VAN 'N DRIESLAAPKAMERWONING GELEË TE DEVON

In opdrag van die Kurator in die insolvente boedel **H. en H. L. E. Marais** (Meesterverwysing T5034/99) verkoop ons die ondervermelde eiendom per openbare veiling ter plaatse op Dinsdag, 22 Februarie 2000 om 11:00, te Grantstraat 174, Devon.

Eiendom: Erf 174, Devon, ook bekend as Grantstraat 174, Devon.

Grootte: Erf: 1 194 vierkante meter. *Woning:* 305 vierkante meter.

Verbeterings: Woning bestaande uit drie slaapkamers, twee badkamers, sit-/eetkamer, studeerkamer, kombuis, opwasarea, dubbelmotorhuis en dubbelmotorafdak.

Verkoopvoorwaardes: 'n Deposito van 15% van die koopprys is betaalbaar in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Die verkoping is onderhewig aan bekragtiging binne 7 dae na datum van verkoping. Waarborgte ter versekering van die balans van die koopprys moet voorsien word binne 30 dae van datum van bekragtiging. *Besigtiging/besonderhede:* Besigtiging daaglik vanaf 08:00 tot 17:00 (wag op diens) of skakel die afslaer by 083 306 9394.

Auctrade Afslaers, Tel. (012) 344-1974.

VAN'S AFSLAERS

Die kurators/likwidateurs van insolvente boedels: **J. H. Bekker**—T2730/99, **J. R. B. and A. B. C. McAlpine**—T3896/98, **Light Impact (Pty) Ltd**—T1564/99, **JVMW Beleggings BK**—T1795/99, **Speedy Cash & Carry BK**—T6098/98, **Capitol Batteries BK**—T4620/99 en **Lichtenburg Cash & Carry BK**—T6099/98, in likwidasie, verkoop die boedelbates, per openbare veiling op 24 Februarie om 10:00, te Van's Afslaers, Booysenstraat 523, Gezina.

Beskrywing: Motor, kantoor en huishoudelike meubels en toerusting.

Betaling: Kontant of gewaarborgde tjeks alleen.

VENDOR AFSLAERS

VEILING EIENDOM

Opdraggewer: Kurator—insolvente boedel: **Z. M. Jonker**—T5231/99, verkoop Vendor Afslaers per openbare veiling: 22 Februarie 2000 om 12:00, Tambotie 1035, Leydsstraat 420, Sunnyside.

Beskrywing: Gedeelte 469 van Erf 207, SS Spruitsig Park, Sunnyside, Pretoria, Gauteng.

Verbeterings: Eenmanwoonstel.

Betaling: 20% deposito.

Inligting: Tel. (012) 335-9940.

VAN VUUREN AFSLAERS

VEILING VAN 'N TWEESLAAPKAMERWOONSTEL

In opdrag van die Kurator van insolvente boedel: **S. J. en S. M. Boyall**, meesterverwysing T6210/99, verkoop ons ondergenoemde eiendom per openbare veiling op Woensdag, 1 Maart 2000 om 11:00.

Beskrywing van eiendom: Eenheid 8 van skema SS, Lotushof 135, bekend as Lotushof 8, Muisvoëlstraat 11, Birch Acres, Kempton Park, groot 81 m².

Terme: 20% deposito, balans binne 30 dae.

Van Vuuren Afslaers, Tel. (012) 344-4888.

VAN VUUREN AFSLAERS

VEILING VAN 'N TWEESLAAPKAMERSIMPLEKS

In opdrag van die Kurator van insolvente boedel: **A Teles**, meesterverwysing T6079/99, verkoop ons ondergenoemde eiendom per openbare veiling op Maandag, 28 Februarie 2000 om 10:00.

Beskrywing van eiendom: Eenheid 29 van skema SS, Ilsepark 3, bekend as Ilsepark 29, Hultonweg, Orchards-uitbreiding 11, Pretoria, groot 62 m².

Terme: 20% deposito, balans binne 30 dae.

Van Vuuren Afslaers, Tel. (012) 344-4888.

VAN VUUREN AFSLAERS

VEILING VAN 'N DRIESLAAPKAMERWONING

In opdrag van die kurator van insolvente boedel, **G. J. Kotze**, Meesterverwysing T4228/99, verkoop ons ondergenoemde eiendom per openbare veiling op Vrydag, 3 Maart 2000 om 11:00.

Beskrywing van eiendom: Erf 2241, bekend as Stoffberglaan 56, Brakpan.

Groot: 991 m².

Terme: 20% deposito, balans binne 30 dae.

Inligting: Tel. (012) 344-4888.

VAN VUUREN AFSLAERS

VEILING VAN 'N VIERSLAAPKAMERWONING

In opdrag van die kurator van insolvente boedel, **P. J. Hattingh**, Meesterverwysing T1134/99, verkoop ons ondergenoemde eiendom per openbare veiling op Donderdag, 2 Maart 2000 om 11:00.

Beskrywing van eiendom: Erf 630, Vanderbijlpark Sentraal Wes 6 x 1, bekend as Jan Cilliersstraat 3.

Groot: 1 249 m².

Terme: 10% deposito, balans binne 30 dae.

Inligting: Tel. (012) 344-4888.

VAN VUUREN AFSLAERS

VEILING VAN TWEE KLEINHOEWES

In opdrag van die kurator van insolvente boedel, **H. E. Kukkuk**, Meesterverwysing T6727/99, verkoop ons ondergenoemde eiendomme met toeslaan van die bod, op Maandag, 6 Maart 2000 om 11:00 & 12:00.

Beskrywing: Gedeelte 1 & 2 van Hoewe 58, Raslouw-landbouhoewes, bekend as Erasmuslaan 58A, Raslouw-landbouhoewes.

Groot: 8 565 m² (elk).

Terme: 10% deposito, balans binne 30 dae.

Inligting: Tel. (012) 344-4888.

VAN VUUREN AFSLAERS

VEILING VAN EEN EN 'N HALF SLAAPKAMER WOONSTEL

In opdrag van die kurator van insolvente boedel, **F. T. Martinga**, Meesterverwysing T8098/99, verkoop ons ondergenoemde eiendom met die toeslaan van die bod op Woensdag, 1 Maart 2000 om 10:00.

Beskrywing van eiendom: Eenheid 4 van die skema SS Handor 123, bekend as Handor 102, Kerkstraat 259, Pretoria-Wes.

Groot: 68 m².

Terme: 20% deposito, balans binne 30 dae.

Inligting: Tel. (012) 344-4888.

PROPERTY MART SALES

Duly instructed by the Trustee in the insolvent estate, **J. T. Greyling**, Master's Ref. T7865/99.

We shall sell the following property at the fall of the hammer.

Unit 19, and exclusive use area Garage G3, in the scheme known as S.S. Sherbrooke, measuring 48 and 18 square metres, respectively, and situated at 74 Sherbrooke in Lopis Place.

Sale takes place at 74 Sherbrooke, Lopis Place, on Tuesday, 22 February 2000 at 11:30.

Terms: 15% deposit at the drop of the hammer in cash or bank-guaranteed cheque. Balance payable against transfer but to be secured within 30 days by acceptable bank guarantee.

Auctioneers: Property Mart (Est. 1963), 4 Pembroke Street, Sydenham, 2192; P.O. Box 46058, Orange Grove, 2119. [Tel. (011) 640-4459/60.] [Fax (011) 640-5943.] [A/H: (011) 793-6164, C. Mostert or A/H: (012) 664-4415, C. de Vrye.] WEBSITE: <http://www.propertymart.co.za> E-MAIL: property@interweb.co.za.

CAPE • KAAP

NOTICE OF MEETING**LONGMILE LIMITED****(69/01060/06)**

Take notice that a general meeting of the company will be held on 14 March 2000 at 10:00, at First Floor, Fisher Hoffman House, 17 New Church Street, Cape Town, for the purpose of passing a Special Resolution to enable the said company to convert from a public company into a private company.

E. P. Fourie, Secretary.

NATAL

NOTICE OF MEETING**UMBILO CENTRE PROPERTIES LIMITED****(95/07589/06)**

Take notice that a general meeting of the company will be held on 14 March 2000 at 10:00, at 375 Smith Street, Durban, for the purpose of passing a Special Resolution to enable the said company to convert from a Public Company into a Private Company.

E. P. Fourie, Secretary.

**ORANGE FREE STATE
ORANJE-VRYSTAAT**

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **W. H. Basson**, T7297/99 en **WHB Joinery & Riemland Meubels BK**, B.366/99 sal ons die bates verkoop om 09:00 te Powriestraat 56, Viljoenskroon en om 10:00 te Reitzstraat 16, Viljoenskroon op 25 Februarie 2000.

Terme: Kontant of bankgewaarborgde tjeks. Tel. (018) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123 (Posbus 208), Potchefstroom.

VAN VUUREN AFSLAERS**VEILING VAN TWEESLAAPKAMERMEENTHUIS**

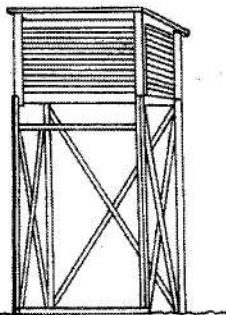
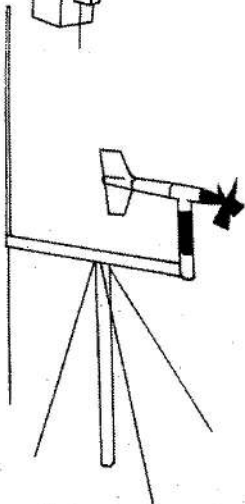
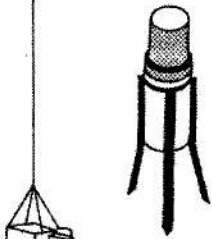
In opdrag van die Kurator van insolvente boedel **G. H. J. Spalding**, Meesterverwysing T6732/99, verkoop ons die ondergenoemde eiendom met die toeslaan van die bod op Donderdag, 2 Maart 2000 om 13:00.

Beskrywing van eiendom: Eenheid 10 van die Skema SS Navalsig 36, bekend as Navalsig 10, Andriesstraat, Bloemfontein, groot 69 m².

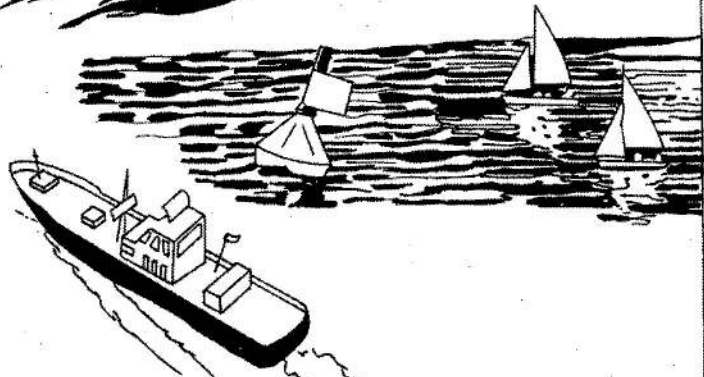
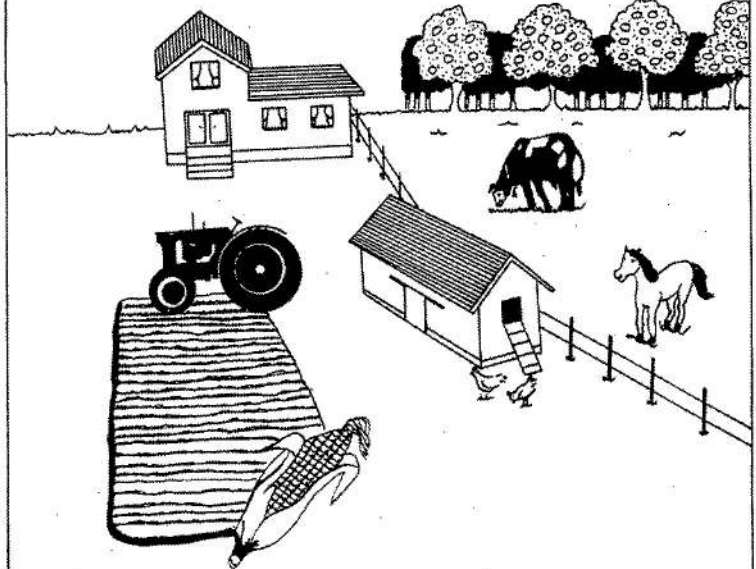
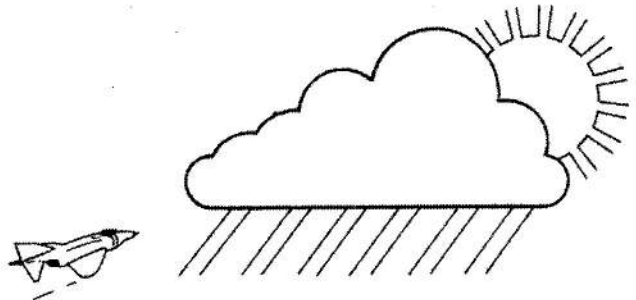
Terme: 20% deposito, balans binne 30 dae.

Van Vuuren Afslaers, Tel. (012) 344-4888.

SA WEATHER BUREAU SA WEERBURO



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