



# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA

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No. 21867

**B**

## LEGAL NOTICES WETLIKE KENNISGEWINGS

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



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

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**IMPORTANT ANNOUNCEMENT**

*Closing times* **PRIOR TO PUBLIC HOLIDAYS** for  
**LEGAL NOTICES**  
**GOVERNMENT NOTICES** 2000

*The closing time is 15:00 sharp on the following days:*

- ▶ **19 December**, Tuesday, for the issue of Friday **29 December**
- ▶ **28 December**, Thursday, for the issue of Friday **5 January 2001**

Late notices will be published in the subsequent issue, if under special circumstances, a late notice is being accepted, a double tariff will be charged

The copy for a **SEPARATE** *Government Gazette* must be handed in not later than three calendar weeks before date of publication

**BELANGRIKE AANKONDIGING**

*Sluitingstye* **VOOR VAKANSIEDAE** vir  
**WETLIKE KENNISGEWINGS**  
**GOEWERMENSKENNISGEWINGS** 2000

*Die sluitingstyd is stiptelik 15:00 op die volgende dae:*

- ▶ **19 Desember**, Dinsdag, vir die uitgawe van Vrydag **29 Desember**
- ▶ **28 Desember**, Donderdag, vir die uitgawe van Vrydag **5 Januarie 2001**

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede, aanvaar word, sal 'n dubbeltarief gehef word

Wanneer 'n **APARTE** *Staatskoerant* verlang word moet die kopie drie kalenderweke voor publikasie ingedien word



# LIST OF FIXED TARIFF RATES AND CONDITIONS

## FOR PUBLICATION OF LEGAL NOTICES IN THE GOVERNMENT GAZETTE

**COMMENCEMENT: 1 SEPTEMBER 1999**

**(LEGAL NOTICES FROM SOURCES OTHER THAN  
GOVERNMENT DEPARTMENTS)**

### LIST OF FIXED RATES

(In order to bring the cost of advertising of legal notices more in line with the cost in the private sector, and to reduce the burden of cross subsidy by departments, it is recommended that the rate be increased by 20%, rounded off to the nearest rand, and be implemented as from 1 September 1999.)

*New  
rate per  
insertion*

#### **STANDARDISED NOTICES**

**R**

<b>ADMINISTRATION OF ESTATES ACTS NOTICES:</b> Forms J 297, J 295, J 193 and J 187 .....	18,00
<b>BUSINESS NOTICES</b> .....	42,00
<b>INSOLVENCY ACT AND COMPANY ACT NOTICES:</b> Forms J 28, J 29 and Forms 1 to 9.....	36,00
<i>N.B.:</i> Forms 2 and 9—additional statements according to the Word Count Table, added to the basic rate.	
<b>LOST LIFE INSURANCE POLICIES:</b> Form VL .....	22,00
<b>UNCLAIMED MONIES</b> —Only in an Extraordinary Gazette. Closing date: 15 January (per entry of "name, address and amount") .....	12,00

#### **NON-STANDARDISED NOTICES**

##### **COMPANY NOTICES:**

<i>Short notices:</i> Meetings, resolutions, offer of compromise, conversion of company, voluntary windings-up; closing of transfer or member's registers and/or declaration of dividends .....	84,00
Declaration of dividend with profit statements, including notes .....	186,00
<i>Long notices:</i> Transfers, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations .....	288,00

<b>LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES</b> .....	66,00
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<b>LIQUOR LICENCE NOTICES</b> in an Extraordinary Gazette. (All provinces appear on the first Friday of each month.) The closing date for acceptance is two weeks prior to date of publication.....	60,00
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##### **ORDERS OF THE COURT:**

Provisional and final liquidations or sequestrations .....	108,00
Reductions or changes in capital, mergers, offers of compromise .....	288,00
Judicial managements, curator bonus and similar and extensive rules <i>nisi</i> .....	288,00
Extension of return date .....	36,00
Supersessions and discharge of petitions (J 158) .....	36,00

##### **SALES IN EXECUTION AND OTHER PUBLIC SALES:**

Sales in execution .....	162,00
Public auctions, sales and tenders:	
Up to 75 words .....	48,00
76 to 250 words .....	126,00
251 to 300 words .....	204,00
More than 300 words—calculate in accordance with Word Count Table.	

## WORD COUNT TABLE

For general notices which do not belong under the afore-mentioned headings with fixed tariff rates and which comprise 1 600 or less words, the rates of the Word Count Table must be used. Notices with more than 1 600 words, or where doubt exists, must be sent in before publication in terms of paragraph 10 (2) of the conditions for publication.

Number of words in copy	One insertion	Two insertions	Three insertions
	R	R	R
1– 100 .....	60,00	84,00	96,00
101– 150 .....	90,00	126,00	144,00
151– 200 .....	120,00	168,00	192,00
201– 250 .....	150,00	216,00	240,00
251– 300 .....	180,00	252,00	288,00
301– 350 .....	210,00	300,00	336,00
351– 400 .....	240,00	342,00	382,00
401– 450 .....	270,00	384,00	432,00
451– 500 .....	300,00	426,00	480,00
501– 550 .....	324,00	468,00	522,00
551– 600 .....	360,00	510,00	570,00
601– 650 .....	384,00	552,00	618,00
651– 700 .....	420,00	594,00	666,00
701– 750 .....	450,00	636,00	714,00
751– 800 .....	474,00	678,00	762,00
801– 850 .....	510,00	720,00	810,00
851– 900 .....	534,00	768,00	858,00
901– 950 .....	570,00	810,00	906,00
951–1 000 .....	594,00	852,00	954,00
1 001–1 300 .....	774,00	1 104,00	1 236,00
1 301–1 600 .....	954,00	1 356,00	1 524,00

## CONDITIONS FOR PUBLICATION OF LEGAL NOTICES

### CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

1. The *Government Gazette* is published every week on Friday, and the closing time for the acceptance of notices which have to appear in the *Government Gazette* on any particular Friday, is **15:00 on the preceding Friday**. Should any Friday coincide with a public holiday, the date of publication of the *Government Gazette* and the closing time of the acceptance of notices will be published in the *Government Gazette*, from time to time. **See front inner page for "Closing times"**.
2. (1) The copy for a separate *Government Gazette* must be handed in not later than **three calendar weeks** before date of publication.
- (2) Copy of notices received after closing time will be held over for publication in the next *Government Gazette*.
- (3) Amendment or changes in copy of notices cannot be undertaken unless instructions are received **before 10:00 on Mondays**.

- (4) Copy of notices for publication or amendments of original copy cannot be accepted over the telephone and must be brought about by letter, by telegram or by hand.
- (5) In the case of cancellations a refund of the cost of a notice will be considered only if the instruction to cancel has been received on or before the stipulated closing time as indicated in paragraph 1.

### APPROVAL OF NOTICES

3. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.

### THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

4. The Government Printer will assume no liability in respect of—
  - (1) any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
  - (2) erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
  - (3) any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

### LIABILITY OF ADVERTISER

5. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

### COPY

6. Copy of notices must be typed on one side of the paper only and may not constitute part of any covering letter or document.
7. At the top of any copy, and set well apart from the notice, the following must be stated:
  - (1) The kind of notice.

*Please note:* Prospective advertisers are urgently requested to **clearly indicate** under which headings their advertisements or notices should be inserted in order to prevent such notices/advertisements from being wrongly placed.
  - (2) The heading under which the notice is to appear.
  - (3) The rate (e.g. "Fixed tariff rate" or "Word count rate") applicable to the notice, and the cost of publication.
8. *All proper names and surnames must be clearly legible, surnames being underlined or typed in capital letters. In the event of a name being incorrectly printed as a result of indistinct writing, the notice will be republished only upon payment of the cost of a new insertion.*

## PAYMENT OF COST

9. With effect from 1 JANUARY 2001 no notice will be accepted for publication unless the cost of the insertion(s) is prepaid in CASH or by BANK GUARANTEED CHEQUE or POSTAL ORDERS. REVENUE STAMPS AND FRANKED REVENUE STAMPS WILL NOT BE ACCEPTED.
10. (1) The cost of a notice must be calculated by the advertiser in accordance with—
  - (a) the List of Fixed Tariff Rates; or
  - (b) where the fixed tariff rate does not apply, the word count rate.
- (2) Where there is any doubt about the cost of publication of a notice, and in the case of copy in excess of 1 600 words, an enquiry, accompanied by the relevant copy, should be addressed to the **Advertising Section, Government Printing Works, Private Bag X85, Pretoria, 0001 (Fax: 323-8805), before publication.**
11. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and the notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or by bank-guaranteed cheque or postal orders.
12. *In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the Government Printing Works.*
13. The Government Printer reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

## PROOF OF PUBLICATION

14. **Copies of the Government Gazette which may be required as proof of publication, may be ordered from the Government Printer at the ruling price.** The Government Printer will assume no liability for any failure to post such *Government Gazette(s)* or for any delay in despatching it/them.



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

## GAUTENG

Case Number: 1174/97

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

**In the case between: THE TRANSITIONAL LOCAL COUNCIL OF GREATER NIGEL, Execution Creditor, and  
CROUKAMP, PHILLIP JOHANNES, Execution Debtor**

Pursuant to a judgment by the Magistrate's Court of Nigel given on 26 March 1998, the undermentioned property will be sold in execution to the highest bidder at 09H00 on 12 January 2001 by public auction to be held at The Magistrate's Court, Church Street, Nigel, namely:

The property to be sold is Erf 229, in the Township of Dunnottar, Registration Division I.R., Gauteng, better known as 2 Douglas Avenue, Dunnottar, size: 1 983 m<sup>2</sup>; held by Deed of Transfer T59369/1992; bondholder: None.

*Description:* Half built house with corrugated iron roof, consisting of seven rooms and concrete fencing.

The most important conditions contained herein are as set out in the conditions of sale open for inspection at the Sheriff's Office, 69 Church Street, Nigel.

Dated at Nigel on 14th day of November 2000.

S T S Nkosi, for Du Preez & Nkosi Inc., Attorneys for Execution Creditor, Protea Building Suite 2, 52 First Avenue, Nigel. (Tel: 814-2755.) (Docex: 3.) (Ref: A. Ras.) (File No: TC0053.) Sheriff of the Court.

Case Nr.: 5907/99

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

**In the matter between: MARGARET LOOTS, Plaintiff, and  
HENNIE BOTES BOERDERY BK, Defendant**

Pursuant to a judgment of this Court and subsequent warrant for execution dated 24th March 2000, the right, title and interest of Hennie Botes Boerdery BK in the undermentioned property will be sold in execution to the highest bidder at the Sheriff's Office, Portion 83, De Onderstepoort (North of Sasko Mills, old Warmbath Road, Bon Accord), on the 12th day of January 2001 at 11:00 am, namely:

Portion 124 (portion of Portion 123), Vissershoeck 435, Registration Division J. Q., Gauteng Province, measuring 1,2633 hectares (one comma two six three three hectares), held by Deed of Transfer T45157/84.

The following improvements exist on the property, although in this respect nothing is guaranteed:

*Material conditions of the sale are:*

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by Plaintiff from date of sale to date of payment.
- (c) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Wonderboom.
- (d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest, etc.
- (e) The purchase price shall be paid as to 10% (ten per centum) of thereof or R400,00 (four hundred rand) whichever is the greater, together with the Sheriff's auction charges of 5% of the sale price, immediately after the sale, in cash or by bank guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from date of sale.
- (f) Failing compliance with provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per centum) of the purchase price as "roukoop".
- (g) The full conditions of the sale are available for inspection at the office of the Sheriff, Wonderboom.

Dated at Brits this 6th day of November 2000.

W. Balt, Attorneys for Plaintiff, c/o D Ras Burger & Balt, 64 Ludorf Street, PO Box 5, Brits, 0250.



Saaknommer: 12225/98

## IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

**In die saak tussen: ABSA BANK BPK, Eiser, en P MAVUSO, 1ste Verweerder, en  
N A MAVUSO, 2de Verweerder**

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 29 Julie 1999, sal die volgende onroerende eiendom, wat uitwinbaar verklaar is, in eksekusie verkoop word op Vrydag, 5 Januarie 2001 om 10h00, deur die Balju van die Landdroshof te Genl. Hertzogstraat, Vanderbijlpark:

Sekere Erf 488, Lakeside Residensia, groot 273 vierkante meter.

*Verbeterings* (geen waarborg word in verband hiermee gegee nie): Sitkamer, kombuis, badkamer en 2 slaapkamers. (hierna genoem die eiendom).

**Verkoopsvoorwaardes:**

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van Artikel 66 van die Landdroshof Wet Nr. 32 van 1944, soos gewysig, en die regte van verbandhouders en ander preferente skuldeisers.

2. Die koopprys sal betaalbaar wees soos volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van verkoping of deur middel van 'n erkende bank of bouvereniging waarborg gelewer op die dag van die verkoping, welke waarborg betaalbaar moet wees teen registrasie van transport in die naam van die koper, vry van kommissie te Vanderbijlpark.

(b) Die balans is betaalbaar in kontant binne veertien dae vanaf die datum van verkoping of deur middel van 'n erkende bank of bouvereniging waarborg gelewer te word binne veertien dae na die dag van die verkoping en welke waarborg vry van kommissie aan die Balju van die Landdroshof te Vanderbijlpark betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

(3) Die volledige verkoopsvoorwaardes lê ter insae by die Balju vir die Landdroshof te Genl. Hertzogstraat, Vanderbijlpark, en by die Eiser se prokureur en sal deur die afslaer voor die verkoping uitgelees word.

(4) Die eiendom word verkoop onderworpe aan die terme en die voorwaardes en beperkinge soos neergelê in die titelvoorwaardes van die eiendom.

Geteken te Vanderbijlpark op 17/11/2000.

W P Pretorius, vir De Klerk, Vermaak & Vennote Ing., Prokureurs vir Eksekusieskuldeiser, Omegagebou, F W Beyersstraat, Vanderbijlpark, 1900. [Tel. (016) 931-1707.] (Verw: mnr. Pretorius/mev Loubser.)

Saaknommer: 3317/00

## IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

**In die saak tussen: ABSA BANK BPK, Eiser, en CHRISTIAAN MARTHINUS JANSEN VAN RENSBURG**

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 8 Augustus 2000, sal die volgende onroerende eiendom, wat uitwinbaar verklaar is, in eksekusie verkoop word op Vrydag, 5 Januarie 2001 om 10h00, deur die Balju van die Landdroshof te Genl. Hertzogstraat, Vanderbijlpark:

Sekere Erf 675, Vanderbijl Park CW6 Uitbreiding 1 (Tennysonstraat 21, Vanderbijlpark) groot 1 166 vierkante meter.

*Verbeterings* (geen waarborg word in verband hiermee gegee nie): Sitkamer, eetkamer, 3 slaapkamers, badkamer, opwaskamer en motorhuis (hierna genoem die eiendom).

**Verkoopsvoorwaardes:**

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van Artikel 66 van die Landdroshof Wet Nr. 32 van 1944, soos gewysig, en die regte van verbandhouders en ander preferente skuldeisers.

2. Die koopprys sal betaalbaar wees soos volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van verkoping of deur middel van 'n erkende bank of bouvereniging waarborg gelewer op die dag van die verkoping, welke waarborg betaalbaar moet wees teen registrasie van transport in die naam van die koper, vry van kommissie te Vanderbijlpark.

(b) Die balans is betaalbaar in kontant binne veertien dae vanaf die datum van verkoping of deur middel van 'n erkende bank of bouvereniging waarborg gelewer te word binne veertien dae na die dag van die verkoping en welke waarborg vry van kommissie aan die Balju van die Landdroshof te Vanderbijlpark betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

(3) Die volledige verkoopsvoorwaardes lê ter insae by die Balju vir die Landdroshof te Genl. Hertzogstraat, Vanderbijlpark, en by die Eiser se prokureur en sal deur die afslaer voor die verkoping uitgelees word.

(4) Die eiendom word verkoop onderworpe aan die terme en die voorwaardes en beperkinge soos neergelê in die titelvoorwaardes van die eiendom.

Geteken te Vanderbijlpark op 27/11/2000.

W P Pretorius, vir De Klerk, Vermaak & Vennote Ing., Prokureurs vir Eksekusieskuldeiser, Omegagebou, F W Beyersstraat, Vanderbijlpark. [Tel. (016) 931-1707.] (Verw: W P Pretorius/mev Loubser/Z06140.)

**Saak No. 21481/2000**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en SWANEVELDER, LUKAS MARTHINUS, 1ste Verweerder, en SWANEVELDER, NYETTE, 2de Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op die 13de dag van September 2000 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op die 19de dag van Januarie 2001 om 11:00 te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad), verkoop:

Sekere Erf 757, geleë in die dorpsgebied van The Orchards Uitbreiding 11, Registrasie Afdeling J.R., provinsie Gauteng, beter bekend as Harmselaan 72, The Orchards X11, groot 735 (sewe honderd vyf en dertig vierkante meter.

Sonering: Spesiale woon.

Ten tye van die opstel van hierdie kennisgewing was die volgende verbeteringe aangebring op die eiendom, maar word niks gewaarborg nie: 'n Woonhuis bestaande uit sitkamer, eetkamer, kombuis, 3 slaapkamers, badkamer/wk/stort, wk & stort, bediendekamer en buite wk/stort.

Die koper moet 'n deposito van 10% van die koopprijs, Balju se fooie, enige statutêre belasting asook agterstallige erfbelasting betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad).

Dyason Ing., Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. [Tel. (012) 334-3601.] [Verw. T. du Plessis/AN (FF 2864).]

**Case No. 24591/99**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON**

**In the matter between VICTORIA SQUARE BODY CORPORATE, Execution Creditor, and GREGORY HEATH BEWS, Execution Debtor**

Pursuant to a judgment granted by the above Honourable Court on the 15th day of March 2000 and a warrant of execution served on the 1st day of November 2000, the undermentioned property will be sold by the Sheriff of the Magistrate's Court, Germiston North, at 1st Floor, Tandela House, cnr De Wet Street and 12th Avenue, Edenvale, on the 10th day of January 2001 at 11h00 to the highest bidder:

*Certain:* Section No. 69, as shown and more fully described on Sectional Plan No. SS330/96 in the scheme known as Victoria Square, in respect of the land and building or buildings situate at Eden Glen Extension 29 Township in the local authority of the Edenvale-Modderfontein Metropolitan sub-structure, measuring 95 (ninety five square metres) held under Deed of Transfer No. ST57798/96 and also known as 69 Victoria Square, Harris Road, Eden Glen, Edenvale (hereinafter referred to as the "property").

*Improvements reported:* Lounge, kitchen, bathroom, 2 bedrooms, carport (which are not warranted to be correct and are to guaranteed).

*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 at the time of preparation of the conditions from date of sale to date of payment.

2. The purchaser shall be obliged to pay a deposit of 10 (ten) per centum 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 Building Society 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 Court, Germiston North, 1st Floor, Tandela House, cnr. De Wet Street and 12th Avenue, Edenvale.

Dated at Germiston on this the 23rd day of November 2000.

A. D. Wilton, for Anthony Wilton Attorneys, Judgment Creditors Attorneys, 113 Joubert Street, Germiston. (Docex 5, Germiston.) (Tel. 873-7425.) (Ref. AW0857.)

Case No. 076155/99

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

**In the matter between QUEENIE VESTA TAYLOR, Execution Creditor, and O'CANNEL, CECILIA, Execution Debtor**

A sale in execution of the property described hereunder will take place on the 12 January 2001 at 10h00 at the offices of the Magistrate's Court for the District of Johannesburg, Fox Street entrance, to the highest bidder:

Erf 403, Bosmont Township, Registration Division I.Q., the Province of Gauteng, measuring 537 (five hundred and thirty seven) square metres (property known as existing dwelling house).

*Improvements:* 3 (three) bedrooms, bathroom, lounge, kitchen, corrugated iron roof, veranda and precast wall.

The conditions of sale may be inspected at the offices of the Sheriff, Magistrate's Court, for the District of Johannesburg.

Dated at Johannesburg on the 30th day of November 2000.

To: The Clerk of the above Honourable Court, Johannesburg.

Mensah Attorneys, Plaintiff's Attorneys, 3rd Floor, Samancor House, 88 Marshall Street, Johannesburg. (Tel. 492-1301/1401.) (Fax 832-1769.)

Case No. 8422/98

PH 170

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between STANDARD BANK OF SA LIMITED, Judgment Creditor, and ROOTMAN, STEPHANUS JACOBS, First Judgment Debtor, and ROOTMAN, ANNA CATHARINA SUSARA, Second Judgment Debtor**

Be pleased to take notice that in execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff of the High Court, Wonderboom at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on this the 12th day of January 2001 at 11h00 of the undermentioned property/ies of the Judgment Debtor, on the conditions and which lie for inspection at the office of the Sheriff of the High Court, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, prior to the sale:

Holding 44, Rynoue Agricultural Holdings, Registration Division J.R., Province of Gauteng, measuring 2,1661 hectares, held by Deed of Transfer T53859/1996, subject to conditions therein contained.

The following information is furnished regarding the improvements, although in this regard nothing is guaranteed: 2 Living rooms, dining-room, 4 bedrooms, 2 bathrooms/wc, kitchen, laundry, scullery, study. *Outbuildings:* 7 garages, swimming-pool.

*Street address:* Holding 44, Rynoue Agricultural Holdings, Pretoria.

Dated at Johannesburg on this the 13th day of November 2000.

Young-Davis Inc, Sanlam Arena (Entrance 2), Corner Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.) (Ref. A. Kaplan/RJA/MS1943.)



Case No. 20685/99  
PH 170IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between STANDARD BANK OF SA LIMITED, Judgment Creditor, and MAESO, ABEL KAGISO, First Judgment Debtor**

Be pleased to take notice that in execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff of the High Court, Soshanguve, at E3 Mabopane Highway, Hebron, on this the 11th day of January 2001 at 11h00 of the undermentioned property/ies of the Judgment Debtor, on the conditions and which lie for inspection at the office of the Sheriff of the High Court, Soshanguve, E3 Mabopane Highway, Hebron, prior to the sale:

Erf 277, Soshanguve XX Township, Registration Division J.R., Province of Gauteng, measuring 263 square metres, held by Deed of Transfer T97082/1997, subject to conditions therein contained.

The following information is furnished regarding the improvements, although in this regard nothing is guaranteed: Living room, dining-room, 2 bedrooms, 2 bathrooms, kitchen, garage. Property was vandalised.

*Street address:* 227 Soshanguve Block XX.

Dated at Johannesburg on this the 14th day of November 2000.

Young-Davis Inc, Sanlam Arena (Entrance 2), Corner Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.) (Ref. A. Kaplan/MS1909.)

Case No. 1859/00

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NIGEL HELD AT NIGEL

**In the matter between: ABSA BANK LIMITED, Plaintiff, and B W BADENHORTS, Defendant**

Notice is hereby given in terms of a warrant of execution issued in the abovementioned Court on 13th Oktober 2000, the following property being:

*Certain property:* Erf 772, Ferryvale, Nigel Transitional Local Council, Registration Division I.R., Province of Gauteng, measuring 1 041 (one thousand forty one) square metres, held by Deed of Transfer T26628/78,

will be sold in execution on Friday, the 12th day of January 2001 at 9:00 at Kerk Street 69, Nigel, at the offices of the Sheriff of Nigel to the highest bidder.

The following improvements are reported to be on the property, but nothing is guaranteed. "Brick house with tile roof, consisting of kitchen, dining room, lounge, TV room, four bedrooms, two bathrooms/toilet, wall to wall carpets, built in cupboards two garages, one outside room and concrete fencing.

*Conditions of sale:* Payment of the purchase price will be by way of cash deposit of 10% (ten percent) of the purchase price on date of sale and the balance at registration of transfer. In connection with the balance, a bank or building society or any other acceptable guarantee must be furnished within 14 (fourteen) days after the date of sale to the Sheriff of the Court. The full conditions of sale will lie for inspection with the relevant Sheriff prior to the sale for perusal of parties interested.

Dated at Nigel on this the 21 day of November 2000.

L. Etsebeth, for Locketts Attorneys, Plesam Building, First Floor, c/o Second Avenue and Breytenbach Street, Nigel. (Ref: A697.)

Saaknommer: 9842/1998

## IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GERMISTON GEHOU TE GERMISTON

**In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en  
P G MINDRY, Eksekusieskuldenaar**

Ingevolge 'n vonnis van bogemelde Agbare Hof en geregtelike lasbrief sal die ondergemelde eiendom deur die Balju, Germiston-Noord (Landdroshof) Germiston, behoorlik daartoe gemagtig, op Woensdag, die 10de dag van Januarie 2001 om 11H00, te die Baljukantore, 1ste Vloer, Tandela House, h/v De Wet Straat & 12de Laan, Edenvale, in eksekusie verkoop, sonder voorbehoud aan die hoogste bieder, die volgende eiendom:

Sekere Erf 2382, Primrose Uitbreiding 2 Dorpsgebied, Registrasieafdeling I.R., Gauteng, ook bekend as 7de Laan 14 Primrose Uitbreiding 2, Germiston-Noord, groot 793.0000 vierkante meter, gehou kragtens Titellakte No. T33769/97.

*Sonering:* Residensieel.

*Verbeterings:* Die volgende verbeterings is op die eiendom aangebring, hoewel geen waarborg gegee word nie: *Bestaande uit:* Ingangsportaal, sitkamer, eetkamer, 3 slaapkamers, sonkamer, kombuis, badkamer, Jacuzzi/badkamer, aparte toilet, spens en stoep. *Buitegeboue:* 2 Afdakke.

*Verkoopsvoorwaardes:*

1. Die eiendom sal sonder voorbehoud en aan die hoogste bieder verkoop word onderworpe aan die titelakte.
2. Die koper sal 'n deposito van 10% (tien persent) van die koopprys op die dag van die verkoping in kontant betaal en balans plus rente teen 'n koers van 17.50% per jaar teen oordrag sal verseker moet word deur 'n bankwaarborg wat deur die Eiser se prokureurs goedgekeur moet word en aan die Balju gelewer moet word, binne 14 (veertien) dae vanaf datum van verkoping.
3. Die volledige verkoopsvoorwaardes wat onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Germiston Noord (Landdroshof), Germiston, 1ste Vloer, Tandela House, h/v De Wet Straat & 12de Laan, Edenvale.

Gedateer te Benoni op hede die 28ste dag van November 2000.

J W A van Wyk, vir Du Plessis De Heus & Van Wyk, Prokureurs vir Eiser, 1ste Vloer, Marilestgebou, Woburnlaan 72, Benoni. (Tel. 422-2435.) (Verw: LP/BA1266.)

Case No. 2000/27071

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  
DE BEER, PHILLIPPUS CAREL, 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 office of De Klerk, Vermaak & Partners Inc, Overvaal Building, 28 Kruger Avenue, Vereeniging, on the 4th of January 2001 at 10h00, of the undermentioned property of the Defendant on conditions which will lie for inspection at the offices of the Sheriff Vereeniging, Overvaal, 28 Kruger Avenue, Vereeniging, prior to the sale:

*Certain:* Holding 151, Dreamland Agricultural Holdings, Registration Division I.Q., Province of Gauteng, measuring 2,0214 (two comma zero two one four) hectares, held under Deed of Transfer T11993/89, being Plot 151, Cela Street, Dreamland Agricultural Holdings, De Deur.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Entrance hall, lounge, family room, dining-room, kitchen, 4 bedrooms, 3 bathrooms, shower, 3 waterclosets, 2 garages.

Dated at Pretoria on this 29th day of November 2000.

Versfelds Nkosi Inc., c/o Lubbe & Roets Attorneys, Plaintiff's Attorneys, Suite 1920, SAAU Building, 19th Floor, c/o Schoeman and Andries Streets, Pretoria. (Tel. 468-3000.) (Fax 468-1371.) (Ref. JS/AJ/852); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 421-3400.]

Saak No. 188/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

**In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en G R HOCKADAY, Eksekusieskuldenaar**

Ingevolge 'n vonnis van bogemelde Agbare Hof en geregtelike lasbrief sal die ondergemelde eiendom deur die Balju Brakpan, behoorlik daartoe gemagtig op Woensdag, die 10de dag van Januarie 2001 om 11H00 te die Baljukantore, Brakpan, Prince Georgelaan 439, Brakpan, in eksekusie verkoop, sonder voorbehoud aan die hoogste bieder die volgende eiendom:

Sekere Erf 829, Dalview Dorpsgebied, Reg. Afd. I.R., Gauteng, ook bekend as Kent Rylaan 34, Dalview, Brakpan, groot 967 (negehonderd sewe-en-sestig) vierkante meter, gehou kragtens Titelakte No. T12708/1983.

Sonering: Residensieël 1. Hoogte (HO): 2 verdieping. Boulyn: 4,57 m.

*Verbeterings:* Die volgende verbeterings is op die eiendom aangebring, hoewel geen waarborg gegee word nie: Bestaande uit steen/gepleister en geverf, zinc-staandak, sitkamer, eetkamer, 3 slaapkamers, kombuis, badkamer, motorhuis. *Buitegeboue:* Geen. *Diverse:* —.

*Verkoopsvoorwaardes:*

1. Die eiendom sal sonder voorbehoud en aan die hoogste bieder verkoop word onderworpe aan die titel akte.



2. Die koper sal 'n deposito van 10% (tien persent) van die koopprys op die dag van die verkoping in kontant betaal en balans plus rente teen 'n koers van 22,00% per jaar teen oordrag sal verseker moet word deur 'n bankwaarborg wat deur die Eiser se prokureurs goedgekeur moet word en aan die Balju gelewer moet word, binne 14 (veertien) dae vanaf datum van verkoping.

3. Die volledige verkoopsvoorwaardes wat onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Brakpan, Prince Georgelaan 439, Brakpan.

Gedateer te Benoni op hede die 15de dag van November 2000.

J. W. A. van Wyk, vir Du Plessis De Heus & Van Wyk, Prokureurs vir Eiser, 1ste Vloer, Marilestgebou, Woburnlaan 72, Benoni. (Tel. 422-2435.) (Verw. CP/VK077.)

**Case No. 62534/98**

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

**In the matter between SOUTH AFRICAN MUTUAL LIFE ASSURANCE SOCIETY, Execution Creditor/Plaintiff, and JAMES ZACKY, Execution Debtor/Defendant**

In execution of a judgment of the above Honourable Court and Writ of Execution, the following property will be sold in execution on the 12th of January 2001 at 10h00, by the Sheriff, Johannesburg West, at Magistrate's Court, Johannesburg, Fox Street entrance, to the highest bidder:

*Property consisting of:* Erf No. 401, Homestead Park, Gauteng (10 Havenga Road, Homestead Park), held by Deed of Transfer T7242/1950, zoned Residential, situated at 10 Havenga Street, Homestead Park.

The following information as supplied, pertaining to alterations is not warranted as correct.

*Terms and Conditions:*

*Terms:* 10% (ten percent) of the purchase price in cash on the day of sale and the balance against registration to be secured within 14 (fourteen) days from date of sale by means of a Bank or Building Society guarantee.

*Conditions:* Auction cost, payable on day of sale, calculated as follows:

(a) 5% (five percent) on the first R30 000,00 (thirty thousand rand), 3% (three percent) on the balance with a maximum charge of R7 000,00 (seven thousand rand) and a minimum charge of R300,00 (three hundred rand).

(b) The full Conditions of Sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Johannesburg West, at 8 Motor Street, Westdene.

Dated at Randburg on this the 7th day of December 2000.

Gideon Pretorius Inc., Attorneys for Plaintiff, 247 Surrey Avenue, Randburg. (Tel: 886-2310.) (Ref: Hennie Muller/mk/C9096.)

**Case No. 99/23787  
PH 2**

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

**In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and MATHEBULA: SELLO REUBEN, First Defendant, and MATHEBULA: ZODWA HILDA, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the Sheriff, 19 Pollock Street, Randfontein, on 5 January 2001 at 10h00, of the undermentioned property of the Defendants on the Conditions to be read by the Auctioneer at the time of the sale, which Conditions will lie for inspection prior to the sale, at the offices of the Sheriff, 19 Pollock Street, Randfontein:

*Being:* Erf 7749, Mohlakeng Extension 5, situate at 7749 Maruba Street, Mohlakeng Extension 5, Registration Division I.Q., Province of Gauteng, measuring 417 square metres, held under Deed of Transfer No T18428/97.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling comprising lounge, kitchen, 2 bedrooms, bathroom, toilet.

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

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

Dated at Randburg this 28th day of November 2000.

Bezuidenhout Van Zyl Inc., Unit 5, Surrey Square on Republic, cnr Surrey Avenue and Republic Road, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.) C/o 9th Floor, North State Building, corner Market & Kruis Sts, Johannesburg.

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## EASTERN CAPE OOS-KAAP

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**Case No. 6506/99**

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

**In the matter between N S PILLAY BROTHERS CC, Plaintiff, and MTUTUZELI CLIFF XELO, Defendant**

In pursuance of a judgment granted on 21 October 1999, in the Magistrate's Court for the District of Queenstown and under a warrant of execution against property, issued on 21 August 2000, the immovable property listed hereunder will be sold in execution on 10 January 2001 at 10h00 at the Magistrate's Court, Tarkastad to the highest bidder:

*Description:* Erf 1521, Tarkastad, Province of the Eastern Cape, in extent 347 (three hundred and forty-seven) square metres, held by Deed of Transfer T40725/98.

*Postal address:* 1 Margaret Street, Tarkastad.

*Improvements:* Whilst nothing is guaranteed, it is understood that the aforementioned property comprises of a conventional type dwelling and normal outbuildings.

The property is registered in the name of the Defendant.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act No 36 of 1944, as amended, 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 gives any warranty as to the property to be sold.

3. One-tenth (1/10th) 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, as determined by the Plaintiff, is to be paid against registration of transfer, due payment of which must be guaranteed within fourteen (14) days after the date of sale, by a bank or building society guaranteed.

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 Offices of the Plaintiff's Attorneys.

Dated at Queenstown on this 14th day of November 2000.

Maurice Shadiack, Plaintiff's Attorneys, 22-24 Robinson Road, P O Box 398, Queenstown, 5320. (Ref. Mr Shadiack/Z29255/P2597.)

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**Case No. 8/2000**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALIWAL NORTH HELD AT ALIWAL NORTH

**In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and VULINDLELA JOSEPH SILINGLE, Defendant**

The following property will be sold in execution, on Wednesday, the 10th day of January, 2001 at 12h00 at the Magistrate's Court to the highest bidder, namely:

2 Colin Street, Aliwal North, held under Deed of Transfer T74825/93.

*Conditions of sale:*

1. A deposit of ten (10) per centum of the purchase price must be paid in cash or by a deposit-taking institution guaranteed cheque at the time of the sale and the balance against registration of transfer.

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

3. The full conditions of sale which will be read out immediately prior to the sale and may be inspected at the Sheriff's Office, Aliwal North.

I C Clark Inc., Plaintiff's Attorneys, 25 St Lukes Road, Southernwood, East London; c/o Douglas & Botha, 11/13 Somerset Street, Aliwal North.

Case No. 8484/2000

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

**In the matter between TNBS MUTUAL BANK, Plaintiff, and  
NDIKO GODFREY SIYONGWANA, Defendant**

In pursuance of the judgment granted on the 31st October 1999, the above Honourable Court and the writ of execution issued thereafter, the immovable property mentioned hereunder will be sold in execution to the highest bidder on the 9th February 2001 in front of Magistrate's Offices, Umtata, at 10H00 or so soon thereafter:

*Certain:* Piece of land situate in the Municipality and District of Umtata being Erf No. 598, in Umtata Extension 21, measuring five hundred (500) square metres.

*Street address:* No. 53 Tungula Street, Kwezi Extension, Umtata.

The property comprises of, but not guaranteed—substantial improvements being a dwelling.

The special conditions of the sale may be inspected at the offices of Z.M. Estate and Auctioneers, 24 Sprigg Street, Umtata. Makaula Zilwa & Company, Attorneys for Execution Creditor, 24 Sprigg Street, Umtata. (Ref: Mr Zilwa/wbj/T.)

Case No. 2622/99

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

**In the matter between TNBS MUTUAL BANK, Plaintiff, and  
JONGILANGA COLBERT JWENTE, Defendant**

In pursuance of the judgment granted on the 31st May 1999, the above Honourable Court and the writ of execution issued thereafter, the immovable property mentioned hereunder will be sold in execution to the highest bidder on the 9th February 2001 in front of Magistrate's Offices, Umtata, at 10H00 or so soon thereafter:

*Certain:* Piece of land situate in the Municipality and District of Umtata being Erf No. 7776, in Umtata Extension 23, measuring four hundred and eighty two (482) square metres.

*Street address:* No. 1 Alfred Mafuya Street, Mbuqe Park, Umtata.

The property comprises of, but not guaranteed—substantial improvements being a dwelling.

The special conditions of the sale may be inspected at the offices of Z.M. Estate and Auctioneers, 24 Sprigg Street, Umtata. Makaula Zilwa & Company, Attorneys for Execution Creditor, 24 Sprigg Street, Umtata. (Ref: Mr Zilwa/wbj/T.)

Case No. 6315/99

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

**In the matter between AGRICULTURAL BANK OF TRANSKEI, Plaintiff, and  
LEXIE LINDA CEZA, Defendant**

In pursuance of the judgment granted on the 4th October 1999, the above Honourable Court and the writ of execution issued thereafter, the immovable property mentioned hereunder will be sold in execution to the highest bidder on the 9th February 2001 in front of Magistrate's Offices, Umtata, at 10H00 or so soon thereafter:

*Certain:* Piece of land situate in the Municipality and District of Umtata being Erf No. 8158 (Portion of Erf 1904), measuring one thousand four hundred and six (1 406) square metres.

*Street address:* No. 13 Rooste Avenue, Umtata.

The property comprises of, but not guaranteed—substantial improvements being a dwelling.

The special conditions of the sale may be inspected at the offices of Z.M. Estate and Auctioneers, 24 Sprigg Street, Umtata. Makaula Zilwa & Company, Attorneys for Execution Creditor, 24 Sprigg Street, Umtata. (Ref: Mr Zilwa/wbj/T.)

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**FREE STATE • VRYSTAAT**

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**Saak No. 5716/2000****IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN****In die saak tussen MCINTYRE & VAN DER POST, Eiser, en B. T. MOHLOBATSIE, Verweerder**

Ingevolge 'n Vonnis gelewer op 16 Maart 2000, in die Bloemfontein Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 19 Januarie 2001 om 10h00, te die Balju, Bloemfontein-Oos kantore, Barnesstraat 5, Bloemfontein, aan die hoogste bieder:

Sekere Erf No. 6937, geleë te Mangaung, distrik Bloemfontein, gehou kragtens Transportakte No. TE849/1998.

Die Koper moet afslaaers gelde, BTW, asook 10% van die koopprys in kontant betaal op die dag van die verkoping van die eiendom en moet vir die balans van die koopprys binne 14 (veertien) dae na die goedgekeurde bankwaarborg of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju van die Landdroshof, Bloemfontein-Oos nagesien word.

Geteken te Bloemfontein op hierdie 6de dag van November 2000.

C. L. Dickens, vir McIntyre & Van der Post, Eiser se Prokureurs, Barnesstraat 12 (Posbus 540), Bloemfontein.

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**Case No. 3724/2000****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ODENDAALSRSUS HELD AT ODENDAALSRSUS****In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and RANKU ELIAS RAMAFIKENG, First Execution Debtor, and MAKHOHLE MARIA RAMAFIKENG, Second Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Odendaalsrus, and a Warrant of Execution dated 20 September 2000, the following property will be sold in execution on Friday, 5 January 2001 at 10h00, in front of the Magistrate's Office, 40 Weeber Street, Odendaalsrus:

Certain Erf 3790, situated at Township Kutlwanong, district Odendaalsrus, Province Free State, measuring 198 square metres, held by Deed of Transfer.

*Improvements:* A two bedroom dwelling with lounge, kitchen and bathroom.

The property is zoned for dwelling purposes.

*Conditions of sale:*

1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14% per annum from date of registration of transfer, shall be paid with 21 (twenty-one) days from the date of sale or secured by an approved Bank- or Building Society guarantee.

3. The full conditions of sale, which will be read by the Auctioneer immediately prior to the sale, may be inspected at the office of the Messenger of the Court, Odendaalsrus during Office hours.

Signed at Odendaalsrus on this 22nd day of November 2000.

G. J. Oberholzer, for Andrews Podbielski & Grimsell Inc., 83 Waterkant Street, Odendaalsrus, 9480. (Ref. GJO/mv/784/2000.)

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**Case No. 3717/2000****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ODENDAALSRSUS HELD AT ODENDAALSRSUS****In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and LEHLOHONOLO JOSEPH MARABE, First Execution Debtor, and MASELLO LYDIA MARABE, Second Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Odendaalsrus, and a Warrant of Execution dated 20 September 2000, in the following property will be sold in execution on Friday, 5 January 2001 at 10h00, in front of the Magistrate's Office, 40 Weeber Street, Odendaalsrus:

Certain Erf 3798, situated at Township Kutlwanong, district Odendaalsrus, Province Free State, measuring 198 square metres, held by Deed of Transfer.

*Improvements:* A two bedroom dwelling with lounge, kitchen and bathroom.



The property is zoned for dwelling purposes.

*Conditions of sale:*

1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14% per annum from date of registration of transfer, shall be paid with 21 (twenty-one) days from the date of sale or secured by an approved Bank- or Building Society guarantee.

3. The full conditions of sale, which will be read by the Auctioneer immediately prior to the sale, may be inspected at the office of the Messenger of the Court, Odendaalsrus during office hours.

Signed at Odendaalsrus on this 22nd day of November 2000.

G. J. Oberholzer, for Andrews Podbielski & Grimsell Inc., 83 Waterkant Street, Odendaalsrus, 9480. (Ref. GJO/mv/547/2000.)

**Case No. 3820/2000**

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

**In the matter between ANGLOGOLD BEPERK, Execution Creditor, and  
CHRISTOPHER RAPSHAKA MALELE, Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Odendaalsrus and a Warrant of Execution dated 9th of October 2000, the following property will be sold in execution on Friday, 5 January 2001 at 10h00, in front of the Magistrate's Office, 40 Weeber Street, Odendaalsrus:

*Certain:* Erf 6872, district Odendaalsrus, Free State, measuring 409 square metres, held by Certificate of Registered Grant of Leasehold TL21036/1994.

*Improvements:* A two bedroom dwelling with lounge, kitchen, and one bathroom.

The property is zoned for dwelling purposes.

*Conditions of sale:*

1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrates Court Act, No. 32 of 1944, as amended, and the Rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten percent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14% per annum, from date of registration of transfer, shall be paid within 21 (twenty one) days from the date of sale or secured by an approved Bank- or Building Society guarantee.

3. The full conditions of sale, which will be read by the Auctioneer immediately prior to the sale, may be inspected at the office of the Messenger of the Court, Odendaalsrus, during office hours.

Signed at Odendaalsrus on this the 22nd day of November 2000.

G J Oberholzer, for Andrews Podbielski & Grimsell Inc, 83 Waterkant Street, Odendaalsrus, 9480. (Ref: GJO/mv/463/2000.)

**Case No. 4096/2000**

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

**In the matter between ANGLOGOLD BEPERK, Execution Creditor, and  
MZWAMADODA SABANI, Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Odendaalsrus and a Warrant of Execution dated 9th of October 2000, the following property will be sold in execution on Friday, 5 January 2001 at 10h00, in front of the Magistrate's Office, 40 Weeber Street, Odendaalsrus:

*Certain:* Erf 7080, situated in the town Kutlwanong (Extension 8), district Odendaalsrus, Province Free State, measuring 360 square metres, held by Certificate of Registered Grant of Leasehold TL6167/1995.

*Improvements:* A two bedroom dwelling with lounge, kitchen, and one bathroom.

The property is zoned for dwelling purposes.



*Conditions of sale:*

1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrates Court Act, No. 32 of 1944, as amended, and the Rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten percent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14% per annum, from date of registration of transfer, shall be paid within 21 (twenty one) days from the date of sale or secured by an approved Bank- or Building Society guarantee.

3. The full conditions of sale, which will be read by the Auctioneer immediately prior to the sale, may be inspected at the office of the Messenger of the Court, Odendaalsrus, during office hours.

Signed at Odendaalsrus on this the 22nd day of November 2000.

G J Oberholzer, for Andrews Podbielski & Grimsell Inc, 83 Waterkant Street, Odendaalsrus, 9480. (Ref: GJO/mv/465/2000.)

**Case No. 4107/2000**

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

**In the matter between ANGLOGOLD BEPERK, Execution Creditor, and  
MODISE ALBERT MARATE, Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Odendaalsrus and a Warrant of Execution dated 16th of October 2000, the following property will be sold in execution on Friday, 5 January 2001 at 10h00, in front of the Magistrate's Office, 40 Weeber Street, Odendaalsrus:

*Certain:* Erf 7208, situated in the town Kutlwanong (Extension 8), district Odendaalsrus, Province Free State, measuring 350 square metres, held by Certificate of Registered Grant of Leasehold TL4262/1995.

*Improvements:* A two bedroom dwelling with lounge, kitchen, and one bathroom.

The property is zoned for dwelling purposes.

*Conditions of sale:*

1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrates Court Act, No. 32 of 1944, as amended, and the rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten percent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14% per annum, from date of registration of transfer, shall be paid within 21 (twenty one) days from the date of sale or secured by an approved Bank- or Building Society guarantee.

3. The full conditions of sale, which will be read by the Auctioneer immediately prior to the sale, may be inspected at the office of the Messenger of the Court, Odendaalsrus, during office hours.

Signed at Odendaalsrus on this the 24th day of November 2000.

G J Oberholzer, for Andrews Podbielski & Grimsell Inc, 83 Waterkant Street, Odendaalsrus, 9480. (Ref: GJO/mv/858/2000.)

**Case No. 4108/2000**

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

**In the matter between ANGLOGOLD BEPERK, Execution Creditor, and  
GEZANI KING NKUNA, Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Odendaalsrus and a Warrant of Execution dated 16th of October 2000, the following property will be sold in execution on Friday, 5 January 2001 at 10h00, in front of the Magistrate's Office, 40 Weeber Street, Odendaalsrus:

*Certain:* Erf 6901, situated in the town Kutlwanong, district Odendaalsrus, Province Free State, measuring 350 square metres, held by Certificate of Registered Grant of Leasehold TL20392/1994.

*Improvements:* A two bedroom dwelling with lounge, kitchen, and one bathroom.

The property is zoned for dwelling purposes.

*Conditions of sale:*

1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrates Court Act, No. 32 of 1944, as amended, and the rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten percent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14% per annum, from date of registration of transfer, shall be paid within 21 (twenty one) days from the date of sale or secured by an approved Bank- or Building Society guarantee.

3. The full conditions of sale, which will be read by the Auctioneer immediately prior to the sale, may be inspected at the office of the Messenger of the Court, Odendaalsrus, during office hours.

Signed at Odendaalsrus on this the 24th day of November 2000.

G J Oberholzer, for Andrews Podbielski & Grimsell Inc, 83 Waterkant Street, Odendaalsrus, 9480. (Ref: GJO/mv/859/2000.)

**Saak No. 628/2000**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Oranje-Vrystaatse Provinsiale Afdeling)

**In die saak tussen NEDCOR BANK BPERK, Eiser, en QUENTIN FOUCHÉ, Verweerder**

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief tot geregtelike verkoping gedateer die 12de dag van Julie 2000, sal die ondervermelde eiendom op Vrydag, 22 Desember 2000 om 10:00 te die Landdroskantoor, Frankfort, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere Erf 326, geleë in die dorp Frankfort, distrik Frankfort (ook bekend as Carolinastraat 4, Frankfort), groot 1 487 vierkante meter, gehou kragtens Akte van Transport T12321/1998.

*Bestaande uit:* Enkelverdieping woonhuis gesoneer slegs vir woondoeleindes met 3 slaapkamers, kombuis, 2 badkamers, 2 sitkamers en 2 ander vertrekke.

Die koper moet afslaersgelde, B.T.W. asook 10% van die koopprys in kontant betaal op die dag van die verkoping van die eiendom 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 bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Hooggeregshof te Frankfort nagesien word.

Gedateer te Bloemfontein hierdie 3de dag van November 2000.

McIntyre & Van der Post, Eiser se Prokureur, Barnesstraat 12, Westdene, Posbus 540, Bloemfontein, 9300. [Tel: (051) 5050200.] (Verw. GBA Gardener/evdw/GCF021.)

**Case No. 4109/2000**

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

**In the matter between ANGLOGOLD BEPERK, Execution Creditor, and MPHO EDWIN MARAKE, First Execution Debtor, and MATLHORISO MAVIS MARAKE, Second Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Odendaalsrus and a warrant of execution dated 16th day of October 2000, the following property will be sold in execution on Friday, 5 February 2001 at 10h00, in front of the Magistrate's Office, 40 Weeber Street, Odendaalsrus:

Certain Erf 3848, situated in the Town Kutlwanong, district Odendaalsrus, Province Free State, measuring 216 square metres, held by Deed of Transfer T3656/1996.

*Improvements:* A two bedroom dwelling with lounge, kitchen and bathroom.

The property is zoned for dwelling purposes.

*Conditions of sale:*

1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrate's Court Act No. 32 of 1944, as amended, and the rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten percent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14% per annum from date of registration of transfer, shall be paid with 21 (twenty one) days from the date of sale or secured by an approved bank or building society guarantee.

3. The full conditions of sale, which will be read by the auctioneer immediately prior to the sale, may be inspected at the office of the Messenger of the Court, Odendaalsrus during office hours.

Signed at Odendaalsrus on this the 24th day of November 2000.

G J Oberholzer, for Andrews Podbielski & Grimsell Inc., 83 Waterkant Street, Odendaalsrus, 9480. (Ref: GJO/mv/857/2000.)

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**KWAZULU-NATAL**

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**Case No. 6371/2000**

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between THE SOUTH AFRICAN BANK OF ATHENS LIMITED, Plaintiff, and WILLEM JOHANNES JANSEN VAN VUUREN, First Defendant, and VALERIE JANSEN VAN VUUREN, Second Defendant**

The following property will be sold in execution, by the Sheriff of the High Court on 8 January 2001 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

*Certain:* A unit consisting of Section No. 9 as shown and more fully described on Sectional Plan No. SS177/92 in the scheme known as Coral Sands, in respect of the land and building and buildings, situated at Tongaat, North Local Council, of which section the floor area according to the said sectional plan is 226 (two hundred and twenty six) 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 Sectional Deed of Transfer No. ST7907/92, situated at 9 Coral Sands, 118 South Beach Road, La Mercy, 4405.

The property is improved, without anything warranted by a double storey sectional unit comprising of upstairs: 3 bedrooms (carpeted, BIC, 1 with en-suite), bathroom. *Downstairs:* Lounge (tiled), diningroom, kitchen (tiled, BIC, hob, eye level oven and breakfast nook), toilet and bathroom combined, balcony and deck, single manual garage, iron electronic gates, tarred driveway and precast fencing.

The material terms are 10% deposit, balance payable on transfer, guarantees within 14 days of sale. The full conditions can be inspected at the offices of the Sheriff, 1 Trevennen Road, Lotusville, Verulam, 4340.

Dated at Durban this 24th day of November 2000.

Pampallis, Plaintiff's Attorneys, 3rd Floor, Doone House, 379 Smith Street, Durban. (Ref. Ms Kalideen/sc/08/S007/010.)

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**Case No. 12335/99**

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

**In the matter between INNER WEST CITY COUNCIL, Plaintiff, and DUMISANI PRINCE MACINGWANE MAJOLA, First Defendant, and PEARL GENE SIBONGILE MAJOLA, Second Defendant**

In terms of a judgment of the above Honourable Court dated 19 November 2000 a sale in execution will be held on Wednesday, 29 November 2000 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder without reserve:

*Description:* Erf 4123, Pinetown (Extension No. 4), Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent one thousand one hundred and sixty one (1 161) square metres.

*Physical address:* 24 Locksley Drive, Pinetown.

The following information is furnished but not guaranteed: The property has been improved by the erection of a single level brick under tile dwelling, garage, timber fencing, tarmac driveway and gates (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 Magistrate's Court at Pinetown.

Dated at Pinetown on this 26th day of October 2000.

E. P. M. Radebe, for EPM Radebe Inc., Attorneys, 3rd Floor, Charter House, 75 Crompton Street, Pinetown. (Ref. L. Henneberry/I0097/1512.)

Case No. 3428/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

**In the matter between INCLEDON DURBAN (PTY) LTD, Execution Creditor, and P. J. HAMMOND, Execution Debtor**

In the pursuance of a judgment of the Magistrate for the District of Lower Tugela and a writ of execution dated 30 April 1999 the following immovable property will be sold in execution by the Sheriff of the Magistrate's Court, Inanda Area 2 on 8 January 2001, at the front entrance of the Magistrate's Court, Moss Street, Verulam, at 09:00:

Erf 6069, Tongaat (Ext. 36), Registration Division FU, situated in the North Local Council Area, Province of KwaZulu Natal in extent five hundred and four (504) square metres.

*Improvements:* Single storey brick under tile dwelling comprising of 3 bedrooms (carpeted, one with en-suite), open lounge, dining room and kitchen (tiled, BIC), toilet and bathroom combined (tiled), iron manual gates and block fencing.

Nothing in this regard is guaranteed.

*Situation:* House 6069, Belgate, Tongaat.

*Material conditions:*

1. 10% of the purchase price plus the Sheriff's commission shall be paid in cash immediately after the sale and the balance shall be secured within fourteen (14) days after the sale.
2. The property will be sold voetstoots to the highest bidder.
3. The sale shall be subject to the provisions of the Magistrate's Court Act and Rules made thereunder.
4. The full conditions of sale shall be available for inspection at the offices of the Plaintiff's Attorneys and Sheriff of Court, Inanda Area 2.

Dated at Stanger on this 13th day of November 2000.

Krish Pundit, Plaintiff's Attorney, Suite 11, Jay Krishnal Centre, 134/6 Mahatma Gandhi Street, Stanger.

Case No. 14443/99

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

**In the matter between BODY CORPORATE OF SANDRINGHAM, Plaintiff, and  
NONZWAKAZI BEUTY TSEKU, Defendant**

In pursuance of a judgment of the Magistrate's Court for the District of Durban and a writ issued thereunder, the immovable property described hereunder will be sold in execution on Thursday, 28 December 2000 at 10:00 at Eighth Floor, Maritime House, 1 Salmon Grove, Durban:

*Description:* A unit consisting of:

(a) Section 42 as shown and more fully described on Sectional Plan SS47/93 in the scheme known as Sandringham 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 54 (fifty-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 ST9252/1995.

*Street address:* Flat 39, Sandringham, corner of Gillespie and Tyzack Streets, Durban.

*Improvements:* One flat consisting of brick and tile—one bedroom/lounge, kitchen and bathroom.

*Zoning:* General Residential 5.

*The sale shall be subject to the following conditions:*

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- (b) The purchase price plus VAT thereon shall be paid as to 10% (ten per centum) thereof in cash or by bank-guaranteed cheque at the time of the sale, and the full balance thereof together with interest at the current rate referred to in the warrant of execution on the amount of the Plaintiff's claim (and in the event of there being any other preferent creditor then the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer shall be secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. The guarantee shall be delivered by the purchaser to the Sheriff, or upon the Sheriff's instructions, to the Plaintiff's conveyancers within 21 (twenty-one) days of the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid provided that if the Plaintiff be the purchaser then no deposit or guarantee will be necessary and the Plaintiff shall pay the full purchase price plus interest to the Sheriff for the Magistrate's Court in cash against transfer.



2. (a) The purchaser shall pay to the local authority or any other body or person entitled thereto all such rates and taxes, sanitary, electrical and water fees, levies, road construction charges and unpaid drainage loans and other amounts whatsoever owing to the local authority and any other amount which must in law be paid to procure transfer of the property and shall also pay to the Plaintiff's attorneys the cost of transfer, transfer duty, licences, the cost of obtaining Master's approval, if necessary, certificates under the Administration of Estates Act, clearance certificates, sanitary fees, interest and all other amounts necessary to obtain transfer of the property.

(b) The purchaser shall pay to the Sheriff the Sheriff's commission calculated in terms of the existing tariff of Sheriff's fees.

3. (a) The full conditions may be inspected at the office of the Sheriff, Durban Central, Eighth Floor, Maritime House, 1 Salmon Grove, Durban or at the offices of McKenzie Dixon.

Dated at Westville his 15th day of November 2000.

McKenzie Dixon, Attorney for Execution Creditor, 14 Acacia Avenue, Westville, 3630.

Case No. 4979/2000

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

**In the matter between BOE BANK LIMITED, Plaintiff, and DELPHINE ANDRUNETTE PRINSLOO, Defendant**

In pursuance of a judgment granted on 4 August 2000 in the High Court of South Africa (Durban and Coast Local Division) and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by public auction, to the highest bidder for cash by the Sheriff of the High Court, Port Shepstone, on 3 January 2001 at 10:00 or so soon thereafter as possible, at the front entrance of the Magistrate's Court, Port Shepstone:

*Address of dwelling:* Flat 4, Du Bantry Holiday Flats, Colis Street, Uvongo.

*Description:*

(i) Section 4 as shown and more fully described on Sectional Plan SS47/1978, in the scheme known as "Du Bantry Holiday Flats", in respect of the land and building or buildings situated at "Uvongo", situated in the Margate Transitional Local Council Area of which section the floor area, according to the said sectional plan is 94 (ninety-four) square metres; 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 duplex comprising lounge, dining-room, kitchen, two bedrooms, bathrooms, shower and two toilets and parking.

*Material conditions:*

1. Nothing in the above is guaranteed.

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

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

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

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

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

Dated at Durban this 17th day of November 2000.

Mooney Ford & Partners, Execution Creditor's Attorneys, Seventh Floor, Permanent Building, 343 Smith Street, Durban.  
(Ref. J. P. Cox/tp/N4270.)

Case No. 44466/00

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

**In the matter between ABSA BANK LTD, Execution Creditor, and BAKULUMILE MNCWABE, NO, Execution Debtor**

In pursuance of a judgment granted on 8 September 2000 in the Court of the Magistrate, Durban and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Monday, 8 January 2001 at 09:00 at the front entrance of the Magistrate's Court Building, Moss Street, Verulam to the highest bidder:

*Description:* Erf 609, Riverdene, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 298 (two hundred and ninety-eight) square metres, held under Deed of Transfer T11538/1995.



*Postal address:* 109 Fairydene, Riverdene, Marble Ray.

*Improvements:* Single-storey brick under tile dwelling comprising two bedrooms (carpeted), open plan lounge and dining-room (carpeted), kitchen (tiled), toilet (tiled), bathroom (tiled) and burglar guards.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
  2. The purchaser shall pay a deposit of 10% of the purchase price in cash at the time 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 Court Sheriff within (14) days after the date of sale.
  3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.
  4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.
  5. The full conditions may be inspected at the offices of the Sheriff of the Court, 1 Trevenen Road, Lotusville, Verulam.
- Christides Attorneys, Execution Creditor's Attorney, 18th Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban, 4001. (Tel. 306-3164.) (Ref. Mr Christides/sj/A070 0296.)

**Case No. 12307/2000**

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

**In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Execution Creditor, and  
DANIEL MANDLENKOSI MKHUNGO, Execution Debtor**

In pursuance of a judgment granted on the 1st September 2000 in the Magistrate's Court for the District of Pinetown, held at Pinetown and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Wednesday, the 10th January 2001 at the front entrance to the Magistrate's Court Building, 22 Chancery Lane, Pinetown, at 10H00.

*Description:* Erf 773, Clermont, Pinetown, Province of KwaZulu-Natal, in extent of four hundred and sixty-eight (468) square metres, held under Deed of Transfer No. T15245/1992.

*Street address:* 115 Eichbour Road, Clermont Township, Pinetown, KwaZulu-Natal.

*Improvements:* A brick under tile dwelling consisting of 16 rooms and 4 toilets. Nothing is guaranteed in respect of such improvements on the property.

*Zoning:* Residential.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pinetown, which are situated at No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 16th day of November 2000.

Mathe and Zondo Incorporated, Execution Creditor's Attorney, First Floor, Protea House, 332 West Street, Durban, 4001. (Ref. Mr Z. E. Buthelezi/zm/C0015922.)

**Case No. 7152/99**

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

**In the matter between: TOTAL SOUTH AFRICA (PTY) LIMITED, Plaintiff, and P L MAHARAJ & SONS  
WHOLESALE FRUIT & VEGETABLE MARKET CC, Defendant**

In pursuance of a judgment of the High Court, Durban, dated 05/10/99 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, Verulam, on the 8th day of January 2001 at 09:00 am at the front entrance of the Magistrate's Court, Moss Street, Verulam, without reserve.

*Property description:* A  $\frac{1}{2}$  share in and to Portion 70 (of 20) of Lot 44 No. 1570, Registration Division FU, Province of KwaZulu-Natal, in extent 6,8923 hectares, held by Deed of Transfer No. T2222/88.

*Physical address of property:* Off Watson Highway, Old Ocean Drive In Site, Tongaat.

*Improvements:* Vacant land (nothing is guaranteed in this regard).

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, Case No. 7172/98.

Dated at Durban on this 22nd day of November 2000.

Woodhead Bigby & Irving Inc., Plaintiff's Attorney, 700 Mansion House, 12 Field Street, Durban. (Ref. BJHI/RK/nr 20 T 2811A9.)

Case No. 3005/1999

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

**In the matter between: THE BODY CORPORATE of the building known as FAIRSANDS, Execution Creditor,  
and LINDIWE PATRICIA MAPHANGA, Execution Debtor**

In pursuance of a judgment granted on the 27th August 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 on Friday, the 5th day of January 2001 at 10h00 at the front entrance to the Magistrate's Court Building at King Shaka Street, kwaDuguza/Stanger, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Stanger, at the time of the sale.

*Description:*

(a) Section No. 3, as shown and more fully described on Sectional Plan No. SS175/1984, in the scheme known as "Fairsands", in respect of the land and building or buildings situate in the North Local Council Area, of which section the floor area, according to the said sectional plan is one hundred and eight (108) square metres in extent; and

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

Held under Sectional Deed of Transfer No. ST16790/1998 on the 20th November 1998.

Physical address: Flat No. 3, Fairsands, Naidoo Road, Fairbreeze, Tongaat.

Improvements: Kitchen, bath/toilet, 2 bedrooms—main bedroom with en-suite (shower & toilet), lounge/dining-room, verandah, garage on basement.

Improvements done to the best ability of the Deputy Sheriff. Nothing is guaranteed.

*Zoning:* Residential.

*Material conditions:*

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

2. The 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 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 fourteen (14) days of the date of sale.

4. The Purchaser shall be liable for payment of interest at the rate of 19,50% per annum to the Execution Creditor, and at the rate applicable to the Bondholder in respect of Mortgage Bond No. SB7780/1998, 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 above will be forfeited. The full conditions may be inspected at the offices of the Sheriff of the Court, Lower Tugela.

Dated at Stanger during the year 2000.

Messrs Laurie C. Smith Incorporated, Execution Creditor's Attorneys, 22 Jackson Street (P.O. Box 46), Stanger. (Ref. Mr Horton/RJ/Colls/S2079.)

Case No. 2021/2000

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 SA LTD), Plaintiff,  
and M J L PAINTER, First Defendant, and P PAINTER, Second Defendant**

The following property will be sold in execution, by the Sheriff of the High Court, Pinetown on the 10th January 2001 at 10h00 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown.

*Certain:* A unit consisting of Section No. 26 as shown and more fully described on Sectional Plan No. SS181/94, in the scheme known as "The Campbells", in respect of the land and building or buildings situated at New Germany, of which the floor area, according to the said sectional plan is 76 (seventy-six) 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 of the said section, held under Deed of Transfer No. ST6846/94 and two exclusive use areas described as (Parking) P26A and (Parking) P26B both measuring 12 (twelve) square metres being as such part of the common property, comprising the land and the scheme known as "The Campbells" in respect of the land and building or buildings situated at New Germany, Borough of New Germany, as shown and more fully described on Sectional Plan No. SS181/94, held under Notarial Deed of Cession No. SK1531/94, situated at 26 The Campbells, Campbell Road, New Germany.

The property is improved, without anything warranted by a single storey dwelling under tile roof consisting of 2 bedrooms, lounge, kitchen, dining-room, toilet and carport.

The material terms are 10% deposit, balance payable on transfer, guarantees within 14 days of sale. The full conditions can be inspected at the offices of the Sheriff of the High Court, No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 21 November 2000.

Woodhead Bigby & Irving. (Ref. CSS/LP/15F4647A8.)

Case No. 8134/00

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

**FIRSTRAND BANK LTD (formerly known as FIRST NATIONAL BANK OF SA LTD), Plaintiff, and  
C NAGAPPEN, 1st Defendant, and T NAGAPPEN, 2nd Defendant**

The following property will be sold in execution, by the Sheriff of the High Court, Indanda Area 2 on the 8th January 2001 at 09h00 at the entrance to the Magistrate's Court, Moss Street, Verulam.

*Certain:* Lot 9273, Verulam (Extension No. 62), situated in the Verulam entity and in the Port Natal-Ebhodwe joint services board area, administrative district of Natal, Province of KwaZulu-Natal, in extent 217 (two hundred and seventeen) square metres, held under Deed of Transfer No. T3448/97, situated at 10 Havenwood Road, Trenance Park, Verulam.

The property is improved, without anything warranted by a single storey semi detached brick under asbestos dwelling consisting of 3 bedrooms, lounge, dining-room, kitchen, toilet & bathroom combined, iron manual gates, cemented driveway, side brick fencing, 3 sides precast, fencing & burglar guards.

The material terms are 10% deposit, balance payable on transfer, guarantees within 14 days of sale. The full conditions can be inspected at the offices of the Sheriff of the High Court, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban this 21 November 2000.

Woodhead Bigby & Irvin. (Ref. CSS/LP/15F4651AO.)

Case No. 4140/2000

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and M.A. MNTAMBO, Defendant**

In pursuance of a judgment in the above Honourable Court, the immovable property listed hereunder shall be sold in execution to the highest bidder on the 10 day of January 2001, at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown:

*Description:* Site 437, Kwadabeka-D, Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent of 300 square metres, as described on General Plan No. 328/84, held under Deed of Grant No. GF9261/88 KZ.

*Physical address:* D437 Kwadabeka Township, Pinetown.



*Improvements:* Brick dwelling under asbestos, consisting of 3 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 of the High Court at Pinetown, at 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

**Case No. 4142/2000**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and A. S. KHANYILE, Defendant**

In pursuance of a judgment in the above Honourable Court, the immovable property listed hereunder shall be sold in execution to the highest bidder on the 10 day of January 2001 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown.

*Description:* Site 60, Kwadabeka-D, Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent of 333 square metres, as described on General Plan 328/84, held under Deed of Grant GF 7475/87 KZ.

*Physical address:* D60 Kwadabeka Township, Pinetown.

*Improvements:* Brick dwelling under asbestos, consisting of bedroom, 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 of the High Court at Pinetown, at 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

**Case No. 3076/99**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and PARAMANUNDHAN MARIMUTHU, First Defendant, and MALIGA MARIMUTHU, Second Defendant**

In pursuance of a judgment in the High Court of South Africa (Durban and Coast Local Division), dated 13 July 1999, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by the Sheriff for the High Court, Durban North on the 8th day of January 2001 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

*Property description:* Portion 29 of Erf 403, Zeekoe Valle, Registration Division FT, in the Durban entity, Province of KwaZulu-Natal, in extent 960 square metres.

*Physical address:* 19 Marbleray Drive, Caranthia Gardens, Newlands.

*Improvements:* A double storey brick under tile dwelling consisting of: Lounge, dining-room, 3 bedrooms (main en-suite), kitchen, bathroom, water closet, tiled staircase, balcony, double garage (manual), paved driveway; burglar guards.

No guarantee is given in respect of these improvements.

*Town planning zoning:* Residential.

*Material conditions and terms:*

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 21 (twenty-one) days after the date of sale, to be approved by the Execution Creditor's attorneys.
3. Payment of value-added tax which may be applicable in terms of Act 89 of 1991, shall be borne by the purchaser.



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

5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs, (if any) taxes, levies and other charges necessary to effect transfer on request by the said attorneys. The Court Sheriff shall not be obliged to point out any boundaries, pegs or beacons in respect of the property.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Inanda District Two, 1 Revennen Road, Lotusville, Verulam.

Dated at Durban on this the 21st day of November 2000.

Jacobs Bhengu & Ngcamu, Plaintiff's Attorneys, 1st Floor, ABSA Building, 23 Gardiner Street, Durban. (Ref. PDJ/SVDB/A99/111.)

ATTORNEYS FOR THE PLAINTIFFS

(Solely in terms of the Deed of Sale)

Case No. 10903/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between ABSA BANK LTD, Plaintiff, and GOVINDASAMY CHETTY, 1st Defendant, and THOLASIAMMA CHETTY, 2nd Defendant**

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division) dated the 23 March 2000 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the High Court, Pinetown, on Wednesday, the 10th January 2001 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

**Property description:** Portion 9 of Erf 549, Reservoir Hills, Extension 1, Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 959 (nine hundred and fifty-nine) square metres, held under Deed of Transfer T7631/1972.

**Physical address:** 11 Juba Place, Reservoir Hills.

**Improvements:** A brick under tile dwelling consisting of entrance hall, lounge, dining-room, study, family room, 6 bedrooms, kitchen, bathroom/w.c./shower, separate w.c., separate shower and toilet/shower. **Outbuildings:** Garage, utility room, separate w.c., shower, laundry and swimming-pool.

Nothing is guaranteed in respect of the above.

**Town Planning Zoning:** Residential.

**Special privileges:** Nil.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale together with the Sheriff's commission.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within twenty-one (21) days after the date of the sale.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. The purchaser shall pay auctioneer's charges of 5% of the first R30 000 of the purchase price, thereafter 3% on the balance subject to a minimum of R300 and a maximum of R7 000 on the purchase price at the time of the sale.
6. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said attorneys.

7. The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown or the offices of Johnston & Partners.

Dated at Durban this 18th day of November 2000.

Johnston & Partners, Plaintiff's Attorneys.

Case No. 3201/2000

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

**In the matter between:- STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and GERALD LEONARD BLOXAM, 1st Defendant, and CAROL MARY BLOXAM, 2nd Defendant**

In pursuance of a judgment of the High Court, Durban and Coast Local Division dated the 28 August 2000 and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on the 8th January 2001 at 9 am at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder. The conditions of sale will be read out by the Auctioneer at the time of the sale and same can be inspected at the office of the Sheriff of the High Court prior to the sale.

*Certain:* A unit consisting of:

(a) Section No. 30, as shown and more fully described on the Sectional Plan No. SS 247/1982 in the scheme known as Ipanema Beach, in respect of land and building(s) situate in Umhlanga in the North Local Council Area, of which floor area according to the said sectional plan is 143 square metres; and

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

Held under Sectional Deed of Transfer No. ST 11276/1998.

*Situation:* 107 Ipanema Beach, Ocean Way, Umhlanga Rocks.

*Improvements* (not guaranteed): Sectional unit comprising of: main bedroom (carpeted, b.i.c., en-suite); 2 other bedrooms (carpeted, b.i.c.); open plan lounge & diningroom (carpeted & leads to a balcony); kitchen (vinyl, b.i.c. & breakfast nook); toilet and bathroom combined, undercover parking bay.

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 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.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the Conditions of Sale.
5. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said Attorneys.
6. The full conditions of sale may be inspected at the Offices of the Sheriff of the High Court, 1 Trevennen Road, Lotusville, Verulam.

Dated at Umhlanga Rocks this 23rd day of November 2000.

Gavin Gow & Pearse, Suite 15, Chartwell Centre, Chartwell Drive (P.O. Box 610), Umhlanga Rocks. [Tel. (031) 561-1011.] (Ref. AP/dh/S1289:S0205/242.) Service address: C/o Docex, 15 Aliwal Street, Durban.

Case No. 7022/2000

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

**In the matter between:- STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and BHEKUMUZI DENNIS SIBIYA, 1st Defendant, and DUMISILE ROSE SIBIYA, 2nd Defendant**

In pursuance of a judgment of the High Court of South Africa, Durban and Coast Local Division dated the 29 September 2000 and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on the 8th January 2001 at 9 am at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder. The conditions of sale will be read out by the Auctioneer at the time of the sale and same can be inspected at the office of the Sheriff of the High Court prior to the sale.

*Certain:* Erf 1417, Umhlanga Rocks (Extension No. 12), Registration Division FU, situate in the North Local Council Area, Province of KwaZulu-Natal, in extent 1 281 square metres;

Held under Deed of Transfer No. T 52306/1999.

*Situation:* 9 Cordia Crescent, Umhlanga Rocks.

*Improvements* (not guaranteed): Double storey brick under tile dwelling comprising of: entrance hall. Upstairs: main bedroom (carpeted, bic, en-suite & air conditioning); Downstairs: 3 bedrooms (carpeted, bic. & one with en-suite); lounge (tiled); lounge (tiled, bic with bar area & doors leading to pool area, air conditioned); diningroom (tiled & leads to garden area); kitchen (tiled, bic, hob, eye level oven, breakfast nook & scullery); toilet (tiled); toilet, bathroom & shower combined (tiled); carpeted staircase; paved swimming pool; entertainment & braai area; double manual garage; iron electronic gates; paved driveway; brick fencing; intercom system & room with toilet.

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 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 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.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the Conditions of Sale.
5. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said Attorneys.
6. The full conditions of sale may be inspected at the Offices of the Sheriff of the High Court, 1 Trevennen Road, Lotusville, Verulam.

Dated at Umhlanga Rocks this 24th day of November 2000.

Gavin Gow & Pearce, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks. (Ref. AP/dh/S1362:S0205/281.)  
Service address: C/o Docex, 15 Aliwal Street, Durban.

Case No. 7661/2000

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NOKULUNGA GEORGINE MHLONGO, Defendant**

In terms of a judgment of the above Honourable Court dated the 16 October 2000, a sale in execution will be held on 8 January 2001 at 09h00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Erf 393, Hillgrove, Registration Division FT, situate in the Entity of Durban, Province of KwaZulu-Natal, in extent 328 square metres, held under Deed of Transfer No. T30990/1995, on the 21st of September 1995.

*Physical address:* 26 Royalhill Road, Hillgrove, Marble Ray, Newlands West.

*Improvements:* The following information is furnished but not guaranteed:

A single storey brick under tile dwelling comprising of 3 bedrooms, open plan lounge & diningroom, kitchen, toilet, bathroom, tarred driveway & burglar guards.

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

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Inanda Area 2, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban this 27th day of November 2000.

D H Botha, for Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street. (Ref. Mrs Van Huyssteen/ N0183/927/MM.)

Case No. 7686/98

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

**ABSA BANK LIMITED versus JOHN GERALD GEMMELL & SALLY GEMMELL**

The following property will be sold voetstoots in execution in front of the Magistrate's Court, Court House Road, Port Shepstone, on 3rd January 2001 at 10h00:

Lot 1064, Uvongo (Extension No. 1), situate in the Borough of Uvongo and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 496 square metres.



*Physical address:* Lot 1064, Uvongo (Extension No. 1).

*Improvements:* Brick under tile dwelling divided into 2 separate flats consisting of:

1. Flatlet: Lounge, diningroom, kitchen, 2 bedrooms and bathroom/toilet.
2. Flatlet: Lounge, diningroom, kitchen, 2 bedrooms, toilet/shower and bathroom/toilet.

*Material terms:* 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriffs offices, 20 Riverview Road, Sunwich Road, Port Shepstone or Meumann White.

Dated at Berea this the 17th day of November 2000.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefields House, 150 Essenwood Road, Berea, Durban. (Ref. Ms Davey/vdg/lg/063526.)

**Case No. 8698/97**

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

**In the matter between ABSA BANK LIMITED, t/a TRUST BANK, Plaintiff, and NEVILLE ROGERS JOHN, 1st Defendant, and THYANEETHI KISTAPPA JOHN, 2nd Defendant**

In pursuance of a judgment in the abovementioned matter, the immovable property listed hereunder will be sold in execution to the highest bidder without reserve on the 4th January 2001 at 10h00, at Maritime House, 8th Floor, 1 Salmon Grove Chambers, Durban:

*Description:*

"1. A unit consisting of:

(a) Section No. 44 as shown and more fully described on Section Plan No. SS210/93 in the scheme known as Modern, in respect of the land and building or buildings situate in the City of Durban, Administrative District of Natal, of which section the floor area, according to the said sectional plan is 79 (seventy 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 under Deed of Transfer ST02020/95.

2. An exclusive use area described as Garden G44, measuring 39 (thirty nine) square metres being as such part of the common property comprising the land and the scheme known as Modern in respect of the land and building or buildings situation in the City of Durban, Administrative District of Natal, as shown and more fully described on Section Plan SSS210/93, held under Notarial Deed of Cession No. SK0439/95.

3. An exclusive use area described as Courtyard C, Y44, measuring 14 (fourteen) square metres being as such part of the common property comprising the land and the scheme known as Modern in respect of the land and building situate in the City of Durban, Administrative District of Natal, as shown and more fully described on Sectional Plan No. S210/93, held under Notarial Deed of Cession No. SK0439/95.

*Physical address:* 44 Modern, 10 Bristow Crescent, Mayville, Durban, KwaZulu-Natal.

*Improvements:* Flat with decked roof, plaster and paint walls, carpeted floors, on street level comprising of:

Two bedrooms with built in cupboards, toilet, bathroom combined, kitchen with built in cupboards, lounge, diningroom combined and open parking bay.

Nothing is guaranteed as regards the above.

Full conditions of sale may be inspected at the Sheriff, Durban Central, 8th Floor, Maritime House, 1 Salmon Grove, Durban.

Dated at Durban on this the 23rd day of November 2000.

Van Onselen O'Connell Inc., Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. N Backman/LAH/15T064202.)

**Case No. 9844/97**

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and PADHMANI PILLAY, First Defendant, and RAJAVELU PILLAY, Second Defendant**

In terms of a judgment of the above Honourable Court dated the 11th August 2000, a sale in execution will be held on Monday, the 13th January 2001, at the front entrance to the Magistrate's Court, Moss Street, Verulam, at 09h00, to the highest bidder without reserve:

Erf 557, Earlsfield, Registration Division FU, situate in the Durban Entity, Province of KwaZulu-Natal, in extent two hundred and sixty four (264) square metres, held under Deed of Transfer No. T124/1989.



*Physical address:* 29 Upfield Close, Earlsfield, Newlands West.

*Improvements:* The following information is furnished but not guaranteed:

Single storey brick under tile dwelling comprising of 3 bedrooms, lounge, kitchen, toilet, bathroom, iron manual gates, precast fencing & burglar guards.

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

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Inanda Area 2, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban this 27th day of November 2000.

D H Botha, for Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street. (Ref. Mrs Radford/mg/S0026/278.)

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**Case No. 1036/2000**

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

**In the matter between THE UGU REGIONAL COUNCIL, Execution Creditor, and E & E PROPERTY HOLDINGS CC, Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Port Shepstone, dated the 01/06/2000, the following immovable property will be sold in execution on the 12/01/2001 at 11h00 a.m., at the Magistrate's Court, Port Shepstone, to the highest bidder:

*Property description:* Erf 860, 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 1,1330 (one comma one three three nil) hectares.

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

*Improved by:* Vacant stand.

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

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

Dated at Port Shepstone this 29th November 2000.

Messrs Eriksson & McConnell, Execution Creditor's Attorneys, 50 Bisset Street, P O Box 29, Port Shepstone, 4240. (Ref. Mr Stroud/PN 03/U004/011.)

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**Case No. 1035/2000**

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

**In the matter between THE UGU REGIONAL COUNCIL, Execution Creditor, and K A H KATHRADA, Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Port Shepstone, dated the 01/06/00, the following immovable property will be sold in execution on the 12/01/2001 at 11h00 a.m., at the Magistrate's Court, Port Shepstone, to the highest bidder:

*Property description:* Erf 873, 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 1,7693 (one comma seven six nine three) hectares.

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

*Improved by:* Vacant stand.

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

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

Dated at Port Shepstone this 29th November 2000.

Messrs Eriksson & McConnell, Execution Creditor's Attorneys, 50 Bisset Street, P O Box 29, Port Shepstone, 4240. (Ref. Mr Stroud/PN 03/U004/028.)

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**Case No. 980/2000**

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

**In the matter between THE UGU REGIONAL COUNCIL, Execution Creditor, and  
H A K KATHRADA, Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Port Shepstone, dated the 18/05/2000, the following immovable property will be sold in execution on the 12/01/2001 at 11h00 a.m., at the Magistrate's Court, Port Shepstone, to the highest bidder:

*Property description:* Erf 863, 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 8265 (eight two six five) square metres.

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

*Improved by:* Vacant stand.

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

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

Dated at Port Shepstone this 29th November 2000.

Messrs Eriksson & McConnell, Execution Creditor's Attorneys, 50 Bisset Street, P O Box 29, Port Shepstone, 4240. (Ref. Mr Stroud/PN 03/U004/021.)

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**Case No. 967/2000**

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

**In the matter between THE UGU REGIONAL COUNCIL, Execution Creditor, and E DESAI, Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Port Shepstone, dated the 26/05/2000, the following immovable property will be sold in execution on the 12/01/2001 at 11h00 a.m., at the Magistrate's Court, Port Shepstone, to the highest bidder:

*Property description:* Erf 877, 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 4626 (four six two six) square metres.

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

*Improved by:* Vacant stand.

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

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

Dated at Port Shepstone this 29th November 2000.

Messrs Eriksson & McConnell, Execution Creditor's Attorneys, 50 Bisset Street, P O Box 29, Port Shepstone, 4240. (Ref. Mr Stroud/PN 03/U004/011.)

**Case No. 971/2000**

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

**In the matter between THE UGU REGIONAL COUNCIL, Execution Creditor, and KHAN H, Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Port Shepstone, dated the 26/05/2000, the following immovable property will be sold in execution on the 12/01/2001 at 11h00 a.m., at the Magistrate's Court, Port Shepstone, to the highest bidder:

*Property description:* Erf 1033, 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 384 (three eight four) square metres.

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

*Improved by:* Vacant stand.

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

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

Dated at Port Shepstone this 29th November 2000.

Messrs Eriksson & McConnell, Execution Creditor's Attorneys, 50 Bisset Street, P O Box 29, Port Shepstone, 4240. (Ref. Mr Stroud/PN 03/U004/003.)

**Case No: 43/98**

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

**In the matter between: R. MATHURAPERSAD, Plaintiff, and  
M. E. MPUNGOSE, Defendant**

In execution of a judgment in the Magistrate's Court, and a writ of attachment dated 12 July 2000, the undermentioned immovable property will be sold in execution on 19 January 2001 at 09h00 in the forenoon by the Sheriff of Glencoe at the front door of the Magistrate's Court at Glencoe to the highest bidder.

Erf 1450, Glencoe, Registration Division GT, situate in the Glencoe Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 438 square metres.

The following information is hereby furnished but not guaranteed: The property consists of one habitable dwelling.

*Conditions of sale:* The detailed conditions of sale may be inspected at the Office of the Sheriff at 55 Celle Street, Glencoe/Magistrate's Court, Glencoe, or at the office of the Plaintiff's attorneys.

Dated at Dundee on this 06 day of December 2000.

Messrs Rafiq Khan & Co., Attorneys for Plaintiff, 45 McKenzie Street, P.O. Box 692, Dundee, 3000.

**Case No: 3168/99**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

**In the matter between RAM'S AGRICUTURAL SPARES, Execution Creditor, and  
HYDE PARK SUGAR ESTATES (PTY) LTD, Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 7th May 2000, the following property will be sold in execution on the 5th January 2001 at 10.00 am at the front entrance to the Magistrate's Court Building at King Shaka Street, KwaDukuza/Stanger.

Remainder of Portion 24 (of 18) of the farm Chantilly No. 1804, Registration Division FU, situate in the Province of KwaZulu-Natal, in extent sixteen comma one eight seven four (16,1874) hectares, held under Deed of Transfer T8605/1981.

While nothing is guaranteed it is understood that the property consists of: "Vacant land on which sugar cane is grown".

1. *Conditions of sale:*

1.1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules thereunder, and of the title deed, in so far as it is applicable.



*Terms:* 10% of the purchase price in cash or by bank guaranteed cheque on signing of the conditions of sale; the balance payable on registration of transfer to be secured by bank or building society or other acceptable guarantee to be furnished within 14 days from the date of sale.

**3. The conditions of sale:**

The full conditions of sale, which will be read by the Sheriff of Court, Stanger, immediately prior to the sale, may be inspected at his office, 116 King Shaka Street, Stanger, and at the offices of Morgan Pillay, Reddy and Company, 58 Mahatma Gandhi Street, Stanger.

Dated at Stanger on this 27 day of November 2000.

Messrs Morgan Pillay, Reddy and Company, Shop 2, 58 Mahatma Gandhi Street, Stanger. (Ref: Mr Pillay/PS/MPR 559.)

**Case No. 3167/99**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER**

**In the matter between RAM'S AGRICUTURAL SPARES, Execution Creditor, and  
HYDE PARK SUGAR ESTATES (PTY) LTD, Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 7th May 2000, the following property will be sold in execution on the 5th January 2001 at 10:00 am at the front entrance to the Magistrate's Court Building at King Shaka Street, KwaDukuza/Stanger.

Portion 33 (of 15) of the farm Chantilly No. 1804, Registration Division FU, situate in the Province of KwaZulu-Natal, in extent twenty two comma two five seven seven (22,2577) hectares, held under Deed of Transfer T8605/1981.

While nothing is guaranteed it is understood that the property consists of: "Vacant land on which sugar cane is grown".

**1. Conditions of sale:**

1.1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules thereunder, and of the title deed, in so far as it is applicable.

*2. Terms:* 10% of the purchase price in cash or by bank guaranteed cheque on signing of the conditions of sale; the balance payable on registration of transfer to be secured by bank or building society or other acceptable guarantee to be furnished within 14 days from the date of sale.

**3. The conditions of sale:**

The full conditions of sale, which will be read by the Sheriff of Court, Stanger, immediately prior to the sale, may be inspected at his office, 116 King Shaka Street, Stanger, and at the offices of Morgan Pillay, Reddy and Company, 58 Mahatma Gandhi Street, Stanger.

Dated at Stanger on this 27 day of November 2000.

Messrs Morgan Pillay, Reddy and Company, Execution Creditor's Attorneys, Shop 2, 58 Mahatma Gandhi Street, Stanger. (Ref: Mr Pillay/PS/MPR 559.)

**Case No. 778/00**

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

**In the matter between: NEDCOR BANK LIMITED, Execution Creditor, and SOBUZA  
BULOSE, First Defendant, and MARIA NELSIE BULOSE, Second Defendant**

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated the 22nd August 2000, the following immovable properties will be sold in execution on the 5th day of January 2001 at 09H00 at the Magistrate's Court, Port Shepstone, to the highest bidder:

1. Erf 2355, Margate (Extension No. 3), Registration Division ET, situate in the Margate Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 1 106 (one thousand one hundred and six) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Erf 2426, 31 Henry Avenue, Uvongo. Upon the property is Lot 2355, Margate (Ext 3)—upon the property is a dwelling under brick/tile consisting of open plan lounge/diningroom, veranda, kitchen, main en suite, 2 bedrooms and bathroom. Outbuildings—under brick/tile consisting of servants toilet and shower, servants room and double garage. Lot 2356, is a vacant stand. Lots 2355 and 2356 have been combined to make one stand.



**Material conditions of sale:**

The purchaser shall pay twenty per centum (20%) 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, Port Shepstone, 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, 17 Riverview Road, Sunwich Port, Natal, and interest parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 27th day of November 2000.

Ian Kalil & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P O Box 245, Margate. (Ref: ISK/Nalini Govender 432/2000.)

**Case No. 4911/97****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE****In the matter between: SHUNITHA JUGMOHAN, Plaintiff, and RANI NAICKER, Defendant**

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone dated 28 October 1998, the following immovable property will be sold in execution on 5 January 2001 at 10h00 in the front of the Magistrate's Court, Port Shepstone, to the highest bidder.

Erf 459, Marburg (Extension 6), Registration Division ET, situate in the Port Shepstone Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 493 (one thousand four hundred and ninety-three) square metres.

The following information is furnished regarding the property, but is not guaranteed: This dwelling is in the process of being built—only the foundations have been laid.

**Material conditions of sale:** The Purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the Court, Port Shepstone, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the Magistrate's Court, Port Shepstone, Kwazulu-Natal.

Dated at Port Shepstone on this 24th day of November 2000.

P. H. G. Stoppel & Co., cnr Memorial & Albersville Roads, Port Shepstone. [Tel. (039) 682-6320.]

**Case No. 7643/2000****IN THE HIGH COURT OF SOUTH AFRICA****(Durban and Coast Local Division)****In the matter between: NEDCOR BANK LIMITED, Execution Creditor, and FORME VUSI KHOZA, First Execution Debtor, and NORAH NTOMBIKAYISE KHOZA, Second Execution Debtor**

In pursuance of a judgment in the above-mentioned matter, the immovable property listed hereunder will be sold in execution to the highest bidder without reserve on the 8th January 2001 at 09h00 at the front entrance to the Magistrate's Court, Moss Street, Verulam.

**Description:** Erf 1119, Briardale, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 562 (five hundred and sixty-two) square metres, held under Deed of Transfer No. T35667/1998.

**Physical address:** 37 Valleydale Close, Briardale, Newlands West, KwaZulu-Natal.

**Improvements:** Single storey brick under tile dwelling, consisting of 3 bedrooms (carpeted), open plan lounge and kitchen, toilet & bathroom combined, burglar guards.

Nothing is guaranteed as regards the above.

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

Dated at Durban on this 7th day of December 2000.

Van Onselen O'Connell Inc., Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. Mr V. O'Connell/HE/03n130096.)

Case No. 7348/2000

## IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between: NEDCOR BANK LIMITED, Execution Creditor, and COLLEEN SHARON VAN VUUREN, First Execution Debtor, and DUNCAN KEITH VAN VUUREN, Second Execution Debtor, and NEIL CORRIE VAN VUUREN, Third Execution Debtor**

In pursuance of a judgment in the above-mentioned matter, the immovable property listed hereunder will be sold in execution to the highest bidder without reserve on the 10th January 2001 at 10h00 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown.

*Description:* Portion 16 of Erf 594, Queensburgh, Registration Division FT, situate in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 1 145 (one thousand one hundred and forty-five) square metres, held under Deed of Transfer No. T30460/1995.

*Physical address:* 27 Vera Road, Malvern, KwaZulu-Natal.

*Improvements:* Townhouse single level brick under tile single storey dwelling, consisting of 3 bedrooms with b.i.c., kitchen, lounge, dining-room, family room, toilet, bathroom, shower, double garage, double carport, servants' quarters, toilets, swimming pool, concrete driveway and timber fencing.

Nothing is guaranteed as regards the above.

Full conditions of sale may be inspected at the Sheriff Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 7th day of December 2000.

Van Onselen O'Connell Inc., Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban.  
(Ref. Mr V. O'Connell/HE/03N130096.)

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**MPUMALANGA**

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Saak No. 2724/2000

## IN DIE LANDDROSHOF VIR DIE DISTRIK LYDENBURG GEHOU TE LYDENBURG

**In die saak tussen JACOBUS NICOLAAS NEL, Eksekusieskuldeiser, en SAREL JOHANNES FILMALTER, 1ste Eksekusieskuldenaar, en CATHARINA DOROTHEA MARIA FILMALTER, 2de Eksekusieskuldenaar**

Ingevolge 'n Vonnis van die Landdroshof, Lydenburg, gedateer 18 Julie 2000, en 'n Lasbrief vir Eksekusie sal die onderstaande eiendom verkoop word in eksekusie op Vrydag, 12 Januarie 2001 om 10h00, by die Landdroskantoor, Belfast, aan die hoogste bieder:

Erf 1010, geleë in die dorp Belfast, Registrasie Afdeling J.T., in die provinsie Mpumalanga, groot 1 487 (een vier agt sewe) vierkante meter, gehou kragtens Akte van Transport T16813/1998.

*Die verkoping is onderhewig aan die volgende voorwaardes:*

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder sonder reserwe en sal die verkoping onderhewig wees aan Artikel 66 (a) van die Landdroshowewet, 32/1944, soos gewysig.

2. Die Koper moet 10% (tien persent) van die koopsom in kontant op die dag van die verkoping aan die Balju betaal. Die balans plus rente moet verseker word deur 'n Bank of Bougenootskapswaarborg betaalbaar teen registrasie van Transport wat binne 30 (dertig) dae na datum van die verkoping gelewer moet word.

3. Vendusiekoste sal betaalbaar wees op die dag van die verkoping en sal as volg bereken word: 4% (vier persent) van die opbrengs van die verkoping met 'n minimum van R260,00 (twee honderd en sestig rand).

4. Die Verkoping geskied in gevolge verdere verkoopsvoorwaardes wat ter insae lê gedurende kantoorure by die kantoor van die Balju te Belfast, en te kantoor van die Eksekusieskuldeiser se prokureur.

Gedateer te Lydenburg op die 28ste dag van November 2000.

S E Curlewis, vir J C Marnewick Prokureur, Eiser se Prokureurs, h/v Kerk- en Viljoenstrate, Posbus 6362, Lydenburg.  
[Tel: (013) 235-1647.] (Verw: S Curlewis/ab.) (Lêernr: LN0035.)

Balju van die Hof.

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## NORTHERN CAPE NOORD-KAAP

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Saak No. 658/00

IN DIE LANDDROSHOF VIR DIE DISTRIK KURUMAN GEHOU TE KURUMAN

**In die saak tussen MOTHIBI CAR SALES, Eiser, en C G DADA, Verweerder**

Ingevolge 'n vonnis gelewer op 11 April 2000, in die Kuruman Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 16 Januarie 2001 om 10:00 te Landdroskantoor, Kuruman, aan die hoogste bieër:

Erf 1550, Kuruman, geleë in die Munisipaliteit Kuruman, Afdeling Kuruman, provinsie Noord-Kaap, groot 397 (drie nege sewe) vierkante meter.

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 Kuruman.

Gedateer te Kuruman op 21 November 2000.

A Erasmus, vir Jordaan & Mans, Eiser se Prokureur, Bearestraat 26, Posbus 27, Kuruman. (Tel. 053 7121091.) (Verwys. mnr Erasmus/M0240/2.)

Adres van verweerder: C G Dada, Patrysstraat 3, Wrenchville.

Saak No. 50/00

IN DIE LANDDROSHOF VIR DIE DISTRIK RICHMOND GEHOU TE RICHMOND

**In die saak tussen DE TIJGER MEUBELS, Eksekusieskuldeiser, en MD URTEL FAMILIETRUST, Eksekusieskuldenaar**

Neem hiermee kennis dat ter uitvoering van 'n vonnis toegestaan deur die Klerk van die Hof te Richmond die volgende onroerende eiendom per openbare veiling verkoop sal word om 10h00 op 28 Desember 2000 te die Landdroskantoor, Markstraat, Richmond, aan die hoogste bieër, naamlik:

Die Restant van Erf 311, Richmond, in die Munisipaliteit en Afdeling van Richmond, Provinsie Noord-Kaap, groot 427 (vier twee sewe) vierkante meter, gehou kragtens Transportakte T102309/99.

Adres: H/v Spring- en Pienaarstraat, Richmond, 7090.

Verbeterings: Winkel.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 'n Deposito van 10% (tien persent) van die koopprijs behaal is betaalbaar by ondertekening van die verkoopvoorwaardes, tesame met die afslaerskommissie asook hereregte, transportkoste en agterstallige eiendomsbelasting, terwyl vir die saldo van die koopprijs 'n goedgekeurde waarborg gelewer moet word binne 14 (veertien) dae na datum van veiling.

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Landdroshof, Richmond te die Balju se kantore, Loopstraat 15, Richmond, 7090.

Gedateer te Richmond op die 28ste dag van November 2000.

M D Visser, vir M D Visser en Vennote, Eiser se Prokureurs, Pienaarstraat 121, Richmond, 7090. [Tel. (053) 693-0003.] (Docex: Posbus 28.) (Verw. MDV.) (Lêernr. RI1276.)

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## NORTHERN PROVINCE NOORDELIKE PROVINSIE

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Case No. 4980/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOUTPANSBERG HELD AT LOUIS TRICHARDT

**In the matter between GREATER LOUIS TRICHARDT TRANSITIONAL LOCAL COUNCIL, Plaintiff, and  
C T MHLOPE, Defendant**

In compliance with the judgment of the Magistrate's Court and the warrant of execution served on 22 September 2000, the undermentioned immovable property will be sold in execution, on Wednesday, 10 January 2001 at 09h00, at the offices of the Sheriff Soutpansberg, 111 Kruger Street, Louis Trichardt:

Right, title and interest in and to: Erf 379, situated in the Township of Tshikota in the District of Soutpansberg, in extent 252 m<sup>2</sup> (two hundred and fifty-two square metres).

The property is a residential property and is unimproved.

The purchaser must pay a deposit of 10% (ten per centum) of the purchase price, Sheriff's fees and arrear taxes and levies in cash on date of the sale. The balance is payable against registration of transfer and to be secured by an acceptable bank or building society guarantee. The said guarantee must be delivered to the Sheriff within 21 (twenty-one) days from date of sale.

The said property will be sold on conditions to be read out by the Sheriff at the time of the sale and which may be inspected at the office of the Sheriff Soutpansberg prior to the sale.

Signed at Louis Trichardt on this 24th day of November 2000.

Booyens du Preez & Boshoff Incorporated, 28B Landdros Avenue, P O Box 1305, Louis Trichardt, 0920. [Tel. (015) 516-1404/5.] (Ref. S Booyens/Mr/Lt 797.)

**Saak No. 3011/00**

IN DIE LANDDROSHOF VIR DIE DISTRIK SOUTPANSBERG GEHOU TE LOUIS TRICHARDT

**In die saak tussen PLAASLIKE OORGANGSRAAD VAN GROTER LOUIS TRICHARDT, en PM & DJJ CHOMSE -  
WOLMARANSSTRAAT 45, Verweerder**

Ingevolge uitspraak van die Hof van die Landdros van Soutpansberg en lasbrief tot geregtelike verkoping gedateer die 8ste dag van September 2000, sal die ondervermelde goedere op Woensdag, die 10de dag van Januarie 2001, om 10h00 te Wolmaransstraat 45, Louis Trichardt, aan die hoogste bieder geregtelik verkoop word, naamlik:

Verkoopvoorwaardes is ter insae by die Baljukantoor.

Erf No: 3248 geleë te Louis Trichardt, Registrasie Afdeling LS, Noordelike Provinsie, gehou kragtens Titellaktenommer T109757/1996, ook bekend as Wolmaransstraat 45, Louis Trichardt.

B M N van Heerden, vir Van Heerden & Rudolph, Devenishstraat 24 (Posbus 246), Louis Trichardt, 0920. (Verw. M van Staden/JP/12471.)

## NORTH WEST NOORDWES

**Saak No. 8076/00**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en KLAAS SMITS, Eerste Verweerder, en  
MARIA ALETTA SMITS, Tweede Verweerder**

Ingevolge 'n vonnis in die Potchefstroom Landdroshof en 'n lasbrief vir eksekusie gedateer 23 Oktober 2000 sal die ondervermelde eiendom op 16 Januarie 2001 om 09:00, te Maurylaan 11, Potchefstroom, verkoop word:

Bekend as Resterende Gedeelte 4 van Erf 102, geleë in die dorp Potchefstroom, meer bekend as Maurylaan 11, Potchefstroom, Registrasie Afdeling IQ, Noordwes Provinsie, Verbandakte Nrs. B93220/97.

Bestaande uit sitkamer, eetkamer, 4 slaapkamers, badkamers, aparte toilet en kombuis.

Die eiendom sal deur die geregsbode van Potchefstroom verkoop word aan die hoogste bieder.

Die koper moet 10% van die koopprijs in kontant betaal op die dag van die verkoping aan die geregsbode van Potchefstroom die balans koopsom moet gewaarborg word deur 'n bank of bouvereniging betaalbaar by registrasie van die eiendom in die naam van die koper, welke gemelde waarborg gelewer moet word binne 30 (dertig) dae vanaf die datum van verkoping en moet gelewer word aan die geregsbode van Potchefstroom.

Gedateer te Potchefstroom op hierdie 16de dag van November 2000.

J. B. Kok, vir Kok & Van Staden Prokureurs, Lukestraat 9, Potchefstroom. (Verw. JB Kok/HB.)

**Saak No. 38/99**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE FOCHVILLE

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BPK., Eiser, en AARON TOM MKHABELA,  
1ste Verweerder, en ROSE MMAPATLA MKHABELA, 2de Verweerder**

In terme van 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief teen onroerende goed, uitgereik deur bogenoemde Agbare Hof, sal 'n verkoping in eksekusie by wyse van 'n geregtelike verkoping aan die hoogste bieder, sonder 'n reserweprijs gehou word deur die Balju van Fochville, voor die Landdroskantoor, Kerkstraat, Fochville om 10:00, op Vrydag, 5 Januarie 2001.

Die verkoopvoorwaardes wat deur die Balju gelees sal word voor die verkoping 'n aanvang neem, is ter insae te die kantoor van die Balju en die Eiser se prokureurs, Oosthuizen & Roeland van Presidentstraat 51, Fochville.



Die eiendom wat verkoop word is beskryf as: Gedeelte 10 en Gedeelte 11 van Erf 974, geleë in die dorp Fochville, beter bekend as Zuideindestraat 25, Fochville, Registrasie Afdeling IQ, TVL nou Provinsie Noordwes, groot 1 516 (een vyf een ses) vk meter.

10% van die koopprijs en die afslaer se koste in kontant is betaalbaar op die dag van die verkoping, die saldo teen registrasie van die Transport wat gewaarborg moet word deur 'n goedgekeurde bank- of bougenootskapwaarborg wat afgelewer moet word binne 14 dae vanaf datum van verkoping en verder ooreenkomstig die voorwaardes van die verkoping.

Geteken te Fochville op 17 November 2000.

P. P. Oosthuizen, vir Oosthuizen & Roeland, Prokureur vir Eiser, Presidentstraat 51, Fochville, 2515. [Tel. (018) 771-2061.] (VERW. PPO/PVL/B201.)

**Saak No. 1907/99**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE FOCHVILLE

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BPK., Eiser, en MOGOTSI PETRUS MOTAUNG, 1ste Verweerder, en MOITHERI NERIA MOTAUNG, 2de Verweerder**

In terme van 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief teen onroerende goed, uitgereik deur bogenoemde Agbare Hof, sal 'n verkoping in eksekusie by wyse van 'n geregtelike verkoping aan die hoogste bieder, sonder 'n reserweprijs gehou word deur die Balju van Fochville, voor die Landdroskantoor, Kerkstraat, Fochville, om 10:00, op Vrydag, 5 Januarie 2001:

Die verkoopvoorwaardes wat deur die Balju gelees sal word voor die verkoping 'n aanvang neem, is ter insae te die kantoor van die Balju en die Eiser se Prokureurs, Oosthuizen & Roeland van Presidentstraat 51, Fochville.

Die eiendom wat verkoop word is beskryf as Gedeelte 3 van Erf 1030, geleë in die dorp Fochville, beter bekend as Lusernstraat 31, Fochville, Registrasie Afdeling IQ, TVL nou Provinsie Noordwes, groot 1 191 (een een nege een) vk meter.

10% van die koopprijs en die afslaer se koste in kontant is betaalbaar op die dag van die verkoping, die saldo teen registrasie van die transport wat gewaarborg moet word deur 'n goedgekeurde bank- of bougenootskapwaarborg wat afgelewer moet word binne 14 dae vanaf datum van verkoping en verder ooreenkomstig die voorwaardes van die verkoping.

Geteken te Fochville op 17 November 2000.

P. P. Oosthuizen, vir Oosthuizen & Roeland, Prokureur vir Eiser, Presidentstraat 51, Fochville, 2515. [Tel. (018) 771-2061.] (Verw. PPO/PVL/B938.)

**Saak No. 3315/2000**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

**In die saak tussen NBS 'N DIVISIE VAN BOE BANK BEPERK, Eiser, en ICAAI ANDREW BUCK, 1ste Verweerder, en JEANETTE CHRISTINA BUCK, 2de Verweerder**

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 22 Maart 2000 en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom om 10:00, op 19 Januarie 2001 te die Baljukantore, Leaskstraat, Klerksdorp, geregtelik verkoop sal word, naamlik:

Erf 106, Ellaton Dorpsgebied, Registrasie Afdeling IP, Provinsie Noordwes, groot 972 vierkante meter, gehou kragtens Akte van Transport T132096/98, ook bekend as Vaalrivierstraat 42, Ellaton, Klerksdorp.

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

1. Tien persent van koopsom op datum van veiling.
2. Balans van die koopsom, plus rente, binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige bestaande huurkontrak.

Gedateer te Klerksdorp op hede die 16de dag van November 2000.

Botha De Wet & Rood, Prokureurs vir Eiser, Regsforum Gebou, Pretoriastraat 8, Klerksdorp; Posbus 33, Klerksdorp, 2570. [Tel. (018) 462-3751.] (Verw. Mnr. L. van Zyl (Jnr)/HS/N21343.)

Aan: Die Balju van die Landdroshof.

Saak No. 12048/98

## IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

**In die saak tussen NBS/BOLAND BANK BEPERK H/A NBS BANK, Eiser, en  
HENDRIK LODEWYK JANSEN VAN VUUREN, Verweerder**

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 2 September 1998 en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom om 10:00, op 19 Januarie 2001 te die Baljukantore, Leaskstraat, Klerksdorp, geregteik verkoop sal word, naamlik:

Erf 95, geleë in die dorp Boetrand, Registrasie Afdeling IP, Noordwes, groot 496 vierkante meter, gehou kragtens Akte van Transport T33906/83 ook bekend as Letabastraat 15, Randlespark, Klerksdorp.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju Leaskstraat, Klerksdorp ter insae lê en onder andere die volgende behels:

1. Tien persent van koopsom op datum van veiling.
2. Balans van die koopsom, plus rente, binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige bestaande huurkontrak.

Gedateer te Klerksdorp op hede die 20ste dag van November 2000.

Botha De Wet & Rood, Prokureurs vir Eiser, Regsforum Gebou, Pretoriastraat 8, Klerksdorp; Posbus 33, Klerksdorp, 2570.  
[Tel. (018) 462-3751.] [Verw. mnr. L. van Zyl (Jnr)/HS/N18823.]

Aan: Die Balju van die Landdroshof.

Saak No. 1284/00

## IN DIE LANDDROSHOF VIR DIE DISTRIK KOSTER GEHOU TE KOSTER

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en JAN JOHANNES RUDOLF VAN WYK, Eerste Verweerder, en  
CATHARINA PETRONELLA VAN WYK, Tweede Verweerder**

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 4 Oktober 2000 sal hierdie ondervermelde eiendom geregteik verkoop word op 12 Januarie 2001 om 10:00 voor die Landdroskantoor, Koster, aan die persoon wie die hoogste aanbod maak naamlik:

Sekere Erf 480, geleë in die dorp Koster, Registrasieafdeling JP, provinsie Noord-Wes, bestaande uit woonhuis, groot 1 363 (een drie ses drie) vierkante meter, gehou kragtens Akte van Transport T64811/96.

Die verkoopsvoorwaardes, wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju, Koster.

Die belangrikste voorwaardes daarin vervat is die volgende: Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die verbandhouers soos uiteengesit in die verkoopsvoorwaards wat ter insae lê by die kantore van die Balju, Koster, by die Klerk van die Hof, Koster en by die Eiser se Prokureurs, Breytenbach Prinsloo Ingelyf, Burgerstraat 122, Rustenburg.

Gedateer te Rustenburg op die 17de dag van November 2000.

Breytenbach Prinsloo Ing., Eiser se Prokureur, Burgerstraat 122, Rustenburg, 0299; Posbus 75, Rustenburg, 0300.  
[Tel. (014) 592-0424.] (Verw. mev. Jonker/Chantal/S0867/1/AV41.)

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## WESTERN CAPE WES-KAAP

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Case No. 4055/2000

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and MARY ANN LIZZI BENTING, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Wynberg, the following will be sold in execution on 11 January 2001 at 10h00, Wynberg Court, to the highest bidder:

Erf 100534, Cape Town, at Heideveld, Cape, 390 square metres, situated at 88 Katberg Road, Heideveld, Athlone.

*Property description:* Single brick dwelling consisting of 3 bedrooms, bathroom/toilet, lounge and kitchen.

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

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

3. The balance (plus interest at the current rate of 15,50% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.

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

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

Dated at Cape Town on this 10 November 2000.

C & A Friedlander Inc., Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref. C L Silverwood/Z03310.)

**Case No. 1634/2000**

**THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMONS TOWN HELD AT SIMONS TOWN**

**In the matter between ABSA BANK LIMITED, Plaintiff, and PLOT 10 BELVEDERE NOORHOEK CC, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Simons Town, the following will be sold in execution on 10 January 2001 at 13h00 on site to the highest bidder:

Erf 3389, Noordhoek, Cape, 1040 square metres, held by Deed of Transfer T81827/1999, situated at Erf 3389, Emerald Drive, Noordhoek.

*Property description:* Vacant Plot.

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

2. A deposit of ten per cent of the purchase price shall be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale.

3. The balance (plus interest at the current rate of 14,50% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.

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

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

Dated at Cape Town on this 9 November 2000.

C & A Friedlander Inc., Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref. C L Silverwood/Z03636.)

**Saak No. 2414/1998**

**IN DIE LANDDROSHOF VIR DIE DISTRIK SOMERSET WES GEHOU TE SOMERSET WES**

**AURUM TRUST (EDMS) BPK, Eksekusieskuldseiser, en C A FROWEIN, Eksekusieskuldenaar**

Geliewe verdere kennis te neem dat die ondergemelde onroerende eiendom in eksekusie verkoop sal word, op Vrydag, 29 Desember 2000 om 10:00, by die perseël:

Erf 4233, George, groot 2305 (tweeduisend driehonderd en vyf) vierkante meter, gehou kragtens Akte van Transport Nr T48162/1998, ook bekend as Willowstraat 8, George.

Geliewe verdere kennis te neem dat die verkoopvoorwaardes vir inspeksie by die Balju van die Hof George ter insae sal lê en voor die verkoping uitgelees sal word.

Die volgende inligting word gegee maar nie gewaarborg nie. Die eiendom bestaan uit:

Geliewe 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 hierdie 8ste dag van November 2000.

W A Barnard, Prokureur vir Skuldseiser, Suite 11, Strandsig, Besigheidsentrum, Kusweg 95, Strand. (Tel. 853-5522.) (Verw. WAB/mwg/BEADF1.)

Saak No. 2252/00

## IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

**In die saak tussen EERSTE NASIONALE BANK BEPERK, Eiser, en RONALD FRANKLIN DU PLESSIS, Eerste Verweerder, en EBETH DU PLESSIS, Tweede Verweerder**

Ter uitvoering van 'n vonnis van die Landdroshof te Vredenburg sal 'n veiling van die ondervermelde eiendom gehou word op Vrydag, 22 Desember 2000 om 10:00 by die perseel naamlik:

Erf 2572, St Helenabaai, geleë in die Weskus Skiereiland Oorgangsraad, afdeling Malmesbury, provinsie Wes-Kaap, groot 234 vierkante meter, geleë te Hannasbaaistraat 3, St Helenabaai, bestaande uit sit-/eetkamer, kombuis, drie slaapkamers, twee badkamers en motorhuis.

**Veilingvoorwaardes:**

1. Die verkoping is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe, Wet No. 32 van 1944 en die eiendom word voetstoots verkoop en onderhewig aan die titelvoorwaardes daarvan.

2. Een tiende ( $\frac{1}{10}$ ) 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 die 1ste dag van Desember 2000.

Geldenhuyse Ingelyf, Prokureurs vir Eiser, Hoofstraat 19, Vredenburg. (Verw. SPG/MS/E334.)

Saak No. 3774/99

## IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

**In die saak tussen WORCESTER STANDARD ELECTRIC PRESS LTD, Eiser, en TURNER KOTZE PRINT, Verweerder**

Ingevolge uitspraak van bogenoemde Agbare Landdroshof en 'n lasbrief van eksekusie gedateer 6 Oktober 1999, word die eiendom hieronder beskryf in eksekusie verkoop op 26 Januarie 2000 om 10:00 op die perseel aan die hoogste bieder, naamlik:

**Beskrywing:** Erf 169, Rawsonville, groot eenduisend driehonderd twee-en-sewentig vierkante meter (1 372), gehou kragtens Akte van Transport T10599/1912, bekend as Porterstraat 1, Rawsonville.

Die volgende verbeterings is op die eiendom geleë, maar in hierdie verband word niks gewaarborg nie naamlik: Twee hoofgeboue—kombuis, sit- en eetkamer, gesinskamer, studeerkamer, braaikamer, ses slaapkamers, twee volledige badkamers en motorhuis.

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 Durbanstraat 69, Worcester.

Die belangrikste voorwaarde daarin vervat, is die volgende dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

Gedateer te Worcester op hede die 28ste dag van November 2000.

Conradie & Vennote, Eiser of Eiser se Prokureur, Stockenströmstraat 23, Worcester, 6850; Posbus 112, Worcester, 6849. [Tel. (023) 347-0996.] (Verw. INV/NC/MT1270.)

## PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

### EASTERN CAPE OOS-KAAP

E277/99/A—Insolvent estate: **Charles Richard Hart**. Six weeks notice is hereby given of my intention to sell any movable assets belonging to **Mrs Elna Hart** which currently vests in the estate of her husband, which estate was provisionally sequestrated on 13 August 1999. All separate creditors of **Mrs Elna Hart** are hereby invited to prove their claims against the estate of **Charles Richard Hart** in terms of section 21 (5) of the Insolvency Act which claims must be forwarded to the trustee. The assets will be sold by public auction after expiry of six weeks from this publication. Shroobree Trustees, P.O. Box 34619, Newton Park, 6055.



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