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B

LEGAL NOTICES

WETLIKE

**PART 2
DEEL 2**

KENNISGEWINGS

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



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

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and GAVIN OLIVIER, First Defendant, and ERIKA SOPHIA OLIVIER, Second Defendant

The following property will be sold in Execution on the 8th March 2001 at 10H00, at Maritime House, 8th Floor, 1 Salmon Grove, Durban, by the Sheriff of the High Court for Durban Central to the highest bidder:

A unit consisting of Section No. 2, as shown and more fully described on Sectional Plan No. SS9/98, in the scheme known as Bellair Gardens, in respect of the land and building or buildings situate at Durban, Local Authority of Durban, of which the floor area, according to the said sectional plan is 56 square metres in extent;

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.

With the postal and street address of 2 Bellair Gardens, 42 Louch Place, Bellair.

The following improvements are furnished but nothing is guaranteed in this regard:

A sectional title unit comprising of 2 bedrooms with carpets and built in cupboards, open plan kitchen and lounge and toilet and bathroom combined.

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

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Ms Singh/1057.4918/00.)

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

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

In terms of a judgment of the above Honourable Court dated the 14th April 2000 a sale in execution will be held on Friday, the 9th March 2001 at the front entrance of the Magistrate's Court Building, at King Shaka Street, Kwadukuza/Stanger at 10h00, to the highest bidder without reserve:

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

Held under Deed of Transfer No. T11295/1994.

Physical address: 2 Summit Drive, Sheffield Beach.

The following information is furnished but not guaranteed:

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

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

The aforesaid sale shall be subject to the Conditions of Sale which may be inspected at the office of the Sheriff of the High Court at Stanger, Sheriff's Office, 116 King Shaka Street, Stanger.

Dated at Durban this 24th day of January 2001.

D. H. Botha, for Strauss Daly Inc., Attorneys, 21 Aliwal Street, First Floor. (Ref. Mrs Radford/mg/A0038/1438.)

Case No. 7092/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and RAVI MOODLEY, First Defendant, and JASMIN OLGA MOODLEY, Second Defendant

In terms of a judgment of the above Honourable Court dated the 4 October 2000 a sale in execution will be held on 8 March 2001 at 10H00, at Maritime House, 8th Floor, 1 Salmon Grove, Durban, to the highest bidder without reserve:

(a) A unit consisting of Section Number 85, as shown and more fully described in Sectional Plan Number SS.17/1988, in the scheme known as St Moritz, in respect of the land and building or buildings situate at Durban, of which section the floor area according to the sectional plan is eighty three (83) square metres in extent; and

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan and held under Deed of Transfer No. ST1485/1997.

Physical address: 91 St Moritz, 6 John Milne Street, Durban.

Improvements:

The following information is furnished but not guaranteed:

A dwelling comprising of lounge/diningroom, kitchen, bathroom, separate toilet, 2 bedrooms. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

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

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

Dated at Durban this 24 January 2001.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Van Huyssteen/A0483/211/MM.)

Case No. 3280/2000

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED (formerly known as KWAZULU FINANCE AND INVESTMENT CORPORATION LIMITED), Plaintiff, and DENI MEYIWA MTOLO, First Defendant, and REJOICE NONHLANLA MTOLO, Second Defendant

In pursuance of a judgment of the High Court, dated 27 November 2000 and writ of execution dated 4 December 2000 the immovable property listed hereunder will be sold in execution on Friday, 9 March 2001 at 09:00, at 17 Drummond Street, Pietermaritzburg, to the highest bidder:

Property: Unit 1892, Edendale DD, Registration Division FT, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 260 square metres and held by Deed No. GF1319/1984.

Street address: Unit 1892, Edendale.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the High Court Act and Rules made thereunder, and of the title deed insofar as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Two bedrooms, lounge, kitchen and a bathroom.

3. The purchase price shall be paid in full by way of cash or bank guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 15.5% per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the High Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 17 Drummond Street, Pietermaritzburg.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. AL/wct/K5L/77.)

Case No. 6979/99

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

**In the matter between FIRST NATIONAL BANK LIMITED, Plaintiff, and YUSUF SHEIK, First Defendant, and
HAWA BIBI SHEIK, Second Defendant**

The following property will be sold in execution on 8 March 2001 at 12:00, on the steps of the High Court, Masonic Grove, Durban, by the Sheriff of the High Court, Durban North to the highest bidder:

Description: Portion 1 of Erf 4425, Reservoir Hills, Registration Division FT, situated in the Durban Entity, Province of Kwazulu-Natal, in extent one thousand one hundred and four (1 104) square metres, held under Deed of Transfer No. T21302/87.

Physical address: 193 Spencer Road, Clare Estate, Durban.

The following information is furnished but not guaranteed:

Improvements: Brick and tile double storey house comprising of: *Upstairs:* 5 bedrooms (swiss parquet floors), lounge (swiss parquet floors), diningroom (floor cemented), kitchen (floors cemented), toilet/bath (incomplete), balcony (floor cemented—face brick wall and linen room. *Downstairs:* 5 bedrooms (floors carpeted), diningroom (floors tiled), lounge (floor carpeted), linen room (swiss parquet floor), kitchen with units (fully tiled), scullery (fully tiled with units), toilet (eastern), toilet/bath with tub/washbasin—fully tiled and verandah—floor cemented. *Basement:* 2 rooms (floors tiled), kitchen (floor tiled), toilet with shower (floor tiled). Garage with attached carports, front yards—brick wall with steel gates, driveway cemented, doors/windows (burglar guarded).

The sale shall be subject to the terms and conditions of the High Court and the rules made thereunder and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of sale which may be inspected at the office of the Sheriff of the High Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 24th day of January 2001.

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

Case No. 6690/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and YADEOCHAND DEVCHAND, Defendant

In pursuance of a judgment granted in the High Court the immovable property listed hereunder will be sold in execution on 15 March 2001 at 12:00, on the steps of the High Court, Masonic Grove, Durban:

Description of property: Remainder of Portion 35 of Erf 4452, Reservoir Hills, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent one thousand one hundred and fifty two (1 152) square metres, held under Deed of Transfer No. T126/99.

Improvements: Single storey brick under tile dwelling consisting of 3 bedrooms, lounge, toilet, bathroom, kitchen, paved driveway.

Property address: 103 O'Flaherty Road, Reservoir Hills.

Zoning: Residential.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the office of the Sheriff Durban North at 15 Milne Street, Durban.

Dated at Durban this 7th day of February 2001.

A. Christopher Inc., Plaintiff's Attorneys, 6th Floor, Permanent Building, 343 Smith Street, Bay Passage Entrance, Durban. (Ref. M. S. Moodley/sg/D.25.)

Case No. 10062/99

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

**In the matter between BOE BANK LIMITED, Plaintiff, and RABICHAND RAMSARUP, First Defendant, and
NIRMALA RAMSARUP, Second Defendant**

In pursuance of a judgment granted on 25 January 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, Chatsworth, on 13 October 2001 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, at 10:00, or so soon thereafter as possible:

Address of dwelling: 62 Road, 718 Montford, Chatsworth.

Description: Portion 2457 (of 2294) of Erf 107, Chatsworth, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent 209 (two hundred and nine) square metres.

Improvements: A semi-detached double storey lock under asbestos roof dwelling comprising of 5 bedrooms, lounge, kitchen, 2 toilets/bathroom, toilet, bathroom and balcony.

Material conditions:

1. Nothing in the above is guaranteed.
2. The sale shall be subject to the terms and conditions of the High Court Act, and the rules made thereunder.
3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the commission plus VAT due to the Sheriff of the High Court (hereinafter referred to as "the Sheriff") immediately after the sale or such extended period as may be agreed with the Sheriff and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within twenty one (21) days after the date of sale.
4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 15.50% per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.
5. The property is to be sold as it stands, that is voetstoots, and without any warranties whatsoever.

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

Dated at Durban this 7th day of February 2001.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban. (Ref. J. P. Cox/MC/N4143.)

Case No. 3087/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and G. B. KHANYILE, Defendant

Pursuant to an order of the High Court of South Africa (Natal Provincial Division), Pietermaritzburg dated 16 November 2000 and writ of execution dated 13 December 2000, the following property registered in the name of the Defendant will be sold by public auction to the highest bidder on Wednesday, 7 March 2001 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, KwaZulu-Natal, namely:

Property description: Site No. C1446, Township of or Area kwaDabeka Area, in square metres 403 (four hundred and three) indicated on Plan No. 43/1982, held by Deed of Grant No. 00013427.

Physical address: C1446 kwaDabeka Township, kwaDabeka, Pinetown, KwaZulu-Natal.

Improvements: Dwelling under block under asbestos consisting of 2 bedrooms, lounge, kitchen and bathroom with toilet.

Conditions of sale: The property will be sold to the highest bidder on the conditions laid down in the conditions of sale which may be perused at the offices of the Sheriff at 2 Samkit Centre, 62 Caversham Road, Pinetown, KwaZulu-Natal, or at the offices of the Plaintiff's Attorneys, Pinetown.

Dated at Pinetown on this 1st day of February 2001.

A. T. Kitching, for Geyser, Liebetrau, Du Toit & Louw, Plaintiff's Attorneys, 7 Greathead Lane, Pinetown. [Tel. (031) 702-0331/2.] [Fax. (031) 702-0010.] (Ref. ATK/BC/T1017.)

Case No. 7738/2000

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

In the matter between STANDARD BANK OF SOUTH AFRICA, Plaintiff, and LUCKY DENZEL HOWARDS, Defendant

In pursuance of a judgment of the High Court of South Africa, Durban and Coast Local Division dated 18 December 2000 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on 14 March 2001 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, 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 Remainder of Erf 69, Atholl Heights, Registration Division FT, in the Inner West Local Council Area, Province of KwaZulu-Natal, in extent 2 050 square metres, held under Deed of Transfer T6269/2000, situation 59 Aberfeldy Road, Atholl Heights, Westville.

Improvements (not guaranteed): Single level brick under tile dwelling consisting of 2 living rooms, 4 bedrooms, 2 bathrooms, shower/w.c., dressing room. *Outbuildings*: 4 garages, bathroom, servants room, swimming pool, gazebo, automatic gates and doors, alarm system.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within fourteen (14) days after the date of the sale.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the office of the Sheriff of the High Court, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Umhlanga Rocks on this 7th day of February 2001.

Gavin Gow & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks; P.O. Box 610, Umhlanga Rocks. [Tel. (031) 561-1011.] Service address: c/o Docex 15 Aliwal Street, Durban. (Ref. AP/dh/S1383:S0205/296.)

Case No. 2545/96

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

In the matter between FBC FIDELITY BANK LIMITED, Plaintiff, and PRAKASH DAYA, Defendant

Pursuant to a judgment of the above Court dated 5 January 1998 the undermentioned immovable property will be sold by the Sheriff, Pietermaritzburg, by public auction on Friday, 9 March 2001 at 09:30, at the Sheriff's Office, 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal.

The immovable property is:

(a) Section No. 3, as shown and more fully described on Sectional Plan No. SS218/1988, in the scheme known as Vicco Park in respect of the land and building or buildings situated at Pietermaritzburg in the Pietermaritzburg/Msunduzi Transitional Local Council Area of which section the floor area, according to the said sectional plan is 278 (two seven eight) square metres in extent; and

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

Postal address: 6 Cardiff Road, Pietermaritzburg, KwaZulu-Natal.

Improvements: Factory warehouse, 1 unit, brick under IBR roof, industrial shell type construction.

Zoning: Industrial.

Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the offices of the Sheriff or the Plaintiff's attorneys, provide *inter alia*, for:

1. A cash deposit of 10% of the purchase price to be paid immediately.
2. The balance of the purchase price plus interest as provided for in the conditions of sale to be paid on transfer but secured, in the interim by a guarantee which is to be furnished within 14 days of the sale.

Dated at Pietermaritzburg on this 13th day of February 2001.

W. O. N. James, for Shepstone & Wylie Tomlinsons Inc., Plaintiff's Attorney, 165 Pietermaritz Street, Pietermaritzburg. (Ref. WONJ/SS/F338.)

Case No. 6206/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MZWANDILE JEREMIA ZULU, Defendant

In pursuance of a judgment in the Court of the Magistrate of Ladysmith dated 12 September 2000 the undermentioned immovable property together with improvements thereon will be sold in execution on 16 March 2001 at 09:30, at the front entrance of the Magistrate's Court, Ezakeni, to the highest bidder:

Unit D 2099, Ezakheni, Registration Division GS, situated in the Ladysmith/Emnambithi Transitional Local Council Area, Province of KwaZulu-Natal, measuring 250 (two hundred and fifty) square metres.

Street address: Unit D 2099, Ezakheni.

Zoning: Special Residential.

Improvements: A single storey dwelling under tile roof consisting of bedroom, bathroom and one other room.

None of the above improvements nor vacant possession is guaranteed.

Material conditions: The material conditions of sale are as follows:

1. The property shall be sold by the Sheriff of the Magistrate's Court, Klipriver.
2. The sale shall be for rands and no bid less than R50,00 shall be accepted. The price shall include VAT (if any).
3. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the judgment creditor, refuse any bid.
4. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's Attorneys, or the Sheriff, Klipriver.

Dated at Newcastle on this 2nd day of February 2001.

S. W. Saville, for Stuart Saville & Company Inc. (Reg. No. 93/00701/21), Plaintiff's Attorneys, 48 Paterson Street; P.O. Box 2960, Newcastle, 2940.

Case No. 3371/2000

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

In the ex parte application of THE COLLECTOR OF RATES FOR THE MARGATE TRANSITIONAL LOCAL COUNCIL, Applicant, and VARIOUS RESPONDENTS

In pursuance of a judgment granted by the above Honourable Court on 22 November 2000, the undermentioned immovable property will be sold by public auction to the highest bidder by the Sheriff of Port Shepstone at Uvongo Town Hall on 12 March 2001 at 09:00, namely:

1. Erf 1572, Ramsgate, in extent 1 723 square metres and situated at 1572 Julia Street, Ramsgate Ext. 3. This property is vacant and is zoned Special Residential 1.
2. Erf 1596, Ramsgate, in 1 977 square metres and situated at 1596 Settlers Crescent, Ramsgate Ext. 3. This property is vacant and is zoned Special Residential 1.
3. Erf 1613, Ramsgate, in extent 1 349 square metres and situated at 1613 Charles Adam Road, Ramsgate Ext. 3. This property is developed with residential building and is zoned Special Residential 1.

4. Erf 1614, Ramsgate, in extent 1 350 square metres and situated at 1614 Charles Adam Road, Ramsgate Ext. 3. This property is developed with a residential building and is zoned Special Residential 1.
5. Erf 1622, Ramsgate, in extent 1 366 square metres and situated at 1622 Pioneer Drive, Ramsgate Ext. 3. This property is developed with a residential dwelling and is zoned Special Residential 1.
6. Erf 1640, Ramsgate, in extent 1 411 square metres and situated at 1640 Julia Street, Ramsgate Ext. 3. This property is developed with a residential dwelling and is zoned Special Residential 1.
7. Erf 1644, Ramsgate, in extent 1 360 square metres and situated at 1644 Settlers Crescent, Ramsgate Ext. 3. This property is developed with a residential dwelling and is zoned Special Residential 1.
8. Erf 1645, Ramsgate, in extent 1 356 square metres and situated at 1645 Settlers Crescent, Ramsgate Ext. 3. This property is developed with a residential building and is zoned Special Residential 1.
9. Erf 1649, Ramsgate, in extent 1 390 square metres and situated at 1649 Settlers Crescent, Ramsgate Ext. 3. This property is developed with a residential dwelling and is zoned Special Residential 1.
10. Erf 1659, Ramsgate, in extent 1 622 square metres and situated at 1659 Julia Street, Ramsgate Ext. 3. This property is developed with a residential dwelling and is zoned Special Residential 1.
11. Erf 1684, Ramsgate, in extent 1 528 square metres and situated at 1684 John Cane Street, Ramsgate Ext. 3. This property is developed with a residential dwelling and is zoned Special Residential 1.
12. Erf 1698, Ramsgate, in extent 1 394 square metres and situated at 1698 Ogle Road, Ramsgate Ext. 3. This property is vacant and is zoned Special Residential 1.
13. Erf 1726, Ramsgate, in extent 1 395 square metres and situated at 1726 John Cane Street, Ramsgate Ext. 3. This property is developed with a residential dwelling and is zoned Special Residential 1.
14. Erf 1731, Ramsgate, in extent 1 349 square metres and situated at 1731 John Cane Street, Ramsgate Ext. 3. This property is developed with a residential dwelling and is zoned Special Residential 1.
15. Erf 1733, Ramsgate, in extent 1 349 square metres and situated at 1733 John Cane Street, Ramsgate Ext. 3. This property is developed with a residential dwelling and is zoned Special Residential 1.
16. Erf 1739, Ramsgate, in extent 1 366 square metres and situated at 1739 Captain Davis Street, Ramsgate Ext. 3. This property is developed with a residential building and is zoned Special Residential 1.
17. Erf 1776, Ramsgate, in extent 1 350 square metres and situated at 1776 Captain Davis Street, Ramsgate Ext. 3. This property is developed with a residential dwelling and is zoned Special Residential 1.
18. Erf 1778, Ramsgate, in extent 1 490 square metres and situated at 1778 Julia Street, Ramsgate Ext. 3. This property is developed with a residential dwelling and is zoned Special Residential 1.
19. Erf 1794, Ramsgate, in extent 1 354 square metres and situated at 1794 Captain Davis Street, Ramsgate Ext. 3. This property is developed with a residential dwelling and is zoned Special Residential 1.
20. Erf 1800, Ramsgate, in extent 1 384 square metres and situated at 1800 Captain Davis Street, Ramsgate Ext. 3. This property is developed with a residential building and is zoned Special Residential 1.
21. Erf 1836, Ramsgate, in extent 1 374 square metres and situated at 1836 Izotsha Road, Ramsgate Ext. 3. This property is vacant and is zoned Special Residential 1.
22. Erf 1842, Ramsgate, in extent 1 350 square metres and situated at 1842 Piet Retief Circle, Ramsgate Ext. 3. This property is developed with a residential building and is zoned Special Residential 1.
23. Erf 1861, Ramsgate, in extent 1 400 square metres and situated at 1861 Piet Retief Circle, Ramsgate Ext. 3. This property is developed with a residential building and is zoned Special Residential 1.
24. Erf 1866, Ramsgate, in extent 1 402 square metres and situated at 1866 Piet Retief Circle, Ramsgate Ext. 3. This property is vacant and is zoned Special Residential 1.
25. Erf 1940, Ramsgate, in extent 1 352 square metres and situated at 1940 Andries Pretorius Crescent, Ramsgate Ext. 3. This property is vacant and is zoned Special Residential 1.
26. Erf 1986, Ramsgate, in extent 1 395 square metres and situated at 1986 Isaacs Street, Ramsgate Ext. 3. This property is developed with a residential building and is zoned Special Residential 1.
27. Erf 1989, Ramsgate, in extent 1 375 square metres and situated at 1989 Farewell Street, Ramsgate Ext. 3. This property is developed with a residential building and is zoned Special Residential 1.

Properties 1 to 27 aforesaid are all situated in Registration Division ET, situated in the Margate Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal.

Material conditions of sale: The full conditions of sale can be inspected at the office of the Sheriff of the High Court, 16 Bisset Street, Port Shepstone, KwaZulu-Natal or at the office of the Execution Creditor's Attorneys whose address is referred to below.

Kent Robinson Du Plessis Inc., Attorneys for the Execution Creditor, 3159 Boyes Lane, Margate, P.O. Box 205, Margate, 4275. [Tel. Mrs Kent (039) 317-3196.]

Case No. 2689/1999

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

**In the matter between CONSTANTIA COURT BODY CORPORATE, Execution Creditor, and
B P NZUZA, Execution Debtor**

In pursuance of judgment granted on 11 March 1999, in the Durban Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on Thursday, 15 March 2001 at 10h00 at 8th Floor, Maritime House, 1 Salmon Grove, Durban, KwaZulu-Natal, to the highest bidder:

Description:

1. A unit consisting of:

(a) Section No. 6, as shown and more fully described in Sectional Plan No. SS352/1985 in the scheme known as Constantia Court, in respect of the land and building or buildings situate at Durban, of which section the floor area according to the sectional plan is fifty (50) square metres.

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

Postal Address: 14 Constantia Court, 20 St Georges Street, Durban, KwaZulu-Natal.

Improvements: A concrete, brick and plaster flat with tiled floors, consisting of bedroom with built-in-cupboards, toilet and bathroom combined, kitchen with built-in-cupboards, premises has a ceiling fan.

Although nothing in this regard is guaranteed.

Held under Deed of Transfer No. ST.1132/1995.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The Purchaser shall pay ten per cent (10%) of the purchase price in cash or by bank guaranteed cheque on the day of the sale.

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

4. Transfer shall be affected by the Execution Creditor's attorneys and the Purchaser shall pay all transfer costs, current rates, taxes, arrear levies and current levies and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions of sale can be inspected at the offices of the Sheriff of the Magistrate's Court, Durban Central at 801 Maritime House, 1 Salmon Grove, Durban, KwaZulu-Natal or at the address listed below.

Dated at Durban on this 8th day of February 2001.

Tate & Nolan Inc., Execution Creditor's Attorneys, 15 Ennisdale Drive, Durban North, 4051 (DX 85—Durban); P.O. Box 2889, Durban, 4000. [Tel. (031) 563-1874.] (Ref. Ms E. Bernes/eb/NT62-107.)

Case Nos. 173/99

43/2000

114/1999

87/2000

186/2000

119/2000

102/2000

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

In the matters between: UTRECHT TRANSITIONAL COUNCIL, Plaintiff, and (1) JABULILE GLADYS NDLOVU, Defendant, (2) PHUMZILE POTWANA, Defendant, (3) THE TRUSTEES OF THE ISIZWE LAND DEVELOPMENT TRUST, Defendant, (4) KWAMAHLABHLABA TRIBAL AUTHORITY, Defendant, (5) estate late M A VILAKAZI, Defendant, (6) THE TRUSTEES OF THE AFRICAN RAINBOW ASSOCIATION, Defendant, and (7) M G and S F XABA, Defendant

In terms of judgments and warrants of execution issued in terms of such judgments, the following properties will be sold in execution at the front of the Magistrate's Court, Voor Street, Utrecht, on Monday, 26th of March 2001 at 10H00.

- (1) Erf 336, Utrecht, in extent 5 710 square metres: Unimproved;
- (2) Erf 514, Utrecht, in extent 5 710 square metres: Unimproved;
- (3) Portion 3 of Erf 152, Utrecht, in extent 1 240 square metres: Unimproved;
- (4) Portion 7 of Erf 770, Utrecht, in extent 1 073 square metres: Unimproved;
- (5) Erf 508, Utrecht, in extent 5 710 square metres: Improved with dilapidated buildings;
- (6) Erf 574, Utrecht, in extent 5 710 square metres: Unimproved;

(7) Portion 1 of Erf 129, Utrecht, in extent 2 235 square metres: Unimproved;
subject to the following conditions:

1. The sale will be "voetstoots" and in cash or by way of a bank guaranteed cheque to the highest bidder.
2. The full purchase price and all payments indicated in the conditions of sale are payable in cash or by way of a bank guaranteed cheque on the date of sale.

3. The full conditions of the sale may be inspected during office hours at the offices of Smit & Co., 48 Voor Street, Utrecht.
Dated at Utrecht on this 5th day of February 2001.

J. A. Smit, for Smit & Co., Attorneys for Plaintiff, 48 Voor Street, Private Bag X1017, Utrecht, 2980. (Ref. Smit/jb.)

Case No. 8338/2000

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

In the matter between BODY CORPORATE OF IDAWILL, Plaintiff, and Mr R. GOVENDER, Defendant

In pursuance of a judgment on 30/03/2000 in the Court of the Magistrate, Durban, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on Thursday, 8 March 2001 at 10:00 at Maritime House, 8th Floor, 1 Salmon Grove, Durban.

Property description:

A unit consisting of:

(a) Section No. 32, as shown and more fully described on Section Plan Number SS351/1991, in the scheme known as Idawill Court, in respect of the land and building or buildings situate in Durban, of which section the floor area according to the sectional plan is 59 (fifty-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 and held under Deed of Transfer No. ST11381/1995 dated 20/07/1995.

Physical address: 29 Idawill Court, 5 Shearer Road, Durban, 4001.

Improvements: A flat consisting of 1½ bedroom, lounge, kitchen, bathroom and toilet combined.

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 purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 21 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.
3. The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.
4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any) taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.
5. The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Sheriff for Durban Central, 801 Maritime House, Salmon Grove, 4001, and at the offices of Thorpe & Hands, Suite 2522, 320 West Street, Durban, during normal office hours.

Dated at Durban on this 30th day of January 2001.

Thorpe & Hands, Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref. Lerika Harrilall/1009/004.)

Case No. 126/2000

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and JOHN SIPHO DLAMINI, in his capacity as
Executor of the estate of the late VICTOR COLLEN DLAMINI, Defendant**

The undermentioned property will be sold in execution at the office of the Sheriff at 17 Drummond Street, Pietermaritzburg, on the 8 March 2001 at 9:30 a.m.

Ownership Unit No. 850, in the Township of Ashdown, County of Pietermaritzburg, in extent of 543 square metres, represented and described on General Plan No. 166/82.

The property is situate at Unit No. 850, Ashdown, Pietermaritzburg, on which a dwelling house is constructed.

The full conditions of sale may be inspected at the above-mentioned office of the Sheriff.

Dated at Pietermaritzburg on this 9th day of February 2001.

Tatham, Wilkes & Company, Plaintiff's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. H. M. Drummond/G82.)

Case No. 3265/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between: BOE BANK LIMITED (Reg No. 51/00847/06), Execution Creditor, and SIPONONO PIUS MTHEMBU, 1st Execution Debtor, and THANDI CLARIS MTHEMBU, 2nd Execution Debtor

Take notice that in execution of a judgment by default in the above Court, a sale in execution, will be held by the Sheriff of the High Court, Pietermaritzburg, at 17 Drummond Street, Pietermaritzburg, on Thursday, 8th March 2001 at 10h00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Portion 293 (of 237) of the farm Wilgefontein No. 869, Province of KwaZulu-Natal, in extent 662 square metres, held by the Defendant under Deed of Transfer No. T.1664/92.

The following information is furnished regarding the property, though in this respect nothing is guaranteed:

1. The property's physical address is Portion 293 (of 237) of the farm Wilgefontein, Pietermaritzburg.
2. The improvements consist of a single storey freestanding dwelling constructed of brick under tile and consisting of a lounge, kitchen, two bedrooms, bathroom and toilet. The property has wire mesh fencing.
3. The town planning zoning of the property is Special Residential.

The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Pietermaritzburg, at 17 Drummond Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on this 8th day of February 2001.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorney, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26N1236/00.)

Case No. 7163/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and MATHAMBO EZECHIA MDBANE, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 24th January 2001 the undermentioned property will be sold in execution on 14th March 2001 at 10:00 at the front room of the Magistrate's Court, Newcastle, to the highest bidder for cash, namely:

A certain Unit B1906, Madadeni.

The property is improved, but nothing is guaranteed.

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

The conditions are mainly the following:

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

Dated at Newcastle on this 5th day of January 2001.

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

Case No. 8975/00

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

**In the matter between FIRSTRAND BANK LTD (formerly known as FIRST NATIONAL BANK OF SA LTD),
Plaintiff, and GIJIMANI BIRTHWELL DLAMINI, Defendant**

The following property will be sold in execution by the Sheriff of the High Court, Umlazi, on the 14th March 2001 at 10H00 at the south entrance to the Magistrate's Court, Umlazi.

Certain: Lot H807, Umlazi, situate in the Township of Umlazi, District of Umlazi, in extent 325.2 (three hundred and twenty five point two) square metres, situate at H807 Umlazi.

The property is improved, without anything warranted by a block under asbestos dwelling, consisting of 2 bedrooms, shower, toilet, kitchen & dining-room.

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, V1030, Room 4, Umlazi.

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

Woodhead Bigby & Irving. (Ref. CSS/LP/15F4655A0.)

Saak No. 3436/2000

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

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

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), en 'n lasbrief gedateer 9 Januarie 2001 sal die volgende eiendom verkoop word in eksekusie op 13 Maart 2001 om 09:00 te Landdroshof Gebou, Mtunzini, nl:

Unit J1087, eSikhawini Dorpsgebied, geleë te Unit J1087, eSikhawini, groot 700 vkm.

Verkoopsvoorwaardes:

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

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

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

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

Smith—Smith, Vonnisskuldeiser Prokureurs, Longstraat 26A, Kempton Park; Posbus 3003, Kempton Park, 1620. [Tel. (011) 975-8104.] (Verw. Mev. C. Smith/ES/A1747.)

Case No. 4263/2000

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

**In the matter between: NEDCOR BANK LIMITED, Execution Creditor, and
NTOMBIZODWA MAVIS XULU, 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 7th March 2001 at 10H00 at the south entrance to the Magistrate's Court, Umlazi, namely:

Description: Site 1529, Umlazi Z, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 462 (four hundred and sixty-two) square metres, held under Deed of Transfer NontG2036/1988KZ.

Physical Address: Unit Z1529, Umlazi, KwaZulu-Natal.

The property is improved, without anything warranted by brick under tile roof dwelling, consisting of 3 bedrooms, 2 bathrooms, lounge, dining-room, kitchen, electricity, concrete fence.

The material terms are 10% deposit, balance payable on transfer, guarantees within 21 days of sale. The full conditions of sale can be inspected at the Sheriff's Office, V1030, Room 4, Umlazi.

Dated at Durban on this 9th day of February 2001.

Van Onselen O'Connell Inc., Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban.
(Ref. V. O'Connell/H. Elston/03N008087.)

Case No. 1915/98

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

**In the matter between: WASBANK MOTORS, Plaintiff, and KANEES FATHIMA OMAR MOHAMED,
t/a CNT FREIGHT, Defendant**

In execution of a judgment in the Magistrate's Court, and a writ of attachment dated 27 July 2000 the undermentioned immovable property will be sold in execution on the 16 March 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder.

Erf 1258, Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal in extent 4 029 square metres (hereinafter referred to as the Property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 1258 is situated at 25 Cuthbert Street, Dundee.
2. On the said property there is a residential dwelling with improvements.

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

Dated at Dundee on this 9th day of February 2001.

Abdulla & Kalicharan, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 653/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between A M MOOLLA CLOTHING (PTY) LTD, Plaintiff, and REVIVAL CLOTHING MANUFACTURERS
(PTY) LTD, 1st Defendant, and SEAGLEN INVESTMENTS (PTY) LTD, 2nd Defendant**

In pursuance of a judgment of the above Honourable Court granted on the 1st December 1999 and a warrant of execution dated 8th December 1999, the undermentioned property will be sold by public auction on Friday, the 9th day of March 2001 at 9:00, at the Magistrate's Court, Justice Lane, Glencoe:

Rem of Erf 694, Glencoe, Registration Division GT, situated in the Glencoe Transitional Local Council Area, Province of KwaZulu-Natal, in extent 73,3536 (seventy three comma three five three six) hectares.

Physical address: Corner of Windsor & Schroeder Road, Glencoe.

The property consists of a very old ramshackle building. The rest of the property is used for grazing interspaced with wild growing wattle.

Nothing in this regard is guaranteed and the property is sold voetstoots.

1. The sale shall be subject to the terms and conditions of the High Court and the Rules made thereunder.
2. The conditions of sale may be inspected during office hours at the office of the Sheriff of the High Court, Glencoe.

Dated at Durban this 12th day of February 2001.

Rabiah Motala & Associates, Plaintiff's Attorneys, 1st Floor, MB House, 641 Ridge Road, Overport, 4091, c/o Cajee, Essa, Ismail & Thejpal, 195 Boshoff Street, Pietermaritzburg, 3201. (Ref. Mr Cajee/wg.)

Case No. 10889/98

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

In the matter between ABSA BANK LIMITED, Plaintiff, and EDWARD WILLIAM RANKIN, 1st Defendant, and HEATHER PATIENCE RANKIN, 2nd Defendant

In pursuance of a judgment granted on the 14th January 1999, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, to the highest bidder on the 13th day of March 2001 at 11h00, at the steps of the Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: Lot 11713, Richards Bay, Extension No. 32, situated in the Richards Bay Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent measuring 324 (three hundred and twenty four) square metres.

1. (b) *Street address*: 31 Blue Waterlily, Aquadene, Richards Bay.

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

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

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

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

Dated at Richards Bay on this 9th day of February 2001.

Kloppers Incorporated, First Floor, Partridge Place, Richards Bay, P.O. Box 1659, Richards Bay. (Ref. Mr Kloppers/dd/08/S003/249.)

Case No. 10055/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and SABELO MBHEKISENI LUSHOZI, Defendant

In execution of a judgment granted by the above Honourable Court dated on the 16th October 2000 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Stanger at 10h00, at the front entrance to the Magistrate's Court Building, King Shaka Street, Kwaduguza/Stanger on 9th March 2001 to the highest bidder without reserve, namely:

Formerly described as: Sub. 16 of Lot 396, Tongaat, situated in the Township of Tongaat, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 021 square metres and held under Deed of Transfer T9576/96, now described as Portion 16 of Erf 396, Tongaat, Registration Division FU, situated in the North Local Council Area, Province of KwaZulu-Natal, in extent 1 021 square metres, which property is physically situated at Bagman Avenue, Tongaat, KwaZulu-Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T9576/96 dated 15 April 1996.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of vacant land. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Zoning: The property is zoned for Special Residential 1 purposes and enjoys no special consents in respect of its zoning.

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

Dated at Durban on this the 13th day of February 2001.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (Ref. D C Gardyne/RD/GAL3371.)

Case No. 17519/99

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and JAN ADRIAAN JOHANNES JANSEN VAN VUUREN, 1st Execution Debtor, and GERTRUIDA EMMERENCIA JANSEN VAN VUUREN, 2nd Execution Debtor

Pursuant to a judgment granted by the above Honourable Court on 8th May 2000 and a warrant of execution served on 24th May 2000, the undermentioned property will be sold by the Sheriff of the Magistrate's Court, Scottsburg on 16th March 2001 at 10H00 at Cutty Sark Hotel, Starboard Conference Room, Scottsburg to the highest bidder:

Certain Erf 1, Mtwalume Township, Registration Division E.T., situated in the Hibberdene Transitional Local Council Area and in the Ugu Regional Services Area, Province of KwaZulu-Natal, in extent 1175 (one thousand one hundred and seventy five) square metres, held under Deed of Transfer T210/96 and also known as Coveway, Mtwalume (hereinafter referred to as the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Entrance hall, lounge, dining-room, kitchen, study, 4 bedrooms, 2 bathrooms, scullery, double garage, 2 outside rooms and toilet with shower.

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, which was 17% per annum 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, Scottburgh.

Dated at Germiston on this the 5th day of February 2001.

L Taitz, for Taitz and Skikne, Judgment Creditor's Attorneys, 27 Kinross Street, cnr. Queen Street (P.O. Box 60), Germiston. (Tel. 825-3516.) (Ref. L. Taitz/ns/10882/62532.)

Case No. 8619/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and MAGOGO AGRIPPA DLEZI, First Execution Debtor, and BONGIWE CAROLINE DLEZI, 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 5th March 2001 at 10H00, at the steps of the Magistrate's Court, Port Shepstone:

Description: Site 1807, Gamalakhe A, Registration Division ET, in the Margate Transitional Local Council Area, Province of KwaZulu-Natal, measuring 446 (four hundred and forty six) square metres and held under Deed of Grant TG11631/87.

Physical address: Site A1807, Gamalakhe, KwaZulu-Natal.

Improvements: Single storey brick under tile roof dwelling consisting of 2 bedrooms, bathroom, living-room and kitchen. Burglar bars.

Nothing is guaranteed as regards the above.

The material terms are 10% deposit, balance payable on transfer, guarantees within 21 days of sale.

Full conditions of sale may be inspected at the Sheriff, Port Shepstone, 16 Bisset Street, Port Shepstone.

Dated at Durban on this the 2nd day of February 2001.

Van Onselen O'Connell Inc., Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. V O'Connell/H Elston/03N130104.)

Case No. 13126/99

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

**In the matter between BODY CORPORATE OF MEDGATE, Plaintiff, and
KRUGER ADMINISTRATION DIENSTE CC, Defendant**

In execution of a judgment of the Magistrate's Court, District Roodepoort in this suit, a sale without reserve will be held at the office of the Sheriff of the Magistrate's Court for Roodepoort at 182 Progress Avenue, Technikon, Roodepoort, on 9 March 2001 at 10:00 of the undermentioned property of the Defendant on conditions which may be inspected at the office of the Sheriff of the Magistrate's Court prior to the sale:

Certain:

1. (a) A unit consisting of Section 31, as shown and more fully described on Sectional Title Plan S5183/85 in the scheme known as Medgate, in respect of the land and building or buildings situated at Helderkruid Extension 9 Township (Greater Johannesburg Transitional Metropolitan Council) of which section the floor area, according to the said sectional plan is 34 (thirty-four) square metres in extent.

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

2. (a) A unit consisting of Section 32, as shown and more fully described on Sectional Title Plan S5183/85 in the scheme known as Medgate, in respect of the land and building or buildings situated at Helderkrui Ext. 9 Township (Gretaer Johannesburg Transitional Metropolitan Council) of which section the floor area, according to the said sectional plan is 98 (ninety-eight) square metres in extent.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan, held by Deed of Transfer ST7162/1994, situated at Unit 31 and 32, Medgate Body Corporate, King Fisher Street, Helderkrui, Roodepoort.

Improvements (not guaranteed): Three consulting rooms for medical practitioners with 2 reception areas, ablution facilities and a kitchen.

Terms: 10% of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% of the proceeds of the sale up to a price of R30 000 and thereafter at 3% to a maximum fee of R7 000 and a minimum of R260.

Dated at Roodepoort on this 6th day of February 2001.

Dykes van Heerden, Plaintiff's Attorneys, 19 Ontdekkers Road, Breananda, Krugersdorp. (Tel. 955-4787.) (Ref. Collections/sa/M7895/902.)

Case No. 47530/00
PH 132

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

**In the matter between TRANSNET (PTY) LTD, Execution Creditor, and DEAN ANTHONY PETERS,
First Execution Debtor, and VIVIAN MAY PETERS, Second Execution Debtor**

In pursuance of a judgment in the above action the immovable property listed hereunder will be sold in execution on 8 March 2001 at 10:00, at Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban, to the highest bidder:

Description: Portion 178 of Erf 600, Bluff, Registration Division FU, Durban Entity, Province of KwaZulu-Natal in extent 1 136 square metres, held under Deed of Transfer T7542/1996 dated 22 March 1996.

Physical address: 1 Pitman Drive, Bluff, Durban.

Improvements: The dwelling consists of a brick/block/plastered building comprising a kitchen, lounge, dining-room, three bedrooms, family bathroom, guest toilet, two balconies, staff quarters, garage and pre-cast boundary wall.

Zoning: General Residential.

NB! Nothing is guaranteed.

Municipal electricity and water supply: Local Authority. Vacant possession is not guaranteed.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the Rules made thereunder and of the title deed of the property in so far as any of the foregoing may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash including the full commission on the sale, immediately on the property being knocked down to the purchaser; the balance against registration of transfer and to be secured by a bank or other financial institution's guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Council within 14 (fourteen) days after date of sale.

3. The purchaser shall pay all costs of transfer, arrear rates, current rates and generally all outgoings in respect of the property.

4. Neither the Sheriff of the Court, nor the Execution Creditor shall be liable or responsible for damages suffered, howsoever arising, and including but not limited to the payment of arrear rates, rates, deficiency, errors of description or the pointing out of the boundary pegs or beacons or delivery or occupation and possession of the property purchased.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban South, at 101 Lejaton, 40 St George's Street, Tel. 301-0091 (Ref. Mr N. Govender).

Dated at Durban this 6th day of February 2001.

J. M. Catterall, for Chapman Dyer Incorporated, Attorney for Execution Creditor, 10th Floor, 300 Smith Street, Durban. [Tel. (031) 304-2511.] (Ref. J. M. Catterall/gc/60P4973/00.)

Case No. 329/99

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

**In the matter between ITHALA DEVELOPMENT AND FINANCE CORPORATION LIMITED, Execution Creditor, and
BHEKZIZWE MANGENDU MHLONGO, Execution Debtor**

Sale in execution in pursuance of the judgment in the Magistrate's Court for the District of Umlazi held at Umlazi in the abovementioned case, and by virtue of writ of execution issued thereon, the immovable property listed hereunder will be sold by public auction to the highest bidder on Wednesday, 7 March 2001 at the South entrance to the Magistrate's Court, Umlazi at 10h00:

Description: A certain piece of land, being Site No. 1274 Umlazi V, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 490 square metres, represented and described in General Plan No. SG90/1975 held by virtue of Deed of Grant No. TG 1040/9(KZ).

Improvements: The property has been improved by the erection of a dwelling house thereon consisting of building under asbestos consisting of 2 bedrooms, bathroom, kitchen, diningroom, municipal electricity, water supply and sanitation authority.

Nothing is guaranteed in respect of such improvements on the property.

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

The full conditions may be inspected at the offices of the Sheriff of Umlazi or at the offices of Makhanya & Mvambo Attorneys.

Dated at Durban on this 23rd day of January 2001.

To: The Sheriff, Magistrate's Court for the District of Umlazi held at Umlazi.

Makhanya & Mvambo Attorneys, Creditor's Attorneys, 1204 Denor House, cnr Smith & Field Streets, Durban, 4000.
[Ref. Coll-014-M(TPK/ra).]

Case No. 361/99

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

**In the matter between ITHALA DEVELOPMENT AND FINANCE CORPORATION LIMITED, Execution Creditor, and
BABA MOFFAT MUTHWA, Execution Debtor**

Sale in execution in pursuance of the judgment in the Magistrate's Court for the District of Durban, held at Durban, in the abovementioned case, and by virtue of writ of execution issued thereon, the immovable property listed hereunder will be sold by public auction to the highest bidder on Thursday, 15 March 2001 at 10h00 at the 8th Floor, Maritime House, cnr Salmon Grove and Victoria Embarkment Durban.

Description: Erf 2895, Lovu Township, Registration Division ET, situated in the Durban Entity Province of KwaZulu-Natal, in extent of 200 square metres, represented and described in General Plan No. unknown. Held under Deed of Transfer Number T1955/99.

Improvements: The property has been improved by the erection of 2 Bedrooms, roof tiles, shower, bathroom, lounge and kitchen.

Nothing is guaranteed in respect of such improvements on the property.

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

The full conditions may be inspected at the offices of the Sheriff of Durban South or at the offices of Makhanya & Mvambo Attorneys.

Dated at Durban on this 14 day of February 2001.

Makhanya & Mvambo Attorneys, Creditor's Attorneys, 1204 Denor House, cnr Smith & Field Streets, Durban, 4000.
[Ref. Coll-018-M(TPK/zd).]

Case No. 1042/2000

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 C P WILLIAMS, 1st Execution Debtor ,
AND F WILLIAMS, 2nd Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Port Shepstone, dated the 12/05/2000 the following immovable property will be sold in execution on the 30th day of March 2001 at 11h00 a.m. at the Magistrate's Court, Port Shepstone, to the highest bidder:

Property description: Erf 740, Ramsgate, Registration Division ET situate in the Margate Transitional Local Council Area and in the Ugu Regional Council Area, Province KwaZulu-Natal, in extent 1 055 (one thousand and fifty five) square meters.

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

Material conditions of sale:

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

Within fourteen (14) days of the date of the sale.

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

Dated at Port Shepstone this 12th day of February 2001.

Messrs Eriksson & McConnell, Execution Creditor's Attorneys, 50 Bisset Street, P O Box 29, Port Shepstone, 4240. (Ref. Mr Stroud/PN.) (03/U004/031.)

Case No. 9530/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and EVERSON THOBIGUNYA XOLO, Defendant

In pursuance of a judgment in the High Court of South Africa, Durban and Coast Local Division, dated 19 November 1999, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by the Sheriff of the High Court, Durban Central, on the 15th day of March 2001 at 10:00, at the 8th Floor, Maritime House, 1 Salmon Grove, Durban, to the highest bidder:

Property description: Portion 4 of Erf 242, Bellair, Registration Division FT, in the Durban Metro South Central City Council Area, Province of KwaZulu-Natal, in extent 930 square metres.

Physical address: 91 Bayswater Road, Durban.

Improvements: A dwelling consisting of entrance hall, lounge, dining room, 3 bedrooms, kitchen, bathroom with water closet and shower with water closet.

Outbuildings: 2 basement, staff room, shower with water closet and garage.

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, 801 Maritime House, Salmon Grove, Durban.

Dated at Durban on this the 12th day of February 2001.

Jacobs Bhengu & Ngcamu, Plaintiff's Attorneys, 1st Floor, ABSA Building, 23 Gardiner Street, Durban. (Ref. PDJ/SVDB/A98/207.)

Case No. 11956/2000

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

In the matter between SAAMBOU BANK LIMITED (Reg. No. 87/05437/06), Plaintiff, and N N SHEZI, Defendant

Pursuant to a judgment of the Court of the Magistrate, Pietermaritzburg, dated 23 June 2000 and writ of execution dated 17 August 2000, the immovable property listed hereunder will be sold in execution on Friday, the 9th day of March 2001, the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, at 11h00, to the highest bidder:

Portion 4221, of Erf 3946, Pietermaritzburg, Registration Division FT, situate in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 688 (six hundred and eighty eight) square metres, held by Deed of Transfer No. T11694/98.

Physical address: 21 Eugene Marais Road, Napierville, Pietermaritzburg, KwaZulu-Natal.

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

2. The following improvements on the property are reported, but not guaranteed:

Three bedrooms, lounge/diningroom, bathroom, diningroom, kitchen, servants quarters with toilet/shower and storeroom.

3. The purchase price shall be paid as to 10% thereof on the signing of the conditions of sale, and the full balance together with interest on the full amount of the Plaintiff's claim at the rate of 24% per annum to date of payment, without fourteen (14) days, to be paid or secured by an approved bank or building society guarantee.

4. The full conditions of sale which will be read out by the Messenger of Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg.

Schoerie & Hayes Inc., 391 Loop Street, Pietermaritzburg. (Ref. MAH/evdw/S181L.)

Case No. 4897/00

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

In the matter between EMPANGENI/NGWELEZANE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and FOS TRUST TRUSTEES, Defendant

In execution of a judgment of the Magistrate's Court for the District of Lower Umfolozi given on the 03/11/2000, in the above-mentioned case and by virtue of a warrant of execution issued on the 03/11/2000, the immovable property listed hereunder shall be sold in execution to the highest bidder on the 06/03/2001 at 11h00, in front of the Magistrate's Court Building, Empangeni:

Deeds office description: Lot 2848, Empangeni Extension 33.

Physical address: 63 Gemini Drive, Empangeni.

Improvements: Brick under dwelling consisting of 3 bedrooms, 2 bathrooms, lounge, diningroom, kitchen and garage.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Empangeni, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Empangeni on this 9 February 2001.

Christine Wade & Co., Union Chambers, 4 Union Street, P O Box 883, Empangeni. (Ref. Colls/is/05/B0378/00.)

Case No. 4899/00

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

In the matter between EMPANGENI/NGWELEZANE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and P.G. JORDAN & S.E. MARAIS, Defendants

In execution of a judgment of the Magistrate's Court for the District of Lower Umfolozi given on the 25/10/2000, in the abovementioned case and by virtue of a warrant of execution issued on the 25/10/2000, the immovable property listed hereunder shall be sold in execution to the highest bidder on the 06 March 2001 at 11h00, in front of the Magistrate's Court Building, Empangeni:

Deeds office description: Lot 2838, Empangeni Extension 23.

Physical address: 71 Gemini Drive, Empangeni.

Improvements: Brick under dwelling consisting of 2 bedrooms, bathroom with toilet, lounge, open plan kitchen and garage.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Empangeni, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Empangeni on this 9 February 2001.

Christine Wade & Co., Union Chambers, 4 Union Street, P O Box 883, Empangeni. (Ref. Colls/is/05/B0373/00.)

Case No. 4897/00

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

**In the matter between EMPANGENI/NGWELEZANE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and
FOS TRUST TRUSTEES, Defendant**

In execution of a judgment of the Magistrate's Court for the District of Lower Umfolozi given on the 03/11/2000, in the abovementioned case and by virtue of a warrant of execution issued on the 03/11/2000, the immovable property listed hereunder shall be sold in execution to the highest bidder on the 06/03/2001 at 11h00, in front of the Magistrate's Court Building, Empangeni:

Deeds office description: Lot 2848, Empangeni Extension 33.

Physical address: 63 Gemini Drive, Empangeni.

Improvements: Brick under dwelling consisting of 3 bedrooms, 2 bathrooms, lounge, diningroom, kitchen and garage.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Empangeni, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Empangeni on this 9 February 2001.

Christine Wade & Co., Union Chambers, 4 Union Street, P O Box 883, Empangeni. (Ref. Colls/is/05/B0378/00.)

Case No. 5654/00

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

In the matter between THE BOROUGH OF EMPANGENI, Judgment Creditor, and E WATERS, Judgment Debtors

In pursuance of a judgment granted on the 31st August 2000 in the above Court, and a writ of execution issued thereafter, the Judgment Debtor's immovable property listed hereunder shall be sold in execution, to the highest bidder on the 6 March 2001 at 11h00, at the front steps, Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Lot 1553, Empangeni (Extension No. 20), situate in the Empangeni/Ngwelezane Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, measuring in extent 1 452 (one thousand four hundred and fifty two) square metres.

(b) *Street Address:* 35 Richard Gordon, Empangeni.

(c) *Improvements* (not warranted to be correct): Brick under asbestos dwelling consisting of 3 bedrooms, 2 bathrooms with toilet, diningroom, kitchen, lounge, swimmingpool & garage. Granny flat: Bedroom, bathroom with toilet, kitchen and lounge.

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

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

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

Dated at Empangeni this 31st day of January 2001.

Van der Westhuizen & Garland, 107 T M I House, Union Street, Empangeni. (Ref. JCVDW/madelène/02/B0196/00.)

MPUMALANGA

Saak No. 1162/2000

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

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BPK (Reg. No. 1905/001225/06), Eiser, en
JAMES EDWARD FULLERTON (ID 5404055054000), Verweerder**

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 8 Desember 2000 sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder reserweprys, deur die Balju in eksekusie verkoop word op Vrydag, 16 Maart om 10h00:

Eiendom: Gedeelte 1 van Erf 143, Piet Retief, Registrasie Afdeling H.T., Mpumalanga Provinsie, groot 1 909 vierkante meter, gehou kragtens Akte van Transport T81607/1996.

Die eiendom is geleë te Zuidendstraat 15a, Piet Retief, met verbeterings.

Plek van veiling: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju vir die Landdroshof, Kotzestraat 16, Piet Retief.

Geteken te Piet Retief op hierdie 22ste dag van Januarie 2001.

Mnr Vorster & Robbertse, vir Vorster & Robbertse, Prokureur vir Eiser, Suidoosgebou, Retiefstraat (Posbus 50), Piet Retief, 2380. (Verw. EN.66t/Grace.)

Saak No. 1163/2000

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

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BPK (Reg. No. 1905/001225/06), Eiser, en KERSTIN ANNICA FULLERTON (ID 5810120119000), Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 8 Desember 2000 sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder reserweprys, deur die Balju in eksekusie verkoop word op Vrydag, 16 Maart om 10h00:

Eiendom: Erf 1054, Piet Retief Uitbreiding 6, Registrasie Afdeling H.T., Mpumalanga Provinsie, groot 1 644 vierkante meter, gehou kragtens Akte van Transport T110910/1996.

Die eiendom is geleë te Von Brandisstraat 88, Piet Retief met verbeterings.

Plek van veiling: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju vir die Landdroshof, Kotzestraat 16, Piet Retief.

Geteken te Piet Retief op hierdie 22ste dag van Januarie 2001.

Mnr Vorster & Robbertse, vir Vorster & Robbertse, Prokureur vir Eiser, Suidoosgebou, Retiefstraat (Posbus 50), Piet Retief, 2380. (Verw. En.67t/Grace.)

Saak No. 6658/00

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en M C KHUMALO N.O., in sy hoedanigheid as eksekuteur van WYLE ISAAC KHUMALO, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 26 Julie 2000 toegestaan is, op 9 Maart 2001 om 10h00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Rhodestraat, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 2447, geleë in die dorpsgebied van Kwa-Guqa, Uitbreiding 4, Registrasieafdeling JS, Mpumalanga, groot 200 (twee nil nil) vierkante meter, gehou kragtens Akte van Transport T109142/95.

Die eiendom is as volg verbeter (nie gewaarborg): Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan Artikel 66 (2) van Wet 32 van 1944 is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 31 dag van Januarie 2001.

F. M. Heinsen, vir Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, h/v Smutslaan & Northeystraat (Posbus 727), Witbank.

Saak No. 12368/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen FNB 'n divisie van FIRSTRAND BANK BEPERK, Eksekusieskuldeiser, en ABRAHAM DANTJIE JIYANE, 1ste Eksekusieskuldenaar, en MAVIS JIYANE, 2de Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 15 Desember 2000 toegestaan is, op 9 Maart 2001 om 10h00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Rhodestraat, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 3289, geleë in die dorpsgebied van Kwa-Guqa, Uitbreiding 5, Registrasie Afdeling JS Mpumalanga, groot 247 (twee vier sewe) vierkante meter, gehou kragtens Akte van Transport T60209/95.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 32 van 1944 is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word "voestoots" verkoop.

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

Geteken te Witbank op hierdie 31 dag van Januarie 2001.

F. M. Heinsen, vir Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, h/v Smutslaan & Northeystraat, Posbus 727, Witbank.

Saak No. 10442/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen RK STORE N.O. in sy hoedanigheid as kurator vir FBC FIDELITY BANK BPK (onder kuratorskap), Eksekusieskuldeiser, en MS KHUMALO, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 30 Oktober 2000 toegestaan is, op 9 Maart 2001 om 10h00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Rhodestraat, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 1919, geleë in die dorpsgebied van Phola, Registrasie Afdeling JS Mpumalanga, groot 548 (vyf vier agt) vierkante meter, gehou kragtens Akte van Transport TL125040/98.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 32 van 1944 is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word "voetstoots" verkoop.

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

Geteken te Witbank op hierdie 31 dag van Januarie 2001.

F. M. Heinsen, vir Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, h/v Smutslaan & Northeystraat, Posbus 727, Witbank.

Case No. 34259/99

PH 308

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and B & B BOERDERY CC (Reg. No. CK90/32199/23), First Defendant, ROBIN SMUTS BEETON, Second Defendant, and JACOMINA HENDRINA SEYMOUR, Third Defendant

In pursuance of a judgment granted on the 1st February 2000, in the above Honourable Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on the 9th March 2001 at 10h00 by the Sheriff of the High Court, Nelspruit, at the main entrance, Proforum, 5 Van Rensburg Street, Nelspruit, to the highest bidder:

Description: (1) Portion 74, of the farm Goede Hoop 128, Registration Division J.U., Province of Mpumalanga, in extent measuring 31,1783 (thirty one come one seven eight three) hectares.

Street address: Known as Portion 74 of the farm Goede Hoop 128, Registration Division J.U., Province of Mpumalanga.

Zoned: Agricultural land.

Description (2): Portion 27 (a portion of Portion 11) of the farm Goede Hoop 128, Registration Division J.U., Province of Mpumalanga, in extent measuring 21,2220 (twenty one comma two two two nil) hectares.

Street address: Known as Portion 27 (a portion of Portion 11) of the farm Goede Hoop 128, Registration Division J.U., Province of Mpumalanga.

Zoned: Agricultural land.

Improvements: The following information is given but nothing in this regard is guaranteed: The improvements on the above-mentioned properties consist of the following:

House No. 1: (Tin roof) comprising *inter alia* of 2 bedrooms, kitchen, 2 toilets, bathroom, open-plan lounge & dining room, pantry, scullery.

House No. 2: (Tin roof) comprising *inter alia*, of: 2 bedrooms, bathroom, kitchen, open-plan lounge & dining room, study.

House No. 3: (Tin roof) comprising *inter alia*, of 3 bedrooms, 2 bathrooms, kitchen, scullery, open-plan lounge & dining room, carport.

House No. 4: (Tin roof) comprising *inter alia*, of 2 bedrooms, bathroom, kitchen, open-plan lounge & dining room, scullery (busy building 3rd bedroom and bathroom).

House No. 5: (Tin roof) comprising *inter alia*, of 3 bedrooms, bathroom, open-plan lounge & dining room, scullery, carport.

Outbuildings: Comprising *inter alia* of 3 chicken runs (tin roof), 6 m x 20 m, communal swimming pool, borehole (supplies all 5 houses with water).

Both properties held by the First Defendant in its name under Deed of Transfer No. T102304/1997.

The full conditions may be inspected at the offices of the Sheriff of the High Court, Nelspruit, at Proforum Building, 5 Van Rensburg Street, Nelspruit.

Dated at Pretoria on this the 16th day of January 2001.

Newtons, Plaintiff's Attorneys, 16th Floor, Volkskas Centre, 230 Van der Walt Street, Pretoria. [Tel. (012) 320-6868/Telefax (012) 320-6892.] (Ref. ZB4831/S Smit/lw.)

Case No. 106/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PILGRIM'S REST HELD AT GRASKOP

In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and

C WESSELS & M J WESSELS, Defendant

Pursuant to a judgment granted by the above Honourable Court and a warrant for execution dated 21 August 2000, the undermentioned property will be sold, on Friday, 9 March 2001, 10:00, in front of the Magistrate's Court, Graskop, to the highest bidder:

Erf 152, Graskop Township, Registration Division KT, Province Mpumalanga, and

Erf 153, Graskop Township, Registration Division KT, Province Mpumalanga.

Terms and conditions:

1. 10% (ten per cent) to the purchase price to be paid on the date of sale and the balance together with interest at 14,50% (fourteen comma five nul) per annum to be paid or secured by an approved bank or society guarantee within 21 (twenty-one) days of the date of sale.

2. The property shall be sold to the highest bidder, without reserve, voetstoots and subject to the Magistrate's Court Act, 1944 and subject to the Mortgage approval and subject to the Title Deed.

3. The complete conditions of sale may be inspected at the office of the Sheriff of the Court, Graskop.

Dated at Sabie on the 16th day of January 2001.

To: Clerk of the Court, Graskop.

D J van Rensburg, for D J van Rensburg Attorney, Attorneys for Plaintiff, 49 Main Street, Sabie, 1260. [Tel. (013) 764-1103/4.] (Ref. DJVR/af/AE0329.)

Saak No. 5459/99

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **PETRUS MATTHEUS KRUGER, Eiser, en ABEL A NKOSI, Verweerder**

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 23 Augustus 2000 word die hierinvermelde eiendom, op Vrydag, 16 Maart 2001 om 10:00 voor die Landdroskantoor, Ermelo, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Erf 1216, Wesselton, Ermelo, Registrasie Afdeling IT, provinsie Mpumalanga, groot 245 (tweehonderd vyf en veertig) vierkante meter, gehou kragtens Akte van Transport TL74560/1989.

Die eiendom is geleë te Huisnommer, Wesselton, Ermelo, met verbeterings.

Voorwaardes: Volledige verkoopvoorwaardes wat onmiddellik voor die veiling deur die Balju Ermelo uitgelees sal word, lê in sy kantoor ter insae en is die belangrikste bepalings daarvan die volgende:

1. Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprijs aan die Balju betaal en vir die balans van die koopprijs moet die Koper 'n bank of bouverenigingwaarborg aan die Balju lewer binne 60 dae na datum van verkoping.

2. Die koper sal verplig wees om onmiddellik na die bod om hom toegeslaan is, die verkoopvoorwaardes te onderteken.

3. Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastings indien enige, asook ander uitgawes wat nodig is om transport te laat geskied.

Geteken te Ermelo op hierdie 5de dag van Februarie 2001.

J J van der Wath, vir Bekker, Brink & Brink, ABSA gebou, Kerkstraat 60 (Privaatsak X9018), Ermelo, 2350. (Verw. Mnr J vd Wath/LM/K0100/1.)

Saak No. 20964/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **STANDARD BANK VAN SA BEPERK (62/00738/06), Eiser, en KUHN, JAN GYSBERT, Verweerder**

Ten uitvoerlegging van 'n vonnis van bogemelde hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop, op Vrydag, 9 Maart 2001 om 09:00, deur die Balju vir die Hooggeregshof, Witbank op die perseel te Hobhousestraat 1, Witbank Uitbreiding 10, Witbank aan die hoogste bieder:

Erf 2163, Witbank Uitbreiding 10 Dorpsgebied, Registrasieafdeling JS, provinsie Mpumalanga, groot 1 723 vierkante meter, gehou kragtens Akte van Transport T121546/97.

Die volgende bykomende inligting word verskaf maar geen aanspreeklikheid aanvaar indien dit in enige opsig foutief sou wees nie.

Straatadres: Hobhousestraat 1, Witbank Uitb 10, Witbank.

Verbeterings: Woonhuis met 'n sitkamer, eetkamer, familiekamer, kombuis, 3 slaapkamers, 2 badkamers met toilette, 2 garages, huishulkkamer, toilet, buite waskamer, swembad, lapa en alarmstelsel.

Reserweprijs: Die eiendom word sonder reserweprijs verkoop.

Terme: 10% (tien persent) van die koopprijs in kontant betaalbaar onmiddellik na die afloop van die verkoping en die balans moet binne 14 dae na die datum van die verkoping verseker word by wyse van 'n bank- of bouverenigingwaarborg wat betaalbaar sal wees gelyktydig met registrasie van oordrag.

Afslaerskoste: Betaalbaar deur die koper op die dag van verkoping.

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Witbank te Rhodesstraat 3, Witbank.

Gedateer te Pretoria hierdie 6de dag van Februarie 2001.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, 2de Vloer, Momentumsentrum, Westoring, Pretoriusstraat (Posbus 2205), Pretoria. [Tel. (012) 322-4401.] (Verw. V Rensburg/BVDM/S1234/1674.)

Saak No. 4988/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ERMELO GEHOU TE ERMELO

In die saak tussen H. MENTZ, Eiser, en A. A. NKOSI, Verweerder

Ingevolge 'n Vonnis gelewer op 2 Oktober 1998, in die Ermelo Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op Vrydag 16 Maart 2001 om 10h00 te Landdroskantoor, Jan van Riebeeckstraat, Ermelo, aan die hoogste bieder.

Beskrywing: Woonhuis met buitegeboue.

Erfnommer: 1216, Wesselson, Registrasie Afdeling I.T. Mpumalanga.

Grootte: 245 m².

Eiendomsadres: Masekostraat 1216, Phumula, Ermelo.

Verbeterings: Woonhuis met buitegeboue.

Soos gehou deur die skuldenaar kragtens Akte van Transport nommer TL 74560/89.

1. Die verkoping sal onderhewig wees aan die voorwaardes van die Landdroshofwet en die reëls gepaardgaande.
2. Die Koper moet die koopprys met 'n bankgewaarborgde tjek of met kontant betaal op die dag van die verkoping. Indien die Koper finansiering ontvang vanaf 'n finansiële instansie, moet die Koper op die dag van verkoping, geskrewe bewys lewer vanaf die genoemde finansiële instansie dat die Koper kwalifiseer vir 'n lening. Die leningsbedrag mag nie minder wees as die koopbedrag.
3. Die Koper sal aanspreeklik wees vir enige rente aan die Eksekusieskuldeiser en aan die verbandhouer vanaf die koopdatum, tot datum van registrasie, soos uiteengesit in die verkoopsvoorwaardes.
4. Oordrag sal gedoen word deur die Skuldeiser of sy prokureur en die Koper sal aanspreeklik wees vir alle oordragkoste, huidige erfbelasting, en ander uitgawes nodig om die oordrag te finaliseer, op aanvraag by genoemde prokureurs.

Die volle voorwaardes kan verkry word by die kantore van die Balju van die Ermelo Landdroshof.

Gedateer te Ermelo op hede die 5de dag van Februarie 2001.

M. A. de Bruyn, vir André de Bruyn Prokureurs, Jan van Riebeeckstraat 14A, Posbus 43, Ermelo, 2350. (Verw: Mnr de Bruyn/TH/Z03071.)

Saak No. 2018/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BETHAL GEHOU TE BETHAL

In die saak tussen FNB, Eiser en MESSO, Eerste Verweerder, en H. P. KUUN, Tweede Verweerder

Kragtens 'n uitspraak in bogemelde Agbare Hof, gedateer 14 Desember 2000 en 'n daaropvolgende Lasbrief vir Eksekusie word die volgende eiendom op 5 Maart 2001 om 10:30 in die voormiddag te Volksrust Landdroskantoor Volksrust, in eksekusie verkoop naamlik:

Erf 160, geleë in die dorp Volksrust, Registrasie Afdeling H. S. Provinsie van Mpumalanga, Schoonstraat 80, Volksrust.

Groot: 1 983 (eenduisend negehonderd en tagtig) vierkante meter.

Gehou kragtens Aktes van Transport T89511/98, met verbeterings.

Voorwaardes:

Die volle verkoopsvoorwaardes is ter insae beskikbaar by die Balju van die Landdroshof, Volksrust, en die vernaamste bepaling daarvan is soos volg:

1. Die eiendom word sonder reserwe en aan die hoogste bieder verkoop.
2. Die Koper sal 10% van die koopprys betaal op datum van die verkoping en die balans koopprys tesame met die rente moet binne (30) dertig dae na datum van verkoping verseker word deur middel van 'n goedgekeurde Bank- en/of ander waarborg.

3. Die eiendom word voetstoots verkoop en origins op dieselfde bepalings en voorwaardes as wat voorkom in die Akte van Transport waarkragtig die eiendom tans gehou word.

4. Die eiendom word verkoop onderhewig aan die bepalings en reëls soos neergelê deur die Wet op Landdroshowe.

5. Die volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping deur die Balju van die Landdroshof verduidelik word en lê ter insae by die kantoor van die Balju van die Landdroshof te Volksrust.

Geteken te Bethal op hierdie 2de dag van Februarie 2001.

G. K. Cronje, vir Cohen, Cronje & Van der Walt, Prokureur vir Eiser, Feldcogebou, Clerqstraat, Posbus 63, Docex 1, Bethal, 2310. (Verw: CKC/.)

Saak No. 96/98

IN DIE LANDDROSHOF VIR DIE DISTRIK WAKKERSTROOM GEHOU TE WAKKERSTROOM

In die saak tussen PLAASLIKE RAAD WAKKERSTROOM, Eksekusieskuldeiser, en E. F. DLUDLU, Eksekusieskuldenaar

Geliewe kennis te neem dat die ondergemelde eiendomme op 15 Maart 2001 om 11H00 voor die Landdroskantoor, Wakkerstroom, in Eksekusie verkoop sal word ooreenkomstig die verkoopsvoorwaardes wat ter insae sal lê by die Landdroskantoor, Wakkerstroom, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Erf 388, geleë in die dorp Marthinus Wessel Stroom, Registrasie Afdeling H T, Mpumalanga; groot 5 710 vierkante meter; gehou kragtens Akte van Transport T38052/1993; geleë te Loopstraat 338, Wakkerstroom; die eiendom is onverbeter.

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

Geteken te Volksrust op hierdie 29ste dag van Januarie 2001.

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

Saak No. 9721/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen ABSA BANK BPK, Eksekusieskuldeiser, en M. J. en E. K. VERMAAK, Eksekusieskuldenaar

Ingevolge 'n Vonnis van bogemelde Agbare Hof en 'n Lasbrief tot Uitwinning gedateer 1 Desember 2000 sal die reg, titel en belang van die Eksekusieskuldenaar se eiendom verkoop word deur Jaap van Deventer Afslaaers in Eksekusie om 12H00 op die 9de Maart 2001 te Asaleastraat 4, Kanonkop, Middelburg, aan die hoogste bieder:

Erf 1434, Middelburg X4, Registrasie Afdeling J S, Provinsie Mpumalanga, groot 1 610 vierkante meter, gehou kragtens Akte van Transport T4475/2000, verband B3056/2000.

Bestaande uit: 3 slaapkamers, sit/eetkamer, kombuis, badkamer, toilet, motorhuis, stoorkamer en toilet.

1. Die eiendom sal "voetstoots" verkoop word en sonder reserwe.

2. 10% (tien persent) van die koopprijs is betaalbaar op die dag van die verkoping en die balans teen registrasie van transport.

3. Die verdere en volledige Verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die kantoor van die Landdroshof te Middelburg asook die kantore van Van Deventer & Campher, 21A President Krugerstraat, Middelburg.

Aldus gedaan en geteken te Middelburg Mpumalanga op hede hierdie 6de dag van Februarie 2001.

C. J. Alberts, vir Van Deventer & Campher. (Verw: Mnr Alberts/ED/AA593/00.)

Saak No. 9722/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen ABSA BANK BPK, Eksekusieskuldeiser, en THEMBA MNISI, Eksekusieskuldenaar

Ingevolge 'n Vonnis van bogemelde Agbare Hof en 'n Lasbrief tot Uitwinning gedateer 27 November 2000 sal die reg, titel en belang van die Eksekusieskuldenaar se eiendom verkoop word deur Jaap van Deventer Afslaaers in Eksekusie om 11H00 op die 9de Maart 2001 te Gedeelte 3 Protea Park Woonstelle, Middelburg, aan die hoogste bieder:

Gedeelte 3 van Deelplan SS459/91, Protea Park Woonstel, Registrasie Afdeling J S, Provinsie Mpumalanga, groot 72 vierkante meter, gehou kragtens Akte van Transport TL117852/99 verband BL55609/99.

1. Die eiendom sal "voetstoots" verkoop word en sonder reserwe.
 2. 10% (tien persent) van die koopprys is betaalbaar op die dag van die verkoping en die balans teen registrasie van transport.
 3. Die verdere en volledige Verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die kantoor van die Landdros te Middelburg asook die kantore van Van Deventer & Campher, 21A President Krugerstraat, Middelburg.
- Aldus gedaan en geteken te Middelburg Mpumalanga op hede hierdie 6de dag van Februarie 2001.
- C. J. Alberts, vir Van Deventer & Campher. (Verw: Mnr Alberts/ED/AA592/00.)

Saak No. 3898/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **ABSA BANK BPK, Eksekusieskuldeiser, en R. M. SHABANGU, 1ste Eksekusieskuldenaar, en N. M. SHABANGU, 2de Eksekusieskuldenaar**

Ingevolge 'n Vonnis van bogemelde Agbare Hof en 'n Lasbrief tot Uitwinning gedateer 14 Julie 1999 sal die reg, titel en belang van die Eksekusieskuldenaar se eiendom verkoop word deur die Balju om 10H00 op die 9de Maart 2001 te Landdroskantoor, Middelburg, aan die hoogste bieder:

Erf 1371, Dorpsgebied Mhluzi, Registrasie Afdeling J S, Provinsie Mpumalanga, groot 391 vierkante meter, gehou kragtens Akte van Transport TL46608/99, verband BL85666/90 BL51706/90.

1. Die eiendom sal "voetstoots" verkoop word en sonder reserwe.
 2. 10% (tien persent) van die koopprys is betaalbaar op die dag van die verkoping en die balans teen registrasie van transport.
 3. Die verdere en volledige Verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die kantoor van die Landdros te Middelburg asook die kantore van Van Deventer & Campher, 21A President Krugerstraat, Middelburg.
- Aldus gedaan en geteken te Middelburg Mpumalanga op hede hierdie 1ste dag van Februarie 2001.
- C. J. Alberts, vir Van Deventer & Campher. (Verw: Mnr Alberts/ED/AA158/99.)

Saak No. 2426/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BARBERTON GEHOU TE BARBERTON

In die saak tussen **SUIDKAAPRIER BESPROEINGSRAAD, Eiser, en HANGINGSTONE H J GENIS (EDMS) BPK, Verweerder**

Ingevolge uitspraak in die Landdroshof van Barberton en Lasbrief tot Geregtelike Verkoping gedateer die 10de dag van November 2000, die ondervermelde vaste eiendom op Woensdag, die 14de dag van Maart 2001 om 10:00, voor die Landdroskantoor, Barberton, aan die hoogste bieder geregtelik verkoop word, naamlik:

Resterende Gedeelte van die plaas Boschfontein 553, Distrik Barberton.

Gedateer die 24ste dag van Januarie 2001.

Rose-Innes, Du Preez Ing., Presidentstraat 35, Posbus 451, Barberton, 1300, Docex 2 Barberton. [Tel. (013) 712-4200, Faks (013) 712-4234.] (Verw: Mnr Liebenberg/vdb/1229.)

Saak No. 873/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITRIVIER GEHOU TE WITRIVIER

In die saak tussen **NBS BANK 'n divisie van BOE BANK BPK, voorheen bekend as NBS BOLAND BANK BPK, voorheen bekend as NBS BANK BPK, Eiser, en SESDUIM BELEGGINGS BK (CK97/05607/23), 1ste Verweerder**

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n Lasbrief vir Eksekusie gedateer 3 April 2000 sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 9 Maart 2001 om 12:00 te Witrivier Landdroskantoor (die eiendom), naamlik:

Gedeelte 1 van Erf 1137, Witrivier X9, Registrasie Afdeling J.U., Provinsie van Mpumalanga.

Verbeterings (nie gewaarborg nie): 3 slaapkamers, een en 2½ badkamers, sit-/eetkamer, studeerkamer, kombuis, motorhuis en afdak.

Verkoopsvoorwaardes

1. Die eiendom sal voetstoots aan die hoogste bieder verkoop word sonder reserwe en die verkoping sal onderhewig wees aan die bepalings en reëls van die Landdroshowewet No. 32 van 1944, soos gewysig.

2. Die verdere verkoopsvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju Witrivier van Posbus 401, Witrivier, 1240, met telefoonnommer (013) 750-0911 asook by die ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 8ste dag van Februarie 2001.

Pieter Swanepoel, vir Swanepoel & Vennote, Prokureurs vir Eiser, per adres J. L. Kruger, Beersrust 53, Witrivier, Posbus 1300, Nelspruit, 1200. (Tel. 753-2401, Faks 755-1017.) (Verw: Pieter Swanepoel/Debbie/JN0207.)

Saak No. 3302/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITRIVIER GEHOU TE WITRIVIER

**In die saak tussen NBS 'n divisie van BOE BANK BPK, voorheen bekend as NBS BANK BPK, Eiser, en
JAN FREDERIK DELAREY KOEKEMOER, Verweerder**

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n Lasbrief vir Eksekusie gedateer 10 November 2000 sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 9 Maart 2001 om 12:00 te Witrivier Landdroskantoor (die eiendom), naamlik:

Erf 177 in die dorpsgebied Numbipark, Registrasie Afdeling J. U., Provinsie van Mpumalanga.

Verbeterings (nie gewaarborg nie): 2 slaapkamers, 2 badkamers, sit-/eetkamer, kombuis.

Verkoopsvoorwaardes

1. Die eiendom sal voetstoots aan die hoogste bieder verkoop word sonder reserwe en die verkoping sal onderhewig wees aan die bepalings en reëls van die Landdroshowewet No. 32 van 1944, soos gewysig.

2. Die verdere verkoopsvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju Witrivier van Posbus 401, Witrivier, 1240, met telefoonnommer (013) 750-0911, asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 8ste dag van Februarie 2001.

Pieter Swanepoel, vir Swanepoel & Vennote, Prokureurs vir Eiser, per adres J. L. Kruger, Beersrust 53, Witrivier, Posbus 1300, Nelspruit, 1200. (Tel. 753-2401, Faks 755-1017.) (Verw: Pieter Swanepoel/Debbie/JN0387.)

Saak No. 919/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITRIVIER GEHOU TE WITRIVIER

**In die saak tussen BOE BANK BPK voorheen bekend as NBS BOLAND BANK BPK, voorheen bekend as NBS BANK
BPK, Eiser, en FRANCO FACONDINI, 1ste Verweerder, en SUSARA JACOBA FACONDINI, 2de Verweerder**

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n Lasbrief vir Eksekusie gedateer 8 Junie 1998 sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag 9 Maart 2001 om 12:00 te Landdroskantoor van Witrivier, naamlik:

Erf 125, geleë in die dorpsgebied van Numbipark, Registrasie Afdeling J.U., Provinsie van Mpumalanga.

Verbeterings (nie gewaarborg nie).

Verkoopsvoorwaardes

1. Die eiendom sal voetstoots aan die hoogste bieder verkoop word sonder reserwe en die verkoping sal onderhewig wees aan die bepalings en reëls van die Landdroshowewet No. 32 van 1944, soos gewysig.

2. Die verdere verkoopsvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju Witrivier van Posbus 401, Witrivier, 1240, met telefoonnommer (013) 751-1452 asook by die ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 8ste dag van Februarie 2001.

Pieter Swanepoel, vir Swanepoel & Vennote, Prokureurs vir Eiser, p/a J. L. Kruger, Beersrust 53, Witrivier, Posbus 1300, Nelspruit. (Tel 753-2401, Faks 755-1017.) (Verw: Pieter Swanepoel/Debbie/JN0272.)

Saak No. 3805/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ERMELO GEHOU TE ERMELO

In die saak tussen E. MANGO, Elser, en LOFANA ELPHAS SITHOLE, Verweerder

Ingevolge 'n Vonnis gelewer op 29 Oktober 1997, in die Ermelo Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op Vrydag 16 Maart 2001 om 10h00 te Landdroskantoor, Jan van Riebeeckstraat, Ermelo, aan die hoogste bieder:

Beskrywing: Erf met verbeterings.

Erfnommer: Erf 2733, Wesselton, Registrasie Afdeling I.T., Mpumalanga.

Grootte: 379 m².

Eiendomsadres: Stand 2733, Klipbou, Wesselton, Ermelo.

Verbeterings: Erf met verbeterings.

Soos gehou deur die skuldenaar kragtens Akte van Transport nommer TL50490/1999.

1. Die verkoping sal onderhewig wees aan die voorwaardes van die Landdroshofwet en die reëls gepaardgaande.
2. Die Koper moet die koopprys met 'n bankgewaarborgde tjek of met kontant betaal op die dag van verkoping. Indien die Koper finansiering ontvang vanaf 'n finansiële instansie, moet die Koper op die dag van verkoping, geskrewe bewys lewer vanaf die genoemde finansiële instansie dat die Koper kwalifiseer vir 'n lening. Die leningsbedrag mag nie minder wees as die koopbedrag.

3. Die Koper sal aanspreeklik wees vir enige rente aan die Eksekusieskuldeiser vanaf die koopdatum, tot datum van registrasie, soos uiteengesit in die verkoopsvoorwaardes.

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

Die volle voorwaardes kan verkry word by die kantore van die Balju van die Ermelo Landdroshof.

Gedateer te Ermelo op hede die 5de dag van Februarie 2001.

M. A. de Bruyn, vir André de Bruyn Prokureurs, Jan van Riebeeckstraat 14A, Posbus 43, Ermelo, 2350.
(Verw: Mnr de Bruyn/TH/Z.01948.)

Saak No. 6635/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen BOE BANK BEPERK h/a NBS, Elser, en STEVE SLATER, Verweerder

Geliewe kennis te neem dat die ondergenoemde eiendom na aanleiding van 'n vonnis wat in bogemelde saak op 20 November 1997 toegestaan is, op 9 Maart 2000 om 11h30 te die betrokke perseel, naamlik:

Erf 1175, geleë in die dorpsgebied Reyno Rif Uitbreiding 4, Witbank in Eksekusie verkoop sal word ooreenkomstig die verkoopsvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Sekere: Erf 1175, geleë in die dorpsgebied Reyno Rif Uitbreiding 4, Registrasie Afdeling J.S., Transvaal.

Groot: 1 125 (een duisend een honderd vyf en twintig) vierkante meter.

Gehou: Gehou deur die Verbandgewer kragtens Akte van Transport T89926/94.

Straatadres: Aquariusstraat 31, Reyno Rif Uitbreiding 4, Witbank.

Eiendom is as volg verbeter: Woonhuis met oopplan sit- en eetkamer, kombuis, 3 slaapkamers, 2 badkamers, motorhuis en buitegeboue.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan Artikel 66 (2) van Wet 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% by sluiting van die verkoping en die balans is betaalbaar binne 30 (dertig) dae vanaf datum van verkoping. Die Koper moet binne genoemde period of die kontantgeld betaal, of 'n goedgekeurde Waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word "voetstoots" verkoop.

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

Geteken te Witbank op hierdie 22ste dag van Januarie 2001.

Van Rensburg Kruger & Rakwena Ing., Bothalaan 29A, h/v Bothalaan & Lukinstraat, Witbank, Posbus 5, Witbank, 1035.
[Tel. (013) 656-3800.] (Verw: Me Davel/mo/N461.)

Saak No. 11/99

IN DIE LANDDROSHOF VIR DIE DISTRIK WAKKERSTROOM GEHOU TE WAKKERSTROOM

In die saak tussen PLAASLIKE RAAD WAKKERSTROOM, Eksekusieskuldeiser, en Z J MLAMBO, Eksekusieskuldenaar

Geliewe kennis te neem dat die ondergemelde eiendomme op 15 Maart 2001 om 11H00, voor die Landdroskantoor, Wakkerstroom, in Eksekusie verkoop sal word ooreenkomstig die verkoopsvoorwaardes wat ter insae sal lê by die Landdroskantoor, Wakkerstroom, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Erf 406, geleë in die dorp Marthinus Wessel Stroom, Registrasie Afdeling HT, Mpumalanga, geleë te Wallisstraat 406, Wakkerstroom.

Die eiendom is onverbeter.

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

Geteken te Volksrus op hierdie 6de dag van Februarie 2001.

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

Saak No. 76/99

IN DIE LANDDROSHOF VIR DIE DISTRIK WAKKERSTROOM GEHOU TE WAKKERSTROOM

In die saak tussen PLAASLIKE RAAD WAKKERSTROOM, Eksekusieskuldeiser, en C M VAN WYK, Eksekusieskuldenaar

Geliewe kennis te neem dat die ondergemelde eiendomme op 15 Maart 2001 om 11H00, voor die Landdroskantoor, Wakkerstroom, in Eksekusie verkoop sal word ooreenkomstig die verkoopsvoorwaardes wat ter insae sal lê by die Landdroskantoor, Wakkerstroom, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

1. Erf 494, geleë in die dorp Marthinus Wessel Stroom, Registrasie Afdeling HT, Mpumalanga, geleë te Schefferstraat 494, Wakkerstroom, die eiendom is onverbeter.

2. Erf 495, geleë in die dorp Marthinus Wessel Stroom, Registrasie Afdeling HT, Mpumalanga, geleë te Schefferstraat 495, Wakkerstroom, die eiendom is verbeter met 'n bewoonbare woonhuis.

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

Geteken te Volksrust op hierdie 6de dag van Februarie 2001.

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

Saak No. 512/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN DELMAS GEHOU TE DELMAS

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en SHORTY ALBERT SIBANGONI, Eksekusieskuldenaar

Ter uitwinning van 'n vonnis gevel deur die bogenoemde Agbare Hof op 24 Maart 1997 en 'n Lasbrief vir Eksekusie teen onroerende goed, sal die ondervermelde onroerende eiendom van die Eksekusieskuldenaar in eksekusie verkoop word deur die Balju van die Landdroshof, Delmas, op Vrydag, 2 Maart 2001 om 09:00, te die Landdroskantoor, Delmas, voetstoots en aan die hoogste bieder op die voorwaardes wat deur die Balju van die Landdroshof gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju voor die verkoping ter insae sal lê:

Onroerende eiendom: Gedeelte 143 van Erf 1285, Delmas Uitbreiding 4 Dorpsgebied.

Groot: 331 (driehonderd een en dertig) vierkante meter.

Gehou kragtens Akte van Transport T53603/93.

Terme: 10% van die koopprijs in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport met 'n Bank of Bougenootskap of ander aanneembare waarborg binne 21 dae vanaf datum van die verkoping verskaf word. Eksekusiekoste is betaalbaar deur die Koper.

Gedateer te Delmas hierdie 5de dag van Februarie 2001.

A. C. M. Pieterse, vir Ansie Pieterse Prokureur, Prokureur vir Eksekusieskuldeiser, Vierdestraat 26, Delmas, 2210.
(Verw. mev. Pieterse/adj/A14.)

Case No. 512/96

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and SHORTY ALBERT SIBANGONI, Execution Debtor

In execution of a judgment of the Magistrate's Court of Delmas dated 24 March 1997, in the abovementioned suit, a sale in execution, of the undermentioned immovable property of the Execution Debtor, will be held by the Sheriff of the Magistrate's Court of Delmas on Friday, 2 March 2001, at 09:00, at the Magistrate's Court of Delmas on the conditions to be read out by the Sheriff which conditions lie for inspection at the Sheriff's Offices, prior to the sale:

Immovable property: Portion 143 of Erf 1285, Delmas Extension 4.

Size: 331 (three hundred and thirty one) square metres.

Held under Deed of Transport T53603/93.

Dated at Delmas this 5th day of February 2001.

A. C. M. Pieterse, for Ansie Pieterse Attorney, Attorney for Execution Creditor, 26 Fourth Street, P O Box 687, Delmas, 2210. (Ref. Mrs Pieterse/adj/A14.)

Saak No. 15265/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

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

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika (TPA), en 'n lasbrief gedateer 19 Julie 2000, sal die volgende eiendom verkoop word in eksekusie op 16 Maart 2001 om 10:00, te Kamer Nr. 83, Landdroskantore, Markstraat, Bethal, nl.:

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

Verkoopvoorwaardes:

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

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

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

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

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

Saak No. 12518/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en EMIAS KEHLANE MKATSHWA, Vonnisskuldenaar

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika (TPA), en 'n lasbrief gedateer 22 Junie 2000, sal die volgende eiendom verkoop word in eksekusie op 5 Maart 2001 om 10:00, te Landdroshof, Kabokweni, nl.:

Site 1670, dorpsgebied Kabokweni, distrik Nsikazi, geleë te Huis 1670, Kabokweni, Nsikazi, groot 533 vkm.

Verkoopvoorwaardes:

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

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Woning.

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

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

Smith-Smith, Vonnisskuldeiser Prokureurs, Longstraat 26A, Kempton Park; Posbus 3003, Kempton Park, 1620. [Tel. (011) 975-8104.] (Verw. mev. C. Smith/ES/A2319.)

Saak No. 268/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en BRIAN TREVOR ALIPHON, Eerste Vonnisskuldenaar, en NOLEEN SHERILEEN ALIPHON, Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika (TPA), en 'n lasbrief gedateer 5 Februarie 1999, sal die volgende eiendom verkoop word in eksekusie op 16 Maart 2001 om 09:00, te Allenbystraat 13, Witbank X1, nl.:

Erf 373, Witbank X1 dorpsgebied, geleë te Allenbystraat 13, X1 Witbank, groot 1 071 vkm.

Verkoopvoorwaardes:

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

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Sitkamer, eetkamer, gesinskamer, badkamer, wasbank, kombuis, 2 motorhuise, bediendekamer, buite toilet en stoorkamer.

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

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

Smith-Smith, Vonnisskuldeiser Prokureurs, Longstraat 26A, Kempton Park; Posbus 3003, Kempton Park, 1620. [Tel. (011) 975-8104.] (Verw. mev. C. Smith/ES/A2348.)

Case No. 24850/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and BADENHORST, ALAN EDWARD, Defendant

A sale in execution will be held on Friday, 9 March 2001 at 11h00, by the Sheriff for Middelburg in front of the Magistrate's Office, President Kruger Street, Middelburg, of:

Erf 2098, Middelburg Extension 8 Township, Registration Division J.S., Province Mpumalanga, in extent 2 093 (two thousand and ninety three) square metres, known as 21 Jan Cilliers Street, Golfsig Extension 8, Middelburg.

Particulars are not guaranteed:

Dwelling: Entrance hall, lounge, dining room, family room, study room, 4 bedrooms, bathroom/shower/toilet, separate toilet, bathroom/shower, kitchen and scullery. *Outside buildings:* 2 garages, servant room, bathroom/shower/toilet and store-room.

Inspect conditions at the office of the Sheriff, Middelburg, 17 Sering Street, Middelburg.

D Beukes, MacRobert Inc. (Tel. 339-8311.) (Ref. N1C/603223/JAA/A du Preez.)

Saak No. 9140/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen ABSA BANK BEPERK, Eiser, en ROYI MOSES TLHAKWANE, 1ste Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 18/01/2001, sal die eiendom hieronder genoem verkoop word in eksekusie op 14/03/2001 om 12h00, by Balju Kantore, Rotterdamstraat 5, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, 2 slaapkamers, badkamer en kombuis.

Eiendom: Erf 4694, Embalenhle Extension 9, Registrasie Afdeling I.S., Mpumalanga, groot 468 (vier ses agt) vierkante meter, gehou kragtens Akte van Transport T66646/95, geleë te Stand 4694, Embalenhle.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander.

Die belangrikste voorwaardes daarin vervat is:

Dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op 12 Februarie 2001.

S W P de Waal, vir Cronje, De Waal & Van der Merwe Ingelyf, Cronje De Waal & Van der Merwe Gebou, Posbus 48, Secunda, 2302. (Verwys. SWP de Waal/MN/A2584.)

Saak No. 6782/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

**In die saak tussen ABSA BANK BEPERK, Eiser, en OCKER MACHIEL BAREND STEYN, 1ste Verweerder, en
MAGDA STEYN, 2de Verweerder**

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 16/11/2000, sal die eiendom hieronder genoem verkoop word in eksekusie op 12/03/2001 om 09h00, by Tugelastraat 53, Secunda, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, TV kamer, 3 slaapkamers, 2 badkamers, kombuis en motorhuis met afdak. Gesinswoning met netjiese tuin.

Eiendom: Erf 4911, Secunda Uitbreiding 12, Registrasie Afdeling I.S., Mpumalanga, groot 1 154 (een een vyf vier) vierkante meter, gehou kragtens Akte van Transport T127328/99, geleë te Tugelastraat 53, Secunda.

'n Netjiese gesinswoning op 'n pypsteel erf.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geïnspekteer kan word by die kantore van die Afslaers, Cronje De Waal & Van der Merwe Afslaers BK, Cronje De Waal & Van der Merwe Gebou, Secunda en by die kantore van Balju, Evander. Die eiendom sal verkoop word aan die hoogste bieder vir kontant.

Gedateer te Secunda op 12 Februarie 2001.

S W P de Waal, vir Cronje, De Waal & Van der Merwe Ingelyf, Cronje De Waal & Van der Merwe Gebou, Posbus 48, Secunda, 2302. (Verwys. SWP de Waal/MN/A2539.)

Case No. 106/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PILGRIM'S REST HELD AT GRASKOP

**In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and
C WESSELS & M J WESSELS, Defendants**

Pursuant to a judgment granted by the above Honourable Court and a warrant of execution dated 21 August 2000, the undermentioned property will be sold on Friday, 9 March 2001 at 10:00 in front of the Magistrate's Court, Graskop, to the highest bidder:

Erf 152, Graskop Township, Registration Division KT, Province Mpumalanga; and

Erf 153, Graskop Township, Registration Division KT, Province Mpumalanga.

Terms and conditions:

1. 10% (ten per cent) to the purchase price to be paid on the date of sale and the balance together with interest at 14,50% (fourteen comma five nul) per annum to be paid or secured by an approved bank or society guarantee within 21 (twenty one) days of the date of sale.

2. The property shall be sold to the highest bidder, without reserve, "voetstoots" and subject to the Magistrate's Court Act, 1944 and subject to the mortgage approval and subject to the Title Deed.

3. The complete conditions of sale may be inspected at the office of the Sheriff of the Court, Graskop.

Dated at Sabie on the 16th day of January 2001.

D J van Rensburg, for D J van Rensburg Attorney, Attorneys for Plaintiff, 49 Main Street, Sabie, 1260. (Tel. 013 7641103/4.) (Ref. DJVR/af/AE0329.)

To: Clerk of the Court, Graskop.

Saak No. 7782/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen ABSA BANK BEPERK, Eiser, en FREDDY PHILIPUS SAUNDERS, 1ste Verweerder, en MUREEN BURNETTA VAN DER WALT, 2de Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 20/11/2000, sal die eiendom hieronder genoem verkoop word in eksekusie op 12/03/2001 om 10h00, by Tamboetie Straat 19, Kinross, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, 3 slaapkamers, badkamer, kombuis en motorhuis.

Eiendom: Erf 1291, Kinross Uitbreiding 12 dorpsgebied, Registrasie Afdeling I.S., Mpumalanga, groot 991 (nege nege een) vierkante meter, gehou kragtens Akte van Transport T3451/99, geleë te Tamboetie Straat 19, Kinross.

Bogemelde eiendom is die eiendom van die Verweerders en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geïnspekteer kan word by die kantore van die Afslaaers, Cronje De Waal & Van der Merwe Afslaaers BK, Cronje De Waal & Van der Merwe Gebou, Secunda en by die kantore van Balju, Evander. Die eiendom sal verkoop word aan die hoogste bieder vir kontant.

Gedateer te Secunda op 7 Februarie 2001.

S W P de Waal, vir Cronje, De Waal & Van der Merwe Ingelyf, Cronje De Waal & Van der Merwe Gebou, Lurgi Plein, Posbus 48, Secunda, 2302. (Verwys. SWP de Waal/MN/A2470.)

Case No. 703/2000

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and MOSIA: J, Execution Debtor

Pursuance of a Judgment in the above Honourable Court and a Warrant of Execution the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Delmas, on Thursday, the 8th day of March 2001 at 10H00, at the Magistrate's Court, Dolomite Street, Delmas, without reserve to the highest bidder:

Certain: Erf 1017, Delmas Ext 4 Township, Registration Division I.R., Mpumalanga, also known as 1017 Oak Street, *Delmas Ext 4.

Measuring: 983 (square metres).

Held by: Deed of Transfer Number T10753/97.

The following improvements on the property are reported, though in this regard nothing is guaranteed:

Main building: Brick building under iron roof consisting of lounge, kitchen, 3 bedrooms, bathroom/toilet.

Outbuildings: Property is fenced in.

Sundries: Nil.

Material conditions of sale:

1. The property shall be sold without reserve and to the highest bidder, subject to the existing conditions of title and the provisions of the Magistrate's Court Act.

2. The Purchaser shall be obliged to pay a deposit of 10% (ten percent) of the purchase price as well as the Sheriff's commission in cash on the date of the sale and the balance plus interest at the prescribed rate against Transfer is to be secured by a Bank Guarantee approved by the Execution Creditor's Attorney and furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The full Conditions of Sale which may be read out immediately prior to the Sale can be inspected at the office of the Sheriff of the Magistrate's Court, Delmas.

Dated at Springs this 6th day of February 2001.

I. de Wet, for Bennett McNaughton & Jansen, Attorneys for Execution Creditor, Prudentia Building, 65, Fifth Street, Springs. (Tel. 812-1525.)

Saak No. 1657/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en L C SINDEN, Verweerder

Ingevolge 'n Vonnis toegestaan in die Landdroshof van Witbank en 'n Lasbrief vir Eksekusie gedateer 16 April 1998 sal die vaste eiendom hierin genoem, in eksekusie verkoop word by die perseel self op Vrydag, die 16de dag van Maart 2001 om 8H30:

Eiendom beskrywing: Erf 1919, Witbank Uitbreiding 10, Registrasie Afdeling J S, Provinsie Mpumalanga, groot 1 175 vierkante meter.

Fisiese adres: Ben Viljoenstraat 7, Uitbreiding 10, Witbank.

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

Woonhuis en buitegeboue.

Geen van die verbeterings word gewaarborg nie.

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

Gedateer te Witbank op hierdie 7de dag van Februarie 2001.

Van Heerden & Brummer Ing., Prokureurs vir Eiser, hoek van President- en Plumerstraat (Privaatsak X7286), Witbank, 1035. [Tel. (013) 656-1621.] (Verw. mev. Vd Nest 15220.)

**NORTHERN CAPE
NOORD-KAAP**

Saak No. 40396/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen DIE NASIONALE MOTORYWERHEIDSBEDINGINGSRAAD, Eiser, en
P S BESTER, h/a WINWAY MOTORS, Verweerder**

Ingevolge 'n Vonnis gelewer op 29 Maart 2000 in die Bloemfontein Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die eiendomme hieronder beskryf in eksekusie verkoop op 15 Maart 2001 om 10h00, te die Landdroskantoor, Kimberley, aan die hoogste bieder:

Sekere Erf Nr 17, geleë te Richie, Noord-Kaap Provinsie, grootte 4,9965 hektaar, en sekere Erf Nr 18, geleë te Richie, Noord-Kaap Provinsie, grootte 5,3533, hektaar gehou kragtens Transportakte Nr. T6557/96.

Die Koper moet afslaaersgelde, BTW, asook 10% van die koopprijs in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprijs 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, Kimberley, nagesien word.

Geteken te Bloemfontein op hierdie 5de dag van Februarie 2001.

McIntyre & Van der Post, Eiser se Prokureur, Barnesstraat 12, Posbus 540, Bloemfontein.

Saak No. 209/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITSTOWN GEHOU TE BRITSTOWN

**In die saak tussen SAAMBOU BANK, Eiser, en CLIFFORD ALVA LARKAN, Eerste Verweerder,
en PHILIPINA WILLEMINA JOHANNA LARKAN, Tweede Verweerder**

Kragtens 'n uitspraak van die Hof van die Landdros, Britstown, op die 27ste dag van November 2000, en Lasbrief vir Eksekusie, sal die volgende eiendom in eksekusie verkoop word op Vrydag, die 16de dag van Maart 2001 om 11h00, voor die Landdroskantoor te Britstown, deur die Balju, De Aar, aan die persoon wat die hoogste aanbod maak, naamlik:

Restant van Erf 3, Britstown, geleë in die Munisipaliteit en Afdeling Britstown, Provinsie Noord-Kaap, beter bekend as Richmondstraat 5, Britstown, groot 337 (driehonderd sewe en dertig) vierkante meter, gehou kragtens Transportakte Nr. T42289/1992.

Onderworpe aan Verbandakte Nr. B75512/1994, ten gunste van Saambou Bank.

Die verkoopsvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, De Aar.

Geteken te Kimberley op hierdie 5de dag van Februarie 2001.

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

Case No. 8903/2000

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and
ANITA GROBLER, Execution Debtor**

In pursuance of a Judgment in the Court of the Magistrate of Kimberley and a Writ of Execution dated 20 September 2000, the undermentioned property will be sold in execution to the highest bidder in front of the Magistrate Court, Kimberley, on Thursday, 8 March 2001 at 10h00:

Certain Erf 491, situate in the City and District of Kimberley, Northern Cape Province, measuring 898 square metres, held by Deed of Transfer T1680/1996 (also known as 2 Lodre Road, Belgravia, Kimberley).

The improvements consist of a single detached dwelling house with 4 bedrooms, 2 bathrooms, kitchen, lounge and 1 other room, but nothing is guaranteed.

Ten percent of the purchase price together with Value Added Tax thereon, where applicable, and Auctioneer's charges together with Value Added Tax on such charges payable in cash on the date of the sale; the balance of the purchase price together with Value Added Tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The Conditions of Sale may be inspected during office hours at the office of the Sheriff of Kimberley and will be read out immediately prior to the sale.

J A C Swanepoel, for Duncan & Rothman, Plaintiff's Attorneys, Permanent Building, Jones Street, Kimberley.

Saak No. 9809/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen THE MUNICIPALITY OF KIMBERLEY, Eiser, en DOREEN'S RDA, Verweerder

Kragtens 'n Vonnis en Lasbrief vir Uitwinning van bogemelde Agbare Hof gedateer die 25ste November 1999, sal die ondergemelde onroerende eiendom per publieke veiling verkoop word op Donderdag, die 15de dag van Maart 2001 om 10h00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopsvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke Verkoopsvoorwaardes geïnspekteer kan word by die kantore van die Balju van Kimberley en by die kantore van die Prokureurs wat namens die Eiser optree, die eiendom synde:

Sekere Erf Nommer 5712, Galeshewe, Kimberley, geleë in die Registrasie Afdeling van Kimberley, Provinsie van die Noord-Kaap, groot 398 vierkante meter, gehou kragtens Transport Akte Nr. TE2754/1993, ook bekend as Phutanestraat 34, Galeshewe, Kimberley.

Voorwaardes:

1. Betaling van 10% van die Koopprijs in kontant op datum van veiling, en die balans betaalbaar teen registrasie van transport op die naam van die Koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare Bank of Bouvereniging waarborg wat binne 10 (tien) dae na die datum van die veiling verskaf moet word.

2. Afslaerskommissie teen 5% van die bruto verkoopprijs is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Geteken te Kimberley op hierdie 25ste dag van Januarie 2001.

C. Karamanolis en Genote, Roperstraat 1A, Kimberley. (Verw. CK/KK0194.)

Saak No. 3359/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **THE MUNICIPALITY OF KIMBERLEY, Eiser, en J. DANIELS, Verweerder**

Kragtens 'n Vonnis en Lasbrief vir Uitwinning van bogemelde Agbare Hof gedateer die 20ste April 2000, sal die ondergemelde onroerende eiendom per publieke veiling verkoop word op Donderdag, die 15de dag van Maart 2001 om 10h00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopsvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke Verkoopsvoorwaardes geïnspekteer kan word by die kantore van die Balju van Kimberley en by die kantore van die Prokureurs wat namens die Eiser optree, die eiendom synde:

Sekere Erf Nommer 20576, Kimberley, geleë in die Registrasie Afdeling van Kimberley, Provinsie van die Noord-Kaap, groot 335 vierkante meter, gehou kragtens Transport Akte Nr. T5121/1993, ook bekend as Papegaaistraat 32, Roodepan, Kimberley.

Voorwaardes:

1. Betaling van 10% van die Koopprijs in kontant op datum van veiling, en die balans betaalbaar teen registrasie van transport op die naam van die Koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare Bank of Bouvereniging waarborg wat binne 10 (tien) dae na die datum van die veiling verskaf moet word.

2. Afslaerskommissie teen 5% van die bruto verkoopprijs is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Geteken te Kimberley op hierdie 25ste dag van Januarie 2001.

C. Karamanolis en Genote, Roerstraat 1A, Kimberley. (Verw. CK/KK0279.)

Saak No. 2692/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK GORDONIA GEHOU TE UPINGTON

In die saak tussen **ABSA BANK BEPERK, Eiser, en KATIE GLADYS CHRISTIAANS, Verweerder**

Ingevolge 'n Uitspraak van bogemelde Agbare Hof en 'n Lasbrief vir Eksekusie en beslaglegging gedateer 7 Desember 2000, sal die ondergemelde eiendom in Eksekusie verkoop word op Woensdag, die 7de Maart 2001 om 10h00 die voormiddag, te die Landdroskantoor, Schröderstraat, Upington, deur die Balju, Upington, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 2849, Upington (ook bekend as Keimoesstraat No. 40), geleë in die dorpsuitbreiding 12, Munisipaliteit Upington, Afdeling Gordonia, Provinsie Noord-Kaap, groot 892 (agthonderd twee en negentig) vierkante meter, gehou kragtens Akte van Transport T1081/1992.

Onderworpe aan Verband B1018/1992, ten gunste van ABSA Bank Beperk.

Voorwaardes van verkoping:

Die Verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae by die Eksekusieskuldeiser se prokureur en by die Balju se kantore te Vooruitstraat 11, Upington, en is die belangrikste voorwaardes daarin vervat, die volgende:

1. Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

2. Die koper sal onmiddellik nadat die bod op hom toegeslaan is, 'n deposito van 10% van die koopprijs in kontant aan die Balju betaal en sal die balans koopprijs plus rente betaalbaar wees by registrasie van Transport in die naam van die Koper. Die Koper sal binne 14 (veertien) dae na datum van die verkoping aan die Balju 'n bank of 'n ander aanvaarbare waarborg verstrek wat deur die Eksekusieskuldenaar se prokureurs goedgekeur moet word.

Geteken te Upington op hierdie 23ste dag van Januarie 2001.

Lange Joubert Carr & Blaauw, Prokureurs vir Eksekusieskuldeiser, Posbus 6, Upington, 8800. [Tel. (053) 332-1135.]

Saak No. 2690/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK GORDONIA GEHOU TE UPINGTON

In die saak tussen **FIRSTRAND BANK BEPERK, Eiser, en D M C NEL, Verweerder**

Ingevolge 'n Uitspraak van bogemelde Agbare Hof en 'n Lasbrief vir Eksekusie en beslaglegging gedateer 23 Oktober 2000, sal die ondergemelde eiendom in Eksekusie verkoop word op Woensdag, die 7de Maart 2001 om 11h00 die voormiddag, te die Landdroskantoor, Schröderstraat, Upington, deur die Balju, Upington, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere:

1. Perseel 11, Olyvenhoutsdrifnederstelling, geleë in die Afdeling Kenhardt, Provinsie Noord-Kaap, groot 6,0399 (ses komma nul drie nege nege) hektaar.

2. Perseel 12, Olyvenhoutsdrifnederstelling, geleë in die Afdeling Kenhardt, Provinsie Noord-Kaap, groot 5,4758 (vyf komma vier sewe vyf agt) hektaar.

3. Perseel 268, Olyvenhoutsdrifnederstelling, geleë in die Afdeling Kenhardt, Provinsie Noord-Kaap, groot 4 461 (vier duisend vier honderd een en sestig) vierkante meter.

4. Perseel 269, Olyvenhoutsdrifnederstelling, geleë in die Afdeling Kenhardt, Provinsie Noord-Kaap, groot 4 461 (vier duisend vier honderd een en sestig) vierkante meter.

5. Perseel 536, Olyvenhoutsdrifnederstelling, geleë in die Afdeling Kenhardt, Provinsie Noord-Kaap, groot 1 487 (een duisend vier honderd sewe en tagtig) vierkante meter.

6. Perseel 581, Olyvenhoutsdrifnederstelling, geleë in die Afdeling Kenhardt, Provinsie Noord-Kaap, groot 3,2087 (drie komma twee nul agt sewe) hektaar.

7. Perseel 656, Olyvenhoutsdrifnederstelling, geleë in die Afdeling Kenhardt, Provinsie Noord-Kaap, groot 3 996 (drie duisend nege honderd ses en negentig) vierkante meter.

8. Perseel 736, Olyvenhoutsdrifnederstelling, geleë in die Afdeling Kenhardt, Provinsie Noord-Kaap, groot 3,0354 (drie komma nul drie vyf vier) hektaar. Gehou kragtens Transportakte Nr. T12942/1979.

9. Perseel 270, Olyvenhoutsdrifnederstelling, geleë in die Afdeling Kenhardt, Provinsie Noord-Kaap, groot 4 461 (vierduisend een en sestig) vierkante meter.

Onderworpe aan Verband B70151/96 & B3329/99 ten gunste van Firstrand Bank Beperk.

Gehou kragtens Akte van Transport Nr. T12942/1979.

Voorwaardes van verkoping:

Die Verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae by die Eksekusieskuldeiser se prokureur en by die Balju se kantore te Vooruitstraat 11, Upington, en is die belangrikste voorwaardes daarin vervat, die volgende:

1. Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

2. Die koper sal onmiddellik na die bod op hom toegeslaan is, 'n deposito van 10% van die koopprys in kontant aan die Balju betaal en sal die balans koopprys plus rente betaalbaar wees by registrasie van Transport in die naam van die Koper. Die Koper sal binne 14 (veertien) dae na datum van die verkoping aan die Balju 'n bank of 'n ander aanvaarbare waarborg verstrek wat deur die Eksekusieskuldenaar se prokureurs goedgekeur moet word.

Geteken te Upington op hierdie 23ste dag van Januarie 2001.

Lange Joubert Carr & Blaauw, Prokureurs vir Eksekusieskuldeiser, Posbus 6, Upington, 8800. [Tel. (053) 332-1135.]

Saak No. 941/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen DIE STANDARD BANK VAN SA BPK, Eiser, en DANIEL BROUERS, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Noord-Kaapse Afdeling), in bgemelde saak, sal 'n verkoping gehou word te die Landdroskantoor, Douglas, op Woensdag, die 7de dag van Maart 2001 om 10h00 van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduatslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju, Douglas te Kerkstraat 23, Hopetown, voor die verkoping ter insae sal lê:

"Erf 1483 (Gedeelte van Erf 1474), Douglas, geleë in die dorp Douglas, Distrik Herbert, groot 434 (vierhonderd vier en dertig) vierkante meter, gehou kragtens Transportakte T5005/1994" (ook bekend as 1483 Breipaal, Breipaal, Douglas).

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee kan word nie: Woonhuis met sitkamer, badkamer, 3 slaapkamers en kombuis.

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

Vendukoste betaalbaar op die dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R30 000,00 (dertig duisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R7 000,00 (seweduusend rand). Minimum fooi R300,00 (driehonderd rand).

Gedateer te Kimberley op hierdie 5de dag van Februarie 2001.

Haarhoffs Ing, Eiser se Prokureurs, NBS Gebou, Jonesstraat 60/64, Kimberley. (Verw.: Mnr. Horn/LH.)

Saak No. 728/00

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Noord-Kaapse Afdeling)

**In die saak tussen DIE STANDARD BANK VAN SA BPK, Eiser, en LINO MORAIS, Eerste Verweerder,
en MARIA DA CONCEICAO JOSE MORAIS, Tweede Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Noord-Kaapse Afdeling), in bogemelde saak, sal 'n verkoping gehou word te die Landdroskantoor, Jordaanstraat, Postmasburg, op Woensdag, die 7de dag van Maart 2001 om 10h00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor CM de Bruyn & Vennote, 18 Randjiesstraat, Postmasburg, voor die verkoping ter insae sal lê:

"Sekere Erf 3950, geleë in die Dorp Postmasburg, Distrik Hay, Provinsie Noord-Kaap, groot 504 (vyfhonderd en vier) vierkante meter, gehou kragtens Transportakte Nr. T5564/1996" (ook bekend as 12 Butterflystraat, Carnation, Postmasburg).

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee kan word nie: Woonhuis met sitkamer, badkamer, 3 slaapkamers en kombuis.

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

Vendukoste betaalbaar op die dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R30 000,00 (dertig duisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R7 000,00 (seweduisend rand). Minimum fooi R300,00 (driehonderd rand).

Gedateer te Kimberley op hierdie 5de dag van Februarie 2001.

Haarhoffs Ing, Eiser se Prokureurs, NBS Gebou, Jonesstraat 60/64, Kimberley. (Verw.: Mnr. Horn/LH.)

Saak No. 4538/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen THE MUNICIPALITY OF KIMBERLEY, Eiser, en H. A. FEDER, Verweerder

Kragtens 'n Vonnis en Lasbrief vir Uitwinning van bogemelde Agbare Hof gedateer die 29ste Junie 1999, sal die ondergemelde onroerende eiendom per publieke veiling verkoop word op Donderdag, die 15de dag van Maart 2001 10h00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke Verkoopvoorwaardes geïnspekteer kan word by die kantore van die Balju van Kimberley en by die kantore van die Prokureurs wat namens die Eiser optree, die eiendom synde:

Sekere Erf Nommer 4711, Kimberley, geleë in die Registrasie Afdeling van Kimberley, Provinsie van die Noord-Kaap, groot 1 013 vierkante meter, gehou Transport Akte Nr. T1200/1991, ook bekend as Meiringstraat 3, Kimberley.

Voorwaardes:

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

2. Afslaerskommissie teen 5% van die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Geteken te Kimberley op hierdie 31ste dag van Januarie 2001.

C. Karamanolis en Genote, Roperstraat 1A, Kimberley. (Verw. CK/KK0124.)

Saak No. 2474/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen THE MUNICIPALITY OF KIMBERLEY, Eiser, en C. S. HERMANUS, Verweerder

Kragtens 'n vonnis en lasbrief vir uitwinning van bogemelde Agbare Hof gedateer die 28ste Maart 2000, sal die ondergemelde onroerende eiendom per publieke veiling verkoop word op Donderdag, die 15de dag van Maart 2001 om 10h00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopvoorwaardes geïnspekteer kan word by die kantore van die Balju van Kimberley en by die kantore van die Prokureurs wat namens die Eiser optree, die eiendom synde:

Sekere Erf Nommer 6950, Galeshewe, Kimberley, geleë in die Registrasie Afdeling van Kimberley, Provinsie van die Noord-Kaap, groot 1 110 vierkante meter, gehou Transport Akte Nr. T694/1991, ook bekend as Veldstraat 5, Kimberley.

Voorwaardes:

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

2. Afslaerskommissie teen 5% van die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Geteken te Kimberley op hierdie 31ste dag van Januarie 2001.

C. Karamanolis en Genote, Roperstraat 1A, Kimberley. (Verw. CK/KK0248.)

Case No. 4142/96

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

In the matter between ABSA BANK BPK., Plaintiff, and OLEBOGENG STEPHEN MAGANO, First Defendant, and DINKWETSI ELSIE MAGANO, Second Defendant

In pursuance of a judgment in the Magistrate's Court of Kimberley issued on 6th March 1997 and a warrant of execution dated the 7th March 1997, the undermentioned property will be sold in execution to the highest bidder at Magistrate's Court, Kimberley, on Thursday, 8th March 2001 at 10h00:

Certain Erf 130, Ipeleng, situate in the Township Ipeleng in the Municipality of Galeshewe, Administrative District of Kimberley, measuring 465 (four six five) square metres, held by Certificate of Registered Grant of Leasehold No. TL885/88, also known as 130 Seoboana Avenue, Ipeleng, Kimberley.

The following improvements on the property are reported, but nothing is guaranteed: A dwelling house.

Ten percent of the purchase price together with value-added tax thereon, where applicable, and auctioneer's charges together with value-added tax on such charges payable in cash on the date of the sale; the balance of the purchase price together with value-added tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley and will be read out immediately prior to the sale.

Dated at Kimberley on this 30th day of January 2001.

Frank Horwitz & Hugo, Attorneys for Plaintiff, 62 Currey Street, Kimberley. (Ref. H Pistorius/cg/M V8.)

Case No. 10139/96

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

In the matter between KIMBERLEY MUNISIPALITEIT., Plaintiff, and Estate late J J C VAN WYK, Defendant

In pursuance of a judgment in the Magistrate's Court of Kimberley issued on 26th March 1997 and a warrant of execution dated the 25th March 1997, the undermentioned property will be sold in execution to the highest bidder at Magistrate's Court, Kimberley, on Thursday, 8th March 2001 at 10h00:

Certain Erf 1089, situate in the Town and District Kimberley, Northern Cape Province, measuring 1 142 (one one four three) square metres, held by Deed of Transport T248/84, also known as 54 Waterwork Street, Kimberley.

The following improvements on the property are reported, but nothing is guaranteed: A dwelling house.

Ten percent of the purchase price together with value-added tax thereon, where applicable, and auctioneer's charges together with value-added tax on such charges payable in cash on the date of the sale; the balance of the purchase price together with value-added tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley and will be read out immediately prior to the sale.

Dated at Kimberley on this 30th day of January 2001.

Frank Horwitz & Hugo, Attorneys for Plaintiff, 62 Currey Street, Kimberley. (Ref. H Pistorius/cg/M V8.)

Saak No. 826/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK HARTSWATER GEHOU TE JAN KEMPDRORP

In die saak tussen FIRSTRAND BANK BEPERK, Eiser, en JOHANNA JACOBA BENZIN, Verweerder

Ingevolge 'n vonnis van die Landdroshof gedateer 10 Oktober 2000 en lasbrief vir eksekusie gedateer 10 Oktober 2000, word die ondergemelde eiendom in eksekusie verkoop op Vrydag, 2 Maart 2001, te die Landdroshof, Jan Kempdorp om 10h00. Die verkoopvoorwaardes lê ter insae by die Balju van gemelde Hof:

Erf 672, 'n gedeelte van Erf 637, Jan Kempdorp, geleë in die Munisipaliteit van Jan Kempdorp, Afdeling Vryburg, provinsie Noord-Kaap, groot 1 355 (een drie vyf vyf) vierkante meter, gehou kragtens Akte van Transport Nr. T3637/1999.

1. Die koper moet alle agterstallige belastinge, heffings en dienste verskuldig aan die Plaaslike Owerheid betaal.

2. Die koper moet 'n deposito van 10% (tien persent) van die koopprijs met BTW daarop, indien van toepassing, in kontant betaal op die dag van die verkoping en die balans is betaalbaar tesame met rente teen die prima bankkoers van die Eiser plus 3,25% persent per jaar vanaf die datum van die verkoping tot en met registrasie en waarvoor die koper 'n bank of bouvereniging waarborg, wat deur die Vonnisbeskrywer goedgekeur is, binne 14 (veertien) dae vanaf die verkoping aan die Balju moet lewer. Die koper is verantwoordelik om afslaaerskommissie in kontant op die dag van die veiling aan die gemeente Balju te betaal.

Geteken te Jan Kempdorp op hierdie 19 Januarie 2001.

Esselens & Vennote, Prokureurs vir Eiser, Endstraat 40, Jan Kempdorp, 8550; Posbus 600, Jan Kempdorp, 8550. [Tel. (053) 456-0248.] (Verw. mev. Esselen/EJ11/00/lw.)

NORTHERN PROVINCE NOORDELIKE PROVINSIE

Saak No. 4945/00

IN DIE LANDDROSHOF VIR DIE DISTRIK THABAZIMBI GEHOU TE THABAZIMBI

In die saak tussen FBC FIDELITY BANK LTD (onder likwidasie), Eksekusieskuldeiser, en MNR METSILENG, DIKGANG LAZARUS, Eksekusieskuldenaar

Ingevolge uitspraak van die Landdroshof van Thabazimbi en ter uitvoering daarvan kragtens 'n Lasbrief vir Eksekusie, gedateer 14/11/00, sal die ondervermelde eiendom op Vrydag, 09 Maart 2001 om 11h00, te die Landdroshof, Vierdelaan, Thabazimbi per publieke veiling verkoop word aan die hoogste bieder onderhewig aan die volgende voorwaardes, naamlik:

(a) Die eiendom/reg van huurpag sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder en die veiling sal onderworpe wees aan die voorwaardes van Artikel 66 van die Wet op Landdroshof, onderhewig verder aan die goedkeuring van die eerste Verbandhouer FBC Fidelity Bank (onder likwidasie) asook aan die voorwaardes van die Verkoping in Eksekusie.

(b) Die koopprijs sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die verkoop, en die balanskoopprijs tesame met rente soos hieronder uiteengesit per jaar tot datum van registrasie van Transport, sal binne 21 (een en twintig) dae na datum van verkoop, betaal of gewaarborg word deur 'n goedgekeurde Bank- of Bougenootskapwaarborg.

(c) Die verbeteringe wat beweer op die eiendom/me te wees word nie gewaarborg nie.

(d) Die voorwaardes van die Verkoping in Eksekusie mag gedurende kantoorure by die kantoor van die Balju, Loerielaan 8, Thabazimbi, nagesien word.

Beskrywing van eiendom: Erf 281, in die dorp Mojuteng, ook bekend as 281 Garona Northam, Registrasie Afdeling K.Q., Noordelike Provinsie, groot 300 vierkante meter, gehou kragtens Akte van Transport T95351/98.

Verbeterings: Woonhuis van steenmure onder teëldak bestaande uit 'n kombuis, sit-eetkamer, 3 slaapkamers & badkamer.

Geteken te Thabazimbi op hierdie 17de dag van Januarie 2001.

J.V.D. Wateren, vir JF van Graan & V.D. Wateren, Van der Bijlstraat 61, Posbus 107, Thabazimbi, 0380.

Saak No. 18089/99

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en ELIAS BOTHNER TAKALANI RAVELLE, Eksekusieskuldenaar

Ten uitvoering van 'n Vonnis wat die Landdroshof van Pietersburg toegestaan het op 17 April 2000 en 'n Lasbrief vir Eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 14 Maart 2002 om 10h00, by die Baljukantoor, Mangaanstraat 25, Superbia, Pietersburg, aan die hoogste bieder, naamlik:

Erf 320, Westenburg Dorpsgebied, Registrasie Afdeling L S, Noordelike Provinsie, groot 544 (vyf vier vier) vierkante meter, gehou kragtens Akte van Transport T13465/96.

Die eiendom kan omskrywe word soos volg: Woonhuis, geleë te Southernstraat 21, Westernburg, Pietersburg, en bestaan uit sitkamer, eetkamer, kombuis, slaapkamer, badkamer, enkel motorhuis.

Terme: Die veilingskoste plus 10% (tien persent) van die koopprys in kontant ten tye van die verkoping en die balans tesame met rente soos in die verkoopsvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bougenootskapswaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopsvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Landdroshof, Pietersburg, en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 6de dag van Februarie 2001.

W A H Nel, for Steytler Nel & Vennote, 1ste Vloer, Pionier Sentrum, Landdros Marestraat 52, Pietersburg. (Verw. Mnr Nel/db/ANA513.) [Tel: (015) 295-9340.] (Faks: 291-1749.)

Saak No. 10123/99

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen BOE BANK BEPERK (Reg No. 87/01384/06), Eiser, en TJ VISION CC, CK87/20705/23, 1ste Verweerder, OCKERT MARTHINUS JOOSTE, ID 5111075041087, 2de Verweerder, en THEUNIS JOHANNES KOEKEMOER, ID 5509145066085, 3de Verweerder

Ten uitvoering van 'n vonnis in die Landdroshof van Pietersburg, toegestaan op 9 September 1999, en 'n Lasbrief vir Eksekusie uitgereik ter uitvoering daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Woensdag, 7 Maart 2001 om 10:00 vm, te die Baljukantore, Mangaanstraat 25, Superbia, Pietersburg, naamlik:

Gedeelte 2, Erf 335, geleë in die dorpsgebied Pietersburg, Registrasie Afdeling L.S., Noordelike Provinsie, groot 714 (sewe honderd en veertien) vierkante meter, gehou kragtens Akte van Transport T49225/95, geleë te Buitestraat 100, Pietersburg, Noordelike Provinsie.

Die volgende inligting word gelewer met betrekking tot verbeterings, alhoewel in hierdie respek niks gewaarborg word nie.

Die eiendom is 'n enkelverdieping woonhuis met baksteenmure en 'n sinkplaatdak, bestaande uit 'n kantoor, kombuis, 3 werkskamers vir elektriese aparate en toilet. Buitegeboue bestaande uit motorafdak, stoor en toilet. Water, elektrisiteit en riool is aangesluit.

Terme: Die koopprys sal betaal word by wyse van 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans tesame met rente daarop soos gestipuleer in die voorwaardes van verkoping, tot datum van registrasie van oordrag, sal betaal word of verseker word deur die lewering van 'n aanvaarbare bank of bouvereniging waarborg binne 14 (veertien) dae vanaf datum van verkoping. Die volle en volledige voorwaardes van verkoping wat onmiddellik voor die verkoop uitgelees sal word mag geïnspekteer word by die Baljukantore, Mangaanstraat 25, Superbia, Pietersburg.

Geteken te Pietersburg op hierdie 15de dag van Januarie 2001.

Jacques Horak, vir Botha Horak Ingelyf, Prokureur vir Eiser, Joubertstraat 27, Posbus 3615, Pietersburg, 0700. [Tel. (015) 291-2147.] (Verw: Mnr Horak/RDK/1348.)

Saak No. 36077/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAMBOU BANK BEPERK, Vonnisskuldeiser, en
ADELINA NKHENSANI MUSHWANA, Vonnisskuldenaar**

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika (TPA), en 'n Lasbrief gedateer 3 Februarie 2000, sal die volgende eiendom verkoop word in eksekusie op 9 Maart 2001 om 09:00, te voor die Landdroskantoor Nkowankowa, nl:

Erf 1823, Zone B, Nkowankowa, District Ritavi, geleë te Erf 1823, Zone B, Nkowankowa, District Ritavi, groot 527 vkm.

Verkoopsvoorwaardes:

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

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Woning.

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

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

Smith-Smith, Vonnisskuldeiser Prokureurs, Longstraat 26A, Kempton Park, Posbus 3003, Kempton Park, 1620. [Tel: (011) 975-8104.] (Verw: Mev C Smith/ES/A1144.)

Case No. 23816/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and RATSHUMANA:
NDWAKHULU ALPHEUS, Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale without reserve will be held by the Sheriff of the High Court, Louis Trichardt, at 58 Vorster Street, Louis Trichardt, on Wednesday, 7 March 2001 at 11h00, of the undermentioned property of the defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the High Court, Louis Trichardt at 111 Kruger Street, Louis Trichardt:

Remaining Extent of Erf 930, Louis Trichardt Township, Registration Division L.S., Northern Province, measuring 1 428 square metres, held by Deed of Transfer No. T28242/95, known as 58 Vorster Street, Louis Trichardt.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A dwelling consisting *inter alia* of 2 living rooms, kitchen, 3 bedrooms, bathrooms/toilets and outbuildings.

Dated at Pretoria on 29 January 2001.

D Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. (Ref. D Frances/JD HA5884.) [Tel. (012) 325-4185.]

Sheriff: Tel. (015) 516-0902.

Saak No. 1749/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK SOUTPANSBERG GEHOU TE LOUIS TRICHARDT

In die saak tussen P & O SLAGHUIS, Eksekusieskuldeiser, en D. J. J. CHOMSE, Eksekusieskuldenaar

Geliewe kennis te neem dat die ondergenoemde onroerende goed ter uitvoering van 'n lasbrief vir eksekusie teen onroerende goed wat uitgereik is op 12 Junie 2000 op 7 Maart 2001 om 12:00, te Wolmaransstraat 45, Louis Trichardt, aan die hoogste bieder vir kontant verkoop sal word en is die verkoopsvoorwaardes ter insae by die kantore van die Balju, Louis Trichardt, 0920:

Beskrywing van onroerende eiendom wat verkoop sal word: Erf 3248, geleë in die dorpsgebied van Louis Trichardt, Registrasieafdeling LS, Noordelike Provinsie, groot 2 987 (tweeëuisend negehonderd sewe-en-tagtig) vierkante meter (ook bekend as Wolmaransstraat 45, Louis Trichardt).

Gedateer te Louis Trichardt op hierdie 2de dag van Februarie 2001.

Gert Mýburgh Prokureurs, Kroghstraat 142, Louis Trichardt, 0920. (Verw. JM/AR/P26.)

Case No. 17925/00

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between FBC FIDELITY BANK LIMITED (under curatorship), Execution Creditor, and MCMILLAN'S LODGE PIETERSBURG UNIT 68 CC, First Execution Debtor, and NGOBENI, PATRICK, Second Execution Debtor

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above suit, a sale without reserve will be held at Unit 68, MacMillan's Lodge, Pietersburg (at Land Mark Hotel on the N3, Pietersburg, next to Shell Ultra City, Pietersburg), on 11 April 2001 at 10:00, of the undermentioned property of the First Defendant on the conditions to be read by the auctioneer at time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, 25 Mangaan Street, Superbia, Pietersburg:

A unit consisting of:

(a) Section 68, as shown and more fully described on Sectional Plan SS1050/1998 in the scheme known as McMillan's Lodge, Pietersburg, in respect of the land and building or buildings situated at Portion 30 (a portion of Portion 1) of the farm Duvenage'skraal 689, Registration Division LS, Northern Province, Local Authority: Northern District Council of which section the floor area, according to the said sectional plan is 26 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with participation quota as endorsed on the said sectional plan held by Deed of Transfer ST3111/99 ("the property").

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Sectional Title Unit with one bedroom, bathroom, shower and 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 to be furnished within 14 (fourteen) days from the date of sale.

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

D. Haasbroek, vir Schwellnus Spies Haasbroek, Plaintiff's Attorneys, c/o J. P. Kruyshaar, Fifth Floor, Perm Building, 200 Pretorius Street, Pretoria. [Tel. (011) 886-1800.] (Ref. Mr Haasbroek/bb F981.)

Saak No. 20855/2000

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en FRANCINA JOHANNA SUSANNA ZAAYMAN, Verweerder

'n Geregtelike verkoping sal gehou word op Vrydag, 9 Maart 2001 om 12:00, te die plaas Doornspruit, Vaalwater, deur die Balju vir die Hooggeregshof, Nylstroom, van:

Gedeelte 2 ('n gedeelte van Gedeelte 1), van die plaas Doornspruit 215, Registrasieafdeling KQ, Noordelike Provinsie, groot 368,3595 (driehonderd agt-en-sestig komma drie vyf nege vyf) hektaar, gehou kragtens Akte van Transport T5278/89, bekend as die plaas Doornspruit, Vaalwater.

Besonderhede word nie gewaarborg nie: Volledig toegeruste tabakplaas met 12 droogoonde, voldoende water en toegeruste buitegeboue. Woonhuis van 380 vierkante meter, nege arbeidsbehuising, kantoor van 25 vierkante meter, stoor van 119 vierkante meter, melkstal en koelkamer van 104 vierkante meter.

Besigtig voorwaardes by die kantoor van die Balju vir die Hooggeregshof, Nylstroom, Leydstraat 50, Nylstroom.

N. A. J. van Rensburg, vir MacRobert Ing. (Tel. 339-8426.) (Verw. AvRensburg/al/M115722.)

Saak No. 26940/2000

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en JOHANNES ALBERTUS WESSELS SNYMAN, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Potgietersrus, voor die Landdroeskantoor, Hoogestaat, Potgietersrus, op 9 Maart 2001 om 10:00, van:

Gedeelte 1 van Erf 218, Piet Potgietersrus-dorpsgebied, Registrasieafdeling KS, Noordelike Provinsie, groot 2 231 vierkante meter, gehou kragtens Akte van Transport T13566/1995 (beter bekend as Voorstraat 53, Potgietersrus).

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

Verbeterings: 'n Grasdakwoning wat beskik oor vier slaapkamers, 'n sitkamer, eetkamer en kombuis en twee badkamers. Die eiendom beskik oor buitegeboue bestaande uit 'n waskamer, 'n dubbele motorhuis en motorafdak asook buite toilet. Apart van die woning is 'n kantoorgebou met stoorkamer en badkamer.

Die eiendom beskik oor skermmure aan al vier grense. Die eiendom beskik verder oor ingeboude kaste in al die slaapkamers sowel as die kombuis.

Sonering: Residensieel.

Terme: 10% (tien persent) van die volle koopsom onmiddellik by die aangaan van die koop. Die volle balans plus rente soos gestipuleer in die verkoopvoorwaardes. 'n Goedgekeurde bank- of bougenootskapwaarborg moet binne 30 (dertig) dae na die verkoopdatum verskaf word.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae lê by die kantoor van die Balju, Potgietersrus, te Eerste Verdieping, Munpengebou, Voortrekkerweg 80, Potgietersrus.

Herman Potgieter & Vennote, Eerste Verdieping, Munpengebou, Voortrekkerweg 80, Potgietersrus, 0600. [Tel. (015) 491-3187/8.] (Verw. EP/RDP/A122/E.) P.a. Mnre. E. K. Fleischhauer & Behrens, Eerste Verdieping, Lobby 3, Bank Forum (Southern Life), Hoek van Fehrsen- en Bronkhorststraat, Nieuw Muckleneuk, Pretoria, 0001.

Saak No. 20850/2000

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

In die saak tussen ABSA BANK BEPERK, Eiser, en ISABEL HAMMAN, JOHANNES NICOLAAS HAMMAN EN JEAN BORDEAUX MARTIN, in hulle hoedanighede as trustees van tyd tot tyd van die JOHANNES HAMMAN FAMILIE TRUST, Eerste Verweerder, ISABEL HAMMAN, Tweede Verweerder, JEAN BORDEAUX MARTIN, Derde Verweerder, en JOHANNES NICOLAAS HAMMAN, Vierde Verweerder

'n Geregte verkoop sal gehou word op Vrydag, 9 Maart 2001 om 10:00, voor die polisiestasie te Hoedspruit, deur die Waarnemende Balju vir die Hooggeregshof, Phalaborwa. Die eiendomme wat te koop aangebied sal word bestaan uit drie plase wat eers afsonderlik en dan gesamentlik aangebied sal word. Indien 'n beter aanbieding met die gesamentlike voorlegging ontvang word, sal vorige aanbiedinge op afsonderlike plase verval. Die eiendomme bestaan uit:

1. Gedeelte 23 ('n gedeelte van Gedeelte 2) van die plaas Moriah 238, Registrasieafdeling KT, Noordelike Provinsie, groot 166,1980 (eenhonderd ses-en-sestig komma een nege agt nul) hektaar, gehou kragtens Akte van Transport T18737/98.

2. Gedeelte 29 van die plaas Moriah 238, Registrasieafdeling KT, Noordelike Provinsie, groot 94,1497 (vier-en-negentig komma een vier nege sewe) hektaar, gehou kragtens Akte van Transport T18737/98.

3. Gedeelte 30 van die plaas Moriah 238, Registrasieafdeling KT, Noordelike Provinsie, groot 70,1064 (sewentig komma een nul ses vier) hektaar, gehou kragtens Akte van Transport T18737/98, bekend as die plaas Moriah, distrik Phalaborwa.

Besonderhede word nie gewaarborg nie: Plaas bestaande uit twee woonhuise, 38 arbeidsbehuising, skure/store met oppervlakte van 102 vierkante meter, afdakke—oppervlakte 67 vierkante meter, pakstoor met koelkamers—oppervlakte 1 300 vierkante meter en winkel—oppervlakte 24 vierkante meter.

4. Resterende gedeelte van Gedeelte 3 van die plaas Jongmansspruit 234, Registrasieafdeling KT, Noordelike Provinsie, groot 140,5740 (eenhonderd en veertig komma vyf sewe vier nul) hektaar, gehou kragtens Akte van Transport T18737/98, bekend as die plaas Jongmansspruit, distrik Phalaborwa.

Besonderhede word nie gewaarborg nie: Plaas bestaande uit woonhuis—oppervlakte van 260 vierkante meter, arbeidsbehuising—oppervlakte van 48 vierkante meter, skure/store oppervlakte van 48 vierkante meter.

5. Gedeelte 15 van die plaas Bedford 419, Registrasieafdeling KT, Noordelike Provinsie, groot 21,5441 (een-en-twintig komma vyf vier vier een) hektaar, gehou kragtens Akte van Transport T18738/98, bekend as die plaas Bedford, distrik Phalaborwa.

Besonderhede word nie gewaarborg nie: Plaas bestaande uit woonhuis—oppervlakte van 320 vierkante meter, arbeidsbehuising—oppervlakte van 48 vierkante meter, rondawel—oppervlakte van 80 vierkante meter.

Besigtig voorwaardes by die kantoor van die Waarnemende Balju, Phalaborwa, Tovancogebou 4, Palmiaan 20, Phalaborwa.

N. A. J. van Rensburg, vir MacRobert Ing. (Tel. 339-8426.) (Verw. AvRensburg/al/600560.)

NORTH WEST NOORDWES

Case No. 15335/97

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LTD, Plaintiff, and JACKAL RETREAT CC (CK95/52276/23), First Defendant, NEIL GRAHAM HULLEY, Second Defendant, DEON VAN DER WESTHUIZEN, Third Defendant, BARBARA HULLEY, Fourth Defendant, and JOANNE ELAINE HULLEY, Fifth Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale will be held at the office of the Sheriff, 9 Smuts Street, Brits on 9 March 2001 at 08H30 of the undermentioned property of the defendants on the conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff prior to the sale:

Portion 28 (a portion of Portion 1) of the farm Welgegund 491, Registration Division JQ, North West Province, measuring 32,3586 (thirty two comma three five eight six) hectares, held under deed of Transfer T88852/96, subject to the conditions contained therein and especially to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of 2 living-rooms, kitchen, 3 bedrooms, 2 bathrooms, 4 garages, servant's room with 2 wc and a cottage consisting of 2 bedrooms, 2 bathrooms and kitchen.

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

Dated at Pretoria this 29th day of January 2001.

E M Eybers, for Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel: (012) 481-1500.] (Ref: EME/ep S1144/97.)

Case No. 24986/2000

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and LEKADILE: KGOSIEMANG ERNEST, Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale without reserve will be held by the Acting Sheriff of the High Court, Mankwe/Madikwe/Bafokeng at the Magistrate's Court, Bafokeng on Friday, 2 March 2001 at 14h00 of the undermentioned property of the defendant subject to the conditions of sale which are available for inspection at the offices of the Acting Sheriff of the High Court, Mankwe/Madikwe/Bafokeng at 146 Plein Street, Rustenburg.

Erf 732, Meriting-1 Township, Registration Division J.Q., Province of North West, measuring 240 square metres, held by virtue of Deed of Grant No. TG85483/99.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling consisting of *inter alia* of a lounge, kitchen, 2 bedrooms, bathroom/toilet.

Dated at Pretoria on 5 February 2001.

D Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel: (012) 325-4185.] (Ref: D Frances/JD HA5906)

Case No. 27855/99B

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

In the matter between STANDARD BANK OF SA LIMITED (62/00738/06), Plaintiff, and MOKONE MOTLOHELOA MESHACK, Id. 5904145430086, First Defendant, and MOKONE MMAMPEDI LEAH PAULINA, Id. 6205190699081, Second Defendant

In pursuance of a judgment of the abovementioned Court and a Writ for Execution, the undermentioned property will be sold in execution on Friday, 9 March 2001 at 09:00 by the Sheriff of the High Court, Potchefstroom, held in front of the Magistrate's Court, Van Riebeeck Street, Potchefstroom to the highest bidder:

Erf 6915, Ikageng Township, Registration Division IQ, Province North West, measuring 322 square metres, held by Deed of Transport Nr. T15162/97.

The following additional information is furnished though in this respect nothing is guaranteed in the event of the information not being correct.

Street address: 6915 Mashao Street, Ikageng, Potchefstroom, North West Province.

Improvements: Dwelling consisting of a lounge, dining-room, family room, kitchen, 3 bedrooms, bathroom with toilet, garage, outside toilet.

Reserve price: The property will be sold without reserve.

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

Auctioneers charges: Payable by the Purchaser on the day of sale.

Conditions of sale: Same shall lie for inspection at the offices of the Sheriff of the High Court, Potchefstroom at 20 Borrius Street, Potchefstroom.

Signed at Pretoria on the 7th day of February 2001.

Haasbroek and Boezaart Inc., Plaintiff's Attorneys, Momentum Centre, West Tower, 2nd Floor, Pretorius Street, P O Box 2205, Pretoria. [Telephone: (012) 322-4401.] (Ref: V Rensburg/S1234/1163/BVDM.)

Saak No. 25824/00

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen LAND EN LANDBOU BANK VAN SUID-AFRIKA, Eiser, en JOHAN CORNELISSEN, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op die 8ste November 2000 en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof Brits op 9 Maart 2000 om 10h0 te die kantore van die Balju Brits, Smutsstraat 9, Brits verkoop:

Resterende Gedeelte van Gedeelte 46 (Fatelama) ('n Gedeelte van Gedeelte 3) van die plaas Zandrifft 212, Registrasie Afdeling J.Q., Provinsie Noordwes, gehou kragtens Akte van Transport T77753/94, groot 155,6769 (eenhonderd vyf-en-vyftig komma ses sewe ses nege) hektaar.

Die volgende besonderhede word verskaf met betrekking tot verbeterings aangebring op die eiendom, maar geen waarborg kan verskaf word in verband daarmee nie: Woonhuis met 18 vertrekke, kelder & dubbel motorhuis, woonhuis met 10 vertrekke, dubbel motorhuis & woonstel, afdak vir implemente, arbeidershuise 10 x 5 vertrekke, ablusieblok, kantoorgebou, 4 losmaat-tabakdroërs, 5 punt melkstal (ou tabakstoor) en 10 hoenderhuise.

Die koper moet 'n deposito van 10% van die koopprys asook die Balju van die Hooggeregshof se fooie betaal op die dag van verkoping. Die balans koopprys betaalbaar teen registrasie van transport gewaarborg te word by wyse van 'n Bank waarborg wat deur die Eiser se Prokureur goedgekeur is. Die goedgekeurde Bank waarborg moet aan die Balju van die Hooggeregshof gelewer word binne een maand na datum van die verkoping.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju van die Hooggeregshof ten tyde van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju van die Hooggeregshof Brits te Smutsstraat 9, Brits.

Geteken te Pretoria op hierdie 5de dag van Februarie 2001.

J J Hurter, vir Van Zyl Le Roux & Hurter Ingelyf, Prokureurs vir Eiser, 13de Vloer, SALU Gebou, h/v Andries- & Schoemanstrate; Posbus 974, Pretoria, 0001. (Tel. 300-5000) (Verw. J J Hurter/mb/197600.)

Case No. 708/00

IN THE HIGH COURT OF SOUTH AFRICA

(Bophuthatswana Provincial Division)

**In the matter between FBC FIDELITY BANK LIMITED (under curatorship), Execution Creditor, and
EDWIN GAONGALELWE MAFORA, Execution Debtor**

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Deputy Sheriff for the High Court of South Africa (Bophuthatswana Provincial Division), at the Magistrate's Court, Lehurutshe, on the 16th day of March 2001 at; 10h00, of the undermentioned immovable property of the Defendant on the Conditions to be read out by the Sheriff at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff, Lehurutshe.

Address: Site 413, Unit 1, Lehurutshe, District Lehurutshe, extent 929 (nie hundred and twenty-nine) square metres, held in terms of Deed of Grant No. TG101386/99BP.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A brick dwelling consisting of three bedrooms, lounge, kitchen, bath & toilet combined.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; balance payable against registration of Transfer, to be secured by Bank or Building Society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall, on the day of the sale pay 5% (five percent) auctioneer's charges on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three percent) provided that the minimum amount payable shall be R300 and the maximum amount R7 000.

Dated at Mafikeng on this the 24th of January 2001.

Van Onselen & Van Rooyen Inc., Execution Creditor's Attorneys, 9 Proctor Street, Mafikeng, 2745. (Ref. JVOP/ack/JF107/00.)

Case No. 30957/99

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between STANDARD BANK OF SA LIMITED (62/00738/06), Plaintiff, and
ASVAT ISMAIL MOOSA (ID. 7301115235082), Defendant**

In pursuance of a judgment of the above-mentioned Court and a Writ for Execution, the undermentioned property will be sold in execution on Friday, 9 March 2001 at 10:00 by the Sheriff of the High Court, Potchefstroom, held in front of the Magistrate's Court, Van Riebeeck Street, Potchefstroom to the highest bidder:

(a) Section No. 13 as shown and more fully described on Sectional Plan No SS4/1984 in the scheme known as Lungile in respect of the land and building and buildings situated at Erf 2855 situated in the township of Potchefstroom Local Authority: Town Council of Potchefstroom of which section the floor area, according to the said Sectional Plan is 123 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan, held by Deed of Transfer ST9770/96.

The following additional information is furnished though in this respect nothing is guaranteed in the event of the information not being correct.

Street address: Door No. 104, Lungile, 2855 Church Street, Potchefstroom.

Improvements: Unit consisting of an entrance hall, lounge, dining-room, kitchen, 3 bedrooms, 2 bathrooms with toilets and verandah.

Reserve price: The property will be sold without reserve.

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

Auctioneers charges: Payable by the Purchaser on the day of sale.

Conditions of sale: Same shall lie for inspection at the offices of the Sheriff of the High Court: Potchefstroom at 20 Borrius Street, Potchefstroom.

Signed at Pretoria on the 24th day of January 2001.

Haasbroek & Boezaart Inc., Plaintiff's Attorneys, Momentum Centre, West Tower, 2nd Floor, Pretorius Street; P O Box 2205, Pretoria. [Tel. (012) 322-4401.] (Ref. JAJ V Rensburg/S1234/1304/BVDM.)

Case No. 25924/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and GAONNWE, LEBOGELANG PRECIOUS, Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Acting Sheriff, Taung at the main entrance, Magistrate's Building, Taung, on Friday, 9 March 2001 at 12:00 of the undermentioned property of the defendant subject to the conditions of sale which are available for inspection at the office of the Acting Sheriff, Taung, corner of Molopo and Vry Streets, Vryburg:

Site 862, Unit 1, in the Township Pudimoe, Registration Division HN, North West Province, measuring 600 square metres, held by Deed of Grant TG1174/1998.

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

Dated at Pretoria on this 2nd day of January 2001.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. Frances/JD HA5934.) Sheriff, Tel. (053) 927-0213.

Case No. 25919/2000

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and LETLHOGELA, TIHELO MABEL, Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Acting Sheriff, Taung at the main entrance, Magistrate's Building, Taung, on Friday, 9 March 2001 at 12:00 of the undermentioned property of the defendant subject to the conditions of sale which are available for inspection at the office of the Acting Sheriff, Taung, corner of Molopo and Vry Streets, Vryburg:

Site 866, Unit 1, in the Township Pudimoe, Registration Division HN, North West Province, measuring 600 square metres, held by Deed of Grant TG1258/1998.

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

Dated at Pretoria on this 2nd day of January 2001.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. Frances/JD HA5929.) Sheriff, Tel. (053) 927-0213.

Case No. 13966/2000

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and RENE ANNE THERON, First Defendant, and STEPHEN EBEN THERON, Second Defendant

A sale will be held in front of the main entrance to the Magistrate's Court, Van Riebeeck Street, Potchefstroom, without reserve, on 9 March 2001 at 12:00 of:

Portion 897 (a portion of Portion 895) of the farm Vyfhoek 428, Registration Division IQ, Province of North West, measuring 2,6462 (two comma six four six two) hectares, held by the First Defendant under Deed of Transfer T33018/91, situated at N12 Highway, Stand 897, farm Vyfhoek 428 IQ, Potchefstroom.

Improvements (although in this respect nothing is guaranteed): Dwelling consisting of four living-rooms, four bedrooms, three bathrooms, laundry and pantry. Outbuilding consisting of three guest rooms, three bathrooms and three servants' quarters. Cottage consisting of two bedrooms, two bathrooms and kitchen. Swimming-pool, patio, borehole, lapa and guest rooms.

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

A. Holtzhausen, for MacRobert Inc., 23rd Floor, SAAU Building, corner of Schoeman and Andries Streets, Pretoria. (Tel. 339-8311.) (Ref. M115335/www.)

Case No. 6386/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOLOPO HELD AT MMABATHO

In the matter between FBC FIDELITY BANK LIMITED, Plaintiff, and GORDON MADIBANA MOLETSANE, Defendant

In execution of a judgment of the Magistrate's Court for the District of Molopo, held at Mmabatho, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court at 46E Carrington Street, Mafikeng on Wednesday, 7 March 2001 at 10:00 of the undermentioned immovable property of the Defendant on the conditions to be read out by the Sheriff of Court at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff of Court at 46E Carrington Street, Mafikeng:

Address: Site 3822, Unit 12 Township, Mmabatho, District Molopo, measuring 420 square metres, held by the Defendant by virtue of Deed of Transfer T69/95.

Improvements: The property consists of three bedrooms, lounge, kitchen and a bathroom.

Terms: 10% (ten percent) of the purchase price in cash on the day of the sale; balance payable against registration of transfer, to be secured by bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall, on the day of the sale pay 5% (five percent) auctioneer's charges on the proceeds of the sale up to R30 000 and thereafter 3% subject to a maximum of R7 000 with a minimum of R260 auctioneer's charges, plus value-added tax thereon.

Dated at Mafikeng on this 23rd day of January 2001.

D. M. Minchin, for Minchin & Kelly Inc., Plaintiff's Attorneys, Kelgor House, 14 Tillard Street (P.O. Box 26), Mafikeng, 2745. [Tel. (018) 381-2910-3.] (Ref. Mr Minchin/mvr/BM3/99.)

Saak No. B12 294/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen STADSRAAD VAN KLERKSDORP, Eiser, en N. J. SELEHO, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 23 Oktober 2000 sal die ondervermelde eiendom op Vrydag, 16 Maart 2001 om 10:00 te die kantore van die Balju van die Landdroshof Klerksdorp te Leaskstraat 23, Klerksdorp aan die hoogste bieder verkoop word, naamlik:

Erf 47, La Hoff, Klerksdorp, groot 1 391 vierkante meter, ook bekend as Mikrostraat 77, La Hoff, Klerksdorp.

Onderhewig aan die volgende voorwaardes:

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die balans tesame met rente daarop bereken teen 15% (vyftien persent) per jaar tot datum van registrasie van transport, sal binne 14 (veertien) dae na datum van verkoop betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Leë erf.

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

Gedateer te Klerksdorp op hierdie 23ste dag van Januarie 2001.

C. J. Meiring, vir Oosthuizen Du Plooy & Vennote, Derde Verdieping, Eerste Nasionale Bankgebou, Kerkstraat 58 (Posbus 22), Klerksdorp. (Ref. CJM/ac/S.592.)

Saak No. A12 294/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen STADSRAAD VAN KLERKSDORP, Eiser, en N. J. SELEHO, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 23 Oktober 2000 sal die ondervermelde eiendom op Vrydag, 16 Maart 2001 om 10:00 te die kantore van die Balju van die Landdroshof Klerksdorp te Leaskstraat 23, Klerksdorp aan die hoogste bieder verkoop word, naamlik:

Erf 46, La Hoff, Klerksdorp, groot 1 285 vierkante meter, ook bekend as Leipoldtstraat 8, La Hoff, Klerksdorp.

Onderhewig aan die volgende voorwaardes:

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die balans tesame met rente daarop bereken teen 15% (vyftien persent) per jaar tot datum van registrasie van transport, sal binne 14 (veertien) dae na datum van verkoop betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Leë erf.

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

Gedateer te Klerksdorp op hierdie 23ste dag van Januarie 2001.

C. J. Meiring, vir Oosthuizen Du Plooy & Vennote, Derde Verdieping, Eerste Nasionale Bankgebou, Kerkstraat 58 (Posbus 22), Klerksdorp. (Ref. CJM/ac/S.591.)

Saak No. 12 296/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen STADSRAAD VAN KLERKSDORP, Eiser, N. J. SELEHO, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 23 Oktober 2000 sal die ondervermelde eiendom op Vrydag, 16 Maart 2001 om 10:00 te die kantore van die Balju van die Landdroshof Klerksdorp te Leaskstraat 23, Klerksdorp aan die hoogste bieder verkoop word, naamlik:

Erf 50, La Hoff, Klerksdorp, groot 1 368 vierkante meter, ook bekend as Leipoldtstraat 4, La Hoff, Klerksdorp.

Onderhewig aan die volgende voorwaardes:

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

2. Die koopprijs sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die verkoop, en die balans tesame met rente daarop bereken teen 15% (vyftien persent) per jaar tot datum van registrasie van transport, sal binne 14 (veertien) dae na datum van verkoop betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Leë erf.

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

Gedateer te Klerksdorp op hierdie 23ste dag van Januarie 2001.

C. J. Meiring, vir Oosthuizen Du Plooy & Vennote, Derde Verdieping, Eerste Nasionale Bankgebou, Kerkstraat 58 (Posbus 22), Klerksdorp. (Ref. CJM/ac/S.594.)

Saak No. 12 295/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **STADSRAAD VAN KLERKSDORP, Eiser, N. J. SELEHO, Verweerder**

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 23 Oktober 2000 sal die ondervermelde eiendom op Vrydag, 16 Maart 2001 om 10:00 te die kantore van die Balju van die Landdroshof Klerksdorp te Leaskstraat 23, Klerksdorp aan die hoogste bieder verkoop word, naamlik:

Erf 48, La Hoff, Klerksdorp, groot 1 399 vierkante meter, ook bekend as Leipoldtstraat 6, La Hoff, Klerksdorp.

Onderhewig aan die volgende voorwaardes:

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

2. Die koopprijs sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die verkoop, en die balans tesame met rente daarop bereken teen 15% (vyftien persent) per jaar tot datum van registrasie van transport, sal binne 14 (veertien) dae na datum van verkoop betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Leë erf.

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

Gedateer te Klerksdorp op hierdie 23ste dag van Januarie 2001.

C. J. Meiring, vir Oosthuizen Du Plooy & Vennote, Derde Verdieping, Eerste Nasionale Bankgebou, Kerkstraat 58 (Posbus 22), Klerksdorp. (Ref. CJM/ac/S.593.)

Saak No. 12 299/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **STADSRAAD VAN KLERKSDORP, Eiser, N. J. SELEHO, Verweerder**

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 23 Oktober 2000 sal die ondervermelde eiendom op Vrydag, 16 Maart 2001 om 10:00 te die kantore van die Balju van die Landdroshof Klerksdorp te Leaskstraat 23, Klerksdorp aan die hoogste bieder verkoop word, naamlik:

Erf 49, La Hoff, Klerksdorp, groot 1 360 vierkante meter, ook bekend as Mikrostraat 75, La Hoff, Klerksdorp.

Onderhewig aan die volgende voorwaardes:

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

2. Die koopprijs sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die verkoop, en die balans tesame met rente daarop bereken teen 15% (vyftien persent) per jaar tot datum van registrasie van transport, sal binne 14 (veertien) dae na datum van verkoop betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Leë erf.

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

Gedateer te Klerksdorp op hierdie 23ste dag van Januarie 2001.

C. J. Meiring, vir Oosthuizen Du Plooy & Vennote, Derde Verdieping, Eerste Nasionale Bankgebou, Kerkstraat 58 (Posbus 22), Klerksdorp. (Ref. CJM/ac/S.590.)

Saaknommer: 1040/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen EERSTE NASIONALE BANK, Eiser, en ME D A POTGIETER, Tweede Verweerder

Ingevolge 'n vonnis in die Landdroshof, Potchefstroom, toegestaan is op 3 Julie 1998, en 'n lasbrief vir eksekusie gedateer 2de Junie 2000 word 'n halwe onverdeelde aandeel in en tot die ondergemelde vaste eiendom in eksekusie verkoop deur die Balju van die Landdroshof, Potchefstroom te Van Riebeeckstraat 109, Potchefstroom, op die 7de Maart 2001 om 9h30 aan die hoogste bieder:

Resterende Gedeelte van Gedeelte 10 van Erf 22, geleë in die dorp Potchefstroom, Registrasieafdeling IQ, provinsie van Noordwes, groot 1 480 vierkante meter; gehou kragtens Akte van Transport T75411/94, ook bekend as Van Riebeeckstraat 109, Potchefstroom.

1. 15% van die volle koopsom is onmiddellik by toeslaan van die bod betaalbaar.

2. Die balans, tesame met enige rente, moet verseker word deur 'n aanvaarbare bankwaarborg binne 30 dae na die datum van die verkoping.

3. Die volledige voorwaardes van die verkoping sal aangekondig word deur die Balju vir Potchefstroom net voor die verkoping en sal ook beskikbaar wees vir inspeksie by die kantoor van die Balju te Wolmaransstraat 86, Potchefstroom.

Gedateer te Potchefstroom op hede van 13de dag van Februarie 2001.

Mnr G C Gibbens, vir Klynveld-Gibbens Ingelyf, Prokureur vir Eiser, Potgieterstraat 118A, Potchefstroom, 2531. [Tel: (018) 294-5251.] [Faks: (018) 294-5010.]

Saakno: 6819/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BRITS GEHOU TE BRITS

In die saak tussen: ABSA BANK BPK, Eiser, en MNR L H SWOBODA, Verweerder

Ingevolge vonnis van bogemelde Hof en lasbrief vir eksekusie gedateer 29 November 2000, die hierondergemelde eiendom geregteelik verkoop word aan die hoogste bieder op 9 Maart 2001 om 9H00 te die kantoor van die Balju, Smutsstraat 9, Brits, naamlik:

Resterende Gedeelte van Erf 359, Elandsrand, distrik Brits, Registrasieafdeling JQ, Noordwes, gehou kragtens Akte van Transport Nr T34543/00, groot 1 279 (een twee sewe nege) vierkante meter.

Beskrywing: Leë erf.

Vernaamste voorwaardes:

(a) Die verkoping sal per publieke veiling aangebied word sonder reserwes en sal voetstoots wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser, vanaf datum van verkoping tot datum van betaling.

(c) Onmiddellik na verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantore te Brits nagegaan mag word.

(d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordrag-kostes, hereregte, terreinhuur, en ander koste verskuldig aan die Plaaslike Owerheid, rente ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% (tien) daarvan of R400,00 (vier honderd rand) welke ookal die meerdere is, tesame met die Balju se voorgeskrewe koste, onmiddellik na die verkoping in kontant of deur bankgewaarborgde tjek en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur die bank of bouvereniging binne 14 (veertien) dae vanaf datum van verkoping.

(f) By gebreke van die bepalinge van die voorwaardes van verkoping, mag die koper verplig wees om 10% van die koopprys te betaal as "roukoop".

(g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju vir die Landdroshof, Smutsstraat 9, Brits. (Telnr: (012) 252-1980.)

Gedateer te Brits op 31 Januarie 2001.

M J Laas, vir Langenhovens Ing, Prokureur vir Eiser, Pienaarstraat 59, Posbus 1, Brits, 0250. [Tel: (012) 252-3413.] (Verw: TL/B van Wijk/ZS0647/BA111.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BRITS GEHOU TE BRITS

In die saak tussen NEDCOR BANK, Eksekusieskuldeiser

Ingevolge vonnis van bogemelde Hof en ter uitvoering daarvan kragtens 'n lasbrief vir eksekusie, sal die ondervermelde eiendom op Vrydag, 9 Maart 2001 om 9H00 te Baljukantoor, Smutsstraat 9, Brits (012 x 252-1980/79) per publieke veiling verkoop word aan die hoogste bieder onderhewig aan die volgende voorwaardes, naamlik:

1. Die eiendom/reg van huurpag sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder en die veiling sal onderworpe wees aan die voorwaardes van Artikel 66 van die Wet op Landdroshowe, onderhewig aan die goedkeuring van die Eerste Verbandhouer, Nedcor Bank, asook aan die voorwaardes van die verkoping in eksekusie.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die balanskoopprys tesame met rente soos hieronder uiteengesit per jaar tot datum van registrasie van transport, sal binne 21 (een en twintig) dae na datum van verkoop, betaal of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die verbeterings wat beweer op die eiendom te wees, word nie gewaarborg nie.

4. Die voorwaardes van die verkoping in eksekusie mag gedurende kantoorure by die kantoor van die Balju, Smutsstraat 9, Brits, nagesien word.

Beskrywing van eiendomme:

(1) Saaknr: 5852/2000.

Vonnisskuldenaar: Die Trustees van tyd tot tyd van CHRISTIAAN JOSIA VAN WYK FAMILIETRUST (2108/1990)

Eiendom: Erf 415, geleë in die dorpsgebied Schoemansville, Registrasieafdeling J.Q., provinsie Noordwes, groot 1 480 (een vier agt nul) vierkante meter, gehou kragtens Akte van Transport T25725/91.

Beskrywing: 3 Slaapkamers, kombuis, sit-/eetkamer, 2 badkamers, 2 motorhuise, buitekamer en swembad.

(2) Saaknr: 2044/2000.

Vonnisskuldenaar: Die Trustees van tyd tot tyd van MICRYS PROPERTY TRUST (IT8543/98).

Eiendom: Gedeelte 1346 (Gedeelte van Gedeelte 1205), van die plaas hartbeespoort B410, distrik Brits, Registrasieafdeling JQ, Provinsie Noordwes, groot 5,6341 (vyf komma ses drie vier een) hektaar, gehou kragtens Akte van Transport T4695/99.

Beskrywing: Afdak, lapa en 'n buitekamer.

(3) Saaknr: 6545/1998.

Vonnisskuldenaars: GERT MARTINUS STEPHANUS JOHANNES JANSE VAN RENSBURG (ID: 4306275001003) en GERHERBRECHT SUSANNA JACOBA JANSE VAN RENSBURG (ID: 4506240006082).

Eiendom: Gedeelte 204 (gedeelte van Gedeelte 77) van die plaas Roodekopjes 417, distrik Brits, Registrasieafdeling J.Q., provinsie Noordwes, groot 8,4763 (aght komma vier sewe ses drie) hektaar, gehou kragtens Akte van Transport T69117/98.

Beskrywing: 4 Slaapkamers, sit-/eetkamer, kombuis, 2 badkamers en 2 motorhuise.

Gedateer te Brits op die 5de dag van Februarie 2001.

J. C. J. van Rensburg, vir Jan van Rensburg Prokureurs, Eiser se Prokureurs, Reitzstraat 3, Brits, 0250. [Tel: (012) 252-0745/6/7 & 252-4607.] (Docex: DX1.) (Verw: JVR/ajvr.)

Balju van die Hof.

Saaknr. 34218/98

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen: ABSA BANK BEPERK, Eiser, en WILLEM JACOBUS DU PLESSIS, Eerste Verweerder, en GERTRUDE HANNAH DU PLESSIS, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op die 26 Maart 1999 en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof, Brits, op 9 Maart 2001 om 8:30 te die Baljukantore, Smutsstraat 9, Brits, verkoop:

1. Resterende Gedeelte van Gedeelte 866, van die plaas Hartebeestpoort C419, Registrasieafdeling JQ, Noordwes provinsie, groot 25,6506 (vyf en twintig komma ses vyf nul ses) hektaar, gehou kragtens Akte van Transport T21699/1981.

2. Gedeelte 1075 van die plaas Hartebeestpoort C419, Registrasieafdeling JQ, Noordwes Provinsie, groot 18,8437 (agtien komma agt vier drie sewe) hektaar, gehou kragtens Akte van Transport T21699/1981.

Die volgende besonderhede word verskaf met betrekking tot verbeterings aangebring op die eiendomme, maar geen waarborg kan verskaf word in verband daarmee nie: *Gedeelte 866*: 18,8 hektaar bloubank—weiveld met boorgat. *Gedeelte 1075*: Twee woonhuise (drie en vier slaapkamers), steen en sinkstoor, sementsteen en sink afdak, stoor met droogoond, steen motorhuis en werkershuise, 2 gronddamme, 2 boorgate waarvan een toegerus is. Beide lewer plus minus 8 000 liter per uur, 14,4 hektaar ingelys onder Hartebeespoort Waterskema.

Die koper moet 'n deposito van 10% van die koopprys asook die Balju van die Hooggeregshof se fooie betaal op die dag van verkoping. Die balans koopprys betaalbaar teen registrasie van transport en gewaarborg te word bywyse van 'n bankwaarborg wat deur die Eiser se Prokureur goedgekeur is. Die goedgekeurde bankwaarborg moet aan die Balju van die Hooggeregshof gelewer word binne een maand na datum van die verkoping.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju van die Hooggeregshof ten tyde van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju van die Hooggeregshof, Brits.

Geteken te Pretoria op hierdie 13de van Februarie 2001.

Van Zyl le Roux & Hurter Ingelyf, Prokureurs vir Eiser, 13de Vloer, Salugebou, h/v Andries & Schoemanstrate, Posbus 974, Pretoria, 0001. (Tel: 300-5000.) (Verw: JJ-Hurter/MS/176061.)

Saak Nr.: 7199/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BRITS

In die saak tussen EERSTE NASIONALE BANK VAN SUID-AFRIKA BEPERK, Eiser, en F J DU PLESSIS, Eerste Verweerder, en E H DU PLESSIS, Tweede Verweerder

Ingevolge vonnis van bogemelde Hof en lasbrief vir eksekusie gedateer 8 Mei 2000, sal die hierondergemelde eiendom geregtelik verkoop word aan die hoogste bieder op die 9de dag van Maart 2001 om 9:00 voormiddag, te Baljukantore, Smutsstraat 9, Brits, naamlik:

Erf 808, Schoemansville Uitbreiding, Registrasieafdeling J.Q., provinsie Noordwes, groot 1 487 (een vier agt sewe) vierkante meter, gehou kragtens Akte van Transport T71016/96.

Die volgende verbeterings is op die eiendom, maar in hierdie opsig word niks gewaarborg nie: Woonhuis en garage.

Vernaamste voorwaardes:

- Die verkoping sal per publieke veiling aangebied word sonder reserwe en sal "voetstoots" wees.
- Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser, vanaf datum van verkoping tot datum van betaling.
- Onmiddellik na verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se Kantoor te Brits nagegaan mag word.
- Die koper sal alle bedrae wat nodig word om oordrag van die eiendom te verkry betaal, insluitende alle oordragkoste, hereregte, terreinhuur en ander koste verskuldig aan die Plaaslike Owerheid, rente, ensovoorts.
- Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400,00 (vierhonderd rand) welke ookal die meerdere is, tesame met die Balju se koste van 5% van die koopprys, onmiddellik na die verkoping, in kontant of deur bank gewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bouvereniging binne 14 (veertien) dae vanaf datum van verkoping.
- By gebreke van die bepalinge van die voorwaardes van verkoping, mag die koper verplig wees om 10% van die koopprys te betaal as roukoop.
- Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju vir Landdroshof, Brits. Gedateer te Brits op hede die 12de dag van Februarie 2001.

E J Burger, p/a E D Ras Burger & Balt, Prokureur vir Eiser, Ludorfstraat 64, Posbus 5, Brits, 0250.

Saak Nr.: 18030/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en NEL, PETRUS JOHANNES, Eerste Verweerder, en UMFULA ARTS AND CRAFTS (EDMS.) BEPERK, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Brits, by die Balju se kantoor te Smutsstraat 9, Brits, op 9 Maart 2001 om 08:30, van:

Resterende Gedeelte van Erf 189, geleë in die dorpsgebied te Kosmos, Registrasieafdeling JQ, provinsie Noordwes, groot 1.0447 hektaar, gehou kragtens Akte van Transport T28510/98 (beter bekend as Paul Krugerstraat 182, Kosmos, Hartebeespoort, provinsie Noordwes).

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

Verbeterings: Onverbeterde erf.

Besigtig voorwaardes by Balju Brits se kantore te Smutsstraat 9, Brits.

Tim du Toit & Kie. Ingelyf. (Tel. 320-6753.) (Verw. mnr. DV/D. Bogert/rdk.)

Case No. 10330/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and DESMOND GREEN, Defendant

Pursuant to a judgment granted by this Honourable Court on 25 May 2000 and a warrant of execution, the undermentioned property will be sold in execution by the Sheriff of the High Court, Klerksdorp, on 7 March 2001 at 10:00, at 1 Sheridan Street, Klerksdorp, to the highest bidder:

1. Erf 11, Eastleigh Industrial Area, Registration Division IP, Northwest Province, held by Deed of Transfer T70211/1998, measuring 1 485 square metres, known as 14 Sita Crescent, Eastleigh Industrial Area, Orkney.

2. Erf 1725, Orkney Township, Registration Division IP, Northwest Province, held by Deed of Transfer T41984/1999, measuring 2 353 square metres, known as 1 Sheridan Street, Orkney.

3. Portion 4 of Erf 2158, Orkney Township, Registration Division IP, Northwest Province, held by Deed of Transfer T53139/1995, measuring 1 091 square metres, known as 4 Hopkins Street, Klerksdorp.

Improvements are: Erf 11, Eastleigh Industrial Area—office suites with floor area of 93 m², store with floor area of 100 m².

Erf 1725, Orkney Township: Dwelling—entrance hall, lounge, dining-room, family room, kitchen, study, five bedrooms, two bathrooms, scullery, double garage, carport, out-room and separate toilet.

Portion 4 of Erf 2158, Orkney Township: Dwelling—lounge, dining-room, three bedrooms, two bathrooms, scullery, stoep, out-room and lapa.

No warranties regarding description extent or improvements are given.

The conditions of sale to be read out by the Sheriff at the time of the sale, will be available for inspection at the Sheriff's Office, Senpark, First Floor, corner of Voortrekker and Margaretha Streets, Klerksdorp.

Dated at Pretoria on this 15th day of February 2000.

J. J. Hurter, for Van Zyl Le Roux & Hurter Inc., Second Floor, 38 Church Square, Church Square (P.O. Box 974), Pretoria, 0001. (Tel. 323-0500.) (Ref. J. J. Hurter/HK/192001.)

Case No. 29676/99

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SA LIMITED, Plaintiff, and OCKERT PETRUS GEYSER, First Defendant, and JOHANNA CATHARINA GEYSER, Second Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Potchefstroom, in front of the main entrance of the Magistrate's Court, Van Riebeeck Street, Potchefstroom, on Friday, 9 March 2001 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Potchefstroom, 20 Borrius Street, Bailie Park, Potchefstroom, and will be read out prior to the sale taking place.

No warranties are given with regard to the description, extent and/or improvements of the property.

Property: Portion 1 of Erf 624, Potchefstroom, Registration Division IQ, North West Province, measuring 1 428 square metres, also known as 143 Kock Street, Potchefstroom.

Improvements: Dwelling—six living-rooms, four bedrooms, three bathrooms, kitchen, garage, outside bathroom and swimming-pool.

Zoned—residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. (012) 342-9164.] (Ref. Mr Coetzee/Belinda/F659.)

Saak No. 3128/00

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

in die saak tussen SAAMBOU BANK BEPERK, Eiser, en PHILMET METALS CK, Eerste Verweerder, en PHILLIPPUS JACOBUS JOUBERT, Tweede Verweerder, en JACOBA PETRONELLA JOUBERT, Derde Verweerder

Ingevolge 'n vonnis in die Potchefstroom Landdroshof en 'n lasbrief vir eksekusie gedateer 21 Julie 2000, sal die ondervermelde eiendom op 14 Maart 2001 om 10:00, te Die Store van die Balju, Vyfde Straat 71, Fochville, sonder voorbehoud aan die hoogste bieder verkoop word onderworpe aan die voorwaardes van verkoping wat nagegaan kan word te die kantoor van die Balju, Fochville:

Erf 55, geleë in die dorp Losberg, beter bekend as hoek van Chroom- en Goudstraat, Fochville, Registrasieafdeling IQ, provinsie Noordwes, Verbandakte B68125/92.

Bestaande uit: Stoor en toilette.

Die eiendom sal deur die Geregsbode van Fochville, 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 Fochville. Die balanskoopsom moet gewaarborg word deur 'n bank of bouvereniging betaalbaar by registrasie van die eiendom in die naam van die koper, welke gemelde waarborg gelewer moet word binne 30 (dertig) dae vanaf die datum van verkoping en moet gelewer word aan die Geregsbode van Fochville.

Gedateer te Potchefstroom op hierdie 14de dag van Februarie 2001.

J. B. Kok, vir Kok & Van Staden Prokureurs, Lukestraat 9, Potchefstroom, 2531.

Saak No. 8523/99

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen ABSA BANK BPK., Eiser, en SEATE BETHUEL RABAJI, Verweerder

Ter voldoening van 'n vonnis wat bogenoemde Vonnisskuldeiser teen Vonnisskuldenaar verkry het op 23 Augustus 1999 en ter uitvoering van 'n lasbrief vir eksekusie gedateer 17 November 2000, sal die ondergenoemde eiendom per openbare veiling verkoop word te die Landdroshof, Tlhabane, Tlhabane Kompleks, Motsatsestraat, Tlhabane, op 16 Maart 2001 om 10:00:

Sekere Erf 2933, Tlhabane 3, Registrasieafdeling JQ, Noordwes Provinsie, groot 624 (ses twee vier) vierkante meter, gehou kragtens Akte van Transport TG57291/1997.

Terme: 10% van die koopsom sal betaalbaar wees by toeslaan van die bod op die koper en moet die koper 'n goedgekeurde waarborg voorsien binne 14 (veertien) dae daarna. Die eiendom word voetstoots verkoop sonder enige waarborg hoegenaamd.

Die verkoopvoorwaardes van die veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju vir die Landdroshof, Tlhabane, en by die kantoor van die ondergetekende.

Geteken te Rustenburg op hierdie 12de dag van Februarie 2001.

Combrink Kgatshe Ing., Prokureur vir Eksekusieskuldeiser, Eerste Verdieping, Forum Gebou, Steenstraat 19 (Posbus 334), Rustenburg. [Tel. (014) 592-0311.] (Verw. mnr. Pienaar/tr/ELA034.)

Case No. 5552/96

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

In the matter between ESSAU CHELE, Execution Creditor, and JOSEPH THOM, Execution Debtor

Pursuant to judgment granted on 11 January 2000 by the Magistrate's Court for jurisdiction of Potchefstroom, and the subsequent warrant of execution issued by the Magistrate's Court of Potchefstroom, on 15 February 2001, will the items hereinafter listed be sold in execution:

Date: 23 March 2001.

Time: 10:00.

Place: 86 Wolmarans Street, Potchefstroom.

Condition: Strictly cash to the highest bidder and without reserve.

Goods: Stand No. 1512, Chabalala Street, Ikageng, Potchefstroom.

Dated at Potchefstroom on this 12th day of February 2001.

Aubrey Khanyile & Mafojane Attorneys, First Floor, Cosmya Building, 171 Kerk Street (P.O. Box 2576), Potchefstroom.
[Tel. (018) 294-7724.] (Ref. MM/EM/F1325.)

To: Clerk of the Court, Potchefstroom.

And to: The Sheriff, Magistrate's Court, Potchefstroom.

Saak No. 14612/00

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen ABSA BANK BPK., Eksekusieskuldeiser, en GEORGE KOBANG TSETSE, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof in bogemelde saak, sal 'n verkoping sonder reserwe deur die Geregsbode, Rustenburg, voor die Landdroshof, Rustenburg, op 9 Maart 2001 om 11:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word te tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Geregsbode:

Sekere Erf 11171, dorpsgebied Boitekong-uitbreiding 10, Registrasieafdeling JQ, Noordwes, groot 206 vierkante meter.

Terme: 10% (tien persent) van die koopprys en 5% (vyf persent) afslaersgelde (minimum R10) in kontant op die veilingsdag, die balans teen oordrag wat verseker word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente aan die versekerde skuldeiser, naamlik, ABSA Bank Bpk., in wie se guns verbande oor die eiendom geregistreer is, teen 'n koers van 16% per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom.

Geteken te Rustenburg hierdie 7de dag van Februarie 2001.

Zietsman-Horn Ingelyf, Kerkstraat 111, Rustenburg. (Verw. mev. C. Nel/rv/CA313/Rek A510.)

Saak No. 653/00

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen ABSA BANK BPK., Eksekusieskuldeiser, en ARMANDO NOE CUNA, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof in bogemelde saak, sal 'n verkoping sonder reserwe deur die Geregsbode, Rustenburg, voor die Landdroshof, Rustenburg, op 9 Maart 2001 om 11:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Geregsbode.

Sekere Erf 11863, dorpsgebied Boitekong-uitbreiding 10, Registrasieafdeling JQ, Noordwes, groot 205 vierkante meter.

Terme: 10% (tien persent) van die koopprys en 5% (vyf persent) afslaersgelde (minimum R10) in kontant op die veilingsdag, die balans teen oordrag wat verseker word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente aan die versekerde skuldeiser, naamlik, ABSA Bank Bpk., in wie se guns verbande oor die eiendom geregistreer is, teen 'n koers van 16% per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom.

Geteken te Rustenburg hierdie 5de dag van Februarie 2001.

Zietsman-Horn Ingelyf, Kerkstraat 111, Rustenburg. (Verw. mev. C. Nel/rv/CA243/Rek A434.)

Saak No. 19411/00

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen ABSA BANK BPK., Eksekusieskuldeiser, en THEBEETSILE JACK SYLAND, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof in bogemelde saak, sal 'n verkoping sonder reserwe deur die Geregsbode, Rustenburg, voor die Landdroshof, Rustenburg, op 9 Maart 2001 om 11:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Geregsbode:

Sekere Erf 12028, dorpsgebied Boitekong-uitbreiding 10, Registrasieafdeling JQ, Noordwes, groot 205 vierkante meter.

Terme: 10% (tien persent) van die koopprys en 5% (vyf persent) afslaersgelde (minimum R10) in kontant op die veilingsdag, die balans teen oordrag wat verseker word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente aan die versekerde skuldeiser, naamlik, ABSA Bank Bpk., in wie se guns verbande oor die eiendom geregistreer is, teen 'n koers van 16% per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom.

Geteken te Rustenburg hierdie 14de dag van Februarie 2001.

Zietsman-Horn Ingelyf, Kerkstraat 111, Rustenburg. (Verw. mev. C. Nel/rv/CA330/Rek A529.)

WESTERN CAPE WES-KAAP

MR N POTTER versus CILICIA BRENDA CAROLINA MARTIN

Wynberg, Case No. 15052/1993

The property: Erf 674, Ottery, in extent 595 square metres, situated at 22 Jasmyn Road, Ottery.

Improvements (not guaranteed): 1 single dwelling brick walls under tiled roof consisting of 3 bedrooms, kitchen, lounge, bathroom, toilet and garage.

Sale date: 14 March 2001 at 14:00.

Place of sale: 22 Jasmyn Road, Ottery.

Material conditions: The sale will be by public auction to the highest bidder subject to 10% deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg, Electric Road, Wynberg.

Dated at Wynberg this 31st day of January 2001.

Pincus Matz & Marquard, Attorney for Judgment Creditor, Wynberg Mews, Brodie Road, Wynberg. (Ref. Mrs Toerien/Z15816.)

Case No. 8551/2000

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

**In the matter between NBS a division of BOE BANK LIMITED, Plaintiff, and P. MOLLER
(previously VAN DEN HEEVER), Defendant**

In pursuance of a judgment in the Magistrate's Court of George and a warrant of execution dated 12 December 2000 the property hereunder listed will be sold in execution by the Sheriff George on 7 March 2001 at 10h00 to the highest bidder, at the premises, being:

Erf 7403, George, situated in the Municipality and Division of George, measuring 1414 square metres, held by Deed of Transfer Nr T15493, also known as 24 Meent Street, George.

The following improvements are reported to be on the property but nothing is guaranteed: House consisting of lounge, kitchen, 3 bedrooms, 1 1/2 bathroom, dining-room, 2 garages, servants quarter and outside toilet.

Conditions of sale:

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

2. *Terms:* The purchase price shall be paid as to 10% thereof on the date of sale to the Sheriff and the balance together with interest thereon at the rate of 19% per annum from date of registration of transfer shall be paid to the Sheriff, within 30 days or secured by an approved bank or building society guarantee.

3. *Conditions:* The full conditions of sale may be inspected at the offices of Messrs Stadler & Swart, 3 Doneraile Street, George and at the offices of the Sheriff, 36A Wellington Street, George.

Dated at George on this 24th day of January 2001.

Stadler & Swart, Attorney for Plaintiff, 3 Doneraile Street, George.

Case No. 3100/2000

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

**In the matter between NBS a division of BOE BANK LIMITED, Plaintiff, and JACOLE CC, First Defendant, and
LEON MELLET, Second Defendant**

In pursuance of a judgment in the Magistrate's Court of George and a warrant of execution dated 26 July 2000, the property hereunder listed will be sold in execution by the Sheriff George on 2 March 2001 at 11h00 to the highest bidder, at the premises, being:

Erf: Remainder of Portion 37 (portion of Portion 4) of Dwarsweg 260, George, situated in the Municipality and Division of George, measuring 41 0814 hectare, held by Deed of Transfer Nr T2225/94, also known as Farm Dwarsweg, George.

The following improvements are reported to be on the property but nothing is guaranteed: House consists of double storey face brick with lounge, kitchen, dining-room, study, 4 bedrooms, 1 1/2 bathrooms, 2 toilets, shed, store, servant's quarters and 2 toilets under main roof.

Conditions of sale:

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

2. *Terms:* The purchase price shall be paid as to 10% thereof on the date of sale to the Sheriff and the balance together with interest thereon at the rate of 19% per annum from date of registration of transfer shall be paid to the Sheriff, within 30 days or secured by an approved bank or building society guarantee.

3. *Conditions:* The full conditions of sale may be inspected at the offices of Messrs Stadler & Swart, 3 Doneraile Street, George and at the offices of the Sheriff, 36A Wellington Street, George.

Dated at George on this 24th day of January 2001.

Stadler & Swart, Attorney for Plaintiff, 3 Doneraile Street, George.

Case No. 185/99

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

NEDCOR BANK LIMITED versus JULIA JULIUS

The following property will be sold in execution by public auction held at Goodwood Court, to the highest bidder on Monday, 5 March 2001 at 09:00:

Erf 2741, Matroosfontein, in extent 123 (one hundred and twenty three) square metres, held by Deed of Transfer T4496/92, situated at 17 Doreen Street, Valhalla Park, Matroosfontein.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: Asbestos roof, brick walls, lounge, kitchen, 2 bedrooms and bathroom.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 22,75% per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 17th day of January 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.) (Ref. Mrs D Jardine/126778.)

Case No. 8313/99

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

**In the matter between SOUTH PENINSULA MUNICIPALITY, Judgment Creditor, and
SHAMIEL HARRIS, Judgment Debtor**

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 15 June 1999, the property listed hereunder, and commonly known as Erf 10378, Grassy Park, aka 105 7th Avenue, Grassy Park, will be sold in execution in front of the Court-house on Wednesday, 14 March 2001 at 10H00, to the highest bidder:

Erf 10378, Grassy Park, situated in the City of Cape Town (South Peninsula Administration), Cape Division, Western Cape Province, extent 342 (three hundred and forty two) square metres.

Held under Deed of Transfer T79710/1991.

The following improvements are reported to be on the property, but nothing is guaranteed: A single dwelling built of brick walls under asbestos roof, comprising of 3 bedrooms, kitchen, lounge, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg.

Dated at Cape Town this 31st day of January 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Judgment Creditor, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. Coll/G Hendricks/220098.)

Saak No. 4075/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen: ABSA BANK BEPERK, Eiser, en TRADEFIRM 171 (PTY) LTD, Verweerders

Die volgende eiendom sal in eksekusie verkoop word deur die Balju van die Hooggeregshof, Maitland, by die perseel geleë te Eerste Straat Nr 4, Maitland, op Maandag, 12 Maart 2001 om 10H00, aan die hoogste bieder:

Erf 22961, Kaapstad te Maitland, geleë in die Stad van Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 397 (drie honderd sewe-en-negentig) vierkante meter gehou kragtens Transportakte Nr T101630/99.

2. Die volgende verbeterings word aangedui, maar nie gewaarborg nie: Dubbelverdieping baksteengebou (587 vierkante meter) met ontvangslokaal en stoorkamers op grondvlak en kantore op eerste vlak van gebou.

3. *Betaling:* 10% (tien per centum) van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans (plus rente teen die heersende ABSA Bank verbandkoers bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag) teen registrasie van oordrag, welke bedraë verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping afgelewer moet word.

4. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

5. *Voorwaardes:* Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Balju voorgelees word en lê ter insae in sy kantoor te Arielstraat 6, Maitland.

Gedateer te Kaapstad op hierdie 29ste dag van Januarie 2001.

J. J. Niemand, vir De Klerk & Van Gend, Prokureur vir Eiser, ABSA Gebou, Adderleystraat 132, Kaapstad.

Navrae: J. Coetzee, Balju van die Hooggeregshof, Maitland (Posbus 624), Maitland, 7404. [Tel. (021) 593-0673.] [Faks (021) 593-0682.]

Saak No. 21782/00

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen: ABSA BANK BEPERK, Eiser, en DENVOR KELVIN VAN EEDEN, Eerste Verweerder,
en CYNTHIA ROSE VAN EEDEN, Tweede Verweerder**

Kragtens 'n uitspraak van bomelde Agbare Hof en lasbrief vir eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Donderdag, 15 Maart 2001 om 09:00 by die Landdroskantoor, Voortrekkerweg, Bellville.

Eiendom: Erf 14425, Parow.

Straatadres: Charl Uysstraat 14, Parow Vallei, groot 584 (vyfhonderd vier-en-tagtig) vierkante meter, gehou kragtens Transportakte T90914/95.

Voormelde eiendom is beswaar met die volgende verband te wete: Verband No. B85853/96 vir 'n bedrag van R11 430,00 plus 'n addisionele bedrag van R4 000 ten gunste van ABSA Bank Beperk.

Verband No. B81620/95 vir 'n bedrag van R115 000 plus addisionele bedrag van R24 000 ten gunste van ABSA Bank Beperk.

Veilingsvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe No. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande Titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalings van Artikel 66 van voormelde Wet.

2. Een-tiende ($\frac{1}{10}$) van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n Bank- of Bougenootskapwaarborg, gewaarborg word.

3. Die verkoping is onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Bellville.

Gedateer te Bellville op hierdie 30ste dag van Januarie 2001.

D. A. Muller, vir Bellingan-Muller-De Villiers Ing., Edward IV, Edwardstraat 122, Tygervallei.

Case No. 18321/2000

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

In the matter between: FIRSTRAND BANK LIMITED (formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and JOHN JOSEPH MABIE, First Defendant, and LOUISA MAGDALENA MABIE, Second Defendant

In the above matter a sale will be held in front of the Civil Court, Van Riebeeck Road, Kuils River, on Friday, 9 March 2001 at 9:00 am.

Erf 7991, Kraaifontein, in the Oostenberg Municipality, Division of Paarl, Province of the Western Cape, measuring 608 square metres, also known as No. 112 Milton Way, Scottsville, Kraaifontein.

Conditions of sale:

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

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of fourteen comma five per centum (14,5%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising 3 bedrooms, lounge, TV room, dining-room, kitchen, bathroom, toilet and outside toilet.

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

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, corner of Willie van Schoor & Old Oak Roads, Bellville. (Tel. 914-4660.) (Ref. H. Crous/lr.)

Saak No. 4/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

In die saak tussen: mnr. COBIN VAN DYK, handeldrywende as AYLESBURY, Vonnisskuldeiser, en JOHANNA MARIA TRAUTMAN, Vonnisskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof te Vredenburg sal 'n veiling van die ondervermelde eiendom gehou word op Vrydag, 9 Maart 2001 om 12H00 by die perseel, naamlik:

Erf 2534, Vredenburg, in die munisipaliteit W.S.O.R., Administratiewe Afdeling Malmesbury, provinsie Wes-Kaap, groot 830 vierkante meter, geleë te Ameliastraat 15, Vredenburg, bestaande uit sitkamer, eetkamer, kombuis, 3 slaapkamers, badkamer en 'n motorhuis (niks gewaarborg nie).

Veilingsvoorwaardes:

1. Die verkoping is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe Nr. 32 van 1944, en die eiendom word voetstoots verkoop en onderhewig aan die titelvoorwaardes daarvan.
 2. Een-tiende ($\frac{1}{10}$) 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 belasting, diensgelde en enige bykomende koste.
 4. Die volledige voorwaardes van die veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju vir die Landdros, Vredenburg, en by die kantoor van die ondergetekende.
- Gedateer te Vredenburg op hierdie 2de dag van Februarie 2001.
- Swemmer & Levin, Prokureurs vir Vonnisskuldeiser, h/v Hoof- en Kerkstraat, Vredenburg. (Verw. K. Potgieter/mg/KT0149/11.)

Saak No. 1237/2000**IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG**

**In die saak tussen: MCCARTHY RETAIL LIMITED, t/a MCCARTHY TRUCK CENTRE, Vonnisskuldeiser, en
JUSTICE TRIUMPH MOSS, trading as MOSS TRANSPORT, Vonnisskuldenaar**

Ter uitvoering van 'n vonnis van die Landdroshof te Vredenburg sal 'n veiling van die ondervermelde eiendom gehou word op Vrydag, 9 Maart 2001 om 10H00 by die Landdroskantoor, Vredenburg.

Erf 7492, Saldanha, in die munisipaliteit W.S.O.R., administratiewe afdeling Malmesbury, provinsie Wes-Kaap, groot 275 vierkante meter, geleë te Vraagomstraat 58, Diazville, Saldanha, bestaande uit motorhuis, 2 slaapkamers, badkamer en kombuis (niks gewaarborg nie).

Veilingsvoorwaardes:

1. Die verkoping is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe Nr. 32 van 1944, en die eiendom word voetstoots verkoop en onderhewig aan die titelvoorwaardes daarvan.
2. Een-tiende ($\frac{1}{10}$) 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 belasting, diensgelde en enige bykomende koste.
4. Die volledige voorwaardes van die veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju vir die Landdros, Vredenburg, en by die kantoor van die ondergetekende.

Gedateer te Vredenburg op hierdie 2de dag van Februarie 2001.

Swemmer & Levin, Prokureurs vir Vonnisskuldeiser, hoek van Hoof- en Kerkstraat, Vredenburg. (Verw. K. Potgieter/mg/KM0325/6.)

Saak No. 1848/98**IN DIE LANDDROSHOF VIR DIE DISTRIK CALEDON GEHOU TE CALEDON**

**In die saak tussen: GUTHRIE & THERON, Eksekusieskuldeiser, en mnr. & mev. J & P WEHLERS,
Eksekusieskuldenaars**

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Caledon op 23 September 1998 sal die onderstaande eiendom om 11:00 op 9 Maart 2001 te Fullardstraat 71, Riviersonderend, geregelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 661, Riviersonderend, groot 347 vierkante meter, gehou kragtens Transportakte Nr. T61774/96 en beter bekend as Fullardstraat 71, Riviersonderend, in die munisipaliteit Theewaterskloof, afdeling Caledon.

Die volgende verbeterings word genoem maar nie gewaarborg nie: 'n Woning wat bestaan uit slaapkamer, kombuis en toilet.

Die belangrikste voorwaardes daarin vervat is die volgende:

1. Die veiling is onderhewig aan die bepalings van die Landdroshowewet, Nr. 32 van 1944, so os gewysig, en die eiendom word "voetstoots" verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van die bogenoemde Wet.

2. Tien persent van die koopprys van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopsvoorwaardes, sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprys, tesame met die rente daarop verreken teen 21,25%, is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlik en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 dae na die waarborg.

3. Die volledige verkoopsvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Caledon se kantoor.

Gedateer te Caledon op hierdie 2de dag van Februarie 2001.

Balju van die Hof.

C. S. Cilliers, vir Guthrie & Theron, Eiser se Prokureurs, Hawstraat 6, Caledon, 7230. [Tel. (028) 212-1060.] (Docex: DX 1.) (Verw. CSC/pm.) (Lêernr. LG0642.)

Case No. 9809/99

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

In the matter between CITY OF CAPE TOWN (formerly "CENTRAL SUBSTRUCTURE OF THE CAPE METROPOLITAN AREA" formerly "THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN" and also formerly "MUNICIPALITY OF CAPE TOWN"), Plaintiff, and DANIEL JACOB CORNELIUS, First Defendant, and VERONICA PATRICIA CORNELIUS, Second Defendant

The following will be sold in Execution on 13 March 2001 at 10h00 Mitchells Plain Court, to the highest bidder:

Erf 13064, Mitchells Plain, Cape, 176 square metres, held by Deed of Transfer T98462/1996, situated at 5 Mitchell Rocklands, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling: Brick dwelling under tiled roof consisting of 3 bedrooms, bathroom/toilet, lounge and kitchen with carpeted floors, burglar bars and vibracrete fencing.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the Sale and the balance (plus interest at the current rate of 15.50% p.a. calculated on the Judgment Creditor's claim from the date of Sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the Sale.

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

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

C & A Friedlander Inc., 3rd Floor, 42 Keerom Street, Cape Town. (Ref. C L Silverwood/Z03466.)

Case No. 9316/99

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

In the matter between CITY OF CAPE TOWN (formerly "CENTRAL SUBSTRUCTURE OF THE CAPE METROPOLITAN AREA" formerly "THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN" and also formerly "MUNICIPALITY OF CAPE TOWN"), Plaintiff, and ALWIN JOHN CAROLISSEN, Defendant

The following will be sold in Execution on 13 March 2001 at 10h00 Mitchells Plain Court, to the highest bidder:

Erf 41918, Mitchells Plain, Cape, 240 square metres, held by Deed of Transfer T62282/1995, situated at 41 Waterberg, Tafelsig.

1. The following improvements are reported but not guaranteed: Dwelling: Brick dwelling under asbestos roof consisting of 2 bedrooms, bathroom/toilet, lounge, living-room, dining-room, kitchen and garage.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the Sale and the balance (plus interest at the current rate of 15.50% p.a. calculated on the Judgment Creditor's claim from the date of Sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the Sale.

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

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

C & A Friedlander Inc., 3rd Floor, 42 Keerom Street, Cape Town. (Ref. C L Silverwood/Z03521.)

Case No. 2934/99

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

In the matter between CITY OF CAPE TOWN (formerly "CENTRAL SUBSTRUCTURE OF THE CAPE METROPOLITAN AREA" formerly "THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN" and also formerly "MUNICIPALITY OF CAPE TOWN"), Plaintiff, and SOFIA BEUKES, Defendant

The following will be sold in Execution on 13 March 2001 at 10h00 Mitchells Plain Court, to the highest bidder:

Erf 11994, Mitchells Plain, Cape, 160 square metres, held by Deed of Transfer T286/1992, situated at 7 Argo, Rocklands, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling: Brick dwelling under tiled roof consisting of 3 bedrooms, bathroom/toilet, lounge and kitchen with burglar bars and vibracrete walls.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the Sale and the balance (plus interest at the current rate of 15.50% p.a. calculated on the Judgment Creditor's claim from the date of Sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the Sale.

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

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

C & A Friedlander Inc., 3rd Floor, 42 Keerom Street, Cape Town. (Ref. C L Silverwood/Z03389.)

Case No. 8633/00

IN THE MAGISTRATE'S COURT KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED versus EDWARD ELLIOT and LYDIA ELLIOT

The following property will be sold in Execution to the highest bidder at a Public Auction to be held at Magistrate's Court Kuils River on Monday, 12 March 2001 at 9:00:

Erf 6232, Blue Downs, situated in the Oostenberg Municipality, in extent 384 (three hundred and eighty-four) square metres, held by Deed of Transfer No. T20035/95 and situated at 7 Eland Street, Electric City, Eerste River.

Conditions of sale:

1. The full Conditions of Sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a 3 bedrooms, lounge, kitchen, bathroom and toilet and tiled roof.

3. *Payment:* 10% of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the Sale and the full balance thereof with interest at the rate of 14,5% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

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

Dated at Bellville on 30 January 2001.

J Van Niekerk, for Laubshcer & Hattingh, Plaintiff's Attorneys.

Case No. 17773/2000

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and CLINTON DIRKS & PETRONELLA MARCHELLE DIRKS, and BENJAMIN DIRKS, Judgment Debtors

In execution of the judgment of the Magistrate's Court, Mitchells Plain, in the above matter, a sale will be held on Thursday the 8th day of March 2001 at 10h00 at the Courthouse, Mitchells Plain, of the following immovable property:

Erf 28999, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, measuring 204 square metres, held by the Defendants under Deed of Transfer No T1457/00.

Also known as: 7 Gorge Street, Eastridge, Mitchells Plain, and comprising a dwelling consisting of 3 bedrooms, a lounge, a kitchen, bathroom & toilet.

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

1. The sale is subject to the terms and conditions of the Magistrate's Courts Act No 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act. The price bid shall be exclusive of Value-added Tax and the Purchaser shall pay Value-added Tax on the purchase price as provided for in the Conditions of Sale, subject to the provisions thereof.

2. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the Conditions of Sale to be paid against registration of transfer and secured within fourteen (14) days after the date of sale by an approved bank guarantee.

And subject further to the full Conditions of Sale which will be read out immediately before the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

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

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L A Whittaker/ad 219963.)

Case No. 23096/1999

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and QUINTON ROWAN STEVENS, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Bellville, in the above matter, a sale will be held on Thursday, 8 March 2001 at 09:00 at the Court-house, Bellville, of the following immovable property:

Erf 8345, Parow, in the City of Tygerberg, Cape Division, Western Cape Province, measuring 496 square metres, held by the Defendant under Deed of Transfer T20313/94, also known as 16 Webner Street, Ravensmead, Cape and comprising a dwelling consisting of three bedrooms, a lounge, a kitchen, bathroom/toilet, a garage and a store-room.

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

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act. The price bid shall be exclusive of value-added tax and the purchaser shall pay value-added tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One-tenth (1/10th) of the purchase price shall be paid in cash or by means of a bank cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer and secured within fourteen (14) days after the date of sale by an approved bank guarantee.

And subject further to the full conditions of sale which will be read out immediately before the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, Bellville.

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

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L. A. Whittaker/ad 211506.)

Case No. 2412/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and FELIX GUSTAV CLARK, First Defendant, and BARBARA ETHEL CLARK, Second Defendant

In the above matter a sale will be held on Tuesday, 6 March 2001 at 11:30 at the site of 18 Kareeboom Street, Thornton, being:

Erf 64, Thornton, situated in the City of Cape Town, Cape Division, Province of the Western Cape, measuring 631 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchaser price together with interest thereon at the Seller's Mortgage Bond interest rate, prevailing from time to time and currently at fourteen comma five per centum (14,5%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, garage and swimming-pool. Granny flat consisting of bathroom, kitchen and two bedrooms.

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

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, cnr. Willie van Schoor and Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. H. Crous/lr.)

Case No. 1389/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARIUS HATTINGH, First Defendant, and
ONEKA LOUISE HATTINGH, Second Defendant**

In the above matter a sale will be held on Monday, 5 March 2001 at 11:30 at the site of 103 Gertrude Street, Goodwood, being:

Erf 4981, Goodwood, situated in the City of Tygerberg, Cape Division, Province of the Western Cape, measuring 495 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchaser price together with interest thereon at the Seller's Mortgage Bond interest rate, prevailing from time to time and currently at fourteen comma five per centum (14,5%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising lounge, dining-room, TV room, kitchen, two bedrooms, bathroom, separate toilet, store-room, servant's room, garage and carport.

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

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, cnr. Willie van Schoor and Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. H. Crous/lr.)

Saak No. 3149/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

**In die saak tussen STANFORD MUNISIPALITEIT, Eiser, en J J KAPOT, 1ste Verweerder, en
L PIETERSEN, 2de Verweerder**

Ingevolge 'n vonnis in die Landdroshof te Hermanus en 'n lasbrief vir eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 14 Maart 2001 om 10h00 te die kantore van die Stanford Munisipaliteit, Queen Victoriastraat 17, Stanford:

Erf 1365, Stanford, in die Overstrand Munisipaliteit, Afdeling Caledon, provinsie Wes-Kaap, groot 200 vierkante meter, geleë te Dreyerstraat 1365, Stanford 7210, gehou kragtens Transportakte Nr. T82637/1998.

Die verbetering op die eiendom bestaan uit die volgende: 'n Woonhuis.

Verkoopvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Landdroshowewet, Wet 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van die bogenoemde Wet.

2. Tien persent van die koopprijs van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprijs tesame met die rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju Hermanus se kantoor.

Aan: Die Balju van die Hof, Landdroshof, Hermanus, 7200.

Hannes Pretorius Prokureurs, Prokureur vir Eiser, 1ste Vloer, Fashion Square, Hoofweg 137, Hermanus, 7200.

Saak No. 3237/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

In die saak tussen STANFORD MUNISIPALITEIT, Eiser, en N SIDELO, 1ste Verweerder, en P JONI, 2de Verweerder

Ingevolge 'n vonnis in die Landdroshof te Hermanus en 'n lasbrief vir eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 14 Maart 2001 om 10h00 te die kantore van die Stanford Munisipaliteit, Queen Victoriastraat 17, Stanford:

Erf 1538, Stanford, in die Overstrand Munisipaliteit, Afdeling Caledon, provinsie Wes-Kaap, groot 176 vierkante meter, geleë te Melkhoutstraat 1538, Stanford 7210, gehou kragtens Transportakte Nr. T42510/1999.

Die verbeterings op die eiendom bestaan uit die volgende: 'n Woonhuis.

Verkoopvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Landdroshowewet, Wet 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van die bogenoemde Wet.

2. Tien persent van die koopprijs van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprijs tesame met die rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju Hermanus se kantoor.

Aan: Die Balju van die Hof, Landdroshof, Hermanus, 7200.

Hannes Pretorius Prokureurs, Prokureur vir Eiser, 1ste Vloer, Fashion Square, Hoofweg 137, Hermanus, 7200.

Saak No. 2176/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

In die saak tussen STANFORD MUNISIPALITEIT, Eiser, en N N NTLEKI, Verweerder

Ingevolge 'n vonnis in die Landdroshof te Hermanus en 'n lasbrief vir eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 14 Maart 2001 om 10h00 te die kantore van die Stanford Munisipaliteit, Queen Victoriastraat 17, Stanford:

Erf 1530, Stanford, in die Overstrand Munisipaliteit, Afdeling Caledon, provinsie Wes-Kaap, groot 180 vierkante meter, geleë te Melkhoutstraat 1530, Stanford 7210, gehou kragtens Transportakte Nr. T40949/1999.

Die verbeterings op die eiendom bestaan uit die volgende: 'n Woonhuis.

Verkoopvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Landdroshowewet, Wet 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van die bogenoemde Wet.

2. Tien persent van die koopprijs van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprijs tesame met die rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju Hermanus se kantoor.

Aan: Die Balju van die Hof, Landdroshof, Hermanus, 7200.

Hannes Pretorius Prokureurs, Prokureur vir Eiser, 1ste Vloer, Fashion Square, Hoofweg 137, Hermanus, 7200.

Saak No. 3267/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

In die saak tussen STANFORD MUNISIPALITEIT, Eiser, en B. NIEMAND, Verweerder

Ingevolge 'n Vonnis in die Landdroshof te Hermanus en 'n Lasbrief vir Eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 14 Maart 2001 om 10h00, te die Kantore van die Stanford Munisipaliteit, Queen Victoriastraat 17, Stanford:

Erf 1646, Stanford, in die Overstrand Munisipaliteit, Afdeling Caledon, Provinsie Wes-Kaap.

Groot: 184 vierkante meter.

Geleë te: Compactastraat 1646, Stanford 7210.

Gehou kragtens Transportakte Nr. T42589/1999.

Die verbetering op die eiendom bestaan uit die volgende: 'n Woonhuis.

Verkoopsvoorwaardes:

1. Die veiling is onderhewig aan die bepalinge van die Landdroshowewet, Wet 32 van 1944, soos gewysig, en die eiendom word "voetstoots" verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van die bogenoemde Wet.

2. Tien persent van die koopprijs van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopsvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprijs tesame met die rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of Bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopsvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Hermanus se kantoor.

Aan: Die Balju van die Hof, Landdroshof, Hermanus, 7200.

Hannes Pretorius Prokureurs, Prokureurs vir Eiser, Eerste Verdieping, Fashion Square, Hoofweg 137, Hermanus, 7200.

Saak No. 2172/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

In die saak tussen STANFORD MUNISIPALITEIT, Eiser, en E. MACLEIN, Verweerder

Ingevolge 'n Vonnis in die Landdroshof te Hermanus en 'n Lasbrief vir Eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 14 Maart 2001 om 10h00, te die Kantore van die Stanford Munisipaliteit, Queen Victoriastraat 17, Stanford:

Erf 1553, Stanford, in die Overstrand Munisipaliteit, Afdeling Caledon, Provinsie Wes-Kaap.

Groot: 180 vierkante meter.

Geleë te: Compactastraat 1553, Stanford 7210.

Gehou kragtens Transportakte Nr. T68172/1999.

Die verbetering op die eiendom bestaan uit die volgende: 'n Woonhuis.

Verkoopsvoorwaardes:

1. Die veiling is onderhewig aan die bepalinge van die Landdroshowewet, Wet 32 van 1944, soos gewysig, en die eiendom word "voetstoots" verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van die bogenoemde Wet.

2. Tien persent van die koopprijs van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopsvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprijs tesame met die rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of Bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopsvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Hermanus se kantoor.

Aan: Die Balju van die Hof, Landdroshof, Hermanus, 7200.

Hannes Pretorius Prokureurs, Prokureurs vir Eiser, Eerste Verdieping, Fashion Square, Hoofweg 137, Hermanus, 7200.

Saak No. 19682/2000

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

In die saak tussen ABSA BANK LIMITED, Vonnisskuldeiser, en NEIL VAUGHN VERMEULEN, Eerste Vonnisskuldenaar, en RUWEIDA COLLOP, Tweede Vonnisskuldenaar

Ter uitvoering van 'n Vonnis van die bogemelde Agbare Hof gedateer 8 Desember 2000 sal die volgende onroerende eiendom geregtelik verkoop word op die 13 dag van Maart 2001 om 10h00 te Mitchells Plain Hof aan die hoogste bieder:

Erf 48428, Mitchells Plain, geleë in die Stad Kaapstad, Afdeling Kaap, Weskaapse Provinsie, groot 239 m² (Reygersdallaan 36, Strandfontein) bestaande uit woonhuis van baksteen onder teëldak bestaande uit 3 slaapkamers, sement vloere oop-plan kombuis, sitkamer, badkamer met toilet, vibre-crete omheining en diefwering onderhewig aan die volgende voorwaardes en sodanige voorwaardes wat deur die Balju by die veiling uitgelees sal word:

Voorwaardes: Die eiendom sal verkoop word onderworpe aan die bepalings van die Wet op Landdroshowe (Wet 32 van 1944), die bepalings van die huidige Titellakte van die eiendom en betaling van 'n deposito van 10% van die koopprys aan die Balju onmiddellik na die verkoping of in konant, of per Bankgewaarborgde tjek. Die balans koopprys plus rente teen 14,5% per jaar op die vonnisskuld verskuldig vanaf datum van verkoping tot datum van registrasie van transport, verseker te word deur 'n goedgekeurde Bankwaarborg wat aan die Balju voorsien moet word binne veertien dae na datum van verkoping.

Die koper moet alle oordragkoste, eiendomsbelasting en munisipale- of deeltitelheffings aan die oordragprokureurs betaal. Verkoopsvoorwaardes kan geïnspekteer word by die kantoor van die Balju van bogemelde Hof.

Gedateer te Durbanville op hierdie 29 dag van Januarie 2001.

E. Louw, vir Louw & Coetzee, Eiser se Prokureurs, Hoofweg 35 (Posbus 146), Durbanville. [Tel. (021) 976-3180.] (Ref. E. Louw/Esmé.)

Case No. 5531/99

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

NEDCOR BANK LIMITED versus F & D M LIEBENBERG

The property: Erf 120839, Retreat.

In extent: 326 square metres.

Situate at: 55 Tango Crescent, Retreat.

Improvements (not guaranteed): Single dwelling, brick walls, asbestos roof, 2 bedrooms, lounge, kitchen, bathroom/toilet.

Date of sale: 12 March 2001 at 2.00 p.m.

Place of sale: 55 Tango Crescent, Retreat.

Material conditions: The Sale will be voetstoots, by Public Auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg South, Electric Road, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, Fifth Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 6645/1991

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

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED, Reg. No. 87/01384/06, Plaintiff, and WILLIAM HENRY DAVID ELLIOTT, First Defendant, and FIONA PHOEBE ELLIOTT, Second Defendant

In pursuance of a Judgment of the Magistrate's Court of Kuilsriver and Writ of Execution dated 7 August 1991, the property listed hereunder, and commonly known as 14 Ibis Street, Electric City, Blue Downs, will be sold in Execution in front of the Court House on Wednesday, 14 March 2001 at 9H00, to the highest bidder:

Erf 6260 (Portion of Erf 6127) Blue Downs, situate in the Oostenberg Municipality, Cape Division, Western Cape Province.

Extent: 460 (four hundred and sixty) square metres.

Held under: Deed of Transfer No. T15962/90.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick under a tiled roof comprising 3 bedrooms, lounge, diningroom, kitchen, bathroom, toilet.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuilsriver, 29 Northumberland Road, Bellville. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 25 January 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. C. Smith/N51951.)

Case No. 12171/1998

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

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED, Reg. No. 87/01384/06, Plaintiff, and AREND LOTTERING, First Defendant, and ELIZABETH RUTH LOTTERING, Second Defendant

In pursuance of a Judgment of the Magistrate's Court of Kuilsriver and Writ of Execution dated 5 May 2000, the property listed hereunder, and commonly known as 24 Kannabast Street, Beverley Park, Eerste River, will be sold in Execution in front of the Court House on Wednesday, 14 March 2001 at 9H00, to the highest bidder:

Erf 3742 (Portion of Erf 581) Eerste River, situate in the Oostenberg Municipality, Stellenbosch Division, Western Cape Province.

Extent: 338 (three hundred and thirty eight) square metres.

Held under: Deed of Transfer No. T34109/92.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey residence built of brick walls under a tiled roof comprising, 2 bedrooms, lounge, kitchen, bathroom, toilet.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuilsriver and Bellville, 29 Northumberland Road, Bellville. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 25 January 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. C. Smith/N52970.)

Case No. 17662/1995

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

In the matter between NBS BANK LIMITED formerly NATAL BUILDING SOCIETY LIMITED Reg No. 87/01384/06, Plaintiff, and KEVIN LESLIE MAXWELL, First Defendant, and BEVERLEY ANN MAXWELL, Second Defendant

In pursuance of a Judgment of the Magistrate's Court of Mitchell's Plain and Writ of Execution dated 8 February 1996, the property listed hereunder, and commonly known as 8 Barbara Close, Eerste River, will be sold in Execution in front of the Court House on Wednesday, 14 March 2001 at 9H00 to the highest bidder.

Erf: 5352, Eerste River, situated in the Oostenberg Municipality, Cape Division, Western Cape Province, extent 297 (two hundred and ninety seven) square metres, held under Deed of Transfer No. T34547/89.

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

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Road, Bellville. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 25 January 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor NBS Waldorf, 80 St George's Mall, Cape Town. (Ref: C Smith/N50020.)

THE CAPE OF GOOD HOPE PROVINCIAL DIVISION OF THE HIGH COURT OF SOUTH AFRICA

In the matter between ABSA BANK LTD, Plaintiff, and JUSTIN RORY MACKENZIE LEWIS, Defendant

Please take notice that pursuant to a judgment in the above Honourable Court, the following properties will be sold in execution on Wednesday, 7 March 2001 at 11H00 at the premises of the Defendant, being Flat Number G37, Flat Number G38, Flat Number F37 and Flat Number F38, Keurbooms River Lodge, Keurbooms River, Plettenberg Bay to the highest bidder:

(1) A Unit (Flat No G37) consisting of:

(a) Section No 74, as shown and more fully described on Sectional Plan No SS462/98 in the scheme known as Keurbooms River Lodge in respect of the land and building or buildings situated at Knysna, in the Municipality of Knysna, of which section the floor area, according to the said Sectional Plan, is 115 (one hundred and fifteen) square metres in extent; and

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

Held by Deed of Transfer No. ST701/1999.

(2) A Unit (Flat No G38) consisting of

(a) Section No 75, as shown and more fully described on Sectional Plan No SS462/98 in the scheme known as Keurbooms River Lodge in respect of the land and building or buildings situated at Knysna, in the Municipality of Knysna of which section the floor area, according to the said Sectional Plan, is 115 (one hundred and fifteen) square metres in extent; and

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

Held by Deed of Transfer No ST701/1999.

(3) A Unit (Flat No F37) consisting of

(a) Section No 76, as shown and more fully described on Sectional Plan No SS462/98 in the scheme known as Keurbooms River Lodge in respect of the land and building or buildings situated at Knysna, in the Municipality of Knysna, of which section the floor area, according to the said Sectional Plan, is 112 (one hundred and twelve) square metres in extent; and

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

Held by Deed of Transfer No ST701/1999.

(4) A Unit (Flat No F38) consisting of

(a) Section No 77, as shown and more fully described on Sectional Plan No SS462/98 in the scheme known as Keurbooms River Lodge in respect of the land and building or buildings situated at Knysna, in the Municipality of Knysna, of which section the floor area, according to the said Sectional Plan, is 112 (one hundred and twelve) square metres in extent; and

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

Held by Deed of Transfer No. ST701/1999.

2. The following improvements are reported in respect of each unit, but not guaranteed: Sectional Title Unit in security controlled complex with 3 bedrooms, lounge, kitchen, dining room and 2 bathrooms.

3. *Payment:* 10% of the purchase price on the day of the sale in cash or by an approved bank guarantee and the balance (together with interest thereon at ABSA Bank Limited's ruling rate of interest on bonds from date of signature to date of registration of transfer) on the date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of this Sale.

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

5. *Conditions:* The full Conditions of Sale will be read out immediately prior to the Sale and may be inspected at the Sheriff's office at 11 Uil Street, Industria, Knysna.

Dated at Cape Town on this 31st day of January 2001.

J J Niemand, for De Klerk & Van Gend Inc., Attorneys for Plaintiff, ABSA Bank Building, 132 Adderley Street, Cape Town.

Enquiries: Nico Louw, Sheriff Knysna, Knysna, P O Box 927, Knysna, 11 Uil Street, Industria, Knysna. [Tel: (044) 382-3829.] [Fax: (044) 382-4589.]

Case No. 5842/96

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

In the matter between FIRSTRAND BANK LIMITED, formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and ZAMIKHAYA LUVIOUS BAM, Defendant

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at Magistrate's Court, Mitchells Plain, on Thursday, 15 March 2001 at 10h00 of the undermentioned property of the Defendant on the conditions that will lie for inspection at the offices of the Sheriff for Khayelitsha prior to the sale:

Erf 18474, Khayelitsha, in the City of Cape Town Municipality, Stellenbosch Division, Western Cape Province, in extent three hundred and fifteen (315) square metres, held by Deed of Transfer T37520/1995, also known as 3 Mpilo Street, Village 1, Bongweni, Khayelitsha.

The property is improved as follows, though in this respect nothing is guaranteed: A single-storey dwelling under asbestos roof consisting of a lounge, kitchen, 3 bedrooms, bathroom and toilet.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the High Court Act, the Rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. 10% (ten per centum) of the purchase price shall be paid in cash or bank guaranteed cheque immediately after the property is declared to be sold, the balance (payable against registration of transfer) shall be secured by a bank/building society or other acceptable guarantee to be furnished within 14 (fourteen) days of the date of the sale.

3. Auctioneer's charges payable on the day of the sale to be calculated as follows: Five per centum (5%) on the proceeds of the sale up to a price of thirty thousand rand (R30 000,00) and thereafter three per centum (3%) to a maximum of seven thousand rand (R7 000,00). Minimum charges: two hundred and sixty rand (R260,00).

Dated at Cape Town on this 5th day of February 2001.

Burton-White, Plaintiff's Attorneys, Suite 306, Victoria Wharf Offices, Victoria & Alfred Waterfront, DX1, Waterfront. (Tel. 419-9310.) (Ref. D Burton/F427.)

Case No. 2671/97

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

In the matter between ABSA JOHANNESBURG, Plaintiff, and JAN JOHANNES SWARTZ, 1st Defendant, and MAUREEN SWARTZ, 2nd Defendant

In pursuance of judgment granted on 05.05.1997, in the Kuils River Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 9/03/2001 at 09:00, at Kuils River Court Sale, to the highest bidder:

Description: Erf 80, Gaylee, in the Cape Metropolitan Council, Division Stellenbosch, Province Western Cape; also known as 49 Meadow Way, Austinville, Blackheath, in extent 475 square metres.

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

Held by the Defendants in their name under Deed of Transfer T54368/96.

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

2. The purchaser shall pay 10% of the purchase price in cash or by bank-guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville this 29th day of January 2001.

E. C. Jearey, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; P.O. Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/SS/A0068/8.)

Case No. 2826/00

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

**In the matter between TRANSNET LIMITED, Judgment Creditor, and
PETRUS HENRY ADAMS & SERENA FAITH ADAMS, Judgment Debtors**

The following will be sold in execution in front of the Court-house for the District of Kuils River on Friday, 16 March 2001 at 09:00 to the highest bidder:

Erf 4680, Eerste River, measuring 405 square metres, held by Deed of Transfer T68769/1990, situated at 22 Daventry, Stratford Green, Eerste River.

1. The following improvements on the property are reported but nothing is guaranteed: Single dwelling unit of brick walls under tiled roof.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17% on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer which amounts are to be secured by approved bank guaranteed cheque to be delivered within 14 days of the sale.

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

4. The full conditions of sale which will be read out by the Sheriff prior to the sale and may be inspected at the office of the Sheriff.

C H Dreyer, for Silberbauers—Brits, Plaintiff's Attorneys, Second Floor, ABSA Building, Cross Street, Bellville. (Ref. CHD/at/100561.)

Case No. 971/2000

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

**In the matter between FIRSTRAND BANK LIMITED (formerly FIRST NATIONAL BANK OF SA LIMITED), Plaintiff, and
Mr ISMAIL SAYEED, 1st Defendant, and Mrs JENNIFFER ANN HEUVEL, 2nd Defendant**

In terms of a judgment granted by the Magistrate's Court of Wynberg, dated 11th May 2000, and a warrant of execution dated 11th May 2000 the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on site to the highest bidder, on 6th March 2001 at 12H00:

Erf 32640, Cape Town, at Athlone in the City of Cape Town, Cape Division, Western Cape Province, also known as Cornflower Street, ISFO Centre, Brigetown, Athlone, in extent 643 (six hundred and forty three) square metres.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: A brick and mortar duplex building under asbestos roof with the top part consisting of: 2 flatlets each consisting of 3 bedrooms, lounge, bathroom and toilet, kitchen and the bottom part consisting of butchery, spares shop, video shop, vacant shop and supermarket.

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 to be sold and the balance of the purchase price, together with interest thereon at the ruling bank rate to be paid against registration of transfer, and secured within fourteen (14) days after the date of the sale by the bank or building society guarantee.

4. The full and complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Court, Wynberg.

S Z Strydom, for Butler & Blanckenberg, Plaintiff's Attorneys, Tannery Park, 21 Belmont Road, Rondebosch (Ref. SZS/AB.)

Saak No. 9914/97

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en ASHELY CHARLES WILLIAMS, en
ABEDA WILLIAMS, Verweerders**

Ten uitvoerlegging van die vonnis van die Landdroshof, Mitchells Plain, gedateer 16 September 1997, sal die onroerende eiendom hieronder beskryf op Dinsdag, die 13de dag van Maart 2001 om 10H00, by die Landdroshof, Mitchells Plain per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis met dak bestaande uit: 2 Slaapkamers, oopplan kombuis en sitkamer, badkamer en toilet, ook bekend as Broadway Sirkel 89, Westgate, Mitchells Plain.

Erf 818, Weltevreden Vallei, geleë in die Stad Kaapstad, Afdeling, Kaap, Provinsie Wes-Kaap, groot 477 (vierhonderd en sewe en sewentig) vierkante meter, gehou kragtens Transportakte T12909/1994.

Verkoopvoorwaardes:

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

2. Een tiende (1/10) van die koopprys tesame met rente daarop teen 20% per jaar vanaf datum van verkoping tot op datum van registrasie van oordrag. Die koper moet voorts binne 14 dae na die verkoping die Vonnisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Mitchells Plain Suid, Mulberryweg 2, Strandfontein.

Afslaer: Die Balju, Landdroshof, Mitchells Plain-Suid.

Gedateer te Goodwood hierdie 25ste dag van Januarie 2001.

P F Vos, vir Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9221.] (Verw. PFV/A Bonthuys/AB.152.)

SALE IN EXECUTION

NEDCOR BANK LIMITED (No. 51/00009/06) (formerly NEDPERM BANK LIMITED) versus GERALD JACOBUS SWART, 1st Defendant and RACHEL SWART, 2nd Defendant

Case No. 16126/2000, Kuils River.

The property: Erf 83, Gaylee, in extent: 475 square metres, situated at 39 Meadow Road, Blackheath.

Improvements (not guaranteed): Dwelling consisting of 3 bedrooms, lounge, dining-room, kitchen, bathroom and toilet.

Sale date: 14 March 2001 at 9H00.

Place of sale: Kuils River Magistrate's Court-house.

Material conditions: The sale will be by public auction to the highest bidder subject to 10% deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Bellville, 29 Northumberland Road, Bellville.

Dated at Wynberg this 26th day of January 2001.

Pincus Matz & Marquard, Attorneys for Judgment Creditor, Wynberg Mews, Brodie Road, Wynberg.

SALE IN EXECUTION

NEDCOR BANK LIMITED versus M S ABDURAHMAN

Case No. 12428/00, Cape Town.

The property: Remainder Erf 20597, Cape Town at Brooklyn, situate in the City of Cape Town, Cape Division, Western Cape Province, in extent 395 square metres, situate at 22 Fenwyk Street, Brooklyn.

Improvements (not guaranteed): Brick dwelling: tiled roof, 3 bedrooms, en-suite bathroom, lounge, dining room, kitchen, garage.

Date of sale: 6 March 2001 at 9.30 a.m.

Place of sale: Cape Town Sheriff's Office.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Cape Town, Mandatum Building, Barrack Street, Cape Town.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

SALE IN EXECUTION**NEDCOR BANK LIMITED versus M H & M A PARKER****Case No. 21030/97, Bellville.**

The property: Erf 28521, Bellville, in extent 313 square metres, situate a 77 Arundel Drive, Belhar East.

Improvements (not guaranteed): 3 bedrooms, lounge, kitchen, bathroom, toilet, garage.

Date of sale: 8 March 2001 at 9.00 a.m.

Place of sale: Bellville Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Bellville, 29 Northumberland Road, Bellville.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Saak No. 17485/97**IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN****In die saak tussen ABSA BANK, Eiser, en MOOSA BENJAMIN & MAGDALENE BENJAMIN, Verweerder**

Ten uitvoering van die vonnis van die Landdroshof, Mitchells Plain gedateer 29.01.98 sal die onroerende goed hieronder beskryf op 8 Maart 2001 om 10h00 by die Landroshof, Mitchells Plain, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Bekend as Cheetahsingel 4, Eastridge, Mitchells Plain.

Verbeterings (maar nie gewaarborg): 'n baksteenwoning met asbesdak, gedeeltelik omhein, diefwering bestaande uit 3 slaapkamers, sementvloere, kombuis, sitkamer, badkamer en toilet.

Erf 22054, Mitchells Plain, gehou Transportakte 41706/1989, groot 182 vierkante meter.

Verkoopsvoorwaardes:

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

2. Een tiende van die koopprijs tesame met rente daarop teen 18,75% per jaar vanaf datum van verkoping tot op datum van registrasie van die oordrag. Die koper moet voorts binne 14 (veertien) dae na die verkoping die Vonnisskuldeiser voorsien van 'n bank- of bougenootskapswaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

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

Gedateer te Goodwood op hierdie 29ste dag van Januarie 2001.

A. van Rhyn, for Steyn & Van Rhyn, Prokureur vir Eiser, Voortrekkerweg 45, Goodwood. (AVR/TVM/A00776.)

Saak No. 33962/99**IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE****In die saak tussen EDUAN STRYDOM, Eerste Eiser, en JOHANNA FRANCINA STRYDOM, Tweede Eiser, en ANTON JACOBS, Eerste Verweerder, en LOUISE JACOBS, Tweede Verweerder**

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof in bogemelde saak gedateer 6 Oktober 1999, sal ek die ondergenoemde eiendom in eksekusie verkoop om 10h30 op Dinsdag, 6 Maart 2001 op die perseel geleë te Chrismarstraat 16, Bellville, Wes Kaap, aan die hoogste bieder en onderhewig aan die voorwaardes van verkoping wat by die veiling uitgelees sal word:

Erfnommer 5885, Bellville, Stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 625 vierkante meter.

Betaling: Tien per sent van die koopprijs moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans teen registrasie van die oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping gelewer moet word.

Die bovermelde eiendom word gehou kragtens Transportakte Nommer T70760/98 en is onderhewig aan die voorwaardes daarin vervat en waarna daarin verwys word en is beswaar met verband en onderhewig aan Verbandakte nommer B45880/1998 en is spesiaal uitwinbaar verklaar deur die bovermelde Agbare Hof.

Die eiendom is geleë te Chrismarstraat 16, Bellville.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Bellville op hierdie 10de dag van Januarie 2001.

D L Steyl, vir Steyl Ingelyf, Prokureur vir Eiser, Edwardstraat 124, Bellville. (Verw. IV/mf.)

Case No. 9622/1999

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

In the matter between FIRSTRAND BANK LIMITED formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and PAUL THOMAS FEBRUARIE, KATRIENA HELENA FEBRUARIE, VIVIENNE VERONICA JASON, Defendants

A sale in execution will be held on Monday, 12 March 2001 at 09h00, at Kuilsriver, Magistrate's Court, Van Riebeeck Road, Kuilsriver, of:

Erf 11219, Kraaifontein, in the City of Cape Town, Stellenbosch Division, Western Cape Province, in extent 68 (sixty eight) square metres, held under Deed of Transfer No. T62226/95, also known as 13 Orchid Street, Kraaifontein.

The following improvements to the property are reported, though in this respect nothing is guaranteed: A double story flat consisting of 2 bedrooms, kitchen, lounge and bathroom.

Material conditions: 10% in cash on day of the sale and the balance against transfer to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

The full conditions of sale may be inspected at the Sheriff for Belville/Kuilsriver, at 29 Northumberland Road, Bellville.

Dated at Cape Town on 7 February 2001.

Burton-White, Plaintiff's Attorneys, Suite 306, Victoria Wharf Offices, Victoria & Alfred Waterfront, DX1, Waterfront. (Tel. 419-9310.) (Ref. D Burton/F826.)

Saak No. 502/96

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

In die saak tussen BEAUFORT-WES MUNISIPALITEIT, Vonnisskuldeiser, en W MITCHELL, Vonnisskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en die Lasbrief vir Eksekusie gedateer 14 Julie 2000 op die perseel soos later hierin vermeld, sal die vermelde eiendom verkoop word aan die persoon/e wat die hoogste aanbod maak, op 16 Maart 2001 om 10h00, naamlik:

1. Erf 1663, Beaufort-Wes, groot 595 (vyf honderd vyf en negentig) vierkante meter, gehou kragtens Transportakte T9167/1961, geleë te Mareestraat 9, Beaufort-Wes.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Enkelverdiepingsteengebou met sinkdak bestaande uit 3 slaapkamers, badkamer, toilet, kombuis, sitkamer, spens. Buitegeboue nl. 3 buiekamers.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping gelees word, en ter insae lê in die kantoor van die Balju, Beaufort-Wes en by die ondergetekendes se kantoor te Donkinstraat 36, Beaufort-Wes.

Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word en verder volgens die volledige verkoopvoorwaardes.

Geteken te Beaufort-Wes op hierdie 30ste dag van Januarie 2001.

Crawfords Ingelyf, Donkinstraat 36, Posbus 25, Beaufort-Wes, 6970.

Case No. 20650/00

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

In the matter between ABSA BANK LIMITED, Plaintiff, and IVAN MARTIN PETERSEN, Defendant

In pursuance of a judgment in the aforementioned Magistrate's Court and writ of execution dated 7 November 2000 the following property will be sold in execution on 15 March 2001 at 10h00 to the highest bidder at the abovementioned Magistrate's Court:

Erf 23335, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, in extent 168 square metres.

Street address: 26 Monsoon Road, Rocklands, Mitchells Plain, held by Deed of Transfer No. T13979/94.

The following improvements are reported but nothing is guaranteed: Brick building, asbestos roof, fully vibrecrete fence, burglar bars, 2 bedrooms, cement floors, open plan kitchen, lounge, bathroom & toilet.

Conditions of sale:

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

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

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

Dated at Table View this the 3rd day of January 2001.

Miltons, Attorneys for Plaintiff, 48 Blaauwberg Road, Table View. (Ref. D.R Welz/jh/24956.)

Saak No. 8990/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen OOSTELIKE SUBSTRUK, h/a OOSTENBERG MUN, Eiser en mnr. W J AUGUST, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 10 September 1999 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom om 9h00 op 12 Maart 2001 te die Landdroskantore, Van Riebeeckweg Kuilsrivier, geregtelik verkoop sal word, naamlik:

Erf 4812, Eersterivier, ook bekend as Daventrystraat 70, Houghton Place, Eersterivier, en neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, I J Hugo Northumberlandweg 29, Bellville, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.
4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Eersterivier op hede die 19 Januarie 2001.

Aan: Die Balju van die Landdroshof.

F Steyl Prokureurs, Hoofweg 34, Eersterivier; Posbus 105, Eerste Rivier, 7100. (Tel. 904-3993.) (Verw. U Ruiters/ES2088.)

Saak No. 10047/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen OOSTELIKE SUBSTRUK, h/a OOSTENBERG MUN, Eiser en mnr. I M KENNEDY, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 22 Oktober 1999 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom om 9h00 op 12 Maart 2001 te die Landdroskantore, Van Riebeeckweg Kuilsrivier, geregtelik verkoop sal word, naamlik:

Erf 6781, Blue Downs, ook bekend as Broadway Gate 25, High Gate, Kuilsrivier, en neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, I J Hugo, Northumberlandweg 29, Bellville, ter insae lê en behels onder ander die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.
4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Eersterivier op hede die 19 Januarie 2001.

Aan: Die Balju van die Landdroshof.

F Steyl Prokureurs, Hoofweg 34, Eersterivier; Posbus 105, Eerste Rivier, 7100. (Tel. 904-3993.) (Verw. H van Zyl/ES1961.)

Saak No. 8989/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen OOSTELIKE SUBSTRUK, handeldrywende as OOSTENBERG MUN, Eiser,
en mnr. E. AFRICA, Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 23 September 1999 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 12 Maart 2001 om 09:00 te die Landdroskantore, Van Riebeeckweg, Kuilsrivier, geregtelik verkoop sal word, naamlik:

Erf 4969, Eersterivier, ook bekend as Noordstraat 42, Houghton Place, Eersterivier.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, I. J. Hugo, Northumberlandweg 29, Bellville, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balanskoopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.
4. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Eersterivier op hede die 19de dag van Januarie 2001.

Aan: Die Balju van die Landdroshof.

F. Steyl Prokureurs, Hoofweg 34, Eersterivier; Posbus 105, Eersterivier, 7100. (Tel. 904-3993.) (Verw. H. van Zyl/ES2089.)

Saak No. 9082/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen OOSTELIKE SUBSTRUK, handeldrywende as OOSTENBERG MUN, Eiser,
en NICHOLAS J. OCTOBER, Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 13 September 1999 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 12 Maart 2001 om 09:00 te die Landdroskantore, Van Riebeeckweg, Kuilsrivier, geregtelik verkoop sal word, naamlik:

Erf 2987, Eersterivier, ook bekend as Geyslersingel 20, Stratford Park, Eersterivier.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, I. J. Hugo, Northumberlandweg 29, Bellville, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balanskoopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.
4. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Eersterivier op hede die 22ste dag van Januarie 2001.

Aan: Die Balju van die Landdroshof.

F. Steyl Prokureurs, Hoofweg 34, Eersterivier; Posbus 105, Eersterivier, 7100. (Tel. 904-3993.) (Verw. U. Ruiters/ES1042.)

Case No. 19082/00

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

In the matter between A. ABDURAHMAN, Judgment Creditor, and MOOSA ABRAHAMS, Judgment Debtor

The following property will be sold in execution on site on Tuesday, 13 March 2001 at 11:00, to the highest bidder:

Erf 62430, Lansdowne, situated in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 613 square metres, held by Deed of Transfer T31533/1999, situated at 17 Cassandra Road, Pinnati Estate, Lansdowne, Western Cape.

1. The following improvements are reported but not guaranteed: Masonary and brick house plastered walls under slate roofing consisting of double garage; lounge, kitchen, three bedrooms, toilet, bathroom, bedroom en-suite and maids' quarters.

2. *Payment:* A deposit of ten per centum of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 15,5% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

J. Ramages Attorneys, Attorneys for Judgment Creditor, corner of Klipfontein and Belgravia Roads, Athlone. (Tel. 637-1262.) (Ref. MZNS/ses/07/33389/00.)

Saak No. 2539/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL

In die saak tussen ABSA BANK LIMITED, Eiser, en F. J. SAMUELS, voorheen FORTUIN, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 12 Mei 2000 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom op 19 Maart 2001 om 10:00 te Wilgerlaan 8, New Orleans, Paarl, geregteelik-verkoop sal word, naamlik:

Erf 10150, Paarl, in die munisipaliteit en afdeling Paarl in die Wes-Kaap, groot 659 vierkante meter, gehou deur Transportakte T26074/96, ook bekend as Wilgerlaan 8, New Orleans, Paarl.

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

1. Tien persent van koopsom op datum van veiling.
 2. Balans koopsom, plus rente teen datum van transport.
 3. Besit onderhewig aan enige huurkontrak.
- Gedateer te Paarl op hede die 22ste dag van Januarie 2001.

Aan: Die Balju van die Landdroshof.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel. 871-1200.) (Verw. SV/BMS001.)

Saak No. 605/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STRAND GEHOU TE STRAND

In die saak tussen ABSA BANK LIMITED, Eiser, en I. ISAACS, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 17 April 2000 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom op 19 Maart 2001 om 10:00 te Maroelalaan 8, Paarl, geregteelik verkoop sal word, naamlik:

Erf 10025, Paarl, in die munisipaliteit en afdeling Paarl—Wes-Kaap Provinsie—groot 781 vierkante meters—gehou deur Transportakte T42068/1991—geleë te Maroelalaan 8, Paarl, ook bekend as Maroelalaan 8, Paarl.

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

1. Tien persent van koopsom op datum van veiling.
 2. Balans koopsom, plus rente teen datum van transport.
 3. Besit onderhewig aan enige huurkontrak.
- Gedateer te Paarl op hede die 22ste dag van Januarie 2001.

Aan: Die Balju van die Landdroshof.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel. 871-1200.) (Verw. SV/BHR001.)

Saak No. 33/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL

In die saak tussen STANDARD BANK OF SOUTH AFRICA LIMITED, Eiser, en R. S. JACHTMAN, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 28 Januarie 1998 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom op 12 Maart 2001 om 10:00 te die Landdroskantoor, Berggrivier Boulevard, Paarl, geregteelik verkoop sal word, naamlik:

Erf 17596, Paarl, in die munisipaliteit en afdeling Paarl, Wes-Kaap—groot 576 vierkante meters—gehou deur Transportakte T36717/1991, ook bekend as Riversidestraat 70, Riviersidepark, Paarl.

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

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

Gedateer te Paarl op hede die 19de dag van Januarie 2001.

Aan: Die Balju van die Landdroshof.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel. 871-1200.) (Verw. SV/ZOK001.)

Saak No. 6870/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL

In die saak tussen ABSA BANK LIMITED, Eiser, en ELAINE LOUW, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 8 November 2000 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom op 12 Maart 2001 om 10:00 te die Landdroskantoor, Berggrivier Boulevard, Paarl, geregtelik verkoop sal word, naamlik:

Erf 16677, Paarl, in die munisipaliteit en afdeling Paarl, Wes-Kaap—groot 228 vierkante meters—gehou deur Transportakte T32557/1996 ook bekend as Koorstraat 6, Paarl.

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

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

Gedateer te Paarl op hede die 19de dag van Januarie 2001.

Aan: Die Balju van die Landdroshof.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel. 871-1200.) (Verw. SV/CAH001.)

Saak No. 2603/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL

**In die saak tussen ABSA BANK LIMITED, Eiser, en O'NEIL HERMAN STEYN, Eerste Verweerder, en
DESIREE STEYN, Tweede Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 14 Mei 1999 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom op 12 Maart 2001 om 10:00 te die Landdroskantoor, Berggrivier Boulevard, Paarl, geregtelik verkoop sal word, naamlik:

Erf 16275, Paarl—geleë in die munisipaliteit en afdeling van Paarl—groot 555 vierkante meters—gehou deur Transportakte T34408/87, ook bekend as Matthewstraat 27, Paarl.

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

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

Gedateer te Paarl op hede die 19de dag van Januarie 2001.

Aan: Die Balju van die Landdroshof.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel. 871-1200.) (Verw. SV/ZLB001.)

Saak No. 4846/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL

In die saak tussen ABSA BANK LIMITED, Eiser, en MARJORIE ANN JACOBS, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 31 Julie 2000 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom op 12 Maart 2001 om 10:00 te die Landdroskantoor, Bergrivier Boulevard, Paarl, geregteik verkoop sal word, naamlik:

Erf 21436, Paarl, in die munisipaliteit en afdeling van Paarl, Wes-Kaap Provinsie—groot 347 vierkante meters—gehou deur Transportakte T73149/95—ook bekend as Blesbokstraat 4 (a), Paarl.

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

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

Gedateer te Paarl op hede die 19de dag van Januarie 2001.

Aan: Die Balju van die Landdroshof.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel. 871-1200.) (Verw. SV/BVS001.)

Saak No. 20388/1998

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen ABSA BANK BEPERK, Eiser, en RANDOLPH COURTNEY SLOAN, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 17 Julie 1998 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 13 Maart 2001 om 10:30 op die perseel te Kleinboschstraat 49, Kleinbosch, Parow, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer by die veiling uitgelees sal word:

Erf 22040, Parow, in die stad Tygerberg, afdeling Kaap, provinsie van die Wes-Kaap, groot 772 vierkante meter, gehou kragtens Transportakte T9743/1996.

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

Die eiendom kan geïnspekteer word in oorleg met die afslaer, mnr. J. R. Smiet, Claremart Afslaers, Paarden Eilandweg 21, Paarden Eiland (Tel. 511-8802) en/of die Balju, mnr. I. J. Hugo, Northumberlandweg 29, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Balju-kommissie betaal word. Die balanskoopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 20% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaers, mnr. J. R. Smiedt, Claremart Afslaers, Paarden Eilandweg 21, Paarden Eiland (Tel. 511-8802) en/of die Balju, mnr. I. J. Hugo, Northumberlandweg 29, Bellville (Tel. 948-8326).

Datum: 23 Januarie 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/A582.)

Case No. 3254/2000

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

In the matter between ABSA BANK LTD, Plaintiff, and JULYGA AHMED, Defendant

In pursuance of a judgment granted on 23-03-2000, in the Wynberg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 08/03/2001 at 12:00 at 28 Sybrand Road, Sybrand Park to the highest bidder:

Description: Erf 30453, Cape Town at Mowbray, in the City of Cape Town, Division Cape Province, Western Cape, in extent 804 square metre.

Improvements: 3 bedrooms, entrance hall, 2 garages, bathroom with w.c and shower, lounge, bathroom, dining-room & kitchen, held by the Defendant in her name under Deed of Transfer No. T28602/97.

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

2. The purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's Attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville this 15 January 2001.

E C Jearey, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel. (012) 946-3165.]

Service address: De Klerk & Van Gend, 2 Oakdale Road, Claremont. (Ref. ECJ/SS/A0020/486.)

Saak No. 2190/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK WELLINGTON GEHOU TE WELLINGTON

In die saak tussen ABSA BANK LIMITED, Eiser, en CHRISTOPHER CEDRIC CROTZ, 1ste Verweerder, en JOMINE BEUKES, 2de Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 22 Augustus 2000 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom om 10h00 op 15 Maart 2001 te Russelstraat 20, Wellington, geregteelik verkoop sal word, naamlik:

Erf 5845, Wellington in die Afdeling van Paarl, Wes-Kaap provinsie, groot 329 vierkante meter, gehou deur Transportakte No T85063/99 ook bekend as Russelstraat 20, Wellington.

En neem verdere kennis dat die verkoopvoorwaardes by die kantore van die Balju, Hoofstraat 54, Wellington, ter insae lê en behels onder andere die volgende:

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

Gedateer te Paarl op hede die 17 Januarie 2001.

Faure & Fauure, Patriotpersgebou, Hoofstraat 227 (Posbus 20), Paarl, 7622. (Tel. 871-1200.) (Verw. SV/BXF001.)

Saak No. 3100/99

IN DIE LANDDROSHOF VIR DIE DISRIK VAN STRAND GEHOU TE STRAND

In die saak tussen FBC FIDELITY BEPERK, Eiser, en M S JACOBS N O, Eerste Verweerder, en SHIREEN JACOBS N O, Tweede Verweerder

Ter uitvoering van 'n vonnis verkry in die Landdroshof Strand gedateer 20 Augustus 1999 en 'n lasbrief vir eksekusie sal die hiernabeskrewe vaste eiendom, op Woensdag, 14 Maart 2001 om 10h00 by die perseel per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe:

Restant Erf 119, Gordonsbaai, in die Helderberg Munisipaliteit, Afdeling Stellenbosch, provinsie Wes-Kaap, groot 496 vierkante meter.

Liggingsadres: Keurboomstraat 2, Gordonsbaai.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshowe en Reëls asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen 24,2% p.j. of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van die verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping vir Vonnisskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word welke verdere voorwaardes ter insae lê by die kantore van die Balju Strand en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbeteringe is die volgende: Onvoltooide huis, 3 slaapkamers, 2 badkamers, sitkamer, eetkamer, kombuis, 2 motorhuise.

Gedateer te Durbanville hierdie 26ste dag van Januarie 2001.

A D Kruger, vir Smit Kruger Ingelyf, Wellingtonweg 32 (Posbus 33), Durbanville. (Verw. ADK/CC/B10460.)

Case No. 17475/2000

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

In the matter between NEDCOR BANK LIMITED versus NICHOLAS FRANCOIS JOHN HENDRICKS

The following property will be sold in execution by public auction held at 5 Joubert Street, Kuils River, to the highest bidder on Friday, 9 March 2001 at 10:30:

Erf 880, Kuils River, in extent 687 (six hundred and eighty-seven) square metres, held by Deed of Transfer T33216/2000, situated at 5 Joubert Street, Kuils River.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: 3 bedrooms, 2 bathrooms, lounge, dining-room, kitchen, garage & tiled roof.

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

Dated at Cape Town on this 9th day of January 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. Mrs D Jardine/C03277.)

Case No. 28832/99

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

In the matter between NEDCOR BANK LIMITED versus WILLIAM ISAACS, and DAPHNE YVONNE ISAACS

The following property will be sold in execution by public auction held at Wynberg Court, to the highest bidder, on Wednesday, 7 March 2001 at 10:00:

Erf 3360, Grassy Park, in extent 517 (five hundred and seventeen) square metres, held by Deed of Transfer T4242/91, situated at 5 Irene Road, Grassy Park.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: Single dwelling with brick walls under an asbestos roof consisting of bedrooms, kitchen, bathroom and toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 16,5% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 11th day of January 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. Mrs D Jardine/134282.)

Case No. 832/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

In the matter between ABSA BANK LIMITED, Plaintiff, and WILLEM APOLLIS MAARMAN, 1st Defendant, and ANNA MAARMAN, 2nd Defendant

In pursuance of a judgment granted on the 20/09/2000, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 12/03/2001 at 10:00 at Atlantis Courthouse:

Property description: Erf 11223, Wesfleur, in the Atlantis Residential Local Area, Division Cape, in extent four hundred and forty-five (445) square metres, held by Deed of Transfer No. T89291/93, situated at 32 Hoogergeest Street, Saxonsea.

Improvements: Dwelling, 2 bedrooms, lounge, kitchen, bathroom/toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50% or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Parow this 12 January 2001.

W J M Saaman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, No 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P O Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0482/298/WS/Irma Otto.)

Saak No. 23989/00

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLEIN GEHOU TE MITCHELLS PLEIN

In die saak tussen: FBC FIDELITY BANK BEPERK, Eiser, en MARTIN ANTHONY DANIELS, Eerste Verweerder, en SAMANTHA ANASTASIA DANIELS, Tweede Verweerder

Ter uitvoering van 'n vonnis verkry in die Landdroshof Mitchells Plein gedateer 18 Desember 2000 en 'n lasbrief vir eksekusie sal die hiernabeskrewe vaste eiendom op Donderdag, 15 Maart 2001 om 10h00 by die Landdroshof Mitchells Plein per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe.

Erf 48183, Mitchells Plein, geleë in die stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 257 vierkante meter.

Liggingsadres: Clydestraat 3, Bay View, Strandfontein.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshowe en Reëls asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Een-tiende (1/10) van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprijs tesame met rente daarop teen 24,2% per jaar of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van die verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping vir Vonnisskuldeiser voorsien van 'n bank- of bouverenigingswaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word welke verdere voorwaardes ter insae lê by die kantore van die Balju, Mitchells Plein en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbeteringe is die volgende: Woonhuis, baksteenmure, teëldak, gedeeltelike vibre-crete muur, 2 slaapkamers, sementvloere, oopplan kombuis, sitkamer, badkamer, toilet.

Gedateer te Durbanville op hierdie 26ste dag van Januarie 2001.

A. D. Kruger, vir Smit Kruger Ingelyf, Wellingtonweg 32 (Posbus 33), Durbanville, 7550. (Verw. ADK/CC/B01852.)

Case No. 2793/2000

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and EDDIE MALALWI, 1st Defendant, and
SUSANNA KATIE MALAWI, 2nd Defendant**

In pursuance of a judgment granted against the Defendant by the Honourable Court on 15 November 2000 and a warrant of execution issued thereto the undermentioned immovable property described as:

Erf 9150, Wesfleur, situate in the City of Cape Town, Cape Division, Province of the Western Cape, and held by Deed of Transfer No. T33908/1997 being 44 Allengheny Avenue, Sherwood Park, Dassenberg, in extent 264 (two hundred and sixty-four) square metres.

The above-mentioned property will be sold in execution at Court on Thursday, 15 March 2001 at 10h00.

The said property has the following improvements (but not guaranteed): Asbestos roof, plastered walls, 3 bedrooms, lounge, kitchen, bathroom with toilet.

The conditions of sale may be inspected at the offices of the Sheriff of Malmesbury.

Dated at Cape Town on this 29th day of January 2001.

A. S. Hurter, for Truter & Hurter Incorporated, Attorneys for Judgment Creditor, 5th Floor, Dumbarton House, 1 Church Street, Cape Town. (Ref. ASH/ew/25465.)

Saak No. 40265/1998

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: ABSA BANK, Eiser, en MARTHINUS JOHANNES STEPHANUS FERREIRA, Verweerder

Ten uitvoering van die vonnis van die Landdroshof, Bellville, gedateer 18 Februarie 1999 sal die onroerende goed hieronder beskryf op 14 Maart 2001 om 11h00 by die persele, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Bekend as Lincolnstraat 95, Loevenstein, Bellville.

Verbeterings (maar nie gewaarborg): Teëldak woning met baksteenmure bestaande uit kombuis, sitkamer, eetkamer, 3 slaapkamers, 2 badkamers, 2 toilette, televisiekamer en motorhuis.

Erf 1556, Bellville, geleë in die stad Tygerberg, afdeling Kaapstad, gehou Transportakte T65194/1991, groot 989 vierkante meter.

Verkoopsvoorwaardes:

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

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

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

Gedateer te Goodwood op hierdie 29ste dag van Januarie 2001.

A. van Rhyn, vir Steyn & Van Rhyn, Prokureur vir Eiser, Voortrekkerweg 45, Goodwood. (Verw. AVR/TVM/A00881.)

Saak No. 5350/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen: FIRSTRAND BANK BEPERK, Eiser, en STEPHEN PRINS, Verweerder

Die volgende onroerende eiendom sal in eksekusie verkoop word per openbare veiling op die perseel te Daglêliesingel 4, De Doorns, op 14 Maart 2001 om 10H00, aan die persoon wat die hoogste aanbod maak, naamlik:

Erf 1319, De Doorns, in die munisipaliteit Breede Vallei, afdeling Worcester, provinsie Wes-Kaap, groot ongeveer 270 (tweehonderd-en-sewentig) vierkante meter, gehou kragtens Transportakte Nr. T93240/1994, geleë te Daglêliesingel 4, De Doorns.

Die eiendom is verbeter deur 'n woonhuis, bestaande uit 'n sitkamer, kombuis, drie slaapkamers, stortkamer, badkamer, motorhuis en stoorkamer, maar in hierdie verband word niks gewaarborg nie.

Afslaaerskommissie teen 5% op die eerste R30 000 en 3% op die balans, met 'n maksimum van R7 000 plus BTW is betaalbaar by verkoping van die eiendom.

Die koopprys word as volg betaal:

(a) 'n Deposito van 20% (twintig persent) op die koopprys is betaalbaar by wyse van kontant of 'n bankgewaarborgde tjek by verkoping van die eiendom.

(b) Die balans koopprys plus rente teen die koers van 17% (sewentien persent) per jaar, maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot registrasie van transport is betaalbaar by transport, maar 'n aanvaarbare waarborg vir voormelde bedrag moet gelewer word binne 14 (veertien) dae na die verkoping. Indien 'n ander preferente skuldeiser se rentekoers hoër is as soos hierbo vermeld sal die koopprys rente dra teen sodanige koers vanaf datum van verkoping tot datum van transport.

Geteken te Worcester op hede die 29ste dag van Januarie 2001.

Schur Marais & Doman, Stockenströmstraat 58, Worcester. (Verw. CF169/Z01556.)

Saak No. 2430/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en A. SOLOMONS, Eerste Eksekusieskuldenaar, en C. SOLOMONS, Tweede Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling op die perseel te Angelierstraat 35, De Doorns, op 15 Maart 2001 om 11H00 aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 1482, De Doorns, groot 305 (driehonderd-en-vyf) vierkante meter, gehou kragtens Transportakte Nr. T15240/97, bekend as Angelierstraat 35, De Doorns.

Verkoopsvoorwaardes:

1. Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju asook by die ondergetekendes.

2. Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Woonhuis bestaande uit sitkamer, kombuis, 3 slaapkamers & badkamer.

3. Die koopprys moet soos volg betaal word:

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

3.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van veertien komma twee vyf per centum (14,25%) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van die verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos voormeld verseker moet word deur 'n bankwaarborg wat vir die Eiser se Aktebesorger aanvaarbaar is.

3.3 Die voormelde waarborg moet binne 14 (veertien) dae vanaf datum van verkoping deur die Koper aan die Balju, of op instruksie van die Balju, aan die Eiser se prokureurs oorhandig word en moet voorsiening maak vir betaling van die genoemde volle balans-koopprys plus rente teen registrasie van transport, op voorwaarde dat indien die Eiser die Koper is, geen deposito of waarborg nodig sal wees nie en dat die Eiser die volle koopprys plus rente aan die Balju sal betaal teen registrasie van transport.

Geteken te Worcester hierdie 17de dag van Januarie 2001.

Muller Terblanche & Beyers, Kerkstraat 66 (Posbus 18), Worcester, 6849. (Verw. VS2858.)

Case No. 7272/1998

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

In the matter between: BOE BANK LIMITED (Reg. No. 51/00847/06), Plaintiff, and DESMOND CLIVE BOWMAN, First Defendant, and DEBRA COLLEEN BOWMAN, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 20 March 2000, the property listed hereunder, and commonly known as 36 Aylesbury Crescent, Woodale, Ottery, Western Cape Province, will be sold in execution at the site on Friday, 9 March 2001 at 12:00 to the highest bidder:

Erf 2809, Ottery, in the South Peninsula Municipality, Cape Division, Western Cape Province, in extent 401 (four hundred and one) square metres, held under Deed of Transfer No. T51282/1993.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom, toilet, shower, garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg North. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on this 28th day of December 2000.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. Coll/C. Smith/N44038.)

Saak No. 6768/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen: SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en JOHANNES MULLER, 1e Eksekusieskuldenaar, en SEBINA MAGDILENE MULLER, 2e Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op Dinsdag, 13 Maart 2001 om 11h30 by die Landdroshof, Stellenbosch.

Erf 11949, Stellenbosch, geleë in die munisipaliteit en afdeling Stellenbosch, groot 225 vierkante meter, gehou kragtens Transportakte Nr. T51962/92.

Ook bekend as Heuningboomstraat 21, Weltevrede, Stellenbosch.

Verkoopvoorwaardes:

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

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 14,750% per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): *Hoofgebou:* Baksteengebou met teëldak bestaande uit 'n oopplan kombuis/eet/sitkamer, 2 slaapkamers, badkamer en toilet.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Stellenbosch, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 10de dag van Januarie 2001.

A. J. Marais, vir Marais Müller Ingelyf, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Case No. 41879/99

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

In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06) (through its NBS Division), Execution Creditor, and MOGAMAT NOOR ARIEFDIEN, First Execution Debtor

In execution of the judgment of the Magistrate's Court of Wynberg a sale will be held at the Wynberg Court House, on 14 March 2001 at 10H00 am, to the highest bidder:

Erf 130458, Retreat, measuring three hundred and forty-five square metres, situated at 171 Sullivan Street, Steenberg, 7945.

Property description: A single storey brick residential dwelling under a tiled roof, consisting of 2 bedrooms, bathroom, toilet, kitchen, lounge, granny flat, held by Title Deed T15003/97.

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

2. One-tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court, Wynberg.

Dated at Cape Town on this 12th day of January 2001.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; P.O. Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref. COL/BBS/Z05381.)

Case No. 5378/98

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

In the matter between **ABSA BANK LIMITED, Plaintiff, and ISAAC POKO JACOBS, Defendant**

In pursuance of judgment granted on 04/05/1998, in the Kuils River Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 7/03/2001 at 09:00 at Kuils River Court Sale to the highest bidder:

Description: Erf 421, portion of Erf 328, Mfuleni situate in the area of the Transitional Metropolitan Substructure of Mfuleni, Division of Stellenbosch, Province Western Cape, also known as 1 Luyolo Mfuleni, Blackheath, in extent 338 square metres.

Improvements: 2 bedrooms, kitchen, lounge, dining-room, bath room, toilet, asbestos roof.

Held by the Defendant in his name under Deed of Transfer No. TE81596/94.

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

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

Dated at Bellville on this 9th day of January 2001.

E. C. Jearey, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; P.O. Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/SS/A0068/12.)

Saak No. 2797/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

In die saak tussen **STANFORD MUNISIPALITEIT, Eiser, en L. S. BARENDSE, Verweerder**

Ingevolge 'n vonnis in die Landdroshof te Hermanus en 'n lasbrief vir eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 14 Maart 2001 om 10:00, te die kantore van die Stanford Munisipaliteit, Queen Victoriastraat 17, Stanford:

Erf 1358, Stanford, in die gebied van die Stanford Plaaslike Oorgangsraad, Afdeling Caledon, Provinsie Wes-Kaap, groot 200 vierkante meter, geleë te Dreyerstraat 1358, Stanford 7210, gehou kragtens Transportakte No. T82570/1998.

Die verbetering op die eiendom bestaan uit die volgende: 'n Woonhuis.

Verkoopsvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Landdroshowewet, No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van die bogenoemde Wet.
2. Tien persent van die koopprys van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopsvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprys tesame met die rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.
3. Die volledige verkoopsvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju Hermanus se kantoor.

Hannes Pretorius Prokureurs, Prokureurs vir Eiser, 1ste Vloer, Fashion Square, Hoofweg 137, Hermanus, 7200.

Aan: Die Balju van die Hof, Landdroshof, Hermanus, 7200.

Saak No. 2944/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

In die saak tussen **STANFORD MUNISIPALITEIT, Eiser, en D. MAZONKE, Verweerder**

Ingevolge 'n vonnis in die Landdroshof te Hermanus en 'n lasbrief vir eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 14 Maart 2001 om 10:00, te die kantore van die Stanford Munisipaliteit, Queen Victoriastraat 17, Stanford:

Erf 1540, Stanford, in die gebied van die Stanford Plaaslike Oorgangsraad, Afdeling Caledon, Provinsie Wes-Kaap, groot 180 vierkante meter, geleë te Compactastraat 1540, Stanford, 7210, gehou kragtens Transportakte No. T42512/1999.

Die verbetering op die eiendom bestaan uit die volgende: 'n Woonhuis.

Verkoopsvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Landdroshowewet, No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van die bogenoemde Wet.

2. Tien persent van die koopprijs van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopsvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprijs tesame met die rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die verkoping.

3. Die volledige verkoopsvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju Hermanus se kantoor.

Hannes Pretorius Prokureurs, Prokureurs vir Eiser, 1ste Vloer, Fashion Square, Hoofweg 137, Hermanus, 7200.

Aan: Die Balju van die Hof, Landdroshof, Hermanus, 7200.

Saak No. 2940/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

In die saak tussen **STANFORD MUNISIPALITEIT, Eiser, en B. NETHI, Verweerder**

Ingevolge 'n vonnis in die Landdroshof te Hermanus en 'n lasbrief vir eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 14 Maart 2001 om 10:00, te die kantore van die Stanford Munisipaliteit, Queen Victoriastraat 17, Stanford:

Erf 1376, Stanford, in die gebied van die Stanford Plaaslike Oorgangsraad, Afdeling Caledon, Provinsie Wes-Kaap, groot 185 vierkante meter, geleë te Compactastraat 1376, Stanford, 7210, gehou kragtens Transportakte No. T82541/1998.

Die verbetering op die eiendom bestaan uit die volgende: 'n Woonhuis.

Verkoopsvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Landdroshowewet, No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van die bogenoemde Wet.

2. Tien persent van die koopprijs van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopsvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprijs tesame met die rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopsvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju Hermanus se kantoor.

Hannes Pretorius Prokureurs, Prokureurs vir Eiser, 1ste Vloer, Fashion Square, Hoofweg 137, Hermanus, 7200.

Aan: Die Balju van die Hof, Landdroshof, Hermanus, 7200.

Saak No. 2933/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

In die saak tussen **STANFORD MUNISIPALITEIT, Eiser, en K. PRINS, 1ste Verweerder, en M. F. PRINS, 2de Verweerder**

Ingevolge 'n vonnis in die Landdroshof te Hermanus en 'n lasbrief vir eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 14 Maart 2001 om 10:00, te die kantore van die Stanford Munisipaliteit, Queen Victoriastraat 17, Stanford:

Erf 1620, Stanford, in die gebied van die Stanford Plaaslike Oorgangsraad, Afdeling Caledon, Provinsie Wes-Kaap, groot 200 vierkante meter, geleë te Dreyerstraat 1620, Stanford, 7210, gehou kragtens Transportakte No. T42571/1999.

Die verbeterings op die eiendom bestaan uit die volgende: 'n Woonhuis.

Verkoopsvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Landdroshowewet, No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van die bogenoemde Wet.

2. Tien persent van die koopprijs van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopsvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprijs tesame met rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopsvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju Hermanus se kantoor.

Hannes Pretorius Prokureurs, Prokureurs vir Eiser, 1ste Vloer, Fashion Square, Hoofweg 137, Hermanus, 7200.

Aan: Die Balju van die Hof, Landdroshof, Hermanus, 7200.

Case No. 7756/98

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and GILLIAN JENNIFER ERASMUS, Defendant

On 9 March 2001 at 14:00, a public auction sale will be held at the premises to be sold, namely 11 (Section No. 5), The Heath, Southampton Road, Heathfield, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to:

Section No. 5, as more fully described on Sectional Plan No. SS72/92 in the scheme known as The Heath, in respect of the land and building or buildings situated at Heathfield, in the South Peninsula Municipality, of which section the floor area, according to the said sectional plan, is 57 (fifty seven) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, together with all erections or structures thereon held under Sectional Deed of Transfer No. ST3784/1992.

Improvements (which are not warranted to be correct and not guaranteed): Brick and/or cement maisonette under tiled roof, consisting of 2 bedrooms, lounge, kitchen and bathroom/toilet.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% cash immediately on knockdown of property.
3. Balance of purchase price and interest in terms of conditions of sale to be paid or secured by bank guarantee within 14 days after date of sale.

4. Further conditions are available for inspection at the offices of the Sheriff for the Magistrate's Court Wynberg South, 9 Electric Road, Wynberg.

Dated at Bergvliet this 10th day of January 2001.

Schäfers Attorneys, 31 Heerengracht Road, Bergvliet. (Tel. 712-2014.) (Ref. DAS/NB0041.)

Saak No. 2808/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

**In die saak tussen STANFORD MUNISIPALITEIT, Eiser, en H. J. ENGEL, 1ste Verweerder, en
M. ENGEL, 2de Verweerder**

Ingevolge 'n vonnis in die Landdroshof te Hermanus en 'n lasbrief vir eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 14 Maart 2001 om 10:00, te die kantore van die Stanford Munisipaliteit, Queen Victoriastraat 17, Stanford:

Erf 1478, Stanford, in die gebied van die Stanford Plaaslike Oorgangsraad, Afdeling Caledon, Provinsie Wes-Kaap, groot 207 vierkante meter, geleë te Melkhoutstraat 1478, Stanford, 7210, gehou kragtens Transportakte No. T48297/1999.

Die verbetering op die eiendom bestaan uit die volgende: 'n Woonhuis.

Verkoopsvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Landdroshowewet, No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van die bogenoemde Wet.

2. Tien persent van die koopprijs van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopsvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprijs tesame met die rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopsvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju Hermanus se kantoor.

Hannes Pretorius Prokureurs, Prokureurs vir Eiser, 1ste Vloer, Fashion Square, Hoofweg 137, Hermanus, 7200.

Aan: Die Balju van die Hof, Landdroshof, Hermanus, 7200.

Saak No. 2606/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

**In die saak tussen STANFORD MUNISIPALITEIT, Eiser, en N. D. BAARTMAN, 1ste Verweerder, en
J. W. A. BAARTMAN, 2de Verweerder**

Ingevolge 'n vonnis in die Landdroshof te Hermanus en 'n lasbrief vir eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 14 Maart 2001 om 10:00, te die kantore van die Stanford Munisipaliteit, Queen Victoriastraat 17, Stanford:

Erf 1524, Stanford, in die gebied van die Stanford Plaaslike Oorgangsraad, Afdeling Caledon, Provinsie Wes-Kaap, groot 180 vierkante meter, geleë te Melkhoutstraat 1524, Stanford, 7210, gehou kragtens Transportakte No. T40945/1999.

Die verbetering op die eiendom bestaan uit die volgende: 'n Woonhuis.

Verkoopsvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Landdroshowewet, No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van die bogenoemde Wet.

2. Tien persent van die koopprijs van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopsvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprijs tesame met die rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopsvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju Hermanus se kantoor.

Hannes Pretorius Prokureurs, Prokureurs vir Eiser, 1ste Vloer, Fashion Square, Hoofweg 137, Hermanus, 7200.

Aan: Die Balju van die Hof, Landdroshof, Hermanus, 7200.

Case No. 25541/97

IN THE MAGISTRATE'S COURT

**In the matter between ABSA BANK LIMITED, Execution Creditor, and MOEGAMAT SHARKIER WAGGIE,
1st Execution Debtor, and SULAIGHA WAGGIE, 2nd Execution Debtor**

The following property will be sold in execution by public auction held at 15 Teal Road, Grassy Park, to the highest bidder on 5 March 2001 at 10:00:

Erf 3788, Grassy Park, situated in the South Peninsula Municipality, Division Cape, Western Cape Province, in extent 500 (five hundred) square metres, held by Deed of Transfer No. T9338/1996, situated at 15 Teal Road, Grassy Park.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: A single dwelling, brick walls under asbestos roof, comprising of 3 bedrooms, kitchen, lounge & bathroom.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,5 per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 9th day of January 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town. (Tel. 419-6469.) (Ref. T DE GOEDEZ00866.)

Case No. 3650/97

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and PATRICK WILLIAM GEORGE ALEXANDER, 1st Execution Debtor, and GERALDINE MONA ALEXANDER, 2nd Execution Debtor

The following property will be sold in execution by public auction held at Mitchells Plain Magistrate's Court to the highest bidder on 8 March 2001 at 10:00:

Erf 35834, Mitchells Plain, in the City of Cape Town, Division Cape, Western Cape Province, in extent 198 (one hundred and ninety eight) square metres, held by T70116/1993, situated at 35 Merriman Crescent, Eastridge, Mitchells Plain.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: Brick building with asbestos roof, fully vibre-crete fenced, burglar bars, carport, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom & toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,5% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 10th day of January 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town. (Tel. 419-6469.) (Ref. T DE GOEDE/Z00863.)

Saak No. 578/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WORCESTER GEHOU TE WORCESTER

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en A AMSTERDAM, Eerste Eksekusieskuldenaar, en S E AMSTERDAM, Tweede Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling op die perseel te Disastraat 4, De Doons op 15 Maart 2001 om 10h00 aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 449, De Doons, groot 723 (sewehonderd drie-en-twintig) vierkante meter, gehou kragtens Transportakte Nr T23114/87, bekend as Disastraat 4, De Doons.

Verkoopsvoorwaardes:

1. Die Verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju asook by die ondergetekendes.

2. Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, 3 slaapkamers, badkamer & toilet en enkel motorhuis.

3. *Die koopprys moet soos volg betaalbaar word:*

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

3.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van twee-en-twintig komma vyf per centum (22,50%) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van die verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos voormeld verseker moet word deur 'n bankwaarborg wat vir die Eiser se Aktebesorger aanvaar is.

3.3 Die voormelde waarborg moet binne 14 (veertien) dae vanaf datum van verkoping deur die Koper aan die Balju, of op instruksie van die Balju, aan die Eiser se prokureurs oorhandig word en moet voorsiening maak vir betaling van die genoemde volle balans-koopprys plus rente teen registrasie van transport, op voorwaarde dat indien die Eiser die Koper is, geen deposito of waarborg nodig sal wees nie en dat die Eiser die volle koopprys plus rente aan die Balju sal betaal teen registrasie van transport.

Geteken te Worcester hierdie 5de dag van Januarie 2001.

Muller Terblanche & Beyers, Kerkstraat 66; Posbus 18, Worcester, 6849. (Verw. VA1206.)

Case No. 13935/99

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

In the matter between MR A L THOMAS, Execution Creditor, and MRS. D. D. ENGLE, Execution Debtor

The following property will be sold voetstoots and without reserve in execution by Public Auction on site, to the highest bidder on 12th March 2001 at 10 a.m:

Erf 77396, Cape Town at Southfield, in extent four hundred and ninety-six (496) square metres.

Address: 44 Coombre Road, Plumstead.

Conditions of sale:

1. The following information is furnished but not guaranteed: Brick wall, asbestos roof duplex consisting of garage, 3 bedrooms, kitchen, lounge and bathroom.

2. The full and complete conditions of sale will lie for inspection at the offices of the Sheriff of the Court.

3. *Payment shall be effected as follows:* Ten per cent (10%) of the purchaser price on the day of the sale and the balance together with interest thereon at the rate of sixteen per cent (16%) per annum from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Buchanan Boyes, 1 Cornwall Place, Wynberg. (Ref. W D Baxter/T213.)

Saak No. 31623/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen ABSA BANK BEPERK, Eiser, en KEVIN NORMAN KITCHIN, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Kaapstad gedateer 20 Oktober 2000 en 'n lasbrief tot beslaglegging van Onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Tern Slot 2, Myburgh Park, Langebaan per publieke veiling te koop aangebied op 12 Maart 2001 om 10h00.

Erf 2184, Langebaan, afdeling Malmesbury, groot 902 vierkante meter, ook bekend as Tern Slot 2, Myburgh Park, Langebaan, gehou kragtens Transportakte Nr T105237/98.

Voorwaardes:

1. Die eiendom sal deur die Afslaer en/of Balju Landdroshof van Moorreesburg verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die Koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n Bank of Bouvereniging wat deur die Eiser se Prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaer binne sewe (7) dae na die datum van verkoping verstrekk word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die Koper aanspreeklik wees vir betaling van rente teen 15.50% per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die Koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belasting en ander uitgawes wat nodig is om transport te laat geskied op versoek van die Prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Moorreesburg en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer 25 Januarie 2001.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. Mev Swart/AK182.)

Saaknr 22722/1996

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: BOLAND BANK PKS BEPERK, Eiser, en KEVIN ANTHONY THOMAS, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 7 Oktober 1996, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 8 Maart 2001 om 09H00 voor die Landdroskantoor Voortrekkerweg, Bellville, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word.

Erf 3712, Delft, in die stad Tygerberg, afdeling Kaap, provinsie van die Wes-Kaap, geleë te Hoofweg 95, Roosendal, Delft, groot 334 vierkante meter, gehou kragtens Transportakte Nr. T47043/1994.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met asbesdak, drie slaapkamers, sitkamer, kombuis en badkamer/toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr I J Hugo, Northumberlandweg 29, Bellville (Tel. 948-8326.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 20% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, mnr I J Hugo, Northumberlandweg 29, Bellville (Tel. 948-8326).

Datum: 19 Januarie 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw: JF/LA/B3495.)

Saak Nr: 17795/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en SANDRA MAGDALENA CLOETE, Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros van Kuilsrivier en lasbrief vir eksekusie teen goed gedateer 7 November 2000, sal die ondervermelde eiendom op die 5de Maart 2001 om 09H00 vm, te Kuilsrivier Landdroshof aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere Erf 1192, Hagley, afdeling Stellenbosch, in die provinsie Wes-Kaap, groot 315 vierkante meter, gehou kragtens Transportakte Nr T44948/93.

Bestaande uit teeldak, twee slaapkamers, kombuis, badkamer/toilet, sitkamer, ouma woonstel bestaande uit twee slaapkamers, kombuis en stort/toilet.

Straatadres: Sir Lancelot Straat 4, Hagley.

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

2. **Betaling:** 'n Deposito van 10 (tien) persent van die koopprys sal deur die koper aan die Balju gemaak word ten tye van die verkoping in kontant, of deur middel van 'n bankgewaarborgde tjek.

Die volle balans van die koopprys (plus rente teen die heersende koers van 14,5 persent per jaar, maandeliks gekapitaliseer, bereken op die volle koopsom vanaf datum van verkoping tot datum van registrasie van transport) sal betaal word teen registrasie van transport, welke bedrag verseker moet word deur 'n goedgekeurde bank of bouverenigingwaarborg wat voorsien moet word binne 14 (veertien) dae vanaf datum van verkoping.

3. Die verkoopsvoorwaardes sal, onmiddellik voor die verkoping, deur die Balju of afslaer uitgelees word, en kan geïnspekteer word by die kantoor van die Balju vir die Landdroshof te Kuilsrivier.

Gedateer te Kaapstad op 18 Januarie 2001.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Vloer, Nr. 1 Thibaultplein, Kaapstad. (Verw: lvt/k5467.)

Case No: 16076/1999

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

In the matter between ABSA BANK LIMITED, Plaintiff, and REGGIE NEVILLE BOPAPE, 1st Defendant, and RACHEL MARY BOPAPE, 2nd Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain and writ of execution dated the 4th of November 2000, the following property will be sold in execution on the 8th of March 2001 at 10H00 AM at the Magistrate's Court, Mitchells Plain.

Certain Erf 6588, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in the Province of the Western Cape, measuring 174 square metres, held by Deed of Transfer No T42345/1990.

Consisting of brick building, tiled roof, cement floors, burglar bars, three bedrooms, open plan kitchen, lounge, bathroom and toilet.

Street address: 65 Kweker Road, Westridge, Mitchells Plain.

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

2. *Payment:* A deposit of 10 (ten) percent of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale.

The balance (plus interest at the current rate of 14,5 percent per annum, capitalised monthly and calculated on the full purchase price from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the Sheriff or auctioneer immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain (Strandfontein).

Dated at Cape Town on 19 January 2001.

Jan S. de Villiers, Attorneys for Plaintiff, 16th Floor, No 1 Thibault Square, Cape Town. (Ref: LVT/J4203.)

Case No: 1069/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

In the matter between ABSA BANK LIMITED, Plaintiff, and TREVOR WILLIAM KNOOP, 1st Defendant, and VANESSA BELINDA KNOOP, 2nd Defendant

In pursuance of a judgment granted on the 7/11/2000, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 13/03/2001 at 10:00, at Atlantis Court House:

Property description: Erf 8179, Wesfleur, in the Blaauwberg Municipality, Division Cape, Province of the Western Cape; in extent two hundred and seventy seven (277) square metres; held by Deed of Transfer No. T48570/97; situate at 61 Curlew Street, Robinvale.

Improvements: Dwelling: 3 bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Parow this 12 January 2001.

W J M Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, No 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P O Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref: A0482/337/WS/Irma Otto.)

Case No: 537/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

**In the matter between ABSA BANK LIMITED, Plaintiff, and DAVID KOTZE, 1st Defendant, and
CHRISTINE KOTZE, 2nd Defendant**

In pursuance of a judgment granted on the 14/08/2000, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 13/03/2001 at 10:00, at Atlantis Court House:

Property description: Erf 2953, Wesfleur, in the Atlantis Residential Local Area, Cape Division, in extent two hundred and twenty five (225) square metres; held by Deed of Transfer No. T30187/90; situate at 34 Trafalgar Crescent, Saxonsea.

Improvements: Dwelling: 3 bedrooms, lounge, kitchen and bathroom (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Parow this 15 January 2001.

W J M Saaman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, No 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P O Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref: A0482/266/WS/lrma Otto.)

Saaknr. 19062/00

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

ABSA BANK BEPERK, Eiser, en MOEGAMAD MAJIED ALLIE, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Mitchells Plain gedateer 9 Oktober 2000 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p/a Landdroskantoor, Mitchells Plain, per publieke veiling te koop aangebied op 13 Maart 2001 om 10h00.

Erf 2971, Mitchells Plain, afdeling Kaap, groot 69 vierkante meter, ook bekend as Jason Singel 74, Woodlands, Mitchells Plain, gehou kragtens Transportakte Nr T108115/97.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Mitchells Plain verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrekkend word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 15% per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook belasting op toegevoegde waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Mitchells Plain, en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 12 Januarie 2001.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw: mev Swart/AA171.)

Case No: 13470/97

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

ABSA BANK LIMITED, versus ANDREW JOHN WILLIAMS

The following property will be sold in execution to the highest bidder at a public auction to be held at Magistrate's Court, Kuils River, on Wednesday, 7 March 2001 at 9:00:

Erf 4753, Blue Downs, situate in the Cape Town Municipality, in extent 312 (three hundred and twelve) square metres, held by Deed of Transfer No. T94533/96 and situate at 30 Jakaranda Street, Forest Village, Eerste River.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising bedrooms, lounge, kitchen, bathroom, toilet, tandem garage and tiled roof.

3. *Payment:* 10% of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the full balance thereof with interest at the rate of 20% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

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

Dated at Bellville on 12 January 2001.

J. van Niekerk, for Laubscher & Hattingh, Plaintiff's Attorneys.

Case No: 1049/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

In the matter between ABSA BANK LIMITED, Plaintiff, and NOLAN JOSEPH, 1st Defendant, and MARIA MYRTLE JOSEPH, 2nd Defendant

In pursuance of a judgment granted on the 8/11/2000, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 14/03/2001 at 10:00, at Atlantis Court House:

Property description: Erf 11179, Wesfleur, situate in the Blaauwberg Municipality, Division Cape, Province of the Western Cape; in extent two hundred and ninety eight (298) square metres; held by Deed of Transfer No. T42513/98; situate at 7 Figilante Street, Saxonsea.

Improvements: Dwelling: 2 bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Parow this 16 January 2001.

W J M Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, No 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P O Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref: A0482/335/WS/Irma Otto.)

Case No: 17136/97

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

In the matter between ABSA BANK LIMITED, Plaintiff, and DANIEL JOHANNES JANTJIES, 1st Defendant, and CATHLEEN ANN JANTJIES, 2nd Defendant

In pursuance of a judgment granted on the 20/01/1998, in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 13/03/2001 at 10:00, at Mitchells Plain Court House:

Property description: Erf 1164, Weltevreden Valley, situate in the Local Area of Weltevreden Valley, Cape Division; in extent three hundred and fifty (350) square metres; held by Deed of Transfer No. T19778/90; situate at 17 Sandra Road, Colorado Park.

Improvements: Dwelling: 3 bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain North.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Parow this 17 January 2001.

W J M Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, No 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P O Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref: A0488/26/WS/Irma Otto.)

Case No: 559/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

**In the matter between ABSA BANK LIMITED, Plaintiff, and BRIAN ELVIS LIEDEMAN,
1st Defendant, and JOAN LIEDEMAN, 2nd Defendant**

In pursuance of a judgment granted on the 19/07/2000, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 14/03/2001 at 10:00, at Atlantis Court House:

Property description: Erf 5664, Wesfleur, in the Atlantis Residential Local Area, Division Cape, in extent four hundred and seventy two (472) square metres; held by Deed of Transfer No. T43211/94; situate at 28 Darling Crescent, Beacon Hill.

Improvements: Dwelling: 3 bedrooms, lounge, kitchen, bathroom/toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Parow this 15 January 2001.

W J M Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, No 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P O Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref: A0482/272/WS/Irma Otto.)

Case No: 874/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

**In the matter between ABSA BANK LIMITED, Plaintiff, and JONATHAN KOCKS, 1st Defendant, and
MERCIA GRACE KOCKS, 2nd Defendant**

In pursuance of a judgment granted on the 20/09/2000, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 14/03/2001 at 10:00, at Atlantis Court House:

Property description: Erf 937, Wesfleur, in the Blaauwberg Municipality, Division Cape, Province of the Western Cape; in extent six hundred and thirty (630) square metres; held by Deed of Transfer No. T17216/98; situate at 23 Centaur Street, Avondale.

Improvements: Dwelling: 3 bedrooms, lounge, diningroom, kitchen, bathroom and toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Parow this 15 January 2001.

W J M Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, No 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P O Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref: A0482/304/WS/Irma Otto.)

Case No: 725/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

**In the matter between ABSA BANK LIMITED, Plaintiff, and SAM LODEWYK DAVIDS, 1st Defendant, and
BEULAH DAVIDS, 2nd Defendant**

In pursuance of a judgment granted on the 4/10/2000, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 12/03/2001 at 10:00, at Atlantis Court House:

Property description: Erf 3721, Westfleur, in the area of the Northern Substructure, Division Cape, Province of the Western Cape; in extent one thousand one hundred and sixty seven (1 167) square metres; held by Deed of Transfer No. T2968/97; situate at 5 Suikerbekkie Close, Robinvale.

Improvements: Dwelling: 5 bedrooms, entrance hall, lounge, diningroom, kitchen, family room, bathroom/shower/toilet, laundry and 2 garages (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Parow this 12 January 2001.

W J M Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, No 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P O Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref: A0482/104/WS/Irma Otto.)

Case No. 7390/97

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

ABSA BANK LIMITED, versus EDUARD ROUX and JEANNE ROUX

The following property will be sold in Execution to the highest bidder at a Public Auction to be held at Magistrate's Court Kuils River on Friday, 9 March 2001 at 9:00.

Erf 8754, Brackenfell, situated in the Oostenberg Municipality, in extent 700 (seven hundred) square metres, held by Deed of Transfer No. T23473/92 and situated at 12 Ferndale, Bracken Heights, Brackenfell.

Conditions of sale:

1. The full Conditions of Sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising 3 bedrooms, lounge, dining-room, kitchen, 1 & half bathrooms, double garage, tiled roof and swimming pool.

3. *Payment:* 10% of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the Sale and the full balance thereof with interest at the rate of 20% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

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

Dated at Bellville on 12 January 2001.

J van Niekerk, for Laubscher & Hattingh, Plaintiff's Attorney.

Case No. 444/99

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

ABSA BANK LIMITED, versus NATHAN EDGAR EBDEN

The following property will be sold in Execution to the highest bidder at a Public Auction to be held at Magistrate's Court Mitchells Plain on Thursday, 8 March 2001 at 10:00.

Erf 14685, Mitchells Plain, situated in the Cape Town Municipality, in extent 202 (two hundred and two) square metres, held by Deed of Transfer No. T15966/97 and situated at 13 Dinghie Circle, Strandfontein.

Conditions of sale:

1. The full Conditions of Sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Mitchells Plain.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a brick building, tiled roof, vibre crete, burglar bars, 3 bedrooms, separate kitchen, lounge, bathroom and toilet.

3. *Payment:* 10% of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the Sale and the full balance thereof with interest at the rate of 23% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

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

Dated at Bellville on 12 January 2001.

J van Niekerk, for Laubscher & Hattingh, Plaintiff's Attorney.

Case No. 17496/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and GEORGE ARTHUR ABELS, 1st Defendant, and VIRGINIA BRENDA ABELS, 2nd Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River and Writ of Execution dated the 4th of November 2000, the following property will be sold in execution on the 7th of March 2001 at 09H00 am at the Magistrate's Court Kuils River:

Certain: Erf 2185, Blue Downs, Stellenbosch Division, in the Province of the Western Cape, measuring 358 square metres, held by Deed of Transfer No T32889/1994, consisting of tiled roof, three bedrooms, lounge, kitchen, bathroom and toilet.

Street address: 12 Elm Crescent, Forest Village, Eerste River.

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

2. *Payment:* A deposit of 10 (ten) percent of the purchase price shall be paid in cash or by Bank guaranteed cheque at the time of the sale.

The balance (plus interest at the current rate of 14,5 percent per annum, capitalised monthly and calculated on the full purchase price from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved Bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the Sheriff or auctioneer immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

Dated at Cape Town on 12 January 2001.

Jan S. de Villiers, Attorneys for Plaintiff, 16th Floor, No 1 Thibault Square, Cape Town. (Ref: LVT/K5291.)

Saak No. 15107/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **ABSA BANK BEPERK, Eiser, en CHRISTIAN MARTIN BLANCKENBERG, Eerste Verweerder, en PAMELA PATRICIA CONSTANCE BLANCKENBERG, Tweede Verweerderes**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 2 Julie 1999 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Woensdag, 7 Maart 2001 om 10:00 voor die Landdroskantoor, Eerste Laan, Wynberg, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 130526, Kaapstad te Retreat in die Suid-Skiereiland Munisipaliteit, afdeling Kaap, provinsie van die Wes-Kaap, geleë te Cradockweg 146, Retreat, groot 218 vierkante meter, gehou kragtens Transportakte T31986/1988.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, asbesdak, twee slaapkamers, sitkamer, kombuis, badkamer/toilet en afdak.

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. A. H. Camroodien, Electricweg, Wynberg (Tel. 761-3439).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- en/of Baljukommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 20% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, mnr. A. H. Camroodien, Electricweg, Wynberg (Tel. 761-3439).

Datum: 14 Desember 2000.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/A712.)

Case No. 19580/2000

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

In the matter between **NEDCOR BANK LIMITED versus DOLPHINE WITBOOI**

The following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on Thursday, 8 March 2001 at 10:00:

Erf 5901, Mitchells Plain, in extent 253 (two hundred and fifty-three) square metres, held by Deed of Transfer T60195/93, situated at 6 Portobello Close, Portlands, Mitchells Plain.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: Brick building with tiled roof, consisting of three bedrooms, cement floors, open plan kitchen, lounge, bathroom and toilet.

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

Dated at Cape Town this 18th day of December 2000.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. Mrs D. Jardine/CT9504.)

Case No. 17024/2000

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

In the matter between **NEDCOR BANK LIMITED versus NEIL NOLAN and JENNIFER NOLAN**

The following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on Thursday, 8 March 2001 at 10:00:

Erf 13155, Mitchells Plain, in extent 186 (one hundred and eighty-six) square metres, held by Deed of Transfer T105269/98, situated at 11 Liberator Street, Mitchells Plain.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: Brick building with tiled roof, fully vibre crete fence, burglar bars, three bedrooms, cement floors, separate kitchen, lounge, bathroom and toilet.

3. **Payment:** Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,25% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town this 19th day of December 2000.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.) (Ref. Mrs D. Jardine/CT5719.)

Case No. 16177/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

**In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg No. 87/01384/06),
Plaintiff, and PAUL AUGUSTUS FRANTZ, First Defendant, and ROSINA FRANTZ, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 22 March 2000, the property listed hereunder, and commonly known as 50 Shetland Crescent, Westridge, Mitchells Plain, will be sold in execution in front of the Court-house on Tuesday, 13 March 2001 at 10H00, to the highest bidder:

Erf 1645, Mitchells Plain, situated in the City of Cape Town, Cape Division, Western Cape Province, extent 181 (one hundred and eighty one) square metres.

Held under Deed of Transfer T51445/92.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with asbestos roof, facebrick fence, burglar bars, comprising: 3 Bedrooms, kitchen, lounge, bathroom, toilet and garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 2 Mulberry Way, Strandfontein. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town this 23rd day of January 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town.
(Ref. Coll/G Hendricks/N50157.)

Case No. 23613/00**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

**In the matter between ABSA BANK LIMITED (f.t.a UNITED BANK), Plaintiff, and ABDURACHMAAN BORAAN,
1st Defendant, and CELESTINE LOUISE BORAAN, 2nd Defendant**

The following property will be sold in execution at the Mitchells Plain Magistrate's Court on the 6th March 2001 at 10H00, to the highest bidder:

Erf 9261, Mitchells Plain, situated in the City of Cape Town, Cape Division, Western Cape Province, in extent 198 (one hundred and ninety eight) square metres, held under Deed of Transfer T85655/1994.

Street address: 14 Pikkewyn Close, Rocklands, Mitchells Plain.

1. The following improvements are reported, but not guaranteed: A brick wall and tiled roof dwelling consisting of lounge, 3 bedrooms, open plan kitchen, bathroom, toilet, cement floors, burglar bars and partly vibre-crete fence.

2. **Payment:** 10% of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current ABSA Bank bond rate calculated on the Plaintiff's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within fourteen (14) days of the sale.

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

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

Dated at Cape Town on this 17th day of January 2001.

J J Niemand, for De Klerk & Van Gend, Plaintiff's Attorneys, ABSA Bank Building, 132 Adderley Street, Cape Town.
(Ref. JJN/r/F00137.)

Case No. 1206/94

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

**In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Plaintiff, and JEREMY BERTRAM HIGGINS,
First Defendant, and DORETTA EVELYN HIGGINS, Second Defendant**

In pursuance of a judgment of the Magistrate's Court, Mitchells Plain and writ of execution dated 22 May 2000, the property listed hereunder, and commonly known as 9 Internal Road, Wavecrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Tuesday, 13 March 2001 at 10H00, to the highest bidder:

Erf 44252, Mitchells Plain, situated in the City of Cape Town, Cape Division, Western Cape Province, extent 268 (two hundred and sixty eight) square metres, held under Deed of Transfer T68582/89 dated T68582/89.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with a tiled roof, comprising 3 bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 2 Mulberry Way, Strandfontein. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town this 23rd day of January 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town.
(Ref. Coll/G Hendricks/N47332.)

Case No. 2454/99

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

**In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Plaintiff, and GAVIN LESLIE ADAMS,
First Defendant, and CAROL AUDREY ADAMS, Second Defendant**

In pursuance of a judgment of the Magistrate's Court, Simonstown, and writ of execution dated 13 September 2000, the property listed hereunder, and commonly known as 50 Corsair Way, Sun Valley, Fish Hoek, will be sold in execution at the premises on Wednesday, 14 March 2001 at 13H00, to the highest bidder:

Erf 13284, Fish Hoek, situated in the South Peninsula Municipality, Cape Division, Western Cape Province, extent 715 (seven hundred and fifteen) square metres, held under Deed of Transfer T35890/99.

The following improvements are reported to be on the property, but nothing is guaranteed: A single dwelling built with bricks under a tiled roof consisting of 2 bedrooms, kitchen, lounge, 2 bathrooms, toilet and garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Simonstown, 131 St Georges Road, Simonstown, 7995. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town this 23rd day of January 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town.
(Ref. Coll/G Hendricks/N42395.)

Case No. 14033/98

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

In the matter between NBS BOLAND BANK LIMITED formerly NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and WILLIAM DESAI, First Defendant, and JENNIFER ANN DESAI, Second Defendant

In pursuance of a judgment of the Magistrate's Court, Kuils River, and writ of execution dated 6 April 1999, the property listed hereunder, and commonly known as 6 Bluegum Street, Rustdal, Blackheath, will be sold in execution at the premises on Monday, 12 March 2001 at 10h30, to the highest bidder:

Erf 118 (Portion of Erf 308), Rustdal, situated in the Oostenburg Municipality, Cape Division, Western Cape Province, extent 750 (seven hundred and fifty) square metres, held under Deed of Transfer T93645/94.

The following improvements are reported to be on the property, but nothing is guaranteed: A single dwelling with brick walls under a tiled roof comprising: 3 bedrooms, kitchen, lounge, dining-room, one and a half bathroom, double garage and swimming-pool.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, Bellville, 29 Northumberland Road, Bellville. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town this 22nd day of January 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. Coll/G Hendricks/N42287.)

Case No. 21574/99

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

In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Plaintiff, and EDROY JAMES BLOWS, First Defendant, and NADIA NICOLENE BLOWS, Second Defendant

In pursuance of a judgment of the Magistrate's Court, Mitchells Plain and writ of execution dated 10 April 2000, the property listed hereunder, and commonly known as 25 Mainstay Way, Strandfontein, Mitchells Plain, will be sold in execution in front of the Court-house on Tuesday, 13 March 2001 at 10H00, to the highest bidder:

Erf 47828, Mitchells Plain, situated in the City of Cape Town, Cape Division, Western Cape Province, extent 253 (two hundred and fifty three) square metres, held under Deed of Transfer T11691/99.

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

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 2 Mulberry Way, Strandfontein. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town this 23rd day of January 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. Coll/G Hendricks/N41634.)

Case No. 10271/98

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

In the matter between NBS BOLAND BANK LIMITED formerly NBS BANK LIMITED, Plaintiff, and The Trustees for the time being for the HAWKE ROAD TRUST (Registration No. IT 1334/96), Defendant

In pursuance of a judgment of the Magistrate's Court, Kuils River, and writ of execution dated 8 June 2000, the property listed hereunder, and commonly known as 4 Hawke Road, Penhill Estate, Eerste River, will be sold in execution at the premises on Monday, 12 March 2001 at 10h30, to the highest bidder:

Erf 4, Penhill, situated in the Oostenberg Municipality, Stellenbosch Division, Western Cape Province, extent 4 764 (four thousand seven hundred and sixty four) square metres, held under Deed of Transfer T81330/96.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick under a tiled roof comprising: 3 bedrooms, lounge, dining-room, kitchen, TV-room, study, 3 bathrooms, patio, swimming-pool and garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Bellville, 29 Northumberland Road, Bellville. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town this 23rd day of January 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. Coll/G Hendricks/N41978.)

Case No. 14922/99

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

In the matter between THE CITY OF CAPE TOWN, Plaintiff, and ANDREW HENDRY VAN WYK, Defendant

The following will be sold in execution at 10H00 on Tuesday, the 13th day of March 2001, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 47658, Cape Town at Mitchells Plain, in extent one hundred and forty eight (148) square metres, held by Deed of Transfer T41534/1997, situated at 17 Hawk, Rocklands, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling—Description:* Brick building, tiled roof, vibre crete, 3 bedrooms, carpet floors, kitchen, lounge, bathroom and toilet.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance (plus interest at the standard rate of 17,25% per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Dated at Athlone this 22nd day of January 2001.

J Ramages Attorneys, Attorneys for Plaintiff, cnr. Klipfontein & Belgravia Roads, Athlone. (Ref. Coll/ses/15/61163/00.)

Case No. 8117/2000

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and JOHANNES JULIES, 1st Judgment Debtor, and SUSANNA MILINDA JULIES, 2nd Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Mitchells Plain on 15 March 2001 at 10h00:

Erf 27507, Mitchells Plain, situate in the City of Cape Town, Cape Division, Western Cape Province, known as 41 Keeromsberg Street, Tafelsig, Mitchells Plain, in extent 144 (one hundred and forty four) square metres.

Comprising brick building, asbestos roof, vibre-crete fence, burglar bars, 3 bedrooms, cement floors, separate kitchen, bathroom and toilet.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

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

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945 3646.] (Ref. KG Kemp/LvS/G382.)

Case No. 16956/2000

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and JONATHAN WOLMARANS,
1st Judgment Debtor, and NOLEEN WOLMARANS, 2nd Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Mitchells Plain on 15 March 2001 at 10h00:

Erf 27306, Mitchells Plain, situate in the City of Cape Town, Cape Division, Western Cape Province, known as 9 Mostertshoek Street, Tafelsig, Mitchells Plain, in extent 120 (one hundred and twenty) square metres.

Comprising brick building, asbestos roof, burglar bars, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom and toilet.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

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

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945 3646.] (Ref. KG Kemp/LvS/G472.)

Case No. 4571/97

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and WINSTON CHARLES SIMPSON,
1st Judgment Debtor, and YOLANDA MYRNA SIMPSON, 2nd Judgment Debtor**

The undermentioned property will be sold in execution at 20 Daalder Close, Guldenland, Strand, on 14 March 2001 at 12h00:

Erf 21227, Strand, situate in the City of Cape Town, Stellenbosch Division, Western Cape Province, in extent 600 (six hundred) square metres.

Comprising 2 bedrooms, bathroom, lounge and kitchen.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

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

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945 3646.] (Ref. KG Kemp/LvS/G549.)

Case No. 3922/2000

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and
PIETERNELLA CORNELIA OLIVIER, Judgment Debtor**

The undermentioned property will be sold in execution at 75 Harbour Park, Lancaster Street, Gordon's Bay, on 14 March 2001 at 11h00:

Erf 24978, Strand, in the City of Cape Town, Stellenbosch Division, Western Cape Province, in extent 171 (one hundred and seventy one) square metres.

Comprising 2 bedrooms, bathroom and kitchen with open plan.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

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

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945 3646.] (Ref. KG Kemp/LvS/G590.)

Case No. 7705/2000

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and ERNEST SAULS, 1st Judgment Debtor, and MAGDELENA CATHARINA SAULS, 2nd Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Goodwood on 13 March 2001 at 09h30:

Erf 15421, Goodwood, in the City of Cape Town, Cape Division, Western Cape Province, known as 1 Salie Street, Uitsig, Goodwood, in extent 355 (three hundred and fifty five) square metres.

Comprising asbestos roof, brick walls, lounge, kitchen, 3 bedrooms, bathroom and separate toilet.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

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

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945 3646.] (Ref. KG Kemp/LvS/G480.)

Saak No. 6229/00

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen ABSA BANK LIMITED, Eiser, en SAMUEL HENDRIK SAULS, 1ste Verweerder, en ELIZABETH SAULS, 2de Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 2 Oktober 2000 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom om 10h00 op 12 Maart 2001 te die Landdroskantoor, Bergvliet Boulevard, Paarl, geregtelik verkoop sal word, naamlik:

Erf 16701, Paarl, in die Munisipaliteit van Paarl, groot 250 vierkante meters, gehou deur Transportakte Nr. T10681/1992, ook bekend as Koorstraat 41, Paarl.

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

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

Gedateer te Paarl op hede die 24 Januarie 2001.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel. 871-1200.) (Verw. SV/BZF001.)

Saak No. 1375/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

In die saak tussen STANFORD MUNISIPALITEIT, Eiser, en G. CROESER, Verweerder

Ingevolge 'n Vonnis in die Landdroshof te Hermanus en 'n Lasbrief vir Eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 14 Maart 2001 om 10h00 te die kantore van die Stanford Munisipaliteit, Queen Victoriastraat 17, Stanford.

Erf 687, Stanford, in die Overstrand Munisipaliteit, Afdeling Caledon, Provinsie Wes-Kaap; groot 1 005 vierkante meter; geleë te h/v Etienne & Langmarkstrate, Stanford, 7210, gehou kragtens Transportakte No. T21242/1996.

Die verbetering op die eiendom bestaan uit die volgende: 'n Leë erf.

Verkoopvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Landdroshofwet, Wet 32 van 1944, soos gewysig, en die eiendom word "voetstoots" verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van die bogenoemde Wet.

2. Tien persent van die koopprys van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprys tesame met die rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of Bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopsvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju Hermanus se kantoor.

Hannes Pretorius Prokureurs, Prokureurs vir Eiser, 1ste Vloer, Fashion Square, Hoofweg 137, Hermanus, 7200.

Aan: Die Balju van die Hof, Landdroshof, Hermanus, 7200.

Saak No. 1375/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

**In die saak tussen STANFORD MUNISIPALITEIT, Eiser, en C. R. CONSTANCE, 1ste Verweerder, en
E. R. CONSTANCE, 2de Verweerder**

Ingevolge 'n Vonnis in die Landdroshof te Hermanus en 'n Lasbrief vir Eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 14 Maart 2001 om 10h00 te die kantore van die Stanford Munisipaliteit, Queen Victoriastraat 17, Stanford.

Erf 1639, Stanford, in die Overstrand Munisipaliteit, Afdeling Caledon, Provinsie Wes-Kaap; groot 208 vierkante meter; geleë te Compactastraat 1639, Stanford, 7210, gehou kragtens Transportakte No. T37490/1999.

Die verbetering op die eiendom bestaan uit die volgende: 'n Woonhuis.

Verkoopsvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Landdroshowewet, Wet 32 van 1944, soos gewysig, en die eiendom word "voetstoots" verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van die bogenoemde Wet.

2. Tien persent van die koopprijs van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopsvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprijs tesame met die rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of Bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopsvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju Hermanus se kantoor.

Hannes Pretorius Prokureurs, Prokureurs vir Eiser, 1ste Vloer, Fashion Square, Hoofweg 137, Hermanus, 7200.

Aan: Die Balju van die Hof, Landdroshof, Hermanus, 7200.

Saak No. 2179/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

In die saak tussen STANFORD MUNISIPALITEIT, Eiser, en K. QHANKQISO, Verweerder

Ingevolge 'n Vonnis in die Landdroshof te Hermanus en 'n Lasbrief vir Eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 14 Maart 2001 om 10h00 te die kantore van die Stanford Munisipaliteit, Queen Victoriastraat 17, Stanford.

Erf 1577, Stanford, in die gebied van Stanford Plaaslike Oorgangsraad, Afdeling Caledon, Provinsie Wes-Kaap; groot 214 vierkante meter; geleë te Compactastraat 1577, Stanford, 7210, gehou kragtens Transportakte No. T42539/1999.

Die verbetering op die eiendom bestaan uit die volgende: 'n Woonhuis.

Verkoopsvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Landdroshowewet, Wet 32 van 1944, soos gewysig, en die eiendom word "voetstoots" verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van die bogenoemde Wet.

2. Tien persent van die koopprijs van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopsvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprijs tesame met die rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of Bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopsvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju Hermanus se kantoor.

Hannes Pretorius Prokureurs, Prokureurs vir Eiser, 1ste Vloer, Fashion Square, Hoofweg 137, Hermanus, 7200.

Aan: Die Balju van die Hof, Landdroshof, Hermanus, 7200.

Saak No. 19496/00

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

In die saak tussen ABSA BANK BEPERK, Eiser, en MR ORRETT NEUTT, Verweerder

Kragtens 'n uitspraak van bomelde Agbare Hof en Lasbrief vir Eksekusie, sal die ondervermelde eiendom per Openbare Veiling verkoop word op Dinsdag 13 Maart 2001 om 10:00 by die Landdroskantoor, 1ste Laan, Eastridge, Mitchells Plain.

Eiendom: Erf 362, Weltevreden Valley.

Straatadres: Oxfordstraat 17, Weltevreden Valley, Mitchells Plain.

Groot: 402 (vierhonderd en twee) vierkante meter.

Gehou: Kragtens Transportakte T14928/97.

Voormelde eiendom is beswaar met die volgende verband te wete:

Verband No. B10965/97 vir 'n bedrag van R90 000,00 plus 'n addisionele bedrag van R20 000,00 ten gunste van ABSA BANK BEPERK.

Veilingsvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe No. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande Titellakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalings van Artikel 66 van voormelde Wet.

2. Een-tiende (1/10) van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n Bank- of Bougenootskapwaarborg, gewaarborg word.

3. Die verkoping is onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Mitchells Plain Noord.

Gedateer te Bellville op hierdie 23ste dag van Januarie 2001.

D. A. Muller, vir Bellingan-Muller-de Villiers Ing., Edward IV, Edwardstraat 122, Tygervallei.

Case No. 18840/00

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

ABSA BANK LIMITED *versus* DINO BRIAN McCLAGHLAN and AMANDA GAIL McCLAGHLAN

The following property will be sold in execution to the highest bidder at a Public Auction to be held at Magistrate's Court, Mitchells Plain on Tuesday, 13 March 2001 at 10:00:

Erf 34316, Mitchells Plain, situate in the Cape Town Municipality, in extent 185 (one hundred and eighty-five) square metres, held by Deed of Transfer No. T94734/95 and situate at 25 Ascot Street, Beacon Valley, Mitchells Plain.

Conditions of Sale:

1. The full Conditions of Sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Mitchells Plain.

2. The following improvements on the property are reported but nothing is guaranteed:

A dwelling comprising a brick building, tiled roof, burglar bars, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom and toilet.

3. *Payment:* 10% of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the Sale and the full balance thereof with interest at the rate of 15% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days after the date of sale.

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

Dated at Bellville on 24 January 2001.

J. van Niekerk, for Laubscher & Hattingh, Plaintiff's Attorney.

Case No. 3322/2001

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

In the matter between MR M. V. OTTO, Plaintiff, and MR OMAR LATIEF, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 22 October 1991, and subsequent Warrant of Execution, the following property will be sold in Execution at 10H00 on 8 March 2001 at 58 Jamia Gafaldien Street, Strand, namely:

Erf 13347, Strand, in the City of Cape Town, Division of Stellenbosch, Western Cape Province, measuring 266 (two hundred and sixty six) square metres, one half share held by Deed of Transfer No. T66742/90 and one half share held by Deed of Transfer No. T73879/99, also known as 58 Jamia Gafaldien Street, Strand.

And take further notice that the conditions of Sale will lie for inspection at the offices of the Sheriff of the Court, 4 Kleinbos Avenue, Strand, and contain *inter alia* the following provisions:

1. 10% (Ten percent) of purchase price on signature of the Deed of Sale.
2. The balance of purchase price upon registration of transfer and for this purpose the purchaser shall furnish the Sheriff of the Court with a bank guarantee within 14 (fourteen) days of the date of sale.
3. The improvements to the property are as follows: Although not guaranteed, it consists of: Lounge, kitchen, 3 bedrooms, bathroom and toilet (the nature, extent, condition and existence of the improvements are not guaranteed and are sold "voetstoots").

The conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Court, Stellenbosch.

Dated at Somerset West on the 9th February 2001.

Louw du Plessis Inc., 31a St. James Street, P O Box 6, Somerset West, 7129. [Tel. (021) 852-1517.] (Ref: DK/O11.)

To: The Sheriff of the Court, Strand.

Case No. 24507/00

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

In the matter between ABSA BANK LIMITED, Plaintiff, and YUSUF CARELSE, Defendant

In pursuance of a Judgment in the Court for the Magistrate of Mitchells Plain and a Writ of Execution dated 22 November 2000 the property listed hereunder will be sold in Execution on Thursday, 15 March 2001 at 10h00 held at the Magistrate's Court of Mitchells Plain, be sold to the highest bidder.

Certain: Erf 9433, Mitchells Plain, situated in the City of Cape Town, Cape Division, Western Cape Province, also known as 9 Heron Street, Mitchells Plain.

In extent: 160 (one hundred and sixty) square metres.

Held by: Title Deed No. T62675/1993.

Conditions of Sale

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

2. The following improvements are reported to be on the property, but nothing is guaranteed:

A single dwelling brick building, under roof, consisting of approximately, lounge, kitchen, two bedrooms and bathroom.

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

Dated at Goodwood this 24th day of January 2001.

Heyns & Partners Inc., Attorneys for Plaintiff, 68 Vasco Boulevard, Goodwood, 7460. (Ref: A Keet/RP/Z14486.)

Case No. 15208/99

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

In the matter between NEDCOR BANK LIMITED versus NTOMBOXOLO DOROTHY GWABE

The following property will be sold in execution by Public Auction held at 11 Downing Crescent, Montana, to the highest bidder on Thursday, 8 March 2001 at 10:30 am:

Erf 7358, Matroosfontein, in extent 595 (five hundred and ninety five) square metres, held by Deed of Transfer T85310/1998, situate at 11 Downing Crescent, Montana.

Conditions of Sale

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

2. The following information is furnished but not guaranteed: Tiled roof with brick walls, lounge, dining-room, kitchen, 2 bedrooms and bathroom.

3. **Payment:** Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 16,5% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 30th day of January 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.) (Ref: Mrs D Jardine/134312.)

Case No. 129/99

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

In the matter between NEDCOR BANK LIMITED versus DIRK ADRIAN LAMPRECHT

The following property will be sold in execution by Public Auction held at 9 Chichester Close, Fish Hoek, to the highest bidder on Wednesday, 4 April 2001 at 10:00 am:

Erf 735, Noordhoek, in extent 4 049 (four thousand and forty nine) square metres, held by Deed of Transfer T91354/95, situate at 9 Chichester Close, Fish Hoek.

Conditions of Sale

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

2. The following information is furnished but not guaranteed: Vacant erf.

3. **Payment:** Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 22,25% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 29th day of January 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.) (Ref: Mrs D Jardine/126777.)

Case No. 986/2000

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

In the matter between BOE BANK LIMITED (Reg No. 51/00847/06), Plaintiff, and MARILYN FLETCHER, Defendant

In pursuance of a Judgment of the Magistrate's Court of Kuils River and Writ of Execution dated 16 March 2000, the property listed hereunder, and commonly known as 12 Warbler Way, Electric City, Eerste River, will be sold in Execution in front of the Court House on Wednesday, 14 March 2001 at 9H00 to the highest bidder.

Erf 4380, Blue Downs, situate in the Oostenberg Municipality, Cape Division, Western Cape Province, in extent 325 (three hundred and twenty five) square metres, held under Deed of Transfer No. T14827/92.

The following improvements are reported to be on the property, but nothing is guaranteed:

Single storey residence built of brick with a tiled roof, comprising 3 bedrooms, lounge, kitchen, one and a half bathroom and toilet.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Bellville, 29 Northumberland Road, Bellville. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 24 January 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town.
(Ref: C Smith/N52241.)

Case No. 5846/2000

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

In the matter between BOE BANK LIMITED (Reg No. 51/00847/06), Plaintiff, and MANDY CHAPLIN ANDRE CHARLES EVARD, First Defendant, and ANDRE CHARLES EVARD, Second Defendant

In pursuance of a Judgment of the Magistrate's Court of Cape of Good Hope and Writ of Execution dated 21 December 2000, the property listed hereunder, and commonly known as Erf 13767, Milnerton aka 4 Hunter Street, Table View, Western Cape Province, will be sold in Execution at the premises on Tuesday, 13 March 2001 at 11H00 to the highest bidder.

Erf 13767, Milnerton, in the Municipality of Blaauwberg, Cape Division, Western Cape Province, extent 504 (five hundred and four) square metres, held under Deed of Transfer No. T76747/1992.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey built of brick walls under a tiled roof consisting of lounge, dining-room, kitchen, 2 bedrooms, bathroom, toilet and garage.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town, Mandatum Building, Barrack Street, Cape Town, 8001. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 24 January 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town.
(Ref: C Smith/N41953.)

Case No. 8095/2000

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

In the matter between BOE BANK LIMITED (Reg No. 51/00847/06), Plaintiff, and JENNY LYNN CALTON VENANCIO, Defendant

In pursuance of a Judgment of the Magistrate's Court of Cape of Good Hope and Writ of Execution dated 18 December 2000, the property listed hereunder, and commonly known as Erf 3722, Gordon's Bay aka 12 Mariners Way, Gordon's Bay, Western Cape Province, will be sold in Execution at the premises on Friday, 9 March 2001 at 11H00 to the highest bidder.

Erf 3722, Gordon's Bay, in the Helderberg Municipality, Division Stellenbosch, Western Cape Province, extent 630 (six hundred and thirty) square metres, held under Deed of Transfer No. T47044/2000.

The following improvements are reported to be on the property, but nothing is guaranteed: A single dwelling built of brick walls under a tiled roof consisting of a lounge, dining-room, kitchen, 2 bedrooms, one and a half bathroom, 2 toilets and garage.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Strand, Boland Bank Building, Main Road, Strand. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 24 January 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town.
(Ref: C Smith/N69071.)

Case No. 7807/2000

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

In the matter between BOE BANK LIMITED (Reg No. 51/00847/06), Plaintiff, and JASPER LEWIS, Defendant

In pursuance of a Judgment of the Magistrate's Court of Cape of Good Hope and Writ of Execution dated 4 December 2000, the property listed hereunder, and commonly known as Erf 15333, Fish Hoek, aka 3 Blackbird Avenue, Sunnysdale, Western Cape Province, will be sold in Execution at the premises on Wednesday, 14 March 2001 at 14H30 to the highest bidder.

Erf 15333, Fish Hoek, in the South Peninsula Municipality, Cape Division, Western Cape Province, extent 675 (six hundred and seventy five) square metres, held under Deed of Transfer No. T94209/99.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey built of brick walls under a tiled roof consisting of lounge, dining-room, 3 bedrooms, 2 bathrooms, 2 toilets and single garage.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Simon's Town, 131 St George's Road, Simon's Town, 7995. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 24 January 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref: C Smith/N68759.)

Case No. 32102/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and WILLEM JOHANNES VAN RHYN, 1st Defendant, and ISABELLA CATHARINA VAN RHYN, 2nd Defendant

In pursuance of judgment granted on 6 October 2000, in the Bellville Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 6 March 2001 at 12:30 at 6 Thyme Crescent, Vredenburg, Bellville to the highest bidder.

Description: Erf 16639, Bellville, in the area of the Metropolitan Transitional Substructure of Bellville, Division Cape, Province Western Cape, in extent 854 square metres.

Improvements: Garage, lounge, dining-room, bedrooms, bathroom and kitchen.

Held by the Defendants in their name under Deed of Transfer No. T51881/80.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.
2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15.50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
3. The Purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, Bellville.

Dated at Bellville this 24 January 2001.

E. C. Jearey, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref: ECJ/SS/A0020/538.)

Case No. 13729/97

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

In the matter between ABSA BANK LTD, Plaintiff, and POLDA ANDREW RUDOLF KLAASTE, 1st Defendant, and ENDRIKA KLAASTE, 2nd Defendant

In pursuance of judgment granted on 2/12/1997, in the Kuils River Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 7/03/2001 at 09H00, at Kuils River Magistrate's Court to the highest bidder:

Description: Erf 3005, Kleinvlei, in the Local Area Blue Downs, Division Stellenbosch, Province: Western Cape, also known as 12 Prijnis Cresc, Forest Heights, Kleinvlei, Eerste River.

In extent: 216 square metres.

Improvements: 3 bedrooms, lounge, kitchen, bathroom/toilet, garage.

Held by the Defendants in their name under Deed of Transfer No. T47528/93.

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

2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15.50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville this 25 January 2001.

E. C. Jearey, for Malan Laas & Scholtz Inc., 5 Old Paarl Road, Bellville, 7530; P.O. Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/SS/A0020/159.)

Saak No. 24508/2000

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

In die saak tussne ABSA BANK BEPERK, Eiser, en RASHAAD DREYER en FATIMA DREYER, Verweerders

Ten uitvoerlegging van die vonnis van die Landdroshof gedateer 8 Januarie 2001, sal die onroerende eiendom hieronder beskryf op Donderdag, 15 Maart 2001 om 10H00, by die Landdroshof, Mitchells Plein, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis bestaande uit 3 slaapkamers, kombuis, sitkamer, badkamer/toilet.

Ook bekend as: Chevroletsingel 10, Beaconvalley, Mitchells Plein.

Erf 30066, Mitchells Plein, in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap.

Groot: 144 (eenhonderd vier en veertig) vierkante meter.

Gehou kragtens Transportakte Nr T. 78411/1994.

Verkoopsvoorwaardes:

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

2. Een tiende (1/10) van die koopprys tesame met rente daarop teen 15.5% per jaar vanaf datum van verkoping tot datum van registrasie van oordrag. Die Koper moet voorts binne 14 dae na die verkoping die vonnisskuldeiser voorsien van 'n Bank- of Bogenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju, Landdroshof, Mulberryweg 2, Strandfontein.

Afslaer: Die Balju, Landdroshof, Mitchells Plein-Suid.

Gedateer te Bellville hierdie 24ste dag van Januarie 2001.

A. der Kinderen, vir Bornman & Hayward, Prokureur vir Eiser, High Street VIII, Tweede Verdieping, Rosenpark, Tygervallei. [Tel. (021) 914-6400.] (Verw. ADK/A. Rudman/A0204/255.)

Case No. 2596/00

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

In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and MR PETER SIMON DANIELS, 1st Defendant, and MRS THIRY RIVA DANIELS, 2nd Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on the 04 July 2000 and subsequent Warrant of Execution the following property will be sold in Execution at 10H00 on 20 March 2001 at 28 Sipres Avenue, New Orleans, Paarl, namely:

Erf 9999, Paarl, in the Municipality and Division Paarl, Province of the Western Cape also known as 28 Sipres Avenue, New Orelans, Paarl.

In extent: 584 (five hundred and eighty four) square metres.

Held by Deed of Transfer T68450/1995.

And take further notice that the conditions of Sale will lie for inspection at the offices of the Sheriff of the Court, Paarl and contain *inter alia* the following provisions:

1. Ten per cent of the purchase price on date of Sale.
2. Balance of purchase price plus interest to be guaranteed with 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.

Dated at Paarl on the 23 January 2001.

Minizers, Second Floor, Arcade House, 43 Lady Grey Street (P.O. Box 284), Paarl, 7646. (Ref. SL/61003.)

Case No. 22643/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and NEZAAM SEDICK, First Defendant, and NASIEBA SEDICK, Second Defendant

In pursuance of a judgment in the Mitchells Plain Magistrate's Court and writ of execution dated 9 March 2000 the following property will be sold in execution on 15 March 2001 at 10:00 to the highest bidder at the afore-mentioned Magistrate's Court:

Erf 5784, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, in extent 176 square metres.

Street address: 18 Kunene Way, Portlands, Mitchells Plain, held by Deed of Transfer T27261/96.

The following improvements are reported but nothing is guaranteed: Brick building, tiled roof, fully vibre-crete, burglar bars, garage, shack in yard, three bedrooms, ceramic tiled roof, separate kitchen and bathroom/toilet.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the Rules made thereunder and of the title deed of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

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

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

Dated at Table View this 23rd day of January 2001.

Miltons, Attorneys for Plaintiff, 48 Blaauwberg Road, Table View. (Ref. D. R. Welz/jh/21856.)

Saak No. 5989/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen OOSTELIKE SUBSTRUK, handeldrywende as OOSTENBERG MUN, Eiser, en CHRISTOPHER ANDRIES, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 30 Mei 2000 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 12 Maart 2001 om 09:00 te die Landdroskantore, Van Riebeeckweg, Kuilsrivier, geregtelik verkoop sal word, naamlik:

Erf 4834, Blue Downs, ook bekend as Stinkhoutstraat 32, Forest Village, Blue Downs.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, I. J. Hugo, Northumberlandweg 29, Bellville, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balanskoopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.
4. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Eersterivier op hede die 19de dag van Januarie 2001.

Aan: Die Balju van die Landdros Hof.

F. Steyl Prokureurs, Hoofweg 34, Eersterivier; Posbus 105, Eersterivier, 7100. (Tel. 904-3993.) (Verw. U. Ruiters/MS2295.)

Case No. 27910/00

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

In the matter between BOE BANK LIMITED, Plaintiff, and C. R. VAN DER WESTHUIZEN, First Defendant, and D. W. VAN DER WESTHUIZEN, Second Defendant

In pursuance of the warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the Bellville Magistrate's Court on Thursday, 8 March 2001 at 09:00:

Property: Erf 6709, Durbanville, in the City of Tygerberg, Division Cape, Province of the Western Cape, measuring 306 (three hundred and six) square metres, held by Deed of Transfer T65804/95 and subject to the conditions contained therein.

Improvements (not guaranteed): Vacant erf.

More specifically known as 4 Zonneweelde Close, Durbanville.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, as amended, and the Title Deeds insofar as same are applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Date: 5 February 2001.

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

Kruger & Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. HPMK/RM/NB358.)

Saak No. 6337/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL

In die saak tussen ABSA BANK LIMITED, Eiser, en E. C. HERADINE, Eerste Verweerder, en R. M. HERADINE, Tweede Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 5 Oktober 2000 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom op 13 Maart 2001 om 10:00 te De Oliveirastraat 51, Paarl, geregteik verkoop sal word, naamlik:

Erf 21396, Paarl, in die munisipaliteit en afdeling van Paarl, Wes-Kaap Provinsie—groot 316 vierkante meters—gehou deur Transportakte T54199/99 ook bekend as De Oliveirastraat 51, Paarl.

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

1. Tien persent van koopsom op datum van veiling.

2. Balans koopsom, plus rente teen datum van transport.

3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 23ste dag van Januarie 2001.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel. 871-1200.) (Verw. SV/BZE001.)

Saak No. 1853/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL

In die saak tussen ABSA BANK LIMITED, Eiser, en RAYMOND CYRIL RICHARDS, Eerste Verweerder, en BRENDA JOAN RICHARDS, Tweede Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 12 April 2000 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom op 15 Maart 2001 om 10:00 te Kolbestraat 37, Huguenotstraat 37, Paarl, geregteik verkoop sal word, naamlik:

Erf 13096, Paarl, in die munisipaliteit en afdeling van Paarl, Wes-Kaap—groot 466 vierkante meters—gehou deur Transportakte T22738/1981—geleë te Kolbestraat 37, Huguenot, Paarl, ook bekend as Kolbestraat 37, Huguenot, Paarl.

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

1. Tien persent van koopsom op datum van veiling.
 2. Balans koopsom, plus rente teen datum van transport.
 3. Besit onderhewig aan enige huurkontrak.
- Gedateer te Paarl op hede die 23ste dag van Januarie 2001.

Aan: Die Balju van die Landdroshof.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel. 871-1200.) (Verw. SV/BLF001.)

Saak No. 141/2000

IN DIE LANDDROSKANTOOR VIR DIE DISTRIK VAN GORDONIA GEHOU TE GROBLERSHOOP

**In die saak tussen FIRSTRAND BANK BEPERK, Eksekusieskuldeiser en
JOHANNES STEPHANUS GROENEWALD, Eksekusieskuldenaar**

Ingevolge 'n uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie en beslaglegging gedateer 19 September 2000 sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 2 Maart 2001 om 11:00 voor die Landdroskantoor, Bredasdorp, deur die Balju van Bredasdorp aan die persoon wat die hoogste aanbod maak, naamlik:

Sekre Erf 868, Agulhas, geleë in die munisipaliteit en afdeling Bredasdorp, groot 485 (vierhonderd vyf-en-tagtig) vierkante meter, gehou kragtens Transportakte T17622/1996.

Die eiendom is onverbeter.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju te Kerkstraat 44, Bredasdorp en is die belangrikste voorwaardes daarin vervat, die volgende:

1. Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word.
2. Die koper sal onmiddellik nadat die bod op hom toegeslaan is, 'n deposito van 10% van die koopprys in kontant aan die Balju betaal en sal die balans koopprys plus rente betaalbaar wees by registrasie van transport in die naam van die koper. Die koper sal binne 14 (veertien) dae na datum van die verkoping aan die Balju 'n bank of ander aanvaarbare waarborg verstrek wat deur die Eksekusieskuldeiser se prokureurs goedgekeur moet word.

Gedateer te Upington op hierdie 24ste dag van Januarie 2001.

Datum: 24 Januarie 2001.

Lange Joubert Carr & Blaauw, Prokureurs vir Eksekusieskuldeiser, Posbus 6, Schroderstraat 26, Upington, 8800.
[Tel. (054) 332-1136.]

Saak No. 217/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRINS ALBERT GEHOU TE PRINS ALBERT

In die saak tussen MARKOTTER, Elser, en mnr. J. J. J. CLAASSEN, Verweerder

Die volgende eiendom sal in eksekusie per openbare veiling verkoop word op 9 Maart 2001 om 09:00 te die perseel: Reguitstraat, Prins Albert:

Erf 1569, Prins Albert, groot 324 vierkante meter, gehou kragtens Transportakte T77015/97.

Alhoewel geen waarborge gegee word nie, word die volgende inligting verskaf: Tweevertrekwoonhuis.

Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) daarvan in kontant ten tyde van die verkoping en die volle saldo daarvan is teen registrasie van oordrag betaalbaar.

Die verkoopvoorwaardes lê ter insae by die kantore van die Balju vir die Landdroshof, Prins Albert, en die Markotter Prokureurs, Kerkstraat 39, Prins Albert. Die aanwysings om by die perseel waarop die verkoping gaan plaasvind uit te kom, is verkrygbaar vanaf die Balju, met Tel. (023) 541-1505.

Gedateer te Prins Albert hierdie 18de dag van Januarie 2001.

E. van Zyl, vir Markotter, Prokureurs vir Vonnisskuldeiser, Kerkstraat 39 (Posbus 11), Prins Albert, 6930.
[Tel. (023) 541-1400/312.]

Case No. 7746/92

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

In the matter between NATAL BUILDING SOCIETY LIMITED, Plaintiff, and T. MLUNGU, First Defendant, and J. N. MLUNGU, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and a writ of execution dated 13 August 1992, the property listed hereunder will be sold in execution on Thursday, 15 March 2001 at 10:00 at Mitchells Plain Magistrate's Court to the highest bidder:

Certain Erf 19508, Khayelitsha, situated in the City of Cape Town, Cape Division, Western Cape Province, and situated at Stand 19508, Khayelitsha, measuring 170 square metres, held under TL28798/89.

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

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 5th day of February 2001.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/RP/Z14189.)

Case No. 61386/91

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

In the matter between NATAL BUILDING SOCIETY LIMITED, Plaintiff, and MARY-ANN DASSIE, Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg and a writ of execution dated 30 December 1991, the property listed hereunder will be sold in execution on Thursday, 15 March 2001 at 10:00 at Mitchells Plain Magistrate's Court to the highest bidder:

Certain Erf 23351, Khayelitsha, situated in the City of Cape Town, Cape Division, Western Cape Province and situated at Stand 23351, Khayelitsha, measuring 112 square metres, held under TL538/90.

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

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 5th day of February 2001.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/RP/Z14436.)

Saak No. 1271/00

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen VISAGIE VOS & VENNOTE, Eiser, en CHARLTON FORTUIN, Verweerder

Ten uitvoerlegging van die vonnis van die Landdroshof, Goodwood gedateer 7 March 2000, sal die onroerende eiendom hieronder beskryf op Donderdag, die 1ste dag van Maart 2001 om 11h30, op die perseel te Wesbeth Hof Nr. 16, De Kockstraat, Parow Vallei, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Enkelmans woonstel bestaande uit 2 slaapkamers, kombuis, badkamer/toilet en sitkamer.

Ook bekend as Wesbeth Hof No. 16, De Kock Straat, Parowvallei.

Deel Nr. 16 soos getoon en volledig beskryf op Deelplan No. SS391/1995 in die skema bekend as Wesbeth ten opsigte van die grond en gebou geleë te Parow in die Stad Tygerberg, Afdeling Kaap, Wes-Kaap Provinsie, groot 77 (sewe en sewentig) vierkante meter, gehou kragtens Transportakte Nr ST.1355/1996.

Uitsluitlike gebruiksgesied geskryf as Tuin G3, groot 73 (drie en sewentig) vierkante meter synde 'n gedeelte van die gemeenskaplike eiendom bevattende die grond en die skema bekend as Wesbeth ten opsigte van die grond en gebou geleë te Parow in die Stad Tygerberg, Afdeling Kaap, Wes-Kaap Provinsie soos getoon en volledig beskryf op Deelplan No. SS391/1995, gehou kragtens Notariele Akte van Sessie No. SK232/1996S.

Verkoopvoorwaardes:

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

2. Een tiende (1/10) van die koopprys tesame met rente daarop teen 15,5% per jaar vanaf datum van verkoping tot op datum van registrasie van oordrag. Die koper moet voorts binne 14 dae na die verkoping die vonniskskuldeisei voorsien van 'n bank- of bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, 29 Northumberland Straat, Bellville.

Afslaer: Pieter Francois Vos, Visagie Vos & Vennote, 181 Vasco Boulevard, Goodwood.

Gedateer te Goodwood hierdie 31ste dag van Januarie 2001.

Kim Armfield, vir Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9221.] (Verw. 06/CL161.)

Case No. 4219/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

**In the matter between ABSA BANK LIMITED, BELLVILLE, Plaintiff, and
HESTER ZOPHIA ELIZABETH STRYDOM, First Defendant**

The following property will be sold in execution at the site being 3 Summerveld Avenue, Somerset West on the 13 March 2001 at 11h00 am, to the highest bidder:

Erf 10447, Somerset West, measuring two hundred and eighty three square metres, situate at 3 Summerveld Avenue, Somerset West, 7130, held by Title Deed T97118/97.

Property description: A residential dwelling comprising of 2 bedrooms, bathroom, toilet, open plan kitchen, lounge and vibracate fencing.

1. The following improvements are reported by not guaranteed:

2. *Payment:* A deposit of ten per centum of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 14,50% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Reference COL/BBS/S05832.)

Case No. 15922/99

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

In the matter between 259 ON BEACH BODY CORPORATE, Plaintiff, and BASFOUR 335 (PTY) LTD, Defendant

A sale in execution of the undermentioned property is to be held without reserve at Flat No. 16, 259 On Beach, Beach Road, Sea Point, on Tuesday, 8 March 2001 at 12h00.

Full conditions of sale can be inspected at the Sheriff, Cape Town at Mandatum Building, Barrack Street, Cape Town and will be read out prior to the sale.

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

Property: Section 11, in the Scheme 259, On Beach, and Section 13, in the Scheme 259, On Beach, known as Flat No. 16, 259, On Beach, Beach Road, Sea Point.

Improvements: 2 bedrooms and bathroom.

Dated at Cape Town on this day of February 2001.

L J Vosloo, for Steyl-Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. (Ref. LJV/jdt/TV0008.)

Case No. 6480/99

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

**In the matter between FIRSTRAND BANK LTD, formerly FIRST NATIONAL BANK OF SA, Plaintiff, and
CLAUDE VAN WYK, First Defendant, and ESMERALDA HELENA VAN WYK, Second Defendant**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 2nd July 1999, the undermentioned property will be sold in execution at the Kuils River Magistrate's Court, on Friday, the 9th March 2001 at 09h00:

Erf 1223, Eerste River, situate in the Oostenberg Municipality, Stellenbosch Division, Province Western Cape, measuring 332 (three hundred & thirty two) square metres, held by Deed of Transfer T33555/90, comprising a house with tiled roof, 3 bedrooms, lounge, kitchen, diningroom, bathroom, bathroom, toilet, garage and carport, and known as 18 Malverne Crescent, Stratford Green, Eerste River.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and to the Title Deed insofar as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10 (ten) percent thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 29th day of January 2001.

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

Case No. 27892/2000

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

**In the matter between FIRSTRAND BANK LTD, formerly FIRST NATIONAL BANK OF SA, Plaintiff, and
ACBER PROPERTY INVESTMENTS CC, Defendant**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 14th September 2000, the undermentioned property will be sold in execution at the premises on Wednesday, the 7th March 2001 at 11h30:

Erf 10751, Goodwood, situate in the City of Tygerberg, Cape Division, Province Western Cape, measuring 439 (four hundred & thirty nine) square metres, held by Deed of Transfer T.15996/1989, being shop premises comprising a brick building under corrugated iron roof, consisting of big store and 2 small stores, and known as 22 18th Street, Elsies River.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and to the Title Deed insofar as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10 (ten) percent thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 29th day of January 2001.

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

Case No. 700/98

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and ANDREAS LINKS, 1st Judgment Debtor, and
KATRIENA LINKS, 2nd Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Grabouw, on 13 March 2001 at 11h00:

Erf 944, Grabouw situate in the Theewaterskloof Municipality, Division of Caledon, Western Cape Province known as 18 Loop Street, Pineview, Grabouw, in extent 705 (seven hundred and five) square metres, comprising. The following information is furnished but not guaranteed: Dwelling.

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

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

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (KG Kemp/LvS/K277.)

Saak No. 1388/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN CERES GEHOU TE CERES

In die saak tussen **HELMUT STIEDL, Eiser, en SUSANNA PAULSE, Verweerder**

Ingevolge uitspraak van bogenoemde Agbare Hof en die Lasbrief vir eksekusie gedateer 27 Mei 1998 sal die hieronder vermelde eiendom verkoop word op die 4de dag van April 2001 om 10h00 vm. te Reidstraat 38, P A Hamlet, aan die persoon wie se hoogste aanbod maak, naamlik:

Erf No. 588, P A Hamlet, afdeling P A Hamlet, groot 379 vierkante meter, gehou kragtens Transportakte T13458/95, bekend as Reidstraat 38, P A Helmet.

Die volgende verbeterings is op die eiendom geleë, maar in hierdie verband word niks gewaarborg nie, naamlik: 'n Woonhuis bestaande uit 2 slaapkamers, oopplan kombuis/sitkamer, badkamer, toilet.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Rivierkantstraat, Ceres, en by die ondergetekendes.

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

Geteken te Ceres op hierdie 8 dag van Februarie 2001.

R Deetleffs, vir Frans Davin Ing., Prokureur vir Eiser, Oranjestraat 9 (Posbus 252), Ceres, 6835. (Verw. 9827/S276/LB.)

Saak No. 666/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SIMONSTAD GEHOU TE SIMONSTAD

In die saak tussen **ABSA BANK BEPERK, Eiser, en KABWE PROPERTY CC, Verweerder**

Kragtens 'n uitspraak van bomelde Agbare Hof en Lasbrief tot Eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Woensdag, 7 Maart 2001 om 10h00 by die perseel te wete Lakeshorerylaan 7, Noordhoek:

Die onroerende eiendom wat verkoop word is 'n onbeboude erf en word verdermeer omskryf as seker Erf 1124, Noordhoek, geleë in die stad Kaapstad, afdeling Kaap, Wes-Kaap provinsie, groot 640 (seshonderd en veertig) vierkante meter, gehou kragtens Transportakte No. T114454/1997, ook bekend as Lakeshorerylaan 7, Noordhoek.

Veilingsvoorwaardes:

1. Die veiling is onderworpe aan die voorwaardes en bepalings van die Wet op Landdroshowe No. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande Titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalings van artikel 66 van voormelde Wet.

2. Een tiende ($\frac{1}{10}$) van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n Bank- of Bougenootskapwaarborg, gewaarborg word.

3. Verdermeer, onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Simonstad.

Geteken te Bellville op die 23ste dag van Januarie 2001.

L Sandenbergh, vir Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Belville.

Case No. 3027/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between ABSA BANK LIMITED, Execution Creditor, and PRESIDOR TWENTY TWO CC, First Execution Debtor, and RICHARD LOUIS ROBINSON, Second Execution Debtor

The following property will be sold in execution by public auction held at 2 Sommerville Road, Tableview, to the highest bidder on Thursday, 8th March 2001 at 12h00:

Erf 25892, Milnerton, in extent 301 (three hundred and one) square metres, held by Deed of Transfer No. T58640/98, situate at 2 Sommerville Road, Tableview.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: A brick townhouse under a tiled roof comprising three bedrooms with built-in cupboards, one and a half bathrooms, lounge, kitchen with built-in cupboards and a single garage.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 14,5% per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 29th day of January 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. EDW/T Jooste/CPA/CT3609.)

Saak No. 8206/99

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen RAWSONVILLE MUNISIPALITEIT, Eiser, en MARIA JOOSTE, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Landroshof en 'n lasbrief van eksekusie gedateer 29 September 2000, word die eiendom hieronder beskryf in eksekusie verkoop op 28 Maart 2001 om 10h00 op die perseel aan die hoogste bieder, naamlik:

Beskrywing: Erf 586, Rawsonville, groot een honderd nege en sestig vierkante meter (169); gehou kragtens Akte van Transport No. T13371/1997, bekend as Disastraat 59, Rawsonville.

Die volgende verbeterings is op die eiendom geleë, maar in hierdie verband word niks gewaarborg nie, naamlik: Slaapkamer, badkamer, kombuis.

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 voorwaardes daarin vervat, is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

Gedateer te Worcester op hede 2 Februarie 2001.

Conradie & Vennote, Eiser of Eiser se Prokureur, Stockenströmstraat 23, Worcester, 6850; Posbus 112, Worcester, 6849. [Tel. (023) 347-0996.] (Verw. INV/CI/MJ1740.)

Case No. 4941/2000

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

NEDCOR BANK LIMITED, Plaintiff, and ANTONIO ROEDOLPH STRYDOM, First Defendant, and BELINDA STRYDOM, Second Defendant

In the execution of the judgment of the Magistrate's Court for the District of Kuils River, in the above matter, a sale will be held in front of the Courthouse, on Friday, the 2nd March 2001 at 09h00 by the Sheriff at the Kuils River Court of the following property:

15 Marlborough Street, Kraaifontein, Erf 5331, Kraaifontein, in the Oostenburg Municipality, Province of the Western Cape, in extent 496 (four hundred and ninety six) square metres, held by Deed of Transfer Number T61513/1999.

Improvements: 4 bedrooms, open plan kitchen, dining room, lounge, 1.5 bathrooms & single garage.

1. The sale is subject to the provisions of the High Court Act and Rules made thereunder. The property is being sold "voetstoots" as it stands, and subject to the conditions of the existing Title Deed.

2. The purchase price shall be paid in cash or by means of a deposit—taking institution guaranteed cheque and immediately after the property is declared to be sold. The purchaser may, at his option, pay a deposit of 10% of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read immediately prior to the sale and which may be inspected at the office of the Sheriff of the Magistrate's Court, Barrack Street, Cape Town.

Dated at Cape Town on this the 12th day of January 2001.

Hofmeyr Herbstein & Gihwala, 21st Floor, 2 Long Street, Cape Town. [Tel. (021) 405-6000.] [Fax (021) 405-6112.] (Ref. VM/RG/164467.)

Case No. 6945/00

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

In the matter between BOE BANK LIMITED, Judgment Creditor, and DAVID PETER SAMUELS, 1st Judgment Debtor, and JOHANNA SAMUELS, 2nd Judgment Debtor

The undermentioned property will be sold in execution on Monday, 9 April 2001 at 09h00 at the Magistrate's Court, Kuils River:

Erf 3837, Eerste River, situate in the Oostenberg Municipality, Division Stellenbosch, Western Cape Province, in extent 351 square metres, held by Deed of Transfer No. T15573/94 (also known as 23 Kannabast Crescent, Beverley Park, Eerste River), comprising a dwelling with 2 bedrooms, lounge, bathroom & toilet.

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

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

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3848.] (KG Kemp/AB/B01170.)

Saak No. 19797/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WORCESTER GEHOU TE WORCESTER

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en PETER JOHN BENJAMIN, 1ste Eksekusieskuldenaar, en ELLEN MARIA BENJAMIN, 2de Eksekusieskuldenares

Ingevolge 'n vonnis van bogenoemde Agbare Hof en Lasbrief tot uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op 8 Maart 2001 om 10h00 aan die hoogste bieder verkoop word:

Erf 10162, Worcester, bekend as Hoosain Crescent 45, Worcester, geleë in die Munisipaliteit Breede Vallei, afdeling Worcester, provinsie Wes-Kaap, groot 600 (seshonderd) vierkante meter.

Voorwaardes: Die verkoping is onderhewig aan die betaling in kontant van ten minste 10% (tien persent) van die koopprys op die datum van verkoping en dat 'n bankwaarborg verskaf word binne 14 (veertien) dae vanaf die verkoopdatum vir die balans van genoemde koopprys.

Die verdere en volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan nou reeds nagegaan word by die kantoor van die Balju van die Landdroshof, Ceres.

Gedateer te Worcester op hede die 25ste dag van Januarie 2001.

D J Strauss, vir De Vries De Wet & Krouwkam Ingelyf, Stockenstromstraat 25, Worcester, 6850. [Tel. (023) 342-0630.]

Saak No. 8915/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen BOE BANK BEPERK, Eiser, en WILLIE JACOBS, Verweerder

Ter uitvoering van 'n vonnis van die bovermelde Agbare hof gedateer 8 September 2000, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 14 Maart 2001 om 9:00 op die perseel te Jan van Riebeeckweg, Kuilsrivier Landdroshof, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 1397, Kleinvlei, groot 272 vierkante meter, gehou kragtens Transportakte No. T28440/87.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 'n 3 slaapkamer woonhuis met sitkamer, eetkamer, kombuis en volledige badkamer. Die eiendom beskik ook oor 2 motorhuise en is omhein. Die eiendom kan geïnspekteer word in ooreenstemming met die Afslaer/Balju, Bellville (Tel. 948-8326) en is geleë te Parkalaan 3, Kleinivlei, Eersterivier.

Betaalvoorwaardes: Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die afslaaers en/of Balju-kommissie betaal word. Die balans-koopprijs is betaalbaar teen registrasie van transport tesame met rente op die volle koopprijs teen 17,250% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Afslaer/Balju, Bellville. [Tel. (021) 948-8326].

Gedateer te Paarl hierdie 5de dag van Februarie 2001.

BOE Bank Beperk, Hoofstraat 333, Paarl. (Verw. Tasha/Rek. No. 1236311102V.)

Case No. 18195/2000

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

In the matter between TRANSNET LIMITED, Plaintiff/Execution Creditor, and JAN JOHANNES SWARTZ, First Defendant/Execution Debtor, and MAUREEN SWARTZ, Second Defendant/Execution Debtor

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 20th November 2000, the undermentioned property will be sold in execution at the Kuils River Courthouse on Friday, the 9th day of March 2001 at 09h00:

Erf 5733, Kleinivlei, situate in the City of Cape Town (formerly the Oostenberg Municipality), Stellenbosch Division, Western Cape Province, measuring 240 (two hundred and forty) square metres, held by Deed of Transfer No. T88702/1997, comprising of brick building under tiled roof, plastered walls, lounge, two bedrooms, kitchen and bathroom, and known as 56 Waterhout Street, Melton Village, Eerste River.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and to the title deed insofar as these are applicable.

2. **Terms:** The purchase price shall be paid as to 10 (ten) percent thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court, immediately prior to the sale, may be inspected at his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Cape Town this 24th day of January 2001.

M K Engelbrecht, for Canca Incorporated, Plaintiff's Attorneys, 14th Floor, ABSA Centre, Thibault Square, Cape Town. [Tel. (021) 419 3355.] (Ref. MKE/PHK/S1358.)

Case No. 18195/2000

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

In the matter between TRANSNET LIMITED, Plaintiff/Execution Creditor, and JAN JOHANNES SWARTZ, First Defendant/Execution Debtor, and MAUREEN SWARTZ, Second Defendant/Execution Debtor

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 20th November 2000, the undermentioned property will be sold in execution at the Kuils River Courthouse on Friday, the 9th day of March 2001 at 09h00:

Erf 5733, Kleinivlei, situate in the City of Cape Town (formerly the Oostenberg Municipality), Stellenbosch Division, Western Cape Province, measuring 240 (two hundred and forty) square metres, held by Deed of Transfer No. T88702/1997, comprising of brick building under tiled roof, plastered walls, lounge, two bedrooms, kitchen and bathroom, and known as 56 Waterhout Street, Melton Village, Eerste River.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and to the title deed insofar as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10 (ten) percent thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court, immediately prior to the sale, may be inspected at his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Cape Town this 24th day of January 2001.

M K Engelbrecht, for Canca Incorporated, Plaintiff's Attorneys, 14th Floor, ABSA Centre, Thibault Square, Cape Town.
[Tel. (021) 419 3355.] (Ref. MKE/PHK/S1358.)

Case No. 18195/2000

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

**In the matter between TRANSNET LIMITED, Plaintiff/Execution Creditor, and JAN JOHANNES SWARTZ,
First Defendant/Execution Debtor, and MAUREEN SWARTZ, Second Defendant/Execution Debtor**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 20th November 2000, the undermentioned property will be sold in execution at the Kuils River Courthouse on Friday, the 9th day of March 2001 at 09h00:

Erf 5733, Kleinvlei, situate in the City of Cape Town (formerly the Oostenberg Municipality), Stellenbosch Division, Western Cape Province, measuring 240 (two hundred and forty) square metres, held by Deed of Transfer No. T88702/1997, comprising of brick building under tiled roof, plastered walls, lounge, two bedrooms, kitchen and bathroom, and known as 56 Waterhout Street, Melton Village, Eerste River.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and to the title deed insofar as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10 (ten) percent thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court, immediately prior to the sale, may be inspected at his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Cape Town this 24th day of January 2001.

M K Engelbrecht, for Canca Incorporated, Plaintiff's Attorneys, 14th Floor, ABSA Centre, Thibault Square, Cape Town.
[Tel. (021) 419 3355.] (Ref. MKE/PHK/S1358.)

Case No. 18195/2000

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

**In the matter between TRANSNET LIMITED, Plaintiff/Execution Creditor, and JAN JOHANNES SWARTZ,
First Defendant/Execution Debtor, and MAUREEN SWARTZ, Second Defendant/Execution Debtor**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 20th November 2000, the undermentioned property will be sold in execution at the Kuils River Courthouse on Friday, the 9th day of March 2001 at 09h00:

Erf 5733, Kleinvlei, situate in the City of Cape Town (formerly the Oostenberg Municipality), Stellenbosch Division, Western Cape Province, measuring 240 (two hundred and forty) square metres, held by Deed of Transfer No. T88702/1997, comprising of brick building under tiled roof, plastered walls, lounge, two bedrooms, kitchen and bathroom, and known as 56 Waterhout Street, Melton Village, Eerste River.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and to the title deed insofar as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10 (ten) percent thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court, immediately prior to the sale, may be inspected at his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Cape Town this 24th day of January 2001.

M K Engelbrecht, for Canca Incorporated, Plaintiff's Attorneys, 14th Floor, ABSA Centre, Thibault Square, Cape Town.
[Tel. (021) 419 3355.] (Ref. MKE/PHK/S1358.)

Case No. 18195/2000

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

In the matter between TRANSNET LIMITED, Plaintiff/Execution Creditor, and JAN JOHANNES SWARTZ, First Defendant/Execution Debtor, and MAUREEN SWARTZ, Second Defendant/Execution Debtor

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 20th November 2000, the undermentioned property will be sold in execution at the Kuils River Courthouse on Friday, the 9th day of March 2001 at 09h00:

Erf 5733, Kleinvlei, situate in the City of Cape Town (formerly the Oostenberg Municipality), Stellenbosch Division, Western Cape Province, measuring 240 (two hundred and forty) square metres, held by Deed of Transfer No. T88702/1997, comprising of brick building under tiled roof, plastered walls, lounge, two bedrooms, kitchen and bathroom, and known as 56 Waterhout Street, Melton Village, Eerste River.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and to the title deed insofar as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10 (ten) percent thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court, immediately prior to the sale, may be inspected at his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Cape Town this 24th day of January 2001.

M K Engelbrecht, for Canca Incorporated, Plaintiff's Attorneys, 14th Floor, ABSA Centre, Thibault Square, Cape Town.
[Tel. (021) 419 3355.] (Ref. MKE/PHK/S1358.)

Case No. 18195/2000

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

In the matter between TRANSNET LIMITED, Plaintiff/Execution Creditor, and JAN JOHANNES SWARTZ, First Defendant/Execution Debtor, and MAUREEN SWARTZ, Second Defendant/Execution Debtor

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 20th November 2000, the undermentioned property will be sold in execution at the Kuils River Courthouse on Friday, the 9th day of March 2001 at 09h00:

Erf 5733, Kleinvlei, situate in the City of Cape Town (formerly the Oostenberg Municipality), Stellenbosch Division, Western Cape Province, measuring 240 (two hundred and forty) square metres, held by Deed of Transfer No. T88702/1997, comprising of brick building under tiled roof, plastered walls, lounge, two bedrooms, kitchen and bathroom, and known as 56 Waterhout Street, Melton Village, Eerste River.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and to the title deed insofar as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10 (ten) percent thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court, immediately prior to the sale, may be inspected at his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Cape Town this 24th day of January 2001.

M K Engelbrecht, for Canca Incorporated, Plaintiff's Attorneys, 14th Floor, ABSA Centre, Thibault Square, Cape Town.
[Tel. (021) 419 3355.] (Ref. MKE/PHK/S1358.)

Case No. 18195/2000

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

In the matter between TRANSNET LIMITED, Plaintiff/Execution Creditor, and JAN JOHANNES SWARTZ, First Defendant/Execution Debtor, and MAUREEN SWARTZ, Second Defendant/Execution Debtor

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 20th November 2000, the under-mentioned property will be sold in execution at the Kuils River Courthouse, on Friday, the 9th day of March 2001 at 09h00:

Erf 5733, Kleinvlei, situated in the City of Cape Town (formerly the Oostenberg Municipality), Stellenbosch Division, Western Cape Province, measuring 240 (two hundred and forty) square metres, held by Deed of Transfer No. T88702/1997, comprising of brick building under tiled roof, plastered walls, lounge, two bedrooms, kitchen and bathroom, and known as 56 Waterhout Street, Melton Village, Eerste River.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and to the Title Deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10 (ten) per cent thereof in cash on the signing of the conditions of sale, or otherwise as the Auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the Auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Cape Town this 24th day of January 2001.

M K Engelbrecht, for Canca Incorporated, Plaintiff's Attorneys, 14th Floor, ABSA Centre, Thibault Square, Cape Town. [Tel. (021) 419-3355.] (Ref. MKE/PHK/S1358.)

Case No. 672/2000

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

In the matter between STANDARD BANK VAN S.A. BPK., Plaintiff, and JEFFRY BOOYSEN, Defendant

In pursuance of judgment granted on 8 March 2000 in the Malmesbury Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 08/03/2001 at 10h30 at 10 Elizabeth Circle, Saxon Sea, to the highest bidder:

Description: Erf 6364, Westfleur, Blaauwberg Municipality, Cape Division, Western Cape Province, in extent three hundred and thirty-one (331) square metres.

Postal address: 10 Elizabeth Circle, Saxon Sea, Atlantis.

Property consists of: 3 bedrooms, bathroom, toilet, lounge, kitchen, tile roof and plastered walls, held by the Defendant in his name under Deed of Transfer No. T45914/1999.

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

2. *Payment:* The purchaser shall pay ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the Plaintiff's claim at the rate of 15,50% from the date of sale to the date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved financial institution guarantee within 14 (fourteen) days of the date of the sale.

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

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

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

Dated at Bellville this 5 February 2001.

H N Wilson, for Bornman & Hayward, Plaintiff's Attorneys, VIII High Street, Rosenpark (P O Box 3609), Tygervally, 7536. (Tel. 914-6400.)

Service address: Pierre du Plessis & Mostert, Veritasgebou, Piet Retief Straat 17, Malmesbury, 7300. (Ref. HNW/YF/S0168/1153.)

Saak No. 2491/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WELLINGTON GEHOU TE WELLINGTON

In die saak tussen ABSA BANK LIMITED, Eisier, en H W STRAUSS, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 12 Januarie 2000 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom om 11h00 op 8 Maart 2001 te Foxenburg Plaas, Wellington, geregteik verkoop sal word, naamlik:

Die Plaas Nr 1548, Afdeling Paarl, provinsie Wes-Kaap, groot 37,5382 hektaar, en Restant van Gedeelte 1 (Foxenburg) van die plaas Foxenburg Nr 113, in die Afdeling Paarl Provinsie Wes-Kaap, groot 68,3506 hektaar.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van Phil Minnaar Afslaers, Vasco Boulevard 103, Goodwood, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van Transport.
3. Afslaers en Balju kommissie betaalbaar deur die koper.
4. Best onderhewig aan engie huurkontrak.

Gedateer te Paarl op hede die 12 Februarie 2001.

Faure & Faure, Patriotpersgebou, Hoofstraat 227 (Posbus 20), Paarl, 7622. (Tel. 871-1200.) (Verw. SV/ZAJO01.)

Case No. 5054/2000

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

In the matter between BOE BANK LTD known as NBS BOLAND BANK LTD, Plaintiff, and FREDERICK JOHANNES MULLER, 1st Defendant, and CHARLENE MULLER, 2nd Defendant

In pursuance of a judgment in the Court for the Magistrate of George and a writ of execution dated 11 July 2000, the property listed hereunder will be sold in execution on 16 March 2001 at 11h00 at 36 Blommekloof Street, Denneoord, George, to the highest bidder:

Certain: Erf 18511, George, situated in the Municipality and Division of George, Western Cape Province, and situated at 36 Blommekloof Street, Denneoord, George, measuring 660 square metres, held under Title Deed No T111956/98.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey face brick dwelling under tile roof consisting of approximately lounge/dining-room, study, kitchen, scullery, three bedrooms, two bathrooms, two carports, enclosed patio.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court in George. A substantial bank loan can be raised for an approved purchaser.

Dated at George this 7th day of February 2001.

Roux Kruger & Haycock, Attorneys for Plaintiff, 7 Cathedral Square, Cathedral Street, George, 6530. (Ref. N Haycock.)

Case No. 39638/2000

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

In the matter between BOE BANK LIMITED known as NBS BOLAND BANK LIMITED, Plaintiff (Execution Creditor), and NZULU TIMOTHY DUNA, Defendant

In pursuance of a judgment by the Court of the Magistrate, Wynberg, dated te 4th December 2000 and a warrant of execution dated the 24th November, 2000 the following will be sold in execution without reserve and to the highest bidder on Tuesday, the 13th March 2001 at 10h00 by the Sheriff of Mitchells Plain North at the Magistrate's Court, Mitchells Plain:

Certain: Erf 1209, Cross Roads, Provincial Administration of the Cape of Good Hope, City of Cape Town Municipality, Western Cape Province, measuring 225 square metres, held under Deed of Transfer No. TL54841/1989.

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

The following information is furnished as to the improvements though in this respect nothing is guaranteed: Brick walls under tiled roof consisting of lounge, kitchen, 2 bedrooms, bathroom and kitchen.

Terms:

1. The sale will be voetstoots without reserve and to the highest bidder but subject to the Magistrate's Court Act and Rules and all conditions contained in the Title Deed under which the property is held.

2. 10% of the purchase price in cash on the day of the sale, the balance payable against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of the sale.

3. Auctioneer's charges payable on the day of the sale calculated as follows: 5% of the proceeds of the sale up to a price of R30 000 and thereafter 3% up to a maximum fee of R7 000, minimum R300.

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

Signed at Bellville on this the 19th day of January 2001.

Mostert & Bosman Inc., Attorneys for the Plaintiff, Suite 3, Belmont Office Park, cnr Rodger & Twist Streets, Bellville. (Ref. P du Toit/PP/WC0976.)

Case No. 2112/2000**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD****In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and HAMID PARKER, Defendant**

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the Magistrate's Court, Goodwood, on Monday, the 12th March 2001 at 09h00, namely:

Erf 836, Matroosfontein, situate in the City of Tygerberg, Cape Division, Province of the Western Cape, in extent 936 (nine hundred and thirty-six) square metres, held by Deed of Transfer T45036/1995, also known as cnr. 4th Street and Koppiesdam Road, Bishop Lavis.

Which property is said, without warranty as to the correctness thereof, to comprise of: 5 roomed dwelling with 1 toilet being used as a business, asbestos roof.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act t No. 32 of 1944, the property being sold voetstoots as it stands and subject to the condition of the existing Title Deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The balance (plus interest at the current rate of 16% per annum, subject to change, calculated on the capital Judgment Creditors claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Messenger of the Court and at the offices of the undersigned.

Dated at Cape Town on this the 30th day of January 2001.

Auctioneer: The Sheriff of the Court, Docex 2, Goodwood.

Lindsay & Associates, Plaintiff's Attorneys, 118 Kloof Street, Cape Town, 8001. (Tel. 423-7300.) (Ref. Mrs Waters/jm.)

Case No. 39637/2000**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****In the matter between BOE BANK LIMITED, known as NBS BOLAND BANK LIMITED, Plaintiff (Execution Creditor), and MPATHI ALFRED MBETHENI, First Defendant, and PENELOPE NONTSIKELELO MBETHENI, Second Defendant**

In pursuance of a judgment by the Court of the Magistrate, Wynberg dated 11 December 2000 and a warrant of execution dated 23 November 2000, the following will be sold in execution without reserve and to the highest bidder on Thursday, 15 March 2001 at 10:00, by the Sheriff, Khayelitsha, at the Magistrate's Court, Mitchells Plain:

Certain Erf 24968, Khayelitsha, situated in the Cape Town Municipality, Western Cape Province, measuring 148 square metres, held by Deed of Transfer No. TL7398/1990.

Physical address: 9 Delta Road, Graceland, Khayelitsha.

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

The following information is furnished as to the improvements though in this respect nothing is guaranteed: Single dwelling, brick walls under tiled roof, consisting of 2 bedrooms, bathroom/toilet, kitchen and lounge.

Terms:

1. The sale will be voetstoots without reserve and to the highest bidder but subject to the Magistrate's Court Act and Rules and all conditions contained in the Title Deed under which the property is held.

2. 10% of the purchase price in cash on the day of the sale, the balance payable against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of the sale.

3. Auctioneer's charges payable on the day of the sale calculated as follows: 5% of the proceeds of the sale up to a price of R30 000 and thereafter 3% up to a maximum fee of R7 000,00 minimum R300,00.

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

Signed at Bellville on this 19th day of January 2001.

Mostert & Bosman Inc., Attorneys for the Plaintiff, Suite 3, Belmont Office Park, cnr Rodger & Twist Streets, Bellville. (Ref. P. DU TOIT/PP/WC0982.)

Case No. 24664/2000

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

In the matter between BOE BANK LIMITED, known as NBS BANK LIMITED, Plaintiff (Execution Creditor), and NGUDLE HEADMAN POPI, Defendant (Execution Debtor)

In pursuance of a judgment by the Court of the Magistrate, Mitchells Plain dated 18 December 2000 and a warrant of execution dated 24 November 2000 the following will be sold in execution without reserve and to the highest bidder on Thursday, 15 March 2001 at 10:00, by the Sheriff of Khayelitsha at the Magistrate's Court, Mitchells Plain:

Certain Erf 22290, Khayelitsha, situated in the Cape Town Municipality, Western Cape Province, measuring 120 square metres, held by Deed of Transfer No. TL12379/90 and subject to the conditions contained therein.

Physical address: 31 Eveline de Bruin Crescent, Mandela Park, Khayelitsha.

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

The following information is furnished as to the improvements though in this respect nothing is guaranteed: Single dwelling with brick walls under tiled roof consisting of 2 bedrooms, kitchen, lounge and bathroom/toilet.

Improvements (the accuracy hereof is not guaranteed):

Terms:

1. The sale will be voetstoots without reserve and to the highest bidder but subject to the Magistrate's Court Act and Rules and all conditions contained in the Title Deed under which the property is held.

2. 10% of the purchase price in cash on the day of the sale, the balance payable against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of the sale.

3. Auctioneer's charges payable on the day of the sale calculated as follows: 5% of the proceeds of the sale up to a price of R30 000,00 and thereafter 3% up to a maximum fee of R7 000,00 minimum R300,00.

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

Signed at Bellville on this 31st day of January 2001.

Mostert & Bosman Inc., Attorneys for the Plaintiff, Suite 3, Belmont Office Park, cnr Rodger & Twist Streets, Bellville. (Ref. P DU TOIT/PP/WC0981.)

Case No. 1110/99

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

In the matter between WEST COAST TRANSITIONAL COUNCIL (now SALDANHA BAY MUNICIPALITY), Judgment Creditor, and J. J. HEYDENRYCH, Judgment Debtor

In pursuance of a judgment of the Magistrate's Court at Vredenburg a sale in execution of the undermentioned property will be held on 9 March 2001 at 14:00, at the Magistrate's Office, Vredenburg:

Erf 2801, St Helena Bay, situated in the Saldanha Bay Municipality, Division Malmesbury, Western Cape, in extent 4,6816 hectares.

The property is unimproved.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act, No. 32 of 1944 and the property will be sold voetstoots and subject to the conditions of title thereof.
2. One tenth (1/10) of the purchase price plus any VAT payable immediately after the property has been sold and the balance payable on registration.
3. The purchaser is responsible for payment of the transfer costs, transfer duty, arrear rates, service fees and any additional costs.
4. The full conditions of sale will be announced immediately before the sale and will lie for inspection at the offices of the Sheriff for the Magistrate's Court, Vredenburg, and at the offices of the undersigned.

Signed at Vredenburg on this 13th day of February 2001.

Swemmer & Levin, Attorneys for Judgment Creditor, cnr/of Main and Church Streets, Vredenburg. (Ref. JAF MAREE/im/RH0297.)

Saak No. 31475/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WYNBERG GEHOU TE WYNBERG

**In die saak tussen ABSA BANK BEPERK, Eiser, en SIPHO WILLIAMS GERTRUDE WHITESON
(nou WILLIAMS), Verweerders**

Ten uitvoerlegging van die vonnis van die Landdroshof Wynberg gedateer 10 Oktober 2000, sal die onroerende eiendom hieronder beskryf op Donderdag, 15 Maart 2001 om 14:00, op die perseel te Mountclarestraat No. 46, Sybrand Park, Rondebosch, te publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis met teëldak bestaande uit 3 slaapkamers, sitkamer, eetkamer, kombuis, badkamer, toilet en enkel motorhuis, ook bekend as Mountclarestraat No. 46, Sybrand Park, Rondebosch.

Erf 29525, Kaapstad, te Mowbray, in die Stad Kaapstad, Afdeling Kaap Provinsie, Provinsie Wes-Kaap, groot 635 (seshonderd vyf en dertig) vierkante meter, gehou kragtens Transportakte No. T19450/1994.

Verkoopsvoorwaardes:

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

2. Een tiende (1/10) van die koopprijs tesame met rente daarop teen 14,5% per jaar vanaf datum van verkoping tot op datum van registrasie van oordrag. Die koper moet voorts binne 14 dae na die verkoping die vonnisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

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

Afslae: Die Balju, Landdroshof, Wynberg-Oos.

Gedateer te Goodwood hierdie 7de dag van Februarie 2001.

P. F. Vos, vir Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. (Verw. PFV/N PRINS/AB.491.) [Tel. (021) 591-9221.]

Saak No. 7607/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen ABSA BANK BEPERK, Eiser, en JOSEPH WAGENAAR, Verweerder

Ingevolge 'n vonnis toegestaan deur die Landdroshof Oudtshoorn op 23 Januarie 2001 en 'n lasbrief vir eksekusie uitgereik sal die ondervermelde eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 16 Maart 2001 om 11:00, voor die Landdroskantore te St Johnstraat, Oudtshoorn, naamlik:

Erf 10393, Oudtshoorn, in die Munisipaliteit en Afdeling van Oudtshoorn, groot 774 (sewehonderd vier en sewentig) vierkante meter, gehou kragtens Transportakte No. T82244/92.

Die eiendom is verbeter met woonhuis bestaande uit 'n sitkamer, kombuis, badkamer, 3 slaapkamers en is geleë te Draaistraat 217, Oudtshoorn.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die Wet op Landdroshowe, die Reëls daaronder uitgevaardig asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. **Terme:** 10% van die koopprijs op die dag van die verkoping, balans en rente teen registrasie van transport om te verseker te word deur aanvaarbare waarborg binne 14 dae. Koper sal op die dag van verkoping ook afslaaersgelde betaal.

3. Volledige voorwaardes wat onmiddellik voor die verkoping uitgelees sal word lê ter insae by die kantoor van Eiser se prokureur en die kantoor van die Balju Oudtshoorn.

Geteken te Oudtshoorn hierdie 7de dag van November 2000.

Hennie Jacobs & Badenhorst Ing., Prokureur vir Eiser, Jaco-Baden Gebou, Baron van Reedestr. 21, Posbus 905, Oudtshoorn, 6620.

Saak No. 7669/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN**In die saak tussen ABSA BANK BEPERK, Eiser, en BENJAMIN LOUIS VALENTYN, Verweerder**

Ingevolge 'n Vonnis toegestaan deur die Landdroshof, Oudtshoorn, op 23 Januarie 2001 en 'n Lasbrief vir Eksekusie uitgereik, sal die ondervermelde eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 16 Maart 2001 om 10:00, voor die Landdroskantore te St Johnstraat, Oudtshoorn, naamlik:

Erf 11906, Oudtshoorn, in die Munisipaliteit en afdeling van Oudtshoorn, groot 248 (tweehonderd agt en veertig) vierkante meter. Gehou kragtens Transportakte Nr.: T59571/98.

Die eiendom is verbeter met woonhuis bestaande uit 'n sitkamer, kombuis, badkamer en 2 slaapkamers en is geleë te Lynerstraat 27, Bridgton, Oudtshoorn.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die Wet op Landdroshowe, die Reëls daaronder uitgevaardig asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. **Terme:** 10% van die koopprijs op die dag van die verkoping, balans en rente teen registrasie van transport om te verseker te word deur aanvaarbare waarborg binne 14 dae. Koper sal op die dag van verkoping asook afslaaersgelde betaal.

3. Volledige voorwaardes wat onmiddellik voor die verkoping uitgelees sal word lê ter insae by die kantoor van die Eiser se prokureur en die Kantoor van die Balju, Oudtshoorn.

Geteken te Oudtshoorn hierdie 7de dag van November 2000.

Hennie Jacobs & Badenhorst Ing., Prokureur vir Eiser, Jaco-Baden Gebou, Baron van Rheedestr. 21, Posbus 905, Oudtshoorn, 6620.

Saak No. 7608/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN**In die saak tussen ABSA BANK BEPERK, Eiser, en HENDRIK PETRUS GERHARDUS WAGENER, Verweerder**

Ingevolge 'n Vonnis toegestaan deur die Landdroshof, Oudtshoorn, op 23 Januarie 2001 en 'n Lasbrief vir Eksekusie uitgereik, sal die ondervermelde eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 16 Maart 2001 om 12:00, voor die Landdroskantore te St Johnstraat, Oudtshoorn, naamlik:

Erf 7074, Oudtshoorn, in die Munisipaliteit en afdeling van Oudtshoorn, groot 1 419 (eenduisend vierhonderd en negentien) vierkante meter. Gehou kragtens Transportakte Nr.: T4621/2000.

Die eiendom is verbeter met woonhuis bestaande uit 'n sitkamer, kombuis, badkamer en 3 slaapkamers en is geleë te Scheepersstraat 131, Oudtshoorn.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die Wet op Landdroshowe, die Reëls daaronder uitgevaardig asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. **Terme:** 10% van die koopprijs op die dag van die verkoping, balans en rente teen registrasie van transport om te verseker te word deur aanvaarbare waarborg binne 14 dae. Koper sal op die dag van verkoping asook afslaaersgelde betaal.

3. Volledige voorwaardes wat onmiddellik voor die verkoping uitgelees sal word lê ter insae by die kantoor van die Eiser se prokureur en die Kantoor van die Balju, Oudtshoorn.

Geteken te Oudtshoorn hierdie 7de dag van November 2000.

Hennie Jacobs & Badenhorst Ing., Prokureur vir Eiser, Jaco-Baden Gebou, Baron van Rheedestr. 21, Posbus 905, Oudtshoorn, 6620.

Saak No. 3833/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en KENNETH BRUCK MUNNIK, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 13 Desember 2000 in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Malmesbury, op 20 Maart 2001 om 10h00 te Rio Weg 1, Melkbosstrand, gehou word van die ondergenoemde eiendom van die eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf Nr. 1653, Melkbosch Strand, in die stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 694 (ses honderd vier en negentig) vierkante meter, ook bekend as Rio Weg 1, Melkbosstrand.

Na bewering is die eiendom 'n woonhuis, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 5% (vyf persent) afslaersgelde tot en met R3 000,00 en daarna 3% (drie persent) met 'n maksimum van R7 000,00 en 'n minimum van R260,00 in kontant op die veilingsdag; die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 14,5% per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik ABSA Bank in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Malmesbury op 12 Februarie 2001.

Pierre du Plessis & Mostert, Prokureur vir Eksekusieskuldeiser, Veritas Gebou, Piet Retiefstraat 13, Posbus 5, Malmesbury, 7299. [Tel. (022) 482-1101.]

Case No. 18195/2000

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

In the matter between TRANSNET LIMITED, Plaintiff/Execution Creditor, and JAN JOHANNES SWARTZ, First Defendant/Execution Debtor, and MAUREEN SWARTZ, Second Defendant/Execution Debtor

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 20 November 2000, the undermentioned property will be sold in execution at the Kuils River Courthouse on Friday, 9 March 2001 at 09:00:

Erf 5733, Kleinvlei, situated in the City of Cape Town (formerly the Oostenberg Municipality), Stellenbosch Division, Western Cape Province, measuring 240 (two hundred and forty) square metres, held by Deed of Transfer No. T88702/1997, comprising of brick building under tiled roof, plastered walls, lounge, two bedrooms, kitchen and bathroom, and known as 56 Waterhout Street, Melton Village, Eerste River.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and to the title deed insofar as these are applicable.

2. **Terms:** The purchase price shall be paid as to 10 (ten) per cent thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Cape Town this 24th day of January 2001.

M. K. Engelbrecht, for Canca Incorporated, Plaintiff's Attorneys, 14th Floor, ABSA Centre, Thibault Square, Cape Town. [Tel. (021) 419-3355.] (Ref. MKE/PHK/S1358.)

Saak No. 18235/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en LOURENS GROEP (EIENDOMS) BEPERK, 1ste Verweerder, en WESSEL FREDERICK LOURENS, 2de Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 20 November 2000 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 8 Maart 2001 om 10:00, op die perseel te Solomon Williamstraat 3, Vredenburg, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 6841, Vredenburg, in die Munisipaliteit Saldanhaabaai, Afdeling Malmesbury, Provinsie van die Wes-Kaap, groot 280 (tweehonderd en tagtig) vierkante meter, gehou kragtens Transportakte No. T48002/1997.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter, maar geplunder.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C. J. Veldtman (Tel. 939-0040) en/of die Balju vir die Landdroshof, L. H. Burger, Vredenburg [Tel. (022) 713-4409].

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, C. J. Veldtman (Tel. 939-0040) en/of die Balju vir die Landdroshof, L. H. Burger, Vredenburg [Tel. (022) 713-4409].

Gedateer die 7de dag van Februarie 2001.

Fourie Basson & Veldtman, Toplin Huis, Voortrekkerweg 219, Parow. (Verw. CJV/RB/5138.)

Saak No. 11003/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG, Eiser, en THOMAS CLIVE SAMPSON, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof in bogemelde saak gedateer 15 Mei 2000 sal ek die ondergenoemde eiendom in eksekusie verkoop om 09h00 op Dinsdag, 13 Maart 2001 te Die Landdroshof, Bellville, Wes-Kaap aan die hoogste bieder en onderhewig aan die voorwaardes van verkoping wat by die veiling uitgelees sal word:

Erfnommer 7945, Delft, Stad Tygerberg, Afdeling Kaap, Provinsie Wes-Kaap, groot 126 vierkante meter.

Betaling: Tien per centum van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans teen registrasie van die oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping gelewer moet word.

Die bovermelde eiendom word gehou kragtens transportakte nommer T4564/1997 en is onderhewig aan die voorwaardes daarinvervat en waarna daarin verwys word. Daar is geen verband op die eiendom nie.

Die eiendom is geleë te Minosirkel 80, Delft.

Die Verkoopsvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Bellville op hierdie 6de dag van Februarie 2001.

R. Rosant, vir Steyl Ingelyf, Prokureur vir Eiser, Edwardstraat 124, Bellville. (Verw: RR/ZS0164.)

Saak No. 16921/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG, Eiser, en VERONA NOLAN, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof in bogemelde saak gedateer 12 November 1999, sal ek die ondergenoemde eiendom in eksekusie verkoop om 09h00 op Dinsdag, 13 Maart 2001 te Die Landdroshof, Bellville, Wes-Kaap aan die hoogste bieder en onderhewig aan die voorwaardes van verkoping wat by die veiling uitgelees sal word:

Erfnommer 7932, Delft, Stad Tygerberg, Afdeling Kaap, Provinsie Wes-Kaap, groot 126 vierkante meter.

Betaling: Tien per centum van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans teen registrasie van die oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping gelewer moet word.

Die bovermelde eiendom word gehou kragtens Transportakte Nommer T82320/97 en is onderhewig aan die voorwaardes daarin vervat en waarna daarin verwys word. Daar is geen verband op die eiendom nie.

Die eiendom is geleë te Ebro Sirkel 6, Delft.

Die Verkoopsvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Bellville op hierdie 5de dag van Februarie 2001.

R Rosant, vir Steyl Ing., Prokureurs vir Applikant, Edwardstraat 124, Bellville. (Verw: RR/ZN0007.)

Saak No. 17404/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG, Eiser, en DAWID PLAATJIES, Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof in bogemelde saak gedateer 28 September 1999, sal ek die ondergenoemde eiendom in eksekusie verkoop om 09h00 op Dinsdag, 13 Maart 2001 te Die Landdroshof, Bellville, Wes-Kaap aan die hoogste bieder en onderhewig aan die voorwaardes van verkoping wat by die veiling uitgelees sal word:

Erfnommer 5348, Delft, Stad Tygerberg, Afdeling Kaap, Provinsie Wes-Kaap, groot 306 vierkante meter.

Betaling: Tien per centum van die koopprijs moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans teen registrasie van die oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping gelewer moet word.

Die bovermelde eiendom word gehou kragtens Transportakte Nommer T66413/94 en is onderhewig aan die voorwaardes daarin vervat en waarna daarin verwys word en is beswaar met verband en onderhewig aan Verbandakte Nommer B66207/1994.

Die eiendom is geleë te Heathrowweg 46, Delft.

Die Verkoopsvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Bellville op hierdie 5de dag van Februarie 2001.

R Rosant, vir Steyl Ing., Prokureurs vir Applikant, Edwardstraat 124, Bellville. (Verw: RR/jma/ZP0045.)

Saak No. 16907/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG, Eiser, en SHARIEF SAFIEDIEN, Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof in bogemelde saak gedateer 30 Julie 1999, sal ek die ondergenoemde eiendom in eksekusie verkoop om 09h00 op Dinsdag, 13 Maart 2001 te Die Landdroshof, Bellville, Wes-Kaap aan die hoogste bieder en onderhewig aan die voorwaardes van verkoping wat by die veiling uitgelees sal word:

Erfnommer 5781, Delft, Stad Tygerberg, Afdeling Kaap, Provinsie Wes-Kaap, groot 253 vierkante meter.

Betaling: Tien per centum van die koopprijs moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans teen registrasie van die oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping gelewer moet word.

Die bovermelde eiendom word gehou kragtens transportakte nommer T54043/94 en is onderhewig aan die voorwaardes daarin vervat en waarna daarin verwys word en is beswaar met verband en onderhewig aan Verbandakte Nommer B55158/1994.

Die eiendom is geleë te Cometstraat 9, Delft.

Die Verkoopsvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Bellville op hierdie 5de dag van Februarie 2001.

R Rosant, vir Steyl Ing., Prokureurs vir Applikant, Edwardstraat 124, Bellville. (Verw: RR/jma/ZS0002.)

Saak No. 17420/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG, Eiser, en EILEEN JOHANNES, Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof in bogemelde saak gedateer 28 September 1999, sal ek die ondergenoemde eiendom in eksekusie verkoop om 09h00 op Dinsdag, 13 Maart 2001 te Die Landdroshof, Bellville, Wes-Kaap aan die hoogste bieder en onderhewig aan die voorwaardes van verkoping wat by die veiling uitgelees sal word:

Erfnommer 7098, Delft, Stad Tygerberg, Afdeling Kaap, Provinsie Wes-Kaap, groot 153 vierkante meter.

Betaling: Tien per centum van die koopprijs moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans teen registrasie van die oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping gelewer moet word.

Die bovermelde eiendom word gehou kragtens Transportakte Nommer T59765/97 en is onderhewig aan die voorwaardes daarin vervat en waarna daarin verwys word en is beswaar met verband en onderhewig aan Verbandakte Nommer B39543/1997.

Die eiendom is geleë te Baynestraat 7, Delft.

Die Verkoopsvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Bellville op hierdie 5de dag van Februarie 2001.

R Rosant, vir Steyl Ing., Prokureurs vir Applikant, Edwardstraat 124, Bellville. (Verw: RR/jma/ZJ0041.)

Saak No. 17442/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG, Eiser, en PATRICIA SANDRA JOHNSON, Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof in bogemelde saak gedateer 28 September 1999, sal ek die ondergenoemde eiendom in eksekusie verkoop om 09h00 op Dinsdag, 13 Maart 2001 te Die Landdroshof, Bellville, Wes-Kaap aan die hoogste bieder en onderhewig aan die voorwaardes van verkoping wat by die veiling uitgelees sal word:

Erfnommer 7325, Delft, Stad Tygerberg, Afdeling Kaap, Provinsie Wes-Kaap, groot 144 vierkante meter.

Betaling: Tien per centum van die koopprijs moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans teen registrasie van die oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping gelewer moet word.

Die bovermelde eiendom word gehou kragtens Transportakte Nommer T21872/97 en is onderhewig aan die voorwaardes daarin vervat en waarna daarin verwys word en is beswaar met verband en onderhewig aan Verbandakte Nommer B15726/1997.

Die eiendom is geleë te Cubangostraat 21, Delft.

Die Verkoopsvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Bellville op hierdie 5de dag van Februarie 2001.

R Rosant, vir Steyl Ing., Prokureurs vir Applikant, Edwardstraat 124, Bellville. (Verw: RR/jma/ZJ0045.)

Saak No. 15689/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG, Eiser, en LOUIS ENGELBRECHT, Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof in bogemelde saak gedateer 15 Junie 1999, sal ek die ondergenoemde eiendom in eksekusie verkoop om 09h00 op Dinsdag, 13 Maart 2001 te Die Landdroshof, Bellville, Wes-Kaap aan die hoogste bieder en onderhewig aan die voorwaardes van verkoping wat by die veiling uitgelees sal word:

Erfnommer 5346, Delft, Stad Tygerberg, Afdeling Kaap, Provinsie Wes-Kaap, groot 301 vierkante meter.

Betaling: Tien per centum van die koopprijs moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans teen registrasie van die oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping gelewer moet word.

Die bovermelde eiendom word gehou kragtens Transportakte Nommer T435/95 en is onderhewig aan die voorwaardes daarin vervat en waarna daarin verwys word en is beswaar met verband en onderhewig aan Verbandakte Nommer B410/1995

Die eiendom is geleë te Heathrowweg 50, Delft.

Die Verkoopsvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Bellville op hierdie 5de dag van Februarie 2001.

R Rosant, vir Steyl Ing., Prokureurs vir Applikant, Edwardstraat 124, Bellville. (Verw: RR/jma/ZE0019.)

Saak No. 10133/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG, Eiser, en NOËL FRED CUPIDO, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof in bogemelde saak gedateer 26 April 2000, sal ek die ondergenoemde eiendom in eksekusie verkoop om 09h00 op Dinsdag, 13 Maart 2001 te Die Landdroshof, Bellville, Wes-Kaap aan die hoogste bieder en onderhewig aan die voorwaardes van verkoping wat by die veiling uitgelees sal word:

Erfnommer 8046, Delft, Stad Tygerberg, Afdeling Kaap, Provinsie Wes-Kaap, groot 112 vierkante meter.

Betaling: Tien per centum van die koopprijs moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans teen registrasie van die oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping gelewer moet word.

Die bovermelde eiendom word gehou kragtens Transportakte Nommer T14762/1997 en is onderhewig aan die voorwaardes daarin vervat en waarna daarin verwys word en is beswaar met verband en onderhewig aan Verbandakte Nommer B10891/1997.

Die eiendom is geleë te Maasstraat 7, Delft.

Die Verkoopsvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Bellville op hierdie 6de dag van Februarie 2001.

R Rosant, vir Steyl Ingelyf, Prokureur vir Eiser, Edwardstraat 124, Bellville. (Verw: RR/ZC0068.)

Saak No. 16966/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG, Eiser, en ABRAHAM DAVID JACOBS, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof in bogemelde saak gedateer 2 Augustus 1999, sal ek die ondergenoemde eiendom in eksekusie verkoop om 09h00 op Dinsdag, 13 Maart 2001 te Die Landdroshof, Bellville, Wes-Kaap aan die hoogste bieder en onderhewig aan die voorwaardes van verkoping wat by die veiling uitgelees sal word:

Erfnommer 7056, Delft, Stad Tygerberg, Afdeling Kaap, Provinsie Wes-Kaap, groot 162 vierkante meter.

Betaling: Tien per centum van die koopprijs moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans teen registrasie van die oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping gelewer moet word.

Die bovermelde eiendom word gehou kragtens Transportakte Nommer T14757/97 en is onderhewig aan die voorwaardes daarin vervat en waarna daarin verwys word en is beswaar met verband en onderhewig aan Verbandakte Nommer B10886/1997.

Die eiendom is geleë te Albanystraat 20, Delft.

Die Verkoopsvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Bellville op hierdie 6de dag van Februarie 2001.

R Rosant, vir Steyl Ingelyf, Prokureur vir Eiser, Edwardstraat 124, Bellville. (Verw: RR/ZJ0004.)

Case No. 36578/1999

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NURAIN PTY LTD, Defendant

A sale in Execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Wynberg, on the 8th day of March 2001 at 10h00:

Full Conditions of Sale can be inspected at the offices of the Sheriff of the Supreme Court, Wynberg/Lanstowne, 574 Lanstowne Street, Lanstowne, and will be read out by the Sheriff prior to the sale in execution.

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

Property: Erf 114069, situate in the Township of Cape Town, at Athlone, in the Municipal Area of Cape Town, Cape Division, known as 21 Honeyside Road, Athlone.

Improvements: 4 bedrooms, 3 bathrooms, separate toilet, kitchen, 3 livingrooms, 5 other rooms.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/ELR/GT6592.)

Saak No. 33962/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen EDUAN STRYDOM, Eerste Eiser, en JOHANNA FRANCINA STRYDOM, Tweede Eiser, en ANTON JACOBS, Eerste Verweerder, en LOUISE JACOBS, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof in bogemelde saak gedateer 6 Oktober 1999, sal ek die ondergenoemde eiendom in eksekusie verkoop om 10h30 op Dinsdag, 6 Maart 2001 op die perseel geleë te Chrismarstraat 16, Bellville, Wes-Kaap, aan die hoogste bieder, en onderhewig aan die voorwaardes van verkoping wat by die veiling uitgelees sal word:

Erfnommer 5885, Bellville, Stad Tygerberg, Afdeling Kaap, Provinsie Wes-Kaap, groot 625 vierkante meter.

Betaling: Tien persentum van die koopprijs moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping gelewer moet word.

Die bovermelde eiendom word gehou kragtens transportakte nommer T70760/98 en is onderhewig aan die voorwaardes daarin vervat en waarna daarin verwys word en is beswaar met verband en onderhewig aan verbandakte nommer B45880/1998 en is spesiaal uitwinbaar verklaar deur die bovermelde Agbare Hof.

Die eiendom is geleë te Chrismarstraat 16, Bellville.

Die Verkoopsvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Bellville op hierdie 10de dag van Januarie 2001.

D L Steyl, vir Steyl Ingelyf, Prokureur vir Eiser, Edwardstraat 124, Bellville. (Verw: IV/mf.)

Saak No. 1496/2000 &
1497/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENDAL GEHOU TE VREDENDAL

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BPK (Reg. No. 05/01225/06), Eiser, en AUBREY GROENEWALD, Verweerder (Saak No. 1496/2000); en

EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BPK (Reg. No. 05/01225/06), Eiser, en NAMFRESH, AUBREY GROENEWALD en MARILYN ANNE GROENEWALD, Eerste, Tweede en Derde Verweerders (Saak No. 1497/2000)

Ten uitvoerlegging van Vonnis van bogemelde Hof gedateer 16 Oktober 2000, onderskeidelik word die ondergemelde Verbeterde Vaste Eiendom op Woensdag, 4 April 2001 om 10h00, te Kristalstraat 6, Vredendal, aan die hoogste bieder deur die Balju vir die Landdroshof van Vredendal, in Eksekusie verkoop:

Erf 805, Vredendal, in die Munisipaliteit Matzikama, Afdeling Vanrhynsdorp, Provinsie Wes-Kaap, groot 2 110 (twee een een nul) vierkante meter, gehou kragtens Transportakte No. T42990/88. (Eiendom geleë te Kristalstraat 6, Vredendal.)

Verbeterings: Baksteen woonhuis met asbesteëldak, 4 slaapkamers (volvloermat met ingeboude kaste), algemene badkamer met Novilon vloerbedekking (hoofslaapkamer met eie badkamer en toilet), linnkamer, oopplan sit/eetkamer met dennehout plafon, kombuis met ingeboude kaste, opwaskamer, spens, dubbel motorhuis, swembad, eenman woonstel met badkamer, huishulpkwartiere met badkamer, aparte pakkamer, losstaande kaggel in woonkamer, buite braai.

Terme: 10% van die koopprijs in kontant betaalbaar ten tyde van die verkoping en die balans (wat rente sal dra teen registrasie van Transport, versekureur te word deur 'n goedgekeurde Bankwaarborg gelewer te word binne 14 dae daarna, asook afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Volledige verkoopsvoorwaardes lê ter insae by die kantoor van die Balju, Vredendal.

Gedateer te Vredendal op hierdie 15de dag van Februarie 2001.

Downing & Engelbrecht, Waterkantstraat 17, Posbus 419, Vredendal.

Saak No. 1093/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENDAL GEHOU TE VREDENDAL

In die saak tussen ABSA BANK BEPERK (Reg. No. 86/04794/06), Eiser, en FRANS HENDRY JONKERS en MARIA MAGDALENA JONKERS, Verweerders

Ten uitvoerlegging van 'n Vonnis van bogemelde Hof gedateer 15 Augustus 2000, en 'n Lasbrief vir Eksekusie gedateer 15 Augustus 2000, word die ondergemelde Verbeterde Vaste Eiendom op Woensdag, 28 Maart 2001 om 10h00, te die Landdroskantoor, Voortrekkerstraat, Vredendal, aan die hoogste bieder deur die Balju vir die Landdroshof van Vredendal, in Eksekusie verkoop:

Erf 2138, Vredendal, in die Munisipaliteit Matzikama, Afdeling Vanrhynsdorp, Provinsie Wes-Kaap, groot 292 (twee nege twee) vierkante meter, gehou kragtens Transportakte No. T107980/97. (Eiendom geleë te Ultrasingel 102, Vredendal.)

Verbeterings: Sementsteen woonhuis met asbesdak, 2 slaapkamers (volvloer mat), sitkamer (volvloer mat), badkamer met toilet, kombuis met enkel opwasbak (tapyt vloerbedekking), draadomheining.

Terme: 10% van die koopprijs in kontant betaalbaar ten tye van die verkoping en die balans (wat rente sal dra teen registrasie van Transport, versekureur te word deur 'n goedgekeurde Bankwaarborg gelewer te word binne 14 dae daarna, asook afslaaerskommissie wat betaalbaar is met die toeslaan van die bod.

Volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Vredendal.

Gedateer te Vredendal op hierdie 12de dag van Februarie 2001.

Downing & Engelbrecht, Waterkantstraat 17, Posbus 419, Vredendal.

Saak No. 1210/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen BREDASDORP MUNISIPALITEIT, Eiser, en A. AUGUST, Verweerder

Ingevolge 'n vonnis gelewer op 22 September 2000, in die Bredasdorp Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 9 Maart 2001 om 11:00, te Landdroskantoor, Langstraat, Bredasdorp, aan die hoogste bieder:

Beskrywing: Erf 2914, Bredasdorp, geleë in die munisipaliteit en afdeling Bredasdorp, provinsie Wes-Kaap, Erf 2914, grootte 286 vierkante meter.

Eiendomsadres: Bloekomlaan 27, Bredasdorp, 7280.

Verbeterings: Die eiendom is verbeter met 'n woonhuis.

Soos gehou deur die Skuldenaar kragtens Akte van Transport T58330/94.

Vernaamste voorwaardes: 10% (tien persent) van die koopprijs van die eiendom tesame met die Baljukommissie, moet onmiddellik na die veiling betaal word. Die balanskoopprys, tesame met rente bereken vanaf die datum van verkoping tot die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapwaarborg wat binne 14 (veertien) dae na die verkoping, ingedien moet word by die Eiser se prokureur.

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

Gedateer te Bredasdorp op die 12de dag van Februarie 2001.

L. le Riche, vir Luttig & Seun, Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280. (Verw. Z11989.)

Saak No. 165/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen BREDASDORP MUNISIPALITEIT, Eiser, en CHRISTIAAN DESMOND DAVIDS, Verweerder

Ingevolge 'n vonnis gelewer op 23 Maart 2000, in die Bredasdorp Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 9 Maart 2001 om 11:00, te Landdroskantoor, Langstraat, Bredasdorp, aan die hoogste bieder:

Beskrywing: Erf 62, Bredasdorp, geleë in die munisipaliteit en afdeling Bredasdorp, provinsie Wes-Kaap, Erf 62, grootte 714 vierkante meter.

Eiendomsadres: Golfstraat 58, Bredasdorp.

Verbeterings: Die eiendom is verbeter met 'n woonhuis.

Soos gehou deur die Skuldenaar kragtens Akte van Transport T57770/94.

Vernaamste voorwaardes: 10% (tien persent) van die koopprijs van die eiendom tesame met die Baljukommissie, moet onmiddellik na die veiling betaal word. Die balanskoopprys, tesame met rente bereken vanaf die datum van verkoping tot die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapwaarborg wat binne 14 (veertien) dae na die verkoping, ingedien moet word by die Eiser se prokureur.

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

Gedateer te Bredasdorp op die 12de dag van Februarie 2001.

L. le Riche, vir Luttig & Seun, Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280. (Verw. Z11120.PT.)

Case No. 9664/99

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

In the matter between CITY OF CAPE TOWN, Judgment Creditor, and A. ANTHONY, Judgment Debtor

The property described hereunder will be sold at the Court House, Mitchells Plain, Magistrate's Court, Mitchells Plain North, Mitchells Plain, on Tuesday, 13 March 2001 at 10:00:

Viz: Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 17689, measuring 130 square metres, held by the Execution Debtor under Deed of Transfer T58266/1988 (dated 26 June 1998), popularly known as 89 Rooikrans Road, Lenteguur, Mitchells Plain.

The property consists of one brick wall building under tiled roof, consisting of three bedrooms, lounge, kitchen and bathroom/toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to 10% (ten per cent) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 15.5% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within 6 (six) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Auctioneers: The Sheriff, Magistrate's Court, Mitchells Plain North.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, First Floor, Village Square, 155 Main Road, Plumstead, 7800. (Tel 760-9076.) (Ref. Mrs Castle/M3364.)

Case No. 1388/99

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

**In the matter between CITY OF CAPE TOWN, Judgment Creditor, and T. M. BLOEM and
Y. C. BLOEM, Judgment Debtors**

The property described hereunder will be sold at the Court House, Mitchells Plain, Magistrate's Court, Mitchells Plain, on Thursday, 15 March 2001 at 10:00:

Viz: Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 971, measuring 122 square metres, held by the Execution Debtor under Deed of Transfer T31386/1988 (dated 13 June 1988), popularly known as 35 Avocado Street, Westridge, Mitchells Plain.

The property consists of one brick building under tiled roof, with partly vibre-crete fence, consisting of three bedrooms with cement floors, separate kitchen, lounge and bathroom/toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to 10% (ten per cent) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 15.5% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within 6 (six) days of sale.

The Buyer shall (a) pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Auctioneers: The Sheriff, Magistrate's Court, Mitchells Plain South.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, First Floor, Village Square, 155 Main Road, Plumstead. (Tel. 761-9076.) (Ref. Mrs Castle/M3726.)

Case No. 7163/99

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

**In the matter between CITY OF CAPE TOWN, Judgment Creditor, and R. P. CLOETE and
F. CLOETE, Judgment Debtors**

The property described hereunder will be sold at the Court House, Mitchells Plain, Magistrate's Court, Mitchells Plain, on Thursday, 15 March 2001 at 10:00:

Viz: Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 11720, measuring 232 square metres, held by the Execution Debtor under Deed of Transfer T53790/1993 (dated 13 July 1993), popularly known as 15 Trident Road, Rocklands, Mitchells Plain.

The property consists of one brick building under tiled roof, vibre-crete fence, burglar bars, two bedrooms, cement floors, open plan kitchen, lounge and bathroom/toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to 10% (ten per cent) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 15.5% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within 6 (six) days of sale.

The Buyer shall (a) pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Auctioneers: The Sheriff, Magistrate's Court, Mitchells Plain South.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, First Floor, Village Square, 155 Main Road, Plumstead. (Tel. 761-9076.) (Ref. Mrs Castle/M3763.)

GAUTENG

Case No. 15666/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

**In the matter between ABSA BANK LIMITED, Execution Creditor, and ANDRIES PETRUS SWART,
First Execution Debtor, and CHRISTINA JACOBA SWART, Second Execution Debtor**

In pursuance of a judgment in the Magistrate's Court of Kempton Park and writ of execution, dated 6 December 2000, the property listed hereunder will be sold in execution on 8 March 2001, at 14:00, at the Sheriff's Office, 14 Greyilla Avenue, Kempton Park by the Sheriff to the highest bidder on the conditions of sale, which will be read immediately prior to the sale, which may be inspected at the office of the Sheriff of the Court, 14 Greyilla Avenue, Kempton Park:

Certain Erf 1079, Clayville, Extension 13 Township, Registration Division 1R, Province of Gauteng, measuring 900 (nine hundred) square metres, held under Deed of Transfer T16988/96, situated at 29 Robin Drive, Clayville Extension 13.

Improvements (not guaranteed): A house consisting of lounge, 2 bathrooms, diningroom, toilet, 3 bedrooms, kitchen, family/TV room, all under a tiled roof and surrounded with 3 walls and fence.

Terms: The purchase price shall be paid as to 10% thereof on the day of the sale and the balance, together with interest thereon to date of registration of transfer at the rate of 14,25% per annum shall be paid or secured by a bank or building society guarantee, within 14 (fourteen) days.

Signed at Kempton Park on this 8th day of February 2001.

D. Oosthuizen, for Oosthuizen Attorneys Inc., First Floor, Gert Nel Building, 20 Kempton Road, Kempton Park. (Ref. ABS112/bn.)

Case No. 7832/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

**In the matter between ABSA BANK LIMITED, Execution Creditor, and RODNEY MUHAU MUSHABATI,
First Execution Debtor, and IREEN SITUTU MUSHABATI, Second Execution Debtor**

In pursuance of the judgment in the Magistrate's Court of Kempton Park and a warrant of execution issued in terms thereof and attachment in execution made thereunder, the immovable property listed hereunder will be sold in execution and by public auction by Sheriff of the Magistrate's Court, Kempton Park South, at the office of the Sheriff at 105 Commissioner Street, Kempton Park on 8 March 2001 at 10:00. The conditions of sale which will be read by the Sheriff, can be read prior to the sale at the said Sheriff's Office:

Certain Erf 1259, Birch Acres Extension 3 Township, Registration Division IR, Gauteng, measuring 1 130 (one thousand one hundred and thirty) square metres, held under Deed of Transfer T116113/99, also known as 64 Geelvink Street, Birch Acres Extension 3, Kempton Park.

The following are reported to be on the property, but nothing is guaranteed: Entrance hall, lounge, dining room, kitchen, study, 3 bedrooms, 2 bathrooms, separate toilet, family room, double garage, servant's quarters and outside bathroom.

The material conditions of the sale are:

1. The immovable property shall in all respect be governed by the Magistrate's Court Act 1944, and the Rules made thereunder or any amendment thereof or substitution therefor and subject thereto the immovable property shall be sold voetstoots to the highest bidder without reserve.

2. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the purchase price immediately after the sale and the balance of the purchase price and interest shall, within fourteen (14) days of the sale be paid or be secured by unconditional or approved bank and/or building society guarantee(s) payable to the Sheriff and/or such other person(s) as he requires on transfer of the immovable property to the purchaser.

3. Possession and occupation of the property shall, on the fall of the hammer be passed onto the purchaser and occupation of the property is not guaranteed.

4. The purchase price will bear interest at 14,60% per annum.

5. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, and all amounts and costs of transfer and all such rates and taxes and other amounts as are payable to obtain a certificate in terms of Section 50 of the Local Government Ordinance (Transvaal) 1993 or any amendment thereof or substitution therefor.

6. The purchaser shall pay all fees, as prescribed by Law, on the fall of the hammer.

Thus done and signed at Kempton Park on this 7th day of February 2001.

D. Oosthuizen, for Oosthuizen Attorneys Inc., First Floor, Gert Nel Building, 20 Kempton Road, Kempton Park. (Ref. ABM039.)

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

GAUTENG

CAHI AUCTIONEERS

Registration No CK87/12616/23

INSOLVENT ESTATE AUCTION: OF REPUBLIC HOTEL ELSBURG - GERMISTON GAUTENG

Duly instructed by the Trustee in the insolvent estate **J I Bierman**, t/a **Republic Hote & Bottle Store**, Master's Reference Number T3385/00, we will offer by public auction Thursday 8 March 2001 at 11 am on site 17 Voortrekker Road, Elsburg - Germiston, also known as: Stand 174-175-176-177, each measuring: 375 sq. m., total 1 500 sq.m.

Double storey building with reception area, 2 bars, kitchen, upstairs, 12 bedrooms, fully enclosed yard with steel store plus 2 separate shops.

View by appointment.

Terms: 15% deposit on the fall of the hammer (cash or bank cheques only). Balance within 30 days after confirmation.

Contact CahI Auctioneers. Tel. (012) 809-2247/8. Fax. (012) 809-2258. E Mail: info@cahi.co.za.

OMNILAND AFSLAERS & EIENDOMSAGENTE

INSOLVENSIE: BRENTHURST - BRAKPAN, GERIEFLIKE 3 SLAAP GESINSWONING MET SWEMBAD & GRASDAK LAPA

Don 1 Maart '01 om 14h00 by Prince George Rylaan 616.

Erf 50, Brenthurst, groot 782 m². *Verbeter:* Woning: Ruim sonkamer, sitk, eetk, ingeboude kroeg, 3x slaapkamer, badkamer, kombuis. *Woonstel:* Slaapkamer, sit-, eetk, badkamer. *Buitegeboue:* Dubbelmotorafdak. *Tuin:* Gevestig. *Sekuriteit:* Omhein met 'n 6-voet muur en diewering. Swembad & lapa, onthalers droom.

Betaalvoorwaardes: 15% deposito met val van hamer. Bekragtging binne 7 dae. Waarborge binne 30 dae.

Opdraggewer Trustee Insolvente boedel W J & A Goosen. MV T2932/2000 & T2938/2000.

Deon Botha. Tel: (012) 804-2978 / 082 892 8355.

OMNILAND AFSLAERS & EIENDOMSAGENTE**INSOLVENSIE: FLORIDA**

Puik 2 slaap woonstel by Florida meer. Woensdag 28 Feb '01 om 14h00 by Flora Villas 44, Hull St.

Eenheid 44, SS Flora Villas 173, Hull st, Florida. Groot: 80 m² oopplan sit- & eetk, oopplan kombuis, 2x slaapkamers & badkamer. *Parkering:* Motorafdak. *Tuin:* Netjies en in stand gehou. *Rekreasie:* Lapa met braaigeriewe, 2 swembaddens en kinder-speelpark. *Sekuriteit:* Uitstekend, 24-uur hekweg, ge-elektrifiseerde 6' heining, eenheid het swaardiens diefwering. *Heffing:* R330.00 pm.

Betaalvoorwaardes: 20% deposito met val van hamer. Bekragtiging binne 7 dae. Waarborg binne 30 dae.

Opdraggewer Trustee Ins Bdl A McNally MV:T809/2000.

Deon Botha Tel: (012) 804-2978 / 082 892 8355.

PROPERTY MART SALES

Duly instructed by the Trustee in the insolvent estate **Theunis & Charles Zeelie Trust** (Master's Ref. T4390/00), we shall sell the following property at the fall of the hammer:

Portion 1 of Erf 690 Florida Hills Ext. 4, measuring 1 006 square metres and situated at 71 Olympus Street.

Viewing: Daily 10h00 to 17h00.

Sales takes place at 71 Olympus Street on Thursday 1st March at 11h00.

Terms: 10% deposit at the drop of the hammer in cash or bank guaranteed cheque balance payable against transfer but to be secured within 30 days of sale by acceptable bank guarantee.

Auctioneers: Property Mart (Est. 1963). 4 Pembroke Street, Sydenham, 2192. P.O. Box 46058, Orange Grove, 2119. Tel: (011) 640-4459/60. Fax: (011) 640-5943. A/h: (011) 793-6164. C Mostert or a/h: (012) 664-4415 C. De Vrye. Website: <http://www.propertymart.co.za>.

E-Mail: property@interweb.co.za

ARTHUR'S AUCTIONEERS CC**AUCTION OF FIXED PROPERTY**

By virtue of instruction from the Trustees of the Insolvent Estate of **D. J. Foord**, Master's Reference: T5158/00, **Arthur's Auctioneers CC** will sell by way of public auction, without reserve, by the fall of the hammer the following:

Erf 1166, Rynfield, Benoni, Gauteng, in extent 1 983 m², on 8 March 2001 at 12H00, at the premises, 124 Simon Street, Rynfield, Benoni.

Description: 4 Bedroom house with lounge & dining room all fully carpeted, kitchen with built in cupboards and stove, 2 bathrooms and separate toilet.

Out: Servant's quarter, lapa, swimming pool, double lock-up garages, well established garden and well fenced.

Payment: 10% deposit plus 4% commission immediately by way of bank guaranteed cheque or cash and the balance within fourteen (14) days.

Enquiries: Office Tel. (011) 315-5168. Mr H. Swanepoel, 083 704 1739 Miss M. Strassburg, 083 292 0840. www.arthursauctioneers.co.za

ARTHUR'S AUCTIONEERS CC**AUCTION OF FIXED PROPERTIES**

By virtue of instruction from the Joint Liquidators of **W. & P. Wheeler Properties (Pty) Ltd** (in liquidation), and Joint Trustees of Insolvent Estate of the **Ann Wheeler Trust** and Insolvent Estate of the **Peter Wheeler Trust**, Master's References: N373/00, N738/00 & N739/00, **Arthur's Auctioneers CC** will sell by way of Public Auction, without reserve, with fourteen (14) days confirmation the following:

All erven coupled under Notarial Deed Number: K966/87S and all erven coupled under Notarial Deed Number: K469/91S on the 2nd of March 2001 at 10H00, at Holiday Inn, Garden Court, 83/91 Snell Parade, Durban, North Beach, Wheeler House, Wang House, Instinct House, Nashua House and Nashua Extension at 112/118 Stamford Hill, 10/12 and 14/28 De Mazenod Roads and 24/32 Linze Road, Stamford Hill, Durban.

Description: Commercial properties consisting of Wheeler House, Wang House, Instinct House, Nashua House & Nashua Extension with good exposure onto 3 road frontages, near the CBD area with ground floor retail space, 3 floors of office space & ample parking.

Payment: 15% deposit immediately by way of bank-guaranteed cheque or cash and the balance within thirty (30) days.

Enquiries: Office Office Tel. (011) 315-5168. Mr H. Swanepoel, 083 704 1739 Miss M. Strassburg, 083 292 0840.
www.arthursauctioneers.co.za

VENDITOR AFSLAERS

VEILING EIENDOM

OPENBARE VEILING

Opdraggewer: Kurator—Insolvente boedel **J S Coetsee**, T4867/00, verkoop **Venditor Afslalers** per openbare veiling, 27 Februarie 2001 om 11:00, Parkwood 118, Vermeerhofstraat, Vanderbijlpark.

Beskrywing: Eenheid 35 van Skema 455, SS Parkwood, Vanderbijlpark Sentraal-Wes Nr. 1, 406, Gauteng.

Verbeterings: 2-slaapkamer woonstél.

Betaling: 20% deposito.

Inligting: (012) 404-9117.

MICHAEL RUTHERFORD PROPERTIES (PTY) LTD

(In provisional liquidation)

(Master's Reference Number: C1259/2000)

Duly instructed by this Estate's Provisional Liquidator, we will offer for sale by way of public auction, on Site at 4 Elsecar Close, Kya Sand Ext 37, Randburg District, Gauteng Province, on Tuesday, 27 February 2001, commencing at 10:30, an excellent Modern Warehouse Building with large basement and attractive offices, as well as an adjoining vacant erf.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369. Website: <http://www.parkvillageauctions.co.za> (e mail: ccarson@parkvillage.co.za).

Insolvent Estate: P M HAYNES

(Master's Reference Number: C883/2000)

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on Site at 1 Daniel Estates, Elsie Road, Radiokop Extension 21, Roodepoort District, Gauteng Province, on Tuesday, 27 February 2001, commencing at 10:30, a conveniently located two bedroomed cluster residence.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369. Website: <http://www.parkvillageauctions.co.za> (e mail: ccarson@parkvillage.co.za).

COMMISSIONER STREET/JOHANNESBURG GAUTENG

Duly instructed by a Leading Financial Institution, we will offer for sale by way of public auction, on Site at 189/191 Commissioner Street, cnr Mooi Street, Johannesburg Central Business District, Gauteng Province, on Thursday, 01 March 2001, commencing at 10:30, an excellent well located face brick commercial building.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369. Website: <http://www.parkvillageauctions.co.za> (e mail: ccarson@parkvillage.co.za).

GEMINI RESTAURANTS CC

(In liquidation)

(Master's Reference Number: T115/2001)

Duly instructed by this Estate's Liquidator, we will offer for sale by way of public auction, on Site at O'Hagans Irish Pub, De Lucia Colonade, cnr Maxwell & Monument Roads, Kempton Park (Opposite Court House), Gauteng Province, on Monday, 26 February 2001, commencing at 10:30, entire contents of well established pub and diner as a "going concern".

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369. Website: <http://www.parkvillageauctions.co.za> (e mail: ccarson@parkvillage.co.za).

CAHI Auctioneers**(Registration No. CK87/12616/23)**

(Insolvent estate auction)

1 1/2 BEDROOM FLAT, VOORTREKKER ROAD, MAYVILLE, PRETORIA

Duly instructed by the Trustee in the insolvent estate **MH & SE Naude**, Master's Reference Number T1206/00, we will offer by public auction Monday, 19 March 2001, at 11:00 on site 9 MU-Ford Mansions, 683 Voortrekker Road, Mayville, Pretoria.

* View by appointment *

Terms: 20% deposit on the fall of the hammer (cash or bank cheques only).

Balance within 30 days after confirmation.

Contact Cahi Auctioneers. Tel. (012) 809-2247/8. 809-0230. Fax (012) 809-2258. E Mail: info@chai.co.za.

Estate Late: AUCTION ALLIANCE (PTY) LTD AUCTIONEERS

Duly instructed by the Liquidator of Combined Investments Seven (Pty) Ltd (in liquidation), Master Reference Number C1474/99, the undermentioned property will be auctioned on Wednesday, 28 February 2001 at 12H00, at Elevation Gardens, 1353 Augrabies Road, Waterfall Office Park, Vorna Valley Extension 21, Midrand, Gauteng.

Fixed property:

(1) Stand 1353, Vorna Valley Extension 21, Midrand, Extend: $\pm 7400 \text{ m}^2$.

Improvements: Various office blocks ($\pm 3\,246 \text{ m}^2$).

With basement parking ($\pm 2\,800 \text{ m}^2$).

Zoning: Business 3.

Viewing: Contact the Auctioneers for appointment.

Conditions of sale:

(1) 10% deposit per bank cheque on the fall of the hammer.

(2) Balance of the purchase price within 30 days from date of confirmation.

(3) Confirmation takes place directly with the fall of the hammer.

Auctioneers: Auction Alliance (Pty) Ltd, Tomzeil Building, Haak Street, Watloo, Silverton. Tel. (012) 803-4987/8/9.

PHIL MINAAR AFSLAERS

In opdrag van die verskeie Kurators, likwidateurs en eksekuteurs van die volgende boedels verkoop ons die losbates op 28/02/01 om 10H00 te Parkstraat 987, Hatfield, Pretoria, **Alma Outdoor SA (Edms.) Bpk**, T5512/00, **The Study Guide Centre (Edms.) Bpk**, T2889/00, **Truck Spares BK**, T6447/00, **La Pier Restaurant BK**, T6709/00, **Ad-vise Communication BK**, T5275/00, **C & K Klopper**, T7458/99, **SJ Viljoen**, T4900/00, **CJ Britz**, T4924/00, **JO Senekal**, T4008/00, **LA Aucamp**, T3277/00, **IF & TMA da Silva**, T4348/97, **WC Badenhorst**, 8766/98, **FJ Venter**, 12417/97, **AS Davies**, 799/98, **CJ v d Merwe**, 231/98, **GF & EM Lezar**, T5026/00, **PJ & M Hough**, T5019/00, **Chem O Chem BK**, T4017/00.

Navrae: Skakel Phil Minnaar Afslaers (012) 343-3834.

AUCTION ALLIANCE (PTY) LTD AUCTIONEERS**INSOLVENT ESTATE AUCTION**

Duly instructed thereto by the Trustee of insolvent estate **FR Mullineux**, Master Ref. No. C1083/2000, the undermentioned property will be auctioned on Friday, 2 March 2001 at 12h00 at 179 Becket Street, Arcadia, Pretoria, Gauteng:

Fixed property: The Remainder of Portion of Erf 749, Arcadia, Reg. Div. JR. Gauteng, measuring $\pm 1\,173\text{ m}^2$.

Improvements:

Double storey dwelling comprising of:

Ground floor: Two bedrooms with two bathrooms (2 on suite), entrance hall, TV room, dining room, kitchen/scullery, guest toilet and study.

First floor: One bedroom flat with living room, kitchen, bathroom and storeroom.

2 Bachelor flat's with facilities.

Double carport and swimming pool.

Viewing: Contact the auctioneers for appointment.

Conditions of sale:

(1) 10% deposit plus 7% auctioneer's commission with VAT thereon directly with the fall of the hammer.

(2) Guarantee for the balance of the purchase price within 30 days from date of confirmation.

Auctioneers: Auction Alliance (Pty) Ltd. [Tel. (012) 803-4987/8/9.]

Tomzeil Building, Haak Street, Watloo, Silverton.

PHIL MINNAAR AFSLAERS

In opdrag in die Kurator van die insolvente boedel van **M. & C. Boje**, Meestersverw. T5440/00, bied Phil Minnaar Afslaers die volgende aan per openbare veiling te Flamingo Mews No. 16, Earlstr. 802, Dorandia X10, op Dinsdag, 27-02-2001 om 11:00.

Terme: 20% deposito in bankgewaarborgde tjek en die balanskoopprys is betaalbaar binne 30 dae na bekragtiging.

Eiendom word verkoop onderhewig aan bekragtiging.

Navrae: Skakel Phil Minnaar Afslaers by Tel. (012) 343-3834.

PHIL MINNAAR AFSLAERS

In opdrag van die Kurator van die insolvente boedel van **M. & C. Boje**, Meestersverw. T5440/00, bied Phil Minnaar Afslaers die volgende aan per openbare veiling te Flamingo Mews No. 16, Earlstr. 802, Dorandia X10, op Dinsdag, 27-02-2001 om 11:00.

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Eiendom word verkoop onderhewig aan bekragtiging.

Navrae: Skakel Phil Minnaar Afslaers by Tel. (012) 343-3834.

VAN VUUREN AFSLAERS**VEILING VAN 'N 1 $\frac{1}{2}$ SLAAPKAMERWOONSTEL**

In opdrag van die Kurator van insolvente boedel **SP & MG Mika**, Meestersverwysing T5322/00, verkoop ons ondergenoemde eiendom per openbare veiling op Donderdag, 8 Maart 2001 om 11:00.

Beskrywing van eiendom: Eenheid 52, van skema SS Drakensberg 74, bekend as Drakensberg 206, Skinnerstraat 195, Sunnyside, Pretoria, groot 74 m².

Terme: 20% deposito, balans binne 30 dae.

Van Vuuren Afslaers, Tel. (012) 362-1100.

VAN VUUREN AFSLAERS**VEILING VAN 'N 1 SLAAPKAMERWOONSTEL**

In opdrag van die Kurator van insolvente boedel **DH & A Engelbrecht** Meestersverwysing T5365/00, verkoop ons die ondergenoemde eiendom per openbare veiling op Maandag, 5 Maart 2001 om 13:00.

Beskrywing: Eenheid 4, van skema SS Clarisa 105, bekend as Clarisa 105, Baileylaan 4, Arcadia, grootte 49 m².

Terme: 10% deposito, balans binne 30 dae.

Van Vuuren Afslaers, Tel. (012) 362-1100.

VAN VUUREN AFSLAERS**VEILING VAN EENMANSWOONSTEL**

In opdrag van die Kurator van insolvente boedel **AP Netshavha**, Meestersverwysing T1513/00, verkoop ons die ondergenoemde eiendom per openbare veiling op Donderdag, 8 Maart 2001 om 10:00.

Beskrywing van eiendom: Eenheid 18, van skema SS Villa Roux 1, bekend as Villa Roux 203, Troyestraat 135, Sunnyside, grootte 44 m².

Terme: 20% deposito, balans binne 30 dae.

Van Vuuren Afslaers, Tel. (012) 362-1100.

VAN VUUREN AUCTIONEERS**AUCTION OF A 3 BEDROOM DWELLING**

Duly instructed by the Trustees of the insolvent estate **MF Mathebula**, Masters Reference T2632/00, we are selling the undermentioned property at the fall of the hammer on Tuesday, 6 March 2001 at 13:00.

Description: Stand 507, Vosloorus X7, 507 Inyenzane Street, Vosloorus X7, measuring 210 m².

Terms: 20% deposit, balance within 30 days.

Van Vuuren Auctioneers. Tel. (012) 362-1100.

VAN VUUREN AFSLAERS**VEILING VAN 'N MODERNE 4 SLAAPKAMERWONING**

In opdrag van die Likwidateur van **Wilvonne Trust** meestersverwysing T5266/00, verkoop ons die ondergenoemde eiendom per openbare veiling op:

WOENSDAG 7 MAART 2001 OM 11:00

Beskrywing: Erf 360, Ferryvale, bekend as Leedsweg 37, Ferryvale, Nigel.

Grootte: 1 983 m².

Terme: 10% Depsito, balans binne 30 dae.

Van Vuuren Afslaers. Tel. (012) 362-1100.

VAN VUUREN AFSLAERS**VEILING VAN 'N 2 1/2 SLAAPKAMER WOONSTEL**

In opdrag van die Kurator van Insolvente boedel **A. M. M. Griebenow** meestersverwysing T4423/00, verkoop ons die ondergenoemde eiendom per openbare veiling op:

MAANDAG 5 MAART 2001 OM 12:00

Beskrywing: Eenheid 25, skema SS Aminie 147, bekend as Aminie 25, Lievaartstraat 648, Proklamasieheuwel.

Grootte: 98 m².

Terme: 10% Depsito, balans binne 30 dae.

Van Vuuren Afslaers. Tel. (012) 362-1100.

VAN VUUREN AUCTIONEERS**AUCTION OF MOVABLE ASSETS**

Duly instructed by the trustees/liquidators of Insolvent estate: **C. Wood, T3505/00, J. C. van Staden, T2896/00, K. G. and Sam Gaum, T5679/00, J. G. and W. C. Viljoen, T3871/00, P. D. Visser, T2704/00, J. T. Ferreira, T3617/00, P. J. F. Kruger, T2178/00, C. Pieters, T7376/99, H. C. van der Merwe, T7373/99, N. N. P. Munro, T2631/00, A. Greyling, T6703/00, A. M. M. Griebenouw, T44213/00, C. P. W. Botha, T6432/00, J. L. Jordaan, T6686/00** and in liquidation **Bulk Paint Supplies CC, T2271/00, Neat & Fast Plumbers, T4204/00** we are selling the under mentioned assets by public auction on:

WEDNESDAY 28 FEBRUARY AT 10:00

Place of auction: 1212 Burnett Street, Hatfield.

Terms: Strictly cash. R500,00 registration fee.

Enquiries: Ankia.

Right reserved to add or withdraw any items.

Van Vuuren Auctioneers. Tel. (012) 362-1100.

VAN VUUREN AFSLAERS**VEILING VAN 'N 3 SLAAPKAMER WOONSTEL**

In opdrag van die Kurator van Insolvente Boedel **A. P. en N. G. Monese**, meestersverwysing T7574/99, verkoop ons die ondergenoemde eiendom per openbare veiling op:

DONDERDAG 1 MAART 2001 OM 10:00

Beskrywing van eiendom: Eenheid 16 van skema SS Craig-Owl 78, bekend as Craig-Owl 43, Van der Waltstraat 549, Pretoria.

Groot: 91 m².

Terme: 10% Depsito, balans binne 30 dae.

Van Vuuren Afslaers. Tel. (012) 362-1100.

Boedel wyle: E. M. ROOS

(Meesterverwysingsnommer T5391/98)

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 28 Februarie 2001 om 11H00, Hoewe 236, Cooperville LH, Registrasie Afdeling IR, Peri Urban, Gauteng.

Grootte: ± 2.5697 H.

Voorwaardes: 20% van verkoopprys bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig dae na bevestiging van verkoping.

Phil Minnaar Afslaers, Johannesburg. Tel. (011) 475-5133.

LEO AFSLAERS (EDMS) BPK

(Reg No. 87/03427/07)

INSOLVENSIE- EN LIKWIDASIEVERKOPING VAN FAMILIEWONING CARLETONVILLE, 8.5 HEKTAAR HOEWE MET GOOT WERKSWINKELS EN TWEDEHANDSE MOTORPARTE EN MOTORPANELE OP 1 MAART 2001 OP DIE ONDERGENOEMDE TYE EN PLEKKE:

(1) 9:30 te Talcstraat 69, Carletonville:

Erf 1084, Carletonville X1, Registrasie Afdeling I.Q. Gauteng bestaande uit 3 slaapkamer familiewoning met 1 1/2 badkamer, enkel motorhuis en bediendekwartiere. Ommuurde tuin. Naby S.B.D. Erf = 991 m², Verbeterings = ± 150 m².

(2) 10:30 te Gedeelte 59, Kalbasfontein No. 365, Registrasie Afdeling I.Q. Gauteng (sien padbeskrywing)

(2.1) 8.5 Hektaar bestaande uit 2 wonings ± 92 m² en ± 210 m², 2 werksinkels met stoorkamers van ± 600 m², skadunetoppervlaktes, motorafdakke en werkershuise. Toegeruste boorgate en Escom 3-Fase elektrisiteit.

(2.2) Groot hoeveelhede motoronderdele (hoofsaaklik motors en LAW's), paneelparte en buitebande. Werksbanke, klein gereedskap en wielbalanseringseenheid. Volledige lys per faks op u versoek.

Berhoorlik daartoe gelas deur die Kurator in die Insolvente Boedel **H. J. en H. M. Wubbeling** meestersverwysing T4740/00 en die Likwidateur van Heinz Wubbeling & Sons BK (in likwidasie), meestersverwysing T4794/00, verkoop ons per publieke veiling soos hierbo uiteengesit.

Afslasnota: Gedeelte 59 (Landbouhoeve) was hoofsaaklik gebruik as werksinkels (en dienooreenkomstig verbeter) in die herstel van gebruikte voertuie (PWS's en paneelverf). Potensiaal vir besproeiing en kleinskaalse boerdery bestaan ook.

Verkoopsvoorwaardes: *Vaste eiendom:* 10% Deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborg vir die balans binne 30 dae na bekragtiging deur die Kurator.

Roerende bates: Bankgewaarborgde tjeks alleen (geen uitsondering) vir die volle koopsom direk na veiling. Registrasie sal geskied met inhandiging van blanko bankgewaarborgde tjek.

Padbeskrywing na Gedeelte 59: (8.5 ha Hoes) Die eiendom is geleë 30 km vanaf Fochville (vanaf Fochville na Parys 5 km, draai links by Raatskraal/Vereeniging pad en links by Cardoville Pad 19 km), 4 km eiendom aan regterkant van die pad. Padkaart per faks op u versoek beskikbaar.

Besigtiging: By die eiendomme.

Vir meer besonderhede skakel ons kantore by (012) 341-1314. Besoek ons webtuiste by: www.leoauctioneers.co.za

Reg van Onttrekking, wysiging en/of toevoeging word voorbehou.

LEO AFSLAERS (EDMS) BPK

(Reg No. 87/03427/07)

VEILING VAN 'N RUIM 6-SLAAPKAMER WOONHUIS (OP 2 VLAKKE) MET SWEMBAD NEPTUNESTRAAT 181
WATERKLOOFRIF X2 PRETORIA OP 6 MAART 2001 OM 10H30 OP DIE PERSEEL

ERF 1583, WATERKLOOFRIF X2, REGISTRASIE AFDELING J.R., GAUTENG

By wyse van 'n volmag verkry deur die Finansiële instelling betrokke, verkoop ons per openbare veiling genoemde eiendom bestaande uit:

'n Woonhuis met 6 slaapkamers, 2½ badkamers, gastetoilet, kombuis, waskamer, sit-eetkamer, gesinskamer, volvloermatte, ingeboude kaste. Bediendekwartiere, buitetoilet met stort, stoorkamer, werkkamer. Onderdakparkering vir 2 voertuie. Gedeeltelik ommuur, gevestigde tuin, geplaveerde motoroprit, groot swembad. Erf = 1 659 m², verbeterings = ± 330 m².

Verkoopsvoorwaardes: 15% Deposito in kontant of bangewaarborgde tjek met die toeslaan van die bod. Waarborg vir die balans binne 30 dae na bekragtiging deur die Verkoper.

Afslasnota: Ideale gesinswoning. Stil area. Naby skole, hoofweë en ander fasiliteite. Goeie belegging. Gaan kyk self!

Besigtiging: By die eiendom per afspraak.

Vir meer besonderhede skakel ons kantore by (012) 341-1314. Besoek ons webtuiste by: www.leoauctioneers.co.za

Reg van onttrekking word voorbehou.

OMNILAND AFSLAERS & EIENDOMSAGENTE

Insolvente boedel: KEMPTON PARK

3-SLAAP WONING MET HOUT VENSTERS

DINSDAG 27 FEBRUARIE 2001 OM 11h00 BY VAN DER WALTSTRAAT 13

Erf 473, Kempton Park X 2.

Groot: 1 201 m².

Verbeter: Siersteen en pleister woning onder staan sinkdak.

Hoof: 146 m². Toegeboude balkon, sitkamer, eetkamer, 3 slaapkamers, badkamer, aparte toilet, kombuis, opwaskamer en toegeboude agterstoep.

Buitegeboue: 30 m². Toesluit garage met werkarea, 2 stoorkamers en toilet.

Tuin: Gevestig.

Sekuriteit: Omhein met 6' mure aan 3 kante en muur aan straatfront.

Afslaersnota: Stewige woning binne loopafstand van Pierre van Ryneveld High.

Betaalvoorwaardes: 15% Deposito met val van hamer. Bekragtiging binne 7 dae. Waarborg binne 30 dae.

Opdraggewer: Trustee Insolvente boedel **V. D. en C. S. Gourlie** Meestersverwysing: T4140/9.

Deon Botha, Tel: (012) 804-2978/082 892 8355.

VENDOR AFSLAERS

Veiling losbates:

In opdrag van die Likwidateur: in likwidasie: **Johannesburg Upholsterers**, verkoop Vendor Afslaers per openbare veiling: 2 Maart 2001 om 11:00.

Marlboroughweg 56, Springfield, Johannesburg.

Beskrywing: Meubelvervaardiging en houtwerktoerusting.

Betaling: Kontant of bankgewaarborgde tjek.

Inligting: (012) 404-9100 of Sel: 082 829 7873.

VENDOR AFSLAERS

Veiling eiendom:

Opdraggewer: Kurator – I/B: **S. J. van der Watt** – T3345/00 verkoop Vendor Afslaers per openbare veiling: 1 Maart 2001 om 13:00.

Sawgrass-straat, Silver Lakes, Pretoria.

Beskrywing: Erf 62, Silver Lakes, Oostelike Gauteng SC, JR, Gauteng.

Betaling: 20% Deposito.

Inligting: (012) 404-9117.

INTERNATIONAL AUCTIONEERS

Insolvent estate: D. J. VAN DEN HEEVER

(Master's Reference T3879/00)

4 Stands and workshop building: Erf 631 and 633, Dunottar, situate 41 and 43 Agnew Street being 2 empty stands sold individually. Erf 637 and 639 Dunottar, situate 47 and 49 Agnew Street being 2 stands with improvements built over them comprising of workshop area with offices and storerooms. Outbuilding with toilets, storage and yard.

Sale takes place at No. 47 Agnew Street, Dunottar on Tuesday 27 February 2001 at 11:00 am.

For further details phone International Auctioneers on (011) 782-0412/15 or fax (011) 782-0465.

FREE STATE • VRYSTAAT

HUGO & TERBLANCHE AFSLAERS

(Reg. No. CK95/00092/23)

Eienaar: HTA Afslaers BK

Posbus 8, Petrusburg, 9932. [Tel. (053) 574-0002.] [Telefax: (053) 974-0192.]

REUSE VIER DAAGSE INSOLVENTE BOEDEL VEILING VAN PUIK HEILBRON

GEMENGDE PLASE, WOONHUIS, VOERTUIG, TREKKERS, STROPER, IMPLEMENTE EN VLEISBEESTE

In opdrag van die Kurators in die Insolvente Boedels van **F. J. Smith, S. J. Potgieter, W. P. S. Swart, B. C. Steenkamp, S. P. Pretorius, J. L. Nel en B. D. Claassen**, sal ons per openbare veilings die onderstaande bates te koop aanbied op die volgende plekke en persele:

Dag Een:

In samewerking met Phillip van der Merwe Afslaers, op Dinsdag, 27 Februarie 2001 om 11:00, te die plaas Mispah, distrik Heilbron, om die plaas Mispah te bereik neem uit Heilbron die Petrus Steyn pad vir 7,7 km en draai links op die Tweeling pad. Ry op hierdie pad vir 8,3 km tot by plaas aan regterkant. Vanaf Heilbron volg ons wegwysers:

Vaste Eiendom Insolvente Boedel **F. J. Smith**, B386/2000, die plase Mispah, Present, Palestina, Grootkuil, Bird Island, Christoffellina, Erfdeel, Beyersdeel, Heemstede, Aandeel, Vreugde, Skakel, Derbyshire, Dunbar, Ceylon, almal geleë in die distrik Heilbron.

Los bates synde voertuie, trekkers, stropers, sleepwaens, planters, skoffels, ploëe, skottel implemente, allerlei implemente en werkwinkel toerusting.

Dag Twee:

Op Woensdag, 28 Februarie 2001 om 11:00, by die veilingskrale van die Munisipaliteit te Heilbron waar ons die onderstaande vaste eiendomme en vleisbeeste sal aanbied en direk daarna vertrek ons na Senwes Tak te Heilbron.

By die veilingskrale.

Vaste eiendomme: Plaas eiendomme Insolvente Boedel **S. P. Pretorius**, B405/2000.

Die plase Jakals Kop, Dankie Pa en Dankie Ouers, almal geleë in die distrik Heilbron asook Woonhuis Insolvente Boedel **S. J. Potgieter**, geleë te die dorp Heilbron.

Beeste synde kruisras koeie en kalwers.

By Senwes Tak te Heilbron: Voertuie, trekkers, stropers, sleepwaens, tand implemente, ploëe, planters, skottel implemente, hooi toerusting, allerlei implemente, los goedere en werkwinkel toerusting.

Dag Drie:

Op Donderdag, 1 Maart 2001 om 11:00, te die plaas Langverwacht, distrik Heilbron.

Om die plaas Langverwacht te bereik neem uit Heilbron die Sasolburg pad vir 28,3 km. Draai regs op die S1064 en ry op hierdie pad vir 11,4 km tot by die plaas aan regterkant. Vanaf Heilbron volg ons wegwysers.

Vaste Eiendom Insolvente Boedel **S. J. Potgieter**, B387/2000.

Die plase Langverwacht, Roebe, Heilfontein, Rusland, Brakspuit, Kroonheuvel, Goedeheop.

Los goedere: Voertuie, trekkers, stropers, waens, tand implemente, ploëe en skottel implemente.

Dag Vier:

Op Vrydag, 2 Maart 2001 om 11:00, te die plaas Brereton, distrik Heilbron.

Om die plaas Brereton te bereik neem uit Sasolburg die Koppies teerpad vir 24 km en draai regs op grondpad. Vanaf Koppies neem die Koppies/Sasolburg teerpad en ry vir 45 km op hierdie pad en draai links op grondpad. Ry op hierdie pad vir ongeveer 3km tot by opstal. Vanaf Koppies en Sasolburg volg ons wegwysers.

Vaste Eiendom Insolvente Boedel **B. D. Classen**, B269/99.

Die plase Brereton, Onderverdeling 1 van Brereton.

Verkoopsvoorwaardes:

Vaste eiendom: Tien persent van die koopsom van die vaste eiendom is betaalbaar by toeslaan van die bod. Vir die balans moet die koper 'n goedgekeurde bankwaarborg verskaf binne een en twintig dae na datum van bekragtiging van die verkoping. Volledige voorwaardes is by die Afslaers beskikbaar.

Los goedere: Die koopsom is betaalbaar in kontant of bankgewaarborgde tjek tensy anders met die Afslaers gereël. Geen uitsondering sal gemaak word nie. Vooraf registrasie as 'n Koper is 'n vereiste alvorens 'n bod aanvaar sal word en kan daar by registrasie reeds bewys van betaalvermoë geveer word. Die Afslaers behou die reg voor om sonder kennisgewing items by te voeg of geadverteerde items te onttrek enige tyd voor die veiling.

Vir verdere navrae skakel: Dawie: 082 570 5774 of (053) 574-0296 (h); Dirk: 083 409 7730; Jan: 082 555 9084; Anna-Marie: 083 269 3058. Kantoorure: (053) 574-0552. Vaste eiendom: F. J. Smit, Phillip van der Merwe Afslaers, (058) 852-2041/2.

MPUMALANGA

CAHI AUCTIONEERS

(Registration No. CK87/12616/23)

LIQUIDATION AUCTION

Fire arms and accessories, ammunition, gun safes, hardware, school clothing, gents clothing, stationery, cash register, shop fittings, photo copier, fax machine, ornaments and much more.

Duly instructed by the Liquidator in the matter Bethal Multiware CC, in liquidation, Master's Reference Number T6007/00.

We will sell public auction Friday, 16 March 2001 at 10 am on site, 55 Du Plooy Street, Bethal, Mpumalanga.

View day prior 10 am—3 pm.

Terms: R1 000 registration fee (refundable) (cash or bank cheques only)—Exclusive of V.A.T.

Contact Cahu Auctioneers. [Tel. (012) 809-2247/8.] [Fax (012) 809-2258.] E Mail-info@cahi.co.za

F C BENECKE AFSLAERS

In samewerking met KOPANO AFSLAERS (EDMS) BPK

INSOLVENTE VEILING

ERMELO

UITSTAANDE WILD/WEIDINGPLAAS, WILDOMHEIN, VOLOP WATER, NAWEEK/JAGHUISIE VOLTOOI

In opdrag van die kurator in die Insolvente Boedel **J. H. Erasmus**, M/V T3509/2000, verkoop ons DV op Dinsdag, 27 Februarie om 11:00, op die plaas Klipfontein, distrik Ermelo.

(*Ligging:* 34 km vanaf Ermelo op die Piet Retief pad. Draai regs vir 5 km tot op die plaas. Volg rigtingwysers.)

A. Sekere Resterende Gedeelte van Gedeelte 1 van die plaas Klipfontein 326, Registrasie Afdeling I.T., provinsie Mpumalanga, groot 84,2318 hektaar.

B. Sekere Gedeelte 2 van die plaas Klipfontein 326, Registrasie Afdeling I.T., provinsie Mpumalanga, groot 418,2318 hektaar.

C. Sekere Gedeelte 3 ('n gedeelte van Gedeelte 1) van die plaas Klipfontein 326, Registrasie Afdeling I.T., provinsie Mpumalanga, groot 614,3461 hektaar.

Die grond word oor baie dekades as 'n eenheid gebruik en sal as 'n eenheid in totaal groot 1117,4072 hektaar verkoop word. Die mineraleregte en grond sal gesamentlik en afsonderlik aangebied word.

Indeling: 92 hektaar lande en 1 025 hektaar weiding. Plaas in 1998 met 13 drade, ysterpale en droppers wildomhein behalwe vir ± 800 meter. Buitelyne van Tegiese Dienste se binnekamp beplanning heining feitlik voltooi met 10 drade, ysterpale en droppers.

Verbeterings: Een jag/naweekhuise opgerig. Groot ± 64 m². Glasvesel watertenk voorsien water aan die huisie. Nog 'n tenk op bult aangebring vanwaar suipings beplan was.

Water: Spruit (standhoudend) kronkel deur die grond. Daar is ± 18 fonteine grotendeels standhoudend op die grond. Een fontein se water getoets en kan direk gebottel en bemark word. Daar kom ± 2 hektaar Bloekombome op die grond voor en ± 50 hektaar Wattelbome. Plaas beskik oor uitstaande weiding. Geproklameerde pad loop deur Noorde deel van grond. Grondeise op grond afgehandel en swart werkers gaan na grond in terme van 'n skikking ± 110 hektaar Wes aan die plaas reeds afgesny. Pragtige gebied vir 'n wandelpad op die eiendom.

Terme:

1. 15% van koopprys deposito van dag van veiling kontant of bankgewaarborgde tjek.
2. Balans gewaarborg te word binne 30 dae na bekragtiging.
3. Bekragtiging binne 14 dae.
4. Okkupasie vanaf datum van bekragtiging. Voorwaarde sal gelees word op dag voor aanvang van veiling.

Vir verdere besonderhede of reëlins om te besigtig kontak F. C. Benecke Afslasers BK, Jan van Riebeeckstraat 15, Ermelo. [Tel. (017) 819-2506.] (Sel. 082 807 9280.)

VAN VUUREN AFSLAERS

VEILING VAN 'N 3 SLAAPKAMERWONING IN WITBANK

In opdrag van die Kurator van Insolvente Boedel **W. P. & M. C. Germishuizen**, Meesterverwysing T3751/00, verkoop ons die ondergenoemde eiendom per openbare veiling op Maandag, 26 Februarie 2001 om 11:00.

Beskrywing: Erf 244, Duvhapark, bekend as Ella Spencestraat 17, Duvhapark, Witbank.

Grootte: 1 050 m².

Terme: 20% deposito, balans binne 30 dae.

Van Vuuren Afslasers. [Tel. (012) 362-1100.]

NORTH WEST NOORDWES

UBIQUE AFSLAERS

In opdrag van die Kurator in die Insolvente Boedel **J. C. van der Merwe**, Nr. T3811/99, sal ons die bates verkoop te Mont Serrat Nr. 39 en 40, Potchefstroom, op 28 Februarie 2001 om 10h00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (018) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123 (Posbus 208), Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die Kurator in die Insolvente Boedel **J. C. Jansen**, Nr. T4343/00, sal ons die bates verkoop te Eyberstraat 1, Stilfontein, op 27 Februarie 2001 om 10h00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (018) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123 (Posbus 208), Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die Kurator in die Insolvente Boedel **E. A. Starke**, Nr. 6272/00 en **K. A. Stark**, Nr. 6271/00 sal ons die bates verkoop te Rocky Ridge Stella op 7 Maart 2001 om 10h00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (018) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123 (Posbus 208), Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die Kurator in die Insolvente Boedel **J & L van den Berg Familie Trust**, Nr. T6219/00 en **J. C. & C. van den Berg**, Nr. T/6021/00, sal ons die bates verkoop te Rooipan, Ventersdorp, op 1 en 2 Maart 2001 om 10h00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (018) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123 (Posbus 208), Potchefstroom.

KLEYNVELD-GIBBENS INGELYF

MEESTERSVERWYSINGSNOMMER: T5532/2000

OPENBARE VEILING IN DIE INSOLVENTE BOEDEL VAN MNR T J POTGIETER

In opdrag van die kurator van die insolvente boedel van **mnr T J Potgieter**, T5532/2000, verkoop ons ondervermelde boedelbates, sonder reserwe, per openbare veiling op 7 Maart 2001 om 9h30, te Van Riebeeckstraat 109, Potchefstroom.

Beskrywing: 'n Halwe onderverdeelde aandeel in en tot Resterende Gedeelte van Gedeelte 10 van Erf 22, geleë in die dorp Potchefstroom, Registrasie Afdeling I.Q., Provinsie Noordwes, groot 1 480 vierkante meter, gehou kragtens Akte van Transport T75411/94, ook bekend as Van Riebeeckstraat 109, Potchefstroom.

Voorwaardes:

1. 15% van die volle koopsom is onmiddellik by toeslaan van die bod betaalbaar.
2. Die balans, tesame met enige rente, moet verseker word deur 'n aanvaarbare bankwaarborg binne 30 dae na datum van die verkoping.

3. Die volledige voorwaardes van die verkoping sal aangekondig word deur die Afslaer net voor die verkoping en sal ook beskikbaar wees vir inspeksie by Kleynveld-Gibbens Ingelyf, Potgieterstraat 118A, Potchefstroom.

Verbeterings: Ingangsportaal, sitkamer, gesinskamer, eetkamer, kombuis, opwaskamer, 6 slaapkamers, 3 badkamers, waskamer, motorhuis, 2 motorafdakke, swembad, binnehof.

Gedateer te Potchefstroom op hede die 13de dag van Februarie 2001.

Inligting: Mnre Kleynveld-Gibbens Ingelyf, Potgieterstraat 118A, Potchefstroom. Tel: (018) 294-5251.

PHIL MINNAAR AFSLAERS

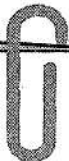
In opdrag van die Kurator in die insolvente boedel van J.F. & J.M.J.R. Grobler, Meestersverw. T5346/00, bied Phil Minnaar Afslaers die volgende plase en implemente aan per openbare veiling te Ged. 15 & 18 van die plaas Doornkraal Nr. 235, Distrik Groot Marico op Maandag, 26-02-2001 om 11:00.

Terme:

- * 20% deposito in bankgewaarborgde tjek en die balanskoopprys is betaalbaar binne 30 dae na bekragtiging.
- * Eiendom word verkoop onderhewig aan bekragtiging.
- * Losgoed slegs betaalbaar per bankgewaarborgde tjeks.

Navrae: Skakel Phil Minnaar Afslaers by (012) 343-3834.

Reg word voorbehou om items weg te laat of by te voeg sonder enige kennisgewing.



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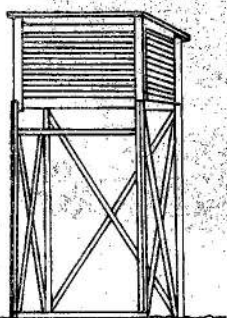
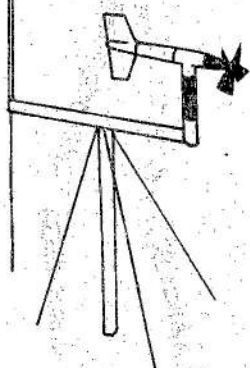
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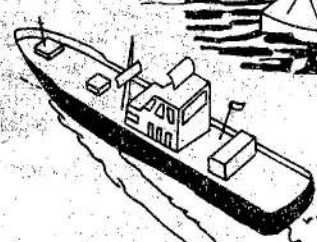
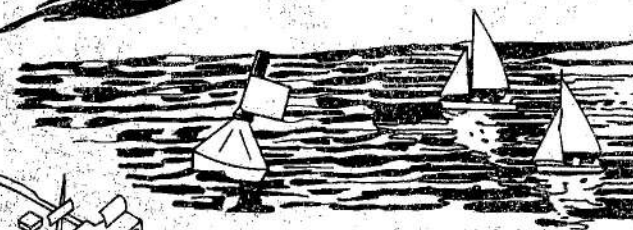
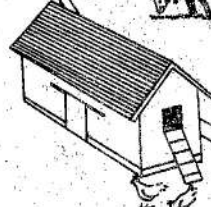
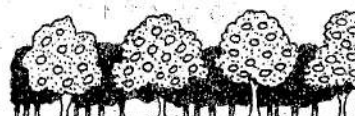
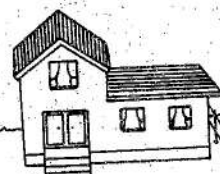
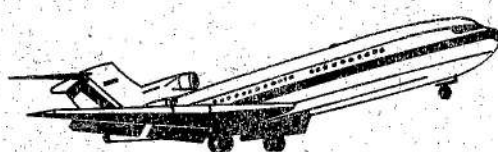
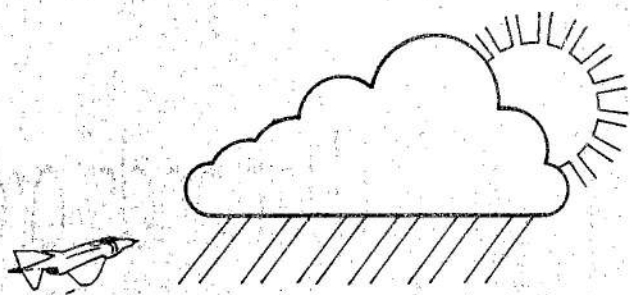
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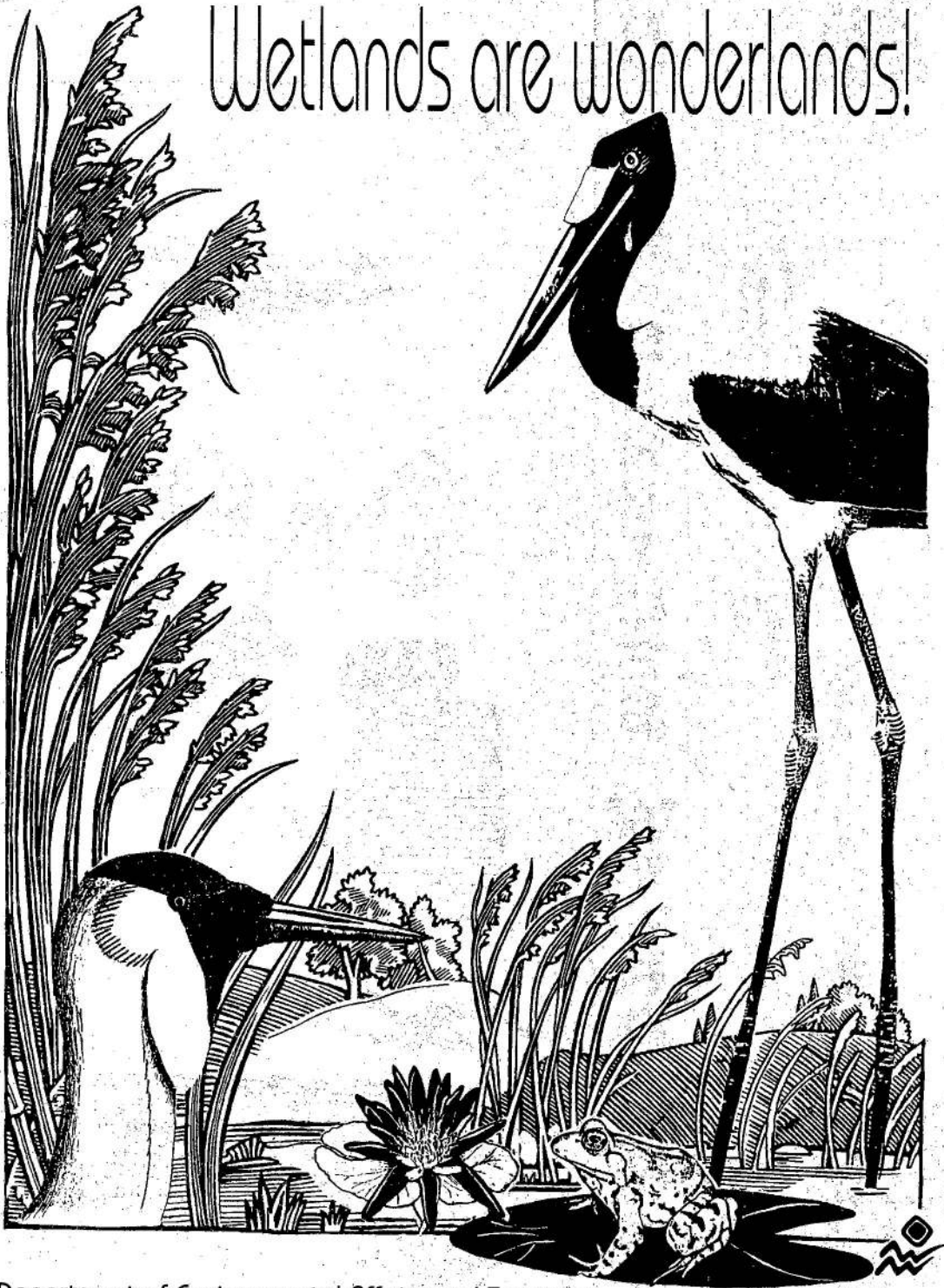
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