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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

Saak No. 42742/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen HONEY & VENNOTE, Eiser, en G. HANEKOM, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Landdroshof, Bloemfontein, in bogemelde saak op die 21ste dag van Januarie 2000 toegestaan, en ter uitvoering van 'n lasbrief van eksekusie, sal die Balju vir die Landdroshof van Bloemfontein Wes op Woensdag, die 28ste dag van Maart 2001 om 10h00, te Derdestraat 6A, Bloemfontein, die volgende eiendom/me per openbare veiling verkoop:

Sekere Erf 54, Bredasweg, Quaggafontein.

Die koper sal 10% van die koste kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank of bougenootskapwaarborg wat binne (14) veertien dae na datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die Eerste Verbandhouer gekoop word, hoef die 10% kontantbetaling nie gemaak te word nie.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word ten kantore van die Balju vir die Landdroshof, Bloemfontein.

J. J. Feuth, vir Honey en Vennote Ing., Eiser se Prokureurs, 4de Vloer, Watervalsentrum, Aliwalstraat (Posbus 29), Bloemfontein. (Feuth/Alvilene/113041.)

Saak No. 23136/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen ABSA BANK BEPERK, Eiser, en JOHANNES PETRUS COETZEE, Verweerder

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 8 Augustus 2000 en 'n lasbrief vir eksekusie uitgereik teen Verweerder, sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tye van die verkoping deur Ellenberger & Kahts, voorgelees word, te die perseel geleë te die kantore van Balju-Oos, Barnesstraat 5, Westdene, Bloemfontein, op Vrydag, 30 Maart 2001 om 10:00:

Sekere Erf 15788, (Uitbreiding 102), geleë in die dorp en distrik Bloemfontein, Provinsie Vrystaat, beter bekend as Rooiwalsingel 53, Uitsig, Bloemfontein, 'n woonhuis bestaande uit vier slaapkamers, drie badkamers, kombuis, sitkamer, eetkamer, studeerkamer, dubbelmotorhuis, stoorkamer en toilet, sement teëldak, omhein met beton. Een slaapkamerwoonstel met oopplan kombuis, sit- en eetkamer en badkamer, groot 960 (nege ses nul) vierkante meter, gehou kragtens Transportakte T13432/1983, onderworpe aan die voorwaardes daarin vervat.

Terme: Die koper sal na afloop van die veiling 10% van die koopsom en afslaaersgelde in kontant betaal en sekuriteit sal vir die balans van die koopsom by wyse van lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopsvoorwaardes sal ter insae lê ten kantore van die Balju en E G Cooper & Seuns Ingelyf, Cooper Huis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein op hierdie 22ste dag van Februarie 2001.

Balju-Oos, Bloemfontein.

N. C. Oosthuizen, vir E. G. Cooper & Seuns Ingelyf, Cooper Huis, St Andrewstraat 157, Bloemfontein. [Tel. (051) 447-3374.]

Saak No. 32257/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen ABSA BANK BEPERK, Eiser, en COETZER FAMILIE TRUST, Eerste Verweerder, WILLEM JACOBUS COETZER N.O., Tweede Verweerder, en WILLEM JACOBUS COETZER, Derde Verweerder

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 27 November 2000 en 'n lasbrief vir eksekusie uitgereik teen Verweerders, sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tye van die verkoping deur Ellenberger & Kahts, voorgelees word, te die perseel geleë te die kantore van Balju-Wes, Derdestraat 6A, Westdene, Bloemfontein, op Woensdag, 28 Maart 2001 om 10:00:

Sekere eenheid bestaande uit:

(a) Deel Nr 20, soos getoon en volledig beskryf of Deelplan Nr SS.8/81, in the skema bekend as Montagu ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, Provinsie Vrystaat, beter bekend as Montagu Nr 207, Parkweg 55, Willows, Bloemfontein, 'n wooneenheid bestaande uit twee slaapkamers met hout ingeboude kaste, halwe badkamer, eet/sitkamer, motorhuis, beton omheining, sekuriteit plaveisel, diefwering van welke deel die vloeroppervlakte, volgens genoemde Deelplan 102 (een nul twee) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST.19365/1994, onderworpe aan sekere voorwaardes soos daarin uiteengesit.

Terme: Die koper sal na afloop van die veiling 10% van die koopsom en afslaaersgelde in kontant betaal en sekuriteit sal vir die balans van die koopsom by wyse van lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopsvoorwaardes sal ter insae lê ten kantore van die Balju en E G Cooper & Seuns Ingelyf, Cooper Huis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein op hierdie 21ste dag van Februarie 2001.

Balju-Wes, Bloemfontein.

N. C. Oosthuizen, vir E. G. Cooper & Seuns Ingelyf, Cooper Huis, St Andrewstraat 157, Bloemfontein. [Tel. (051) 447-3374.]

Saak No. 1032/99

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen HARRISMITH PLAASLIKE OORGANGSRAAD, Eiser, en H. NABDABA, Verweerder

1. Ingevolge 'n vonnis van die Landdroshof van Harrismith en 'n lasbrief van eksekusie gedateer 31 Mei 1999, sal die volgende eiendom geregtelik verkoop word op 6 April 2001 om 09:00, te die Landdroskantore, Southeystraat, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder sonder reserwe, naamlik:

Erf 269A, geleë in die dorpsgebied Tshiame, distrik Harrismith, provinsie Vrystaat, groot 632 (ses honderd twee en dertig) vierkante meter, gehou kragtens Grondbrief No. G711/1988.

2. Verbeterings en gebiedsindeling (geen waarborg daaromtrent word gegee nie en in terme waarvan die verkoping voetstoots is):

2.1 Die eiendom is ingedeel in 'n woongebied.

2.2 Die volgende verbeterings is op die eiendom aangebring: 'n Woonhuis. Verdere inligting nie bekend nie.

3. **Terme:**

3.1 Die verkoping is voetstoots en geen spesiale terme of vrystellings anders as die uiteengesit is veronderstel om te bestaan nie.

3.2 Die verkoping is onderworpe aan die bepalings van die Wet op Landdroshowe No. 32 van 1944 en aan die Reëls van die Hof.

3.3 Van die suksesvolle bieder word vereis om 10% van die koopprijs te betaal plus die Baljukostes wat 5% van die eerste R30 000 en daarna 3% onderworpe aan 'n maksimum van R7 000 en 'n minimum van R260 (plus BTW betaalbaar daarop) beloop. Gemelde deposito moet in kontant of per bankgewaarborgde tjek wat vir die Balju/afslaer aanvaarbaar is betaal word onmiddellik nadat die bod toegeslaan is.

3.4 Die volle voorwaardes van verkoping kan by die kantore aan die Balju van die Landdroshof, Harrismith en te die kantore van die Eiser se prokureurs hieronder vermeld geïnspekteer word en alle belangstellende persone word aanbeveel om ten volle op hoogte te kom daarmee en met die eiendom voor die verkoping.

Gedateer te Harrismith op hede die 21ste dag van Februarie 2001.

J. A. Smith, vir Balden, Vogel & Vennote Ing., Eiser se Prokureurs, Wardenstraat 49B, Posbus 22, Harrismith.

Saak No. 20676/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen MOTORNYWERHEIDBEDINGINGSRAAD, Eiser, en ANDRIES PETRUS ROUX h/a PLATBERG PANEELKLOPPERS, Verweerder, en ANDRIES ROUX (Jnr) h/a PLATBERG PANEELKLOPPERS, Verweerder

Ingevolge 'n vonnis gelewer op 3 Julie 2000 in die Bloemfontein Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 6 April 2001 om 09h00 te die Landdroshof, Harrismith, aan die hoogst bieder:

Sekere: Erf 396, geleë te Harrismith, grootte 2170 vierkante meter, gehou kragtens Transportakte T9899/86.

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

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju van Harrismith nagesien word.

Geteken te Bloemfontein op hierdie 3de dag van Maart 2001.

J. J. Kachelhoffer, vir McIntyre & Van der Post, Eiser se Prokureur, Barnesstraat 12 (Posbus 540), Bloemfontein.

KWAZULU-NATAL

NOTICE OF SALE IN EXECUTION

Case No. 874/99

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

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Execution Creditor, and
MBEKISENI MOSES THANJEKWAYO, Execution Debtor**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 28 May 1999, L700, Section 7, Madadeni, Registration Division HT, in the Newcastle Transitional Council Area, Province of KwaZulu-Natal, will be sold in execution on 28 March 2001, at 10:00, at the front entrance of the Newcastle Magistrate's Court, Newcastle.

The property is improved but nothing is guaranteed.

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

The conditions are mainly the following:

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

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

Dated at Newcastle this 6 day of February 2001.

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

Case No. 7488/1999

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

**In the matter between ITHALA DEVELOPMENT CORPORATION LIMITED, Execution Creditor, and
THEMBALIHLE JEROME KHANYI, Execution Debtor**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 11 January 2000, Unit No. 9998, Unit A, Madadeni, Registration Division HT, in the Newcastle Transitional Council Area, Province of KwaZulu-Natal, 368 (three hundred and sixty-eight) square metres will be sold in execution on 28 March 2001, at 10:00, at the front entrance of the Newcastle Magistrate's Court, Newcastle.

The property is improved but nothing is guaranteed.

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

The conditions are mainly the following:

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

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

Dated at Newcastle this 18 day of January 2001.

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

Case No. 7020/2000

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

**In the matter between ITHALA DEVELOPMENT CORPORATION LIMITED, Execution Creditor, and
TEMPLETON ZWELEDINGA KOYANA, Execution Debtor**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 6 December 2000, Unit No. D163, Osizweni, Registration Division HT, in the Newcastle Transitional Council Area, Province of KwaZulu-Natal, 657 (six hundred and fifty-seven) square metres will be sold in execution on 28 March 2001, at 10:00, at the front entrance of the Newcastle Magistrate's Court, Newcastle.

The property is improved but nothing is guaranteed.

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

The conditions are mainly the following:

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

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

Dated at Newcastle this 18 day of January 2001.

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

Case No. 1238/99

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

**In the matter between BOE BANK LIMITED, Execution Creditor, and JAN DANIEL JANSEN, 1st Execution Debtor, and
MIETA SOPHIA JANSEN, 2nd Execution Debtor**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated the 26 March 1999, Erf 7770, Ext. 37, Newcastle, situated in the Newcastle Transitional Local Council Area, Administrative District of Newcastle, Province of KwaZulu-Natal, measuring 1 777 (one thousand seven hundred and seventy-seven) square metres, will be sold in execution on the 28 March 2001 at 10:00 at the Magistrate's Court, Newcastle.

The property is improved but nothing is guaranteed.

The Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court at Newcastle.

The Conditions are mainly the following:

(1) The purchase price is payable by 10% in cash immediately and the unpaid balance, together with interest thereupon at the rate of 22.00% subject to variation in terms of the rates charged by the Plaintiff from time to time, reckoned from the date of the sale, shall be paid or secured by a bank guarantee within 14 (fourteen) days after date of sale.

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

Dated at Newcastle this 16 day of January 2001.

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

Case No. 2250/95

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

In the matter between BOE BANK LIMITED, Execution Creditor, and JABULANE JACOB MLOTSHWA, Execution Debtor

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated the 7 November 1995, Erf 4653 Ext. 23 Newcastle, situated in the Newcastle Transitional Local Council Area, Administrative District of Newcastle, Province of KwaZulu-Natal, measuring 2 020 (two thousand and twenty) square metres, will be sold in execution on the 28 March 2001 at 10:00 at the Magistrate's Court, Newcastle.

The property is improved but nothing is guaranteed.

The Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court at Newcastle.

The Conditions are mainly the following:

(1) The purchase price is payable by 10% in cash immediately and the unpaid balance, together with interest thereupon at the rate of 19.50% subject to variation in terms of the rates charged by the Plaintiff from time to time, reckoned from the date of the sale, shall be paid or secured by a bank guarantee within 14 (fourteen) days after date of sale.

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

Dated at Newcastle this 16 day of January 2001.

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

Case No. 7021/2000

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Execution Creditor, and
MZIKAWUKELLWANA JOHANNES KUNENE, Execution Debtor**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 8 December 2000, Unit No. D2129, Osizweni, Registration Division HT, in the Newcastle Transitional Local Council Area, Province of KwaZulu-Natal, measuring 342 (three hundred and forty-two) square metres, will be sold in execution on the 28 March 2001 at 10:00 at the front entrance of the Newcastle Magistrate's Court, Newcastle.

The property is improved but nothing is guaranteed.

The Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court at Newcastle.

The Conditions are mainly the following:

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

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

Dated at Newcastle this 15 day of January 2001.

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

Case No. 6843/2000

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Execution Creditor, and WILBARD
BHEKUYISE ZIQUBU, Execution Debtor**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 6 December 2000, Unit No. D1890, Osizweni, Registration Division HT, in the Newcastle Transitional Council Area, Province of KwaZulu Natal, 458 (four hundred and fifty-eight), square metres will be sold in execution on 28 March 2001 at 10:00 at the front entrance of the Newcastle Magistrate's Court, Newcastle.

The property is improved but nothing is guaranteed.

The Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court at Newcastle.

The Conditions are mainly the following:

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

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

Dated at Newcastle this 11 day of January 2001.

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

Case No. 6846/2000

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Execution Creditor, and
DUMISANI REUBEN NYANDENI, Execution Debtor**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 8 December 2000, Unit No. 650, Unit D, Osizweni, Registration Division HT, in the Newcastle Transitional Council Area, Province of KwaZulu Natal, 600 (six hundred) square metres will be sold in execution on 28 March 2001, at 10:00 at the front entrance of the Newcastle Magistrate's Court, Newcastle.

The property is improved but nothing is guaranteed.

The Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court at Newcastle.

The Conditions are mainly the following:

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

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

Dated at Newcastle this 15 day of January 2001.

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

Case No. 2036/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and DEOMATHEE RAMPERSADH, Defendant

In terms of a judgment of the above Honourable Court dated the 23rd April 1999 a sale in execution will be held on Monday the 2 April 2001 at front entrance of the Magistrate's Court, Moss Street, Verulam at 09h00, to the highest bidder without reserve:

Erf 4475 Verulam (Extension No. 35), Registration Division FU, situated in the North Local Council Area, Province of KwaZulu-Natal, in extent six hundred and twenty four (624) square metres. Held under Deed of Transfer No. T22206/1997.

Physical address: 93 Mission Road, Verulam.

The following information is furnished but not guaranteed: Single storey brick under tile dwelling comprising of: Main bedroom (carpeted, B.I.C., en-suite), 2 other bedrooms (1 carpeted, 1 tiled with B.I.C), lounge (tiled), dining-room (tiled), kitchen (tiled, B.I.C., breakfast nook and scullery), toilet (tiled), bathroom (tiled), single manual garage with a toilet, iron manual gates, tarred driveway and burglar guards (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

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

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

Dated at Durban this 20th day of February 2001.

D H Botha, for Strauss Daly Inc., Attorneys, 21 Aliwal Street, 1st Floor. (Ref: Mrs Radford/mg/A0038/1177.)

Case No. 6325/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Plaintiff, and
DODA MNYANDU, Defendant**

In pursuance of a judgment granted on 28/07/1995, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30/03/2001 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Erf 2465, Inanda A, situated in the Township of Inanda, District of Verulam, Province of KwaZulu-Natal, in extent three hundred and forty (340) square metres.

Postal address: A2465, Inanda.

Improvements: Block under asbestos dwelling consisting of two bedrooms, lounge, kitchen, toilet (pit) outside, no lights and water, held by the Defendant in her name under Deed of Grant No. 00008146.

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

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

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

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

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 1st Floor, 12 Groom Street, Verulam.

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

M. A. Callaghan, for Gavin Gow & Pearce, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks.

Case No. 4228/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
MADODA PHINEAS GAMA, Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 11 December 2000, the undermentioned property will be sold in execution on 4 April 2001 at 10:00, at the front room of the Magistrate's Court, Newcastle, to the highest bidder for cash, namely:

A certain Unit D6977, Madadeni.

The property is improved, but nothing is guaranteed.

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

The conditions are mainly the following:

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

Dated at Newcastle on this 29th 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. 32/98

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Execution Creditor, and
MUSA JOHN NGIDI, Execution Debtor**

In pursuance of judgment granted on, in the Tugela Ferry Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 March 2001 at 10:00, at the front door of the Magistrate's Court, Gladstone Street, Dundee, to the highest bidder:

Description: Erf 1985, Dundee, Extension 11, in extent 2 014 (two thousand and fourteen) square metres.

Street address: —.

Improvements: Unknown, held by the Execution Debtor in his/her/its name under Deed of Transfer No. T8027/1998.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

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

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

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

Dated at Dundee on this 1st February 2001.

Mr. A. Dreyer, for De Wet Dreyer Marx Nzimande, Execution Creditor's Attorneys, 64 Gladstone Street, Dundee, 3000; P.O. Box 630, Dundee, 3000. [Tel. (034) 212-4018/9.] [Fax. (034) 212-2633.] (Ref. I0007/03/U4.)

Case No. 4228/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
MADODA PHINEAS GAMA, Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 11 December 2000, the undermentioned property will be sold in execution on 4 April 2001 at 10:00, at the front room of the Magistrate's Court, Newcastle, to the highest bidder for cash, namely:

A certain Unit D6977, 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 29th day of January 2001.

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

Case No. 4874/96

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED (No. 86/04794/06), Plaintiff, and Mr THAMOTHARAN VALAYUTHAM
PILLAY, First Defendant, and Mrs SURIKANTHI PILLAY, Second Defendant**

In terms of a judgment of the above Honourable Court dated 9 September 1996 a sale in execution will be held on 27 March 2001 at 10:00, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth to the highest bidder without reserve:

Lot 88, Umhlathuzana, situated in the City of Durban, Administrative District of Natal, in extene 1 633 (on thousand six hundred and thirty-three) square metres; now known as Erf 88, Umhlathuzana, Registration Division FT, situated in the South Central Local Council Area, Province of KwaZulu-Natal, in extent 1 633 (one thousand six hundred and thirty-three) square metres by virtue of Deed of Transfer T23657/88.

Physical address: 11 64th Avenue, Umhlathuzana, Chatsworth.

The following information is furnished but not guaranteed:

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile roof dwelling comprising three bedrooms, lounge, kitchen and toilet/bathroom. *Basement:* Bedroom, lounge, kitchen, toilet/bathroom and verandah. *Outbuildings:* Garage, room, property fenced and with driveway. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff of the High Court, 7 Highway Place, Mobeni, Chatsworth.

Dated at Durban this 31st day of January 2001.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/944/Ms Meyer.)

Case No. 8171/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED (86/04794/06), Plaintiff, and MR MORGANATHAN GOVENDER,
1st Defendant, and MRS PRAVINA GOVENDER, 2nd Defendant**

In terms of a judgment of the above Honourable Court dated 14 November 2000, a sale in execution will be held on Thursday, the 29th March 2001 at 10h00, at Maritime House, 8th Floor, 1 Salmon Grove, Durban, to the highest bidder without reserve:

(a) Section No. 4, as shown and more fully described on Sectional Plan No. SS538/94, in the scheme known as Sunset Park, in respect of the land and building or buildings situate at Durban, Administrative District of Natal, Province of KwaZulu-Natal, 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, by virtue of Deed of Transfer No. ST3311/95.

Physical address: 4 Sunset Park, 15 Caledonian Place, Sea View.

The following information is furnished but not guaranteed: Brick under clay tile dwelling consisting of entrance hall, lounge, diningroom, 3 bedrooms, kitchen, bath/toilet, outbuilding consisting of garage. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

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

Dated at Durban on this 15 February 2001.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001. PO Box 714, Durban, 4000. (Docex 71.) [Telephone: (031) 304-7614/5.] (Ref: CMK/A0034/2429/Mrs Chetty.)

Case No: 29320/00

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

**In the matter between THE TRUSTEES OF THE BODY CORPORATE OF SEASCAPES,
Judgment Creditor/Plaintiff, and S. N. NDLOVU, Judgement Debtors/Defendant**

In pursuance of a judgment granted on the 5th day of September 2000, in the Magistrate's Court for the District of Durban held at Durban, the property listed hereunder will be sold in execution on Thursday, the 29th day of March 2001 at 10H00, at 8th Floor, Maritime House, cnr Salmon Grove, Chambers & Victoria Embankment, Durban.

Description: Section No. 14, as shown and more fully described on Sectional Plan No. SS213/90, in the scheme known as Sea Scapes, in respect of the land and building or buildings situate at Isipingo of which section the floor area according to the sectional plan is 103 square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; and

Exclusive use area, Garden Area GA14, in extent 277 square metres, being part of the common property comprising the land and scheme known as Seascapes.

Postal address: Unit 14, Seascapes, Ernest Clokje Road, Isipingo.

Improvements: Simpex—tiled roof, brick walls, 3 bedrooms, shower, toilet, one bedroom en-suite, basin—tiled, lounge—tiled floor, diningroom—tiled floor, kitchen—tiled floor, fitted cupboards, toilet tiled, bathroom bath, basin—tiled. Although nothing in this regard is guaranteed.

The conditions of sale:

1. The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.
2. Vacant possession is not guaranteed.
3. Nothing in respect of the sale notice is guaranteed.

The full conditions of sale, which will be read immediately prior to the sale, may be inspected at Sheriff's Office, 8th Floor, Maritime House, cnr Salmon Grove and Victoria Embankment, Durban.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 16th day of February 2001.

Mulla, Mulla & Mayat, Plaintiff's Attorneys, 486 Windermere Road, Morningside, Durban, 4000. (Tel. No: 303-5633.) (Ref: 41 1906 008 EM/sf.)

Case No. 1466/96

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between: STANDARD BANK OF S.A. LIMITED, Plaintiff, and MQONDENI ENOCH ZONDI,
1st Defendant, and THOLANI EUNICE ZONDI, 2nd Defendant**

In pursuance of a judgment of the High Court of South Africa (Natal Provincial Division), the following property belonging to the Defendants, will be sold in execution on the 30th March 2001 at 11:00 A.M., in front of the Magistrate's Court, Bell Street, Greytown, KwaZulu-Natal, to the highest bidder:

Property description: Lot 1026, Greytown (Extension 11) situate in the Greytown Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 175 square metres and held under Title No. T1681/1992.

Postal address: 6 Hydraenga Place, Greytown, KwaZulu-Natal.

Improvements: The property has been improved by the construction of a single storey block under tile roof dwelling comprising lounge, kitchen, 2 bedrooms and bathroom/toilet. Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the Office of the Sheriff, 119 Voortrekker Street, Greytown, and at the offices of Austen Smith, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 12th day of February 2001.

Austen Smith, Plaintiff's Attorneys, 191 Pietermaritzburg Street, Pietermaritzburg, 3201; PO Box 37, Pietermaritzburg, 3200.
[Tel: (033) 394-0786.] (Ref: LRM/gm/32/G0550/17.)

Case No. 2014/2000

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

In the matter between ABSA BANK LTD, Plaintiff, and G K PILLAI, First Defendant, and K PILLAI, Second Defendant

In pursuance of a judgment granted in the above Honourable Court on 26th October 2000 and a warrant of execution, the undermentioned property will be sold in execution on the 30th day of March 2001 at 10h00 in front of the Magistrate's Court, Dundee:

Erf 1810, Dundee, also known as 30 Tom Worthington Drive, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal, in extent 695 square metres held under Deed of Transfer No. T24263/1985.

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

Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed): Brick under iron dwelling consisting of: *Main building:* Lounge, dining room, family room, 4 bedrooms, kitchen, 2 bathrooms with toilet, separate toilet. *Outbuilding:* —.

Material conditions:

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

1. The property shall be sold by the Sheriff of Ladysmith on the 30th day of March 2001 at 10h00 at the Magistrate's Court, Dundee.

2. The property shall be sold without reserve to the highest bidder, provided that the sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.

3. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff, Dundee.

Dated at Ladysmith on this 14th day of February 2001.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CTB356.)

Case No. 1222/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ESKOM FINANCE COMPANY (PTY) LIMITED, Plaintiff, and GAROLD STEVEN LINKS, First Defendant, and NIRMALA LINKS, Second Defendant

Take notice that in execution of a judgment by default in the above court, a sale in execution, will be held by the Sheriff of the High Court, Pinetown, at the front entrance to the Magistrate's Court, 2 Chancery Lane, Pinetown, on Wednesday, 28th March 2001 at 10h00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Erf 5908, Pinetown (Extension 59), Registration Division FT in the Inner West Local Council Area, Province of KwaZulu-Natal, in extent 1 069 (one thousand and sixty nine) square metres, held by the Defendants under Deed of Transfer No. T11904/97.

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

1. The property's physical address is 22 Dorfner Crescent, Marianhill Park, Pinetown, KwaZulu-Natal.

2. The improvements consist of a single storey freestanding dwelling constructed of brick under tile and consisting of entrance hall, diningroom/lounge, 3 bedrooms (one en suite) with built in cupboards, bathroom/toilet, single garage and double carport. The property has a swimming pool, and is fenced with timber fencing and a timber gate, and has a tarmac driveway.

3. The town planning zoning of the property is: Special residential.

The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Pinetown, at No 2 Samkit Centre, 62 Caversham Road, Pinetown, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on 9th February 2001.

Venn, Nemeth & Hart Inc, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Tel. R. Stuart-Hill/26E0268/00.)

Case No. 7333/00

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
DANIEL VUKA ARTHUR MASUKU, ID. 5002075585084, 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 4th April 2001 at 10:00 at the front room of the Magistrate's Court, Newcastle, to the highest bidder for cash, namely:

A certain Site F16, Madadeni.

The property is improved, but nothing is guaranteed.

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

The conditions are mainly the following:

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

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

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

Case No. 6847/2000

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Execution Creditor, and
ROBERT PHIWANKOSI MBATHA, Execution Debtor**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 8 December 2000, Unit No. 1023, Unit D, Osizweni, Registration Division HT, in the Newcastle Transitional Council Area, Province of KwaZulu-Natal, 600 (six hundred) square metres will be sold in execution on 28 March 2001 at 10:00 at the front entrance of the Newcastle Magistrate's Court, Newcastle:

The property is improved but nothing is guaranteed.

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

The conditions are mainly the following:

- (1) The purchase price shall be paid in cash or by a bank guaranteed cheque immediately after conclusion of the auction, unless otherwise agreed with the Judgment Creditor on the date of sale.
- (2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle this 15 day of January 2001.

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

Case No. 7409/2000

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and GLENN ALEXANDER SWART, First Defendant, and LEE-ANNE SWART, Second Defendant

In terms of a judgment of the above Honourable Court dated the 10th October 2000, as sale in execution will be held on Wednesday, the 4 April 2001 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, at 10h00, to the highest bidder without reserve:

Remainder of Portion 3 of Erf 11, Atholl Heights, Registration Division FT, situate in the Inner West City Council Area, Province of KwaZulu-Natal, in extent one thousand eight hundred and seventy eight (1 878) square metres, held under Deed of Transfer No. T6290/1997.

Physical address: 2 Methven Road, Westville.

The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining room, 3 bedrooms, bathroom and toilet, laundry, kitchen, garage, servants' quarters, shower (the nature, extent, conditions 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 Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 20 February 2001.

D H Botha, for Straus Daly Inc, Attorneys, 21 Aliwal Street, 1st Floor. (Ref. Mrs Radford/mg/S0026/504.)

Case No. 8746/00

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and SIVALINGHAM CHENGAPPA NAIDOO, First Defendant, CHINAMAH NAIDOO, Second Defendant, SIVALINGAM PRAGALATHAN NAIDOO, Third Defendant, and LUXMI NAIDOO, Four Defendant

In terms of a judgment of the above Honourable Court dated the 8 January 2001 a sale in execution will be held on 2 April 2001 at 09h00 at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Erf 4657, Tongaat (Extension 31), Registration Division FU, situate in the North Local Council Area, Province of KwaZulu-Natal, in extent 503 (five hundred and three) square metres, held under Deed of Transfer No. T24050/1986 on the 25 November 1986.

Physical address: 145 Genazzano Road, Seatides Tongaat.

The following information is furnished but not guaranteed: A single storey brick under tile dwelling comprising of 4 bedrooms (carpeted, 2 with built-in-cupboards, 2 with en-suites), 2 lounges (one tiled, one carpeted), diningroom (tiled), kitchen (tiled with built-in-cupboards, hob, eye level oven), toilet (tiled), bathroom (tiled, tub & basin), single manual garage, iron manual gates, tarred driveway, block fencing & burglar guards.

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

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

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

Dated at Durban this 19th day of February 2001.

D H Botha, for Straus Daly Inc, Attorneys, 21 Aliwal Street, 1st Floor. (Ref. Mrs Van Huyssteen/S0026/519/MM.)

Case No. 35104/99
PH 308IN THE HIGH COURT OF SOUTH AFRICA
(Transvaal Provincial Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
NOBUHLE MOIRA LEE, ID No. 6103290611082, Defendant**

In pursuance of a judgment granted on 4 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 2 April 2001 at 09:00 by the Sheriff of the High Court, Inanda District Two, at the front entrance of the Magistrate's Court, Moss Street, Verulam to the highest bidder:

Description:

(i) Section 52 as shown and more fully described on Sectional Plan SS252/91, in the scheme known as Spring Glade, in respect of the land and building or buildings situated at Erf 2295, La Lucia Township, Local Authority Umhlanga Local Council of which section the floor area, according to the said sectional plan, is 179 (one hundred and seventy-nine) square metres in extent; and

(ii) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST298/99, in extent measuring 179 (one hundred and seventy-nine) square metres.

Street address: Known as 502 Spring Glade, 55 Marine Drive, La Lucia.

Zoned: Special Residential.

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

The improvements on the property consist of the following:

Main dwelling, single storey, comprising inter alia of: Entrance hall, lounge, three bedrooms, two bathrooms, two wash chambers, kitchen, shower and balcony. *Outbuildings comprising of:* Two garages and two parking bays, held by the Defendant in her name under Deed of Transfer ST298/99.

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

Dated at Pretoria on this 19th day of February 2001.

Newtons, Plaintiff's Attorneys, 16th Floor, Volkskas Centre, 230 Van der Walt Street, Pretoria. [Tel. (012) 320-6868/ Fax (012) 320-6892.] (Ref. I00328/S. Smit/jm.)

Case No. 5818/99

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)**In the matter between ABSA BANK LIMITED, Plaintiff, and THEMBA TSHUTSHA, First Defendant, and
JABULILE NTOMBIKAYISE REJOICE TSHUTSHA, Second Defendant**

In terms of a judgment of the above Honourable Court dated 12 August 1999 a sale in execution will be held on Friday, 30 March 2001 at 10:00 at the front entrance of the Magistrate's Court Building, at King Shaka Street, kwaDukuza-Stanger, to the highest bidder without reserve:

Erf 7071, Tongaat Extension 45, Registration Division FU, situated in the North Local Council Area, Province of KwaZulu-Natal, in extent three hundred and sixty-seven (367) square metres, held under Deed of Transfer T30654/1998.

Physical address: 37 Mthembu Avenue, Tongaat.

The following information is furnished but not guaranteed: Block under asbestos building consisting of kitchen, lounge, two bedrooms, bathroom, toilet and verandah (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 20th day of February 2001.

D. H. Botha, for Strauss Daly Inc., Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Radford/mg/A0038/1291.)

Case No. 7403/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and ROBIN GRANT PIETERSE, Defendant

In terms of a judgment of the above Honourable Court dated 9 October 1999 a sale in execution will be held on Thursday, 5 April 2001 at 12:00 at the steps of the High Court, Masonic Grove, Durban, to the highest bidder without reserve:

Remainder of Erf 622, Duiker Fontein, Registration Division FU, in the Durban-Metro North Central Area, Province of KwaZulu-Natal, in extent nine hundred and twenty-nine (929) square metres, held by Deed of Transfer T16716/1997.

Physical address: 215 Eastview Road, Durban North.

The following information is furnished but not guaranteed: Brick under tile dwelling consisting of lounge/dining-room, three bedrooms, kitchen (fitted), bathroom, separate toilet and outbuilding: Single garage, utility room, toilet and shower (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court at Durban North, 15 Milne Street, Durban.

Dated at Durban this 20th day of February 2001.

D. H. Botha, for Strauss Daly Inc., Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Radford/mg/A0038/958)

Case No. 8380/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and THOKOZANI NICHOLUS ZIKHALI, Defendant

In terms of a judgment of the above Honourable Court dated 7 December 2000 a sale in execution will be held on 30 March 2001 at 10:00 at the front entrance of the Magistrate's Court Building, at King Shaka Street, kwaDukuza/Stanger, to the highest bidder without reserve:

Erf 269, Nkwazi, Registration Division FU, in the Nkwazi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 294 (two hundred and ninety-four) square metres, held under Deed of Transfer T55205/99 on 16 November 1999.

Physical address: 166 Mynah Road, Darnall.

Improvements:

The following information is furnished but not guaranteed: A brick under asbestos dwelling comprising of toilet/shower, kitchen, three bedrooms, verandah, lounge and carport (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.

The conditions of sale can be inspected at the Sheriff's Office, 116 King Shaka Street, Stanger.

Dated at Durban this 20th day of February 2001.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Radford/A0038/1539/MM.)

Case No. 6491/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and SOOBERMONEY GOVENDER, First Defendant, and RUBY GOVENDER, Second Defendant

In terms of a judgment of the above Honourable Court dated 17 September 1998 a sale in execution will be held on Friday, 30 March 2001 at 10:00 at the front entrance of the Magistrate's Court Building, at King Shaka Street, kwaDukuza/Stanger, to the highest bidder without reserve:

Erf 1822, Stanger Extension 19, Registration Division FU, situated in KwaDukuza–Stanger Transitional Local Council Area, Province of KwaZulu-Natal, in extent 967 square metres, held under Deed of Transfer T2025/1983 on 1 February 1983.

Physical address: 54 Zinnia Street, Stanger Manor, Stanger.

Improvements:

The following information is furnished but not guaranteed: A brick under tile dwelling consisting of three bedrooms, lounge (carpeted), dining-room (carpeted), kitchen, toilet, bathroom and a verandah (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, 116 King Shaka Street, Stanger.

Dated at Durban this 20th day of February 2001.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Radford/mg/A0187/264.)

Case No. 1897/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between MERCANTILE BANK LIMITED, Plaintiff, and BONGINKOSI LAWRENCE NGUBANE, First Defendant, and NOMAZIZI NGUBANE

Pursuant to an order of the High Court of South Africa (Natal Provincial Division), Pietermaritzburg, and writ of execution dated the 30th day of July 1999, the following property will be sold by public auction to the highest bidder on the 29th day of March 2001, at 8th Floor, Maritime House, Salmon Grove No. 1, Durban, at 10h00, namely:

Erf 1270, Amanzimtoti (Extension No. 3), Registration Division ET, situated in the Durban Metro-South Central City Council Area, Province of KwaZulu-Natal, in extent two thousand and five (2005) square metres, held by Deed of Transfer No. T.23454/1997 subject to the conditions therein contained situated at 20 Booth Road, Athlone Park, Amanzimtoti.

With the following improvements (nothing guaranteed):

Main house: Brick under tiled roof, 3 bedrooms (one en-suite with basin, shower en toilet), bathroom with bath, basin, toilet, TV-room, lounge (tiled floor), dining-room (tiled floor) and kitchen with fitted cupboards (tiled floor). *Outbuildings:* Garage attached to house, servants' quarters attached to garage with room and toilet/shower, swimming-pool and fully fenced property.

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, 50 St Georges Street, Lejaton Building, Durban or at the offices of the Plaintiff's Attorneys, Pietermaritzburg.

Berlowitz Cross & Associates, c/o Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg, 3200. (Ref. MRL/vd/M406B.)

Case No. 11400/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
MOSES ANDREW, Defendant**

In pursuance of judgment granted on 9 November 2000 in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 March 2001 at 10h00, the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description:

(a) A unit consisting of section 3, as shown and more fully described on Sectional Plan SS563/1997, in the scheme known as Independence Square No. 9, in respect of the land and building or buildings situated in Mount Moriah, Durban, of which section the floor area according to the sectional plan is twenty six (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 the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST32121/1999.

Physical address: Unit No./Flat 3, 9 Independence Square, Mount Moriah.

Improvements: A sectional title bachelor flat block of flats situated in a three storey block/plaster under concrete tile (27 m²) consisting of: Bedroom, kitchen, bathroom, municipal electricity, water supply and sanitation: Local Authority.

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

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

2. The purchaser, except where the purchaser is the Execution Creditor, shall pay a deposit of ten per cent of the purchase price immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, Strauss Daly Incorporated, 21 Aliwal Street, Durban, to be furnished to the Sheriff for the Magistrate's Court within 14 days of the date of the sale.

The full conditions may be inspected at the offices of the Sheriff, Verulam Area 1, 1st Floor, 12 Groom Street, Verulam, or at the offices of Strauss Daly Inc.

Dated at Durban this 20th day of February 2001.

S M Ntsibande, for Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street, Durban. (Ref. Mrs Jarrett/KFC3/616/ma.)

Case No. 8522/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
DAVID HORRACE GREGORY BELCHER, First Defendant, and GERTRUDE BELCHER, Second Defendant**

In terms of a judgment of the above Honourable Court, a sale in execution will be held at Maritime House, 8th Floor, 1 Salmon Grove, Durban, at 10:00 on Thursday, the 29th March 2001, to the highest bidder without reserve:

Portion 5 of Erf 749, Sea View, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 1 156 (one thousand one hundred and fifty six) square metres, held under Deed of Transfer T34064/97.

Physical address: 127 Roberts Grove, Sea View, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey brick under plaster roof dwelling comprising of lounge, 3 bedrooms (with built-in-cupboards), toilet, bathroom and kitchen. Outbuildings comprise of garage, servants' quarters and shower/toilet.

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

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

2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Maritime House, 8th Floor, 1 Salmon Grove, Durban.

Dated at Durban this 15th day of February 2001.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.17458/Sandra.)

Case No. 7112/00

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and
CHARLES RESNIK, Defendant**

In terms of a judgment of the above Honourable Court, a sale in execution will be held at 8th Floor, Maritime House, 1 Salmon Grove, Durban at 10:00, on Thursday the 29th March 2001 to the highest bidder without reserve:

Portion 2 (of 1), of Erf 811, Sea View, Registration Division FT, situated in the City of Durban, Province of KwaZulu-Natal, in extent 962 (nine hundred and sixty two) square metres, held under Deed of Transfer T5438/00.

Physical address: 115 Anleno Road, Sea View, Natal.

Zoning: Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising 3 bedrooms, 2 living rooms, 2 bathrooms and kitchen. Outbuildings comprise 3 garages, bathroom and servants' quarters.

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

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

2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Maritime House, 8th Floor, 1 Salmon Grove, Durban, Natal.

Dated at Durban this 15th day of February 2001.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.17267/Dorette.)

Case No. 3403/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between LAND- EN LANDBOUBANK VAN SUID-AFRIKA, Execution Creditor, and
STEPHANUS DE WET MARITZ SCHOEMAN, Execution Debtor**

Pursuant to a judgment of the High Court of South Africa (Natal Provincial Division), on the 5th day of January 2001 against the Execution Debtor and an attachment in execution completed on the 24th day of January 2001, the properties referred to below will be sold at the farm Klipspruit, Utrecht, at 10:00, on Monday, 23rd April 2001:

(i) Subdivision 6, of the farm Klipspruit 178, situated in the Administrative District of Utrecht, Province of KwaZulu-Natal, in extent 526,5687 hectares;

(ii) Subdivision 9, of the farm Klipspruit 178, situated in the Administrative District of Utrecht, Province of KwaZulu-Natal, in extent 243,6877 hectares;

(iii) The farm Margin 420, situated in the Administrative District of Utrecht, Province of KwaZulu-Natal, in extent 54,8071 hectares, both properties held in terms of Deed of Transfer T24755/1980 and bonded to the Land- en Landboubank van Suid-Afrika, Bond No. B22718/1996.

These properties consist of vacant land, with the exception of Subdivision 7 of the farm Klipspruit 178 which is improved with a homestead and community hall with kitchens and ablution facilities used for the holding of functions.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 68 Sutherland Street, Newcastle.

The conditions are mainly (1) The property shall be sold by the Sheriff of the High Court by public auction to the highest bidder for cash, but such sale shall be subject to confirmation within 10 days by the Execution Creditor or its attorneys and (2) The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the unpaid balance of the purchase price together with interest at the rate of 14,5% per annum from the date of sale to the date of registration of transfer shall be paid or secured by a bank guarantee within 14 days after date of sale.

Dated at Vryheid this 13th day of February 2001.

GJ Vonkeman Attorneys, Attorneys for Execution Creditor, 211 Mark Street (P.O. Box 2282), Vryheid, 3100. [Tel. (034) 980-7545.] [Fax (034) 980-7547.] (Ref. 01 L020 016.)

Case No. 958/99

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

**In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and
ZAHID EBRAHIM VAWDA, Defendant**

In terms of a judgment of the above Honourable Court a sale in execution will be held on the steps of the High Court, Masonic Grove, Durban, at 12:00, on Thursday, the 29th March 2001 to the highest bidder without reserve:

An exclusive use area described as Parking Bay area described as P8, measuring 13 (thirteen) square metres, being as such part of the common property, comprising the land and the scheme known as "SHAAD MANZIL" in respect of the land and building or buildings situated at Durban, in the City of Durban, as shown and more fully described on Sectional Plan SS15/94, held under Deed of Transfer SK1597/94.

Physical address: 7 Shaad Manzil, 578 Brickfield Road, Overport, Durban.

Zoning: Residential.

The property consists of the following: Parking bay only.

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

1. The sale shall be subject to the terms and conditions of sale of the High Court Act and the Rules made thereunder.
2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban North, 15 Milne Street, Durban, Natal.

Dated at Durban this 12th day of February 2001.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.14736/Dorette.)

Case No. 7442/00

IN THE MAGISTRATE OF NEWCASTLE HELD AT NEWCASTLE

In the matter between NEWCASTLE LOCAL COUNCIL, Plaintiff, and MUZIWAKHE THAMSANQA DLADLA, 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 4th April 2001 at 10:00 at the front room of the Magistrate's Court, Newcastle, namely:

Unit 5133 Osizweni A.

The improvements on property is unknown.

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

The conditions are mainly the following:

1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the execution creditor or it's attorneys.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 18% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the execution creditor's attorneys and to be furnished within fourteen days after the date of sale.

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

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

Case No. 2290/2000

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

**In the matter between BOE BANK LIMITED (formerly known as NBS BOLAND BANK LTD), Plaintiff, and
YESSIMA NIZAMUDEEN SHAIK, First Defendant, and NAZIMUDEEN SHAIK, Second Defendant**

In pursuance of a judgement granted on the 17th of May 2000, in the High Court of South Africa (Durban and Coast Local Division), the following immovable property belonging to the First Defendant, will be sold in execution on the 28th of March 2001 at 10.00 a.m. at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Property description: Remainder of Erf 2548, Reservoir Hills (Extension 7), Registration Division FT, situate in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 654 (six hundred and fifty four) square metres, held under Deed of Transfer Number T7525/97 dated the 19 March 1997.

Physical address: 144 Whittaker Avenue, Reservoir Hills.

Improvements: The property is a single storey house with basement comprising of lounge, diningroom, kitchen, 3 bedrooms, bathroom, toilet, enclosed porch with basement comprising of 2 rooms, toilet and a shower.

Other improvements: Carport, retaining walls, steps, drive, paving, alarm.

Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Pinetown at No 2 Samkit Centre, 62 Caversham Road, Pinetown and at the offices of Thorpe & Hands Incorporated, Suite 2522, 320 West Street, Durban, during normal office hours.

Dated at Durban this 13th day of February 2001.

Thorpe & Hands, Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref. Mr K Walker/pi/08/N359/531.)

Case No. 2522/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Cost Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and IAN SCOTT, First Defendant, and
BERYL FLORENCE SCOTT, Second Defendant**

In execution of a judgment granted by the above Honourable Court dated on the 22nd August 1999 in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Pinetown at 10h00 at the front entrance to the Magistrate's Court, 2 Chancery Lane, Pinetown, on 28th March 2001 to the highest bidder without reserve, namely:

Formerly described as: Portion 5 of Erf 179, Crestview, Registration Division FT, situate in the Waterfall Entity and in the Port Natal-Ebhodwe Joint Services Board Area, Province of KwaZulu-Natal, in extent 4 064 square metres and held by the Defendants under Deed of Transfer T8192/98, now described as Portion 5 of Erf 179, Crestview, Registration Division FT, situate in the Outer West Local Council Area, Province of KwaZulu-Natal, in extent 4 064 square metres.

Which property is physically situate at 22 Valley Road, Waterfall, KwaZulu-Natal and which property is held by the abovenamed Defendants under and by virtue of Deed of Transfer No. T8192/98 dated 3rd April 1998.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of: a Brick under tile dwelling comprising of entrance hall, lounge, diningroom, kitchen, 3 bedrooms (built-in-cupboards, en-suite, bathroom, toilet, double garage, cottage, swimming pool, tarmac driveway. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold "voetstoots").

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban this 22nd day of February 2001.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (D C Gardyne/RD/GAL4155.)

Case No. 8157/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and VAYA ALOIS SIBIYA N.O., First Defendant, and
VAYA ALOIS SIBIYA N.O., Second Defendant**

In execution of a judgment granted by the above Honourable Court dated on the 9th March 2000 in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Umlazi at 10h00 at the south entrance to the Magistrate's Court, Umlazi, on 28th March 2001 to the highest bidder without reserve, namely:

Formerly described as: Ownership Unit No. 423, Umlazi U, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 383 square metres, now described as Erf 423, Umlazi U, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 383 square metres held under Deed of Grant No. TG176/84.

Which property is physically situate at U423, Umlazi Township, KwaZulu-Natal and which property is held by the Late Michael Mandla Sibiyi and Sylvia Lindiwe Sibiyi and by virtue of Deed of Grant No. TG176/84.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under asbestos roof dwelling comprising of 2 bedrooms, diningroom, kitchen, bathroom, toilet. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold "voetstoots").

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Umlazi, V0130, Room 4, Umlazi and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban this 22nd day of February 2001:

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban.
(D C Gardyne/RD/GAL4642.)

Case No. 8050/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and DHIRAJ NUNKISSWAR MAHILALL, First Defendant, and ANGLIE DEVI MAHILALL, Second Defendant

In execution of a judgment granted by the above Honourable Court dated on the 2nd October 1998 in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Chatsworth at 10h00 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on 27th March 2001, to the highest bidder without reserve, namely:

Formerly described as: Sub 398 of Lot 85, Chatsworth, situate in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 961 square metres and held by the Defendants under Deed of Transfer T29727/95, now described as Portion 398 of Erf 85, Chatsworth, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 961 square metres, which property is physically situate at 2 Sunkist Road, Silverglen, Chatsworth/15 Oceanview Avenue, Chatsworth, KwaZulu-Natal and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. T29727/95 dated 8th September 1995.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of: Brick under tile/asbestos roof dwelling comprising of entrance hall, lounge, diningroom, kitchen, toilet, bathroom, toilet/bathroom, family room, pantry, scullery, laundry room. *Outbuildings:* Double garage, room, toilet with shower, kitchen. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold "voetstoots").

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Chatsworth, 7 Highway Place, Mobeni Heights, Chatsworth and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban this 22nd day of February 2001.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban.
(D C Gardyne/RD/GAL3783.)

Case No. 7675/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and THEMBINKOSI GOODHOPE SHANDU, Defendant

In pursuance of a judgment granted on 16/08/2000, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 30/03/2001 at 10 am at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Erf 357, Inanda Glebe, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent six hundred and twelve (612) square metres.

Postal address: 357 Inanda Glebe.

Improvements: Plastered block under concrete tile roof dwelling comprising two bedrooms, dining room, bathroom, water and lights facilities.

Held by the Defendant in his name in terms of a Certificate of Registered Grant of Leasehold TL501/1991.

1. The sale shall be subject to the terms and conditions of the Magistrates' Court Act and the rules made thereunder.
 2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
 3. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
 4. Transfer shall be effected by the Plaintiff, or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
- The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 1st Floor, 12 Groom Street, Verulam.

Dated at Umhlanga Rocks this 23 February 2001.

M A Callaghan, for Gavin Gow & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks.

Case No. 74576/99

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

In the matter between McCARTHY RETAIL LIMITED, t/a BUDGET RENT A CAR, Judgment Creditor, and IQBAL ABOOBAKER, Judgment Debtor

1. In pursuance of a judgment in the above Court on the 3rd day of March 2000 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, the 23rd day of March 2001 at 10h00 at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

2. *Description:* Erf 699, Avoca Hills, Registration Division FU, situate in the Durban Entity, Province of KwaZulu-Natal, in extent six hundred and thirty (630) square metres, and held by the Defendant under Deed of Transfer No. T26588/1992 and subject to the conditions of title contained therein.

3. *Improvements:* Face brick under tile dwelling comprising of lounge, diningroom, kitchen & three bedrooms (one bedroom with en-suite) water & lights facilities.

Physical address: 222 Avoca Hills Drive, Avoca Hills, Durban. Nothing is guaranteed in the above respect.

3.1 The above sale shall be subject to the terms and conditions of the rules of the above Honourable Court.

3.2 The area in which the property is situated is zoned Residential.

4. *Terms:*

4.1 (10%) of purchase price to be paid in cash immediately after the sale.

4.2 The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within 21 (twenty one) days after the date of sale.

4.3 The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 14,50% p.a. from date of sale to date of registration of transfer, and to the bondholder at the prescribed rate of interest as set out in the conditions of sale.

4.4 Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.

4.5 The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, 1st Floor, 12 Groom Street, Verulam.

John Hudson & Company, Execution Creditor's Attorneys, 303 Florida Road, Morningside, Durban. (Ref: Mr Lewis/RG/04/B026011.)

Case No: 012186/99

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

In the matter between THE COLLECTOR OF RATES, Execution Creditor, and A BUTCHER, 1st Execution Debtor, and A BUTCHER, 2nd Execution Debtor

The following immovable property will be sold voetstoots in execution to the highest bidder at 8th Floor, Maritime House, cnr Salmon Grove and Victoria Embankment, Durban, on Thursday, the 29th day of March 2001 at 10h00.

Property description: Erf 241, Illovo Beach (Ext 2), Registration Division ET, situate in the South Local Council Area, Province of KwaZulu-Natal, in extent (1 052) one thousand and fifty two square metres, held by them under and by virtue of Deed of Transfer No. T6547/1989, on the 21st March 1989.

Physical address: 22 Vista Road, Illovo Beach.

Improvements: Dwelling house consisting of brick and tile house consisting of 3 bedrooms, lounge and dining room combined, kitchen, full bathroom, outbuilding, garage, servant's quarters with toilet and shower, fully fenced.

Nothing in this regard is guaranteed.

Material terms: 10% deposit balance guaranteed within 14 days of sale. The full conditions can be inspected at the offices of the Sheriff, Durban South, at 1st Floor, 101 Lejaton Building, 40 St George's Street, Durban.

Brogan & Olive, Attorney for Execution Creditor, 7 Ibis Lane, Amanzimtoti. [Tel: (031) 903-5435.]

Case No. 2182/2000

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

**In the matter between BOE BANK LIMITED, Execution Creditor, and RODERICK SCHRODER,
First Execution Debtor, and BEVERLY-ANN SCHRODER, Second Execution Debtor**

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 18 May 2000, the property listed hereunder will be sold in execution on 4 April 2001 at 10H00 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Erf 22, Waterfall (Extension No. 1), Registration Division FT, situate in the Outer West Local Council Area, Province of KwaZulu-Natal, in extent 1 860 (one thousand eight hundred and sixty) square metres.

Postal Address: 37 Nzinga Drive, Waterfall, KwaZulu-Natal.

Town-planning zoning: Special Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey face brick and tile dwelling consisting of lounge, kitchen, 2 bedrooms, bathroom, shower, w.c., fitted carpets, novilon flooring and gates.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 26th day of February 2001.

King & Associates Incorporated, Attorney for Execution Creditor, 4th Floor, NBS Centre, Hill Street, Pinetown. (Tel: 701-1561.) (Ref: Mr Jenkins/dpr/02/N012/986.)

Case No. 14460/2000

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

In the matter between THE COLLECTOR OF RATES, Execution Creditor, and NADARAH THANGAVELU, First Execution Debtor, ARUMUGAM, Second Execution Debtor, LUTCHMAMMA, Third Execution Debtor, SELVERANI, Fourth Execution Debtor, GANAS CHINSAMY, Fifth Execution Debtor, SURIAGANTHEE SURIANTHEE, Sixth Execution Debtor, JEEVARUTHNAM PILLAY, Seventh Execution Debtor, SALOME GNANAM, Eighth Execution Debtor, PATHMANATHA, Ninth Execution Debtor, SIGAGAMIAMMAL, 10th Execution Debtor, KISTEN KISTEN, 11th Execution Debtor, MEENATHCHI KISTEN, 12th Execution Debtor, DORASAMY RAJAH, 13th Execution Debtor, RAMAMONI RAJAH, 14th Execution Debtor, NADARAJ THANGAVELU, 15th Execution Debtor, MOONSAMY, 16th Execution Debtor, PANJALAI, 17th Execution Debtor, MOORGAS PILLAY, 18th Execution Debtor, GLADES PILLAY, 19th Execution Debtor, ELLAMA, 20th Execution Debtor, THANGAVELU MAHALINGUM PILLAY, 21st Execution Debtor

The following immovable property will be sold voetstoots in execution to the highest bidder at Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban, on Thursday, 29 March 2001 at 10:00:

Property description: Erf 44, Parukville, Registration Division FT, situated in the South Local Council Area, Province of KwaZulu-Natal, in extent nine hundred and fifty-six (956) square metres.

Transferees 1, 9, 10, 11 and 12 have equal (0,31088) shares and under and by virtue of Deed of Transfer T2164/1986 on 7 February 1986 and Transferees 2, 3, 4, 5, 6, 7 and 8 have equal (0,31087) shares, under and by virtue of Deed of Transfers T2164/1986. Transferee 13 holds a (0,626951) share held under Deed of Transfer T2165/1986 on 7 February 1986.

Physical address: 35 Inwabi Road, Parukville, Isipingo Rail.

Improvements: Dwelling house consisting of single storey house, tiled roof, brick walls, two bedrooms, bathroom, bath, basin, toilet, kitchen, tiled fitted cupboards, lounge, carpeted, dining-room, laundry room and outbuilding, room, bathroom, shower and toilet, partly fenced concrete and wire.

Nothing in this regard is guaranteed.

Material terms: 10% deposit balance guaranteed within 14 days of sale. The full conditions can be inspected at the offices of the Sheriff, Durban South, at First Floor, 101 Lejaton Building, 40 St George's Street, Durban.

Brogan & Olive, Attorney for Execution Creditor, 7 Ibis Lane, Amanzimtoti. [Tel. (031) 903-5435.]

Case No. 8803/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and RONNIE PARKER, First Defendant, and
VERONICA LORRAINE, Second Defendant**

The following property will be sold in execution on 29 March 2001 at 10:00 at Eighth Floor, Maritime House, No. 1 Salmon Grove, Durban by the Sheriff of the High Court, Durban South to the highest bidder:

Description: Erf 256, Austerville, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent one hundred and eighty-six (186) square metres, held under Deed of Transfer T15791/1995.

Physical address: 122 Woodville Road, Wentworth, Durban.

The following information is furnished but not guaranteed:

Improvements: Single storey brick house under tiled roof consisting of bedroom, toilet (outside), bathroom and toilet (outside), lounge (floor cemented), kitchen (floor cemented) and property is partly fenced.

The sale shall be subject to the terms and conditions of the High Court and the Rules made thereunder and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of sale may be inspected at the office of the Sheriff, Durban South at 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 20th day of February 2001.

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

Case No. 81187/98

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

In the matter between THE COLLECTOR OF RATES, Execution Creditor, and E. S. SHINGA, Execution Debtor

The following immovable property will be sold voetstoots in execution to the highest bidder at Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban, on Thursday, 29 March 2001 at 10:00:

Property description: Erf 2070, Isipingo Extension 14, Registration Division FT, situated in the South Local Council Area, Province of KwaZulu-Natal, in extent nine hundred and forty-seven (947) square metres, held by him under and by virtue of Deed of Transfer T8813/1992 on 7 April 1992.

Physical address: 132 Flamboyant Drive, Isipingo Hills.

Improvements: Dwelling house consisting of single-storey house tiled roof, brick walls, kitchen, fitted cupboards, tiled floor, lounge tiled, dining-room tiled, three bedrooms, one bathroom bath basin tiled, one toilet tiled, outbuilding, separate from the main house, double garage, two rooms, bathroom, bath basin toilet, kitchen, fully fenced, concrete walls and w fenced. Nothing in this regard is guaranteed.

Material terms: 10% deposit balance guaranteed within 14 days of sale. The full conditions can be inspected at the offices of the Sheriff, Durban South at First Floor, 101 Lejaton Building, 40 St George's Street, Durban.

Brogan & Olive, Attorney for Executive Creditor, 7 Ibis Lane, Amanzimtoti. [Tel. (031) 903-5435.]

Case No. 6294/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**BOE BANK LIMITED, versus KANNAMMA MAISTRY and AMBIGAVADIE DICKSON and
ELVIS LENNIN DEVASAGAIM DICKSON**

The following property will be sold voetstoots in execution at the steps of the High Court, Masonic Grove, Durban, on 29th March 2001 at 12H00.

Portion 303, of the farm Sydenham No. 14101, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 631 square metres.

Postal address: 37 Dunrobin Crescent, Asherville.

Improvements: A brick under tile roof house consisting of: Open plan lounge/dining-room (floor carpeted), kitchen (floor tiled/walls semi tiled), 3 bedrooms (with built in cupboards and floor carpeted), toilet (fully tiled), bathroom (with built in cupboards and floor carpeted), toilet (fully tiled), bathroom (with bath, wash basin, shower—fully tiled), passage way (carpeted), verandah (with steel railings, floor tiled). Door and windows as burglar guards. *Outbuildings:* 2 bedrooms, kitchen (floor tiled, walls semi tiled), toilet (floor carpet tiles, walls semi tiled), bathroom with shower (floor tiled, walls semi tiled). Back yard and driveway—tarmac.

The property is fenced with brick walls and steel gates.

Material terms: 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriff's Office, 15 Milne Street, Durban, or Meumann White.

Dated at Berea this 19th day of February 2001.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefields House, 150 Essenwood Road, Berea.
(Ref. MCD/VDG/LG/065307.)

Case No. 6934/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: Mr R. K. STORE N.O., in his capacity as Curator of FBC FIDELITY BANK LIMITED, Execution Creditor, and PRAMANANTHAN PATHER, N.O., Execution Debtor

In pursuance of a judgment granted on the 15th day of September 2000, in the High Court of South Africa (Durban and Coast Local Division), in this matter and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Monday, the 2nd day of April 2001 at 9h00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder, without reserve:

Description: Remainder of Portion 22 (of 2) of Erf 89, Ottawa, Registration Division FU, situated in the (formerly Northern Transitional Metropolitan Substructure Council Area and in the Durban Metro Water Areas), now in extent 1 186 square metres, held by Deed of Transfer T30672/98.

Improvements: 4 bedrooms, lounge, kitchen, bathroom and separate and bathroom.

Physical address: 8 Munn Road, Ottawa, Natal.

Town Planning: Zoning: Residential.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the High Court and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% of the purchase price in cash, plus the Verulam, Inanda Area 2, Sheriff's commission and value added tax immediately after the conclusion of the sale, the balance against transfer to be secured by a bank or a building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Verulam, Inanda Area 2 within 21 (twenty one) days after the date of the sale.
3. The property shall be sold as it stands.
4. The full conditions may be inspected at the offices of the Sheriff, Verulam, Inanda Area 2, at 1 Trevennen Road, Lotusville, Verulam or at our offices.

Dated at Durban this 21st day of February 2001.

Legator McKenna Incorporated, Execution Creditor's Attorney, 21st Floor, Eagle Building, 357 West Street, Durban, 4001.
(Ref. Mrs de Lange/AG2/D65.)

Case No. 3576/2000

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

In the matter between: Mr R. K. STORE N.O., in his capacity as Curator of FBC FIDELITY BANK LIMITED, Execution Creditor, and RASHIDA BEE BEE AZIZ, Execution Debtor

The following property shall be sold in execution on Monday, the 2nd day of April 2001 at 9h00 at front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder, without reserve:

Description: Portion 2 of the Farm Barnes No. 15393, Registration Division FU, situated in the Province of KwaZulu-Natal, in extent 11,2289 hectares, held by Deed of Transfer T6281/98.

Improvements: Double storey brick under tile dwelling comprising of: *Upstairs:* 2 bedrooms (tiled and bic). *Downstairs:* Main bedroom (tiled), 2 bedrooms (tiled), lounge (tiled), dining-room (tiled), kitchen (tiled and bic), toilet, bathroom, double manual garage, iron manual gates and 3 air conditioning units, brick under tin consisting of 6 rooms, toilet, bathroom, brick under tin shed, brick under tile room, brick under tin room, board under tin compound comprising of 6 rooms, farm comprising approximately 70 mango trees and many vegetables.

Physical address: Lot 2 of the farm Barnes, Verulam, KwaZulu-Natal.

Nothing is guaranteed in these respects.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 1.2 The property shall be sold without reserve and to the highest bidder.
- 1.3 If any dispute arises about any bid, the property may, in the discretion of the Sheriff or the Auctioneer, again be put up for auction, and his discretion as to the final bidder shall under all circumstances be final.
2. If the Sheriff or Auctioneer makes any mistake in selling, such mistake shall not be binding upon either party, but shall be rectified.
- 2.1 If the Sheriff or the Auctioneer suspects that a bidder is unable to pay either the deposit referred to in Condition 6, or the balance of the purchase price, he may refuse to accept the bid of such bidder or accept it provisionally until the bidder shall have satisfied him that he is in a position to pay both such amounts. On the refusal of a bid under such circumstances, the property may immediately be again put up for auction.

2.2 The Plaintiff, as Execution Creditor, may at any stage, prior to signature hereof, withdraw the property from the auction in which event no claim shall be made against the Plaintiff, its Attorneys or the Sheriff by any person affected by such withdrawal.

2.3 The purchaser shall, immediately after the sale, sign these Conditions of sale after being requested by the Sheriff or Auctioneer to do so and if he has bought in a representative capacity, state the name and address of his principal and exhibit his written authority. If no such authority be exhibited, the highest bidder himself shall be regarded as the purchaser.

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

Dated at Durban this 21st day of February 2001.

Legator McKenna Incorporated, Execution Creditor's Attorney, 21st Floor, Eagle Building, 357 West Street, Durban, 4001.
(Ref. Mrs de Lange/AG2/D69.)

Case No. 3139/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and GODFREY ELVIS BOWERS, First Defendant, and COLEEN BOWERS, Second Defendant

In terms of a judgment of the above Honourable Court dated 4 December 2000 a sale in execution will be held on 5 April 2001 at 10:00 at Eighth Floor, Maritime House, No. 1 Salmon Grove, Durban, to the highest bidder without reserve:

Erf 497, Austerville, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent 260 (two hundred and sixty) square metres, held under Deed of Transfer T22173/1996.

Physical address: 213 Croton Road, Austerville.

Improvements: The following information is furnished but not guaranteed: A single storey house with face brick walls under tiled roof. Main house: Two bedrooms, bathroom consisting of bath, basin and toilet (cement floor), lounge (tiled), kitchen with fitted cupboards (floor lino) (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 21st day of February 2001.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Van Huyssteen/ N0183/824/MM.)

Case No. 288/2000

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

**In the matter between ABSA BANK LIMITED, Execution Creditor, and
WINNIE DELISIWE BUTHELEZI, Execution Debtor**

Pursuant to a warrant of execution dated 24 January 2001 the following property will be sold in execution by the Sheriff of the Court, Estcourt, KwaZulu-Natal, on Thursday, 29 March 2001 at 11:00, in front of the Magistrate's Court, Albert Street, Estcourt, to the highest bidder without reserve:

Portion 2 of Erf 1115, Estcourt, Registration Division FS, in the Estcourt/Wembezi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 2 367 square metres, situated at 4 Canon Rodgers Road, Estcourt, held under Deed of Transfer T11243/1996.

The following information is given about the immovable property but is not guaranteed.

Improvements: One brick house under corrugated iron roof consisting of three bedrooms, one with en-suite, one kitchen, one study, one TV room, one dining-room, one lounge, double garage (attached to house). Build enclosed with face brick wall and remote control gate.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The purchaser shall pay 10% of the purchase price immediately after the sale and the balance together with interest to be secured within fourteen days thereafter by a bank or building society guarantee or other acceptable guarantee, to be approved by the Sheriff.
3. The full conditions may be inspected at the office of the Sheriff of the Court, 54 Richmond Road, Estcourt or the Magistrate's Court, Estcourt.

Lombard-Badenhorst Inc., Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. (036) 352-3133.]

Case No. 1034/2000

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

**In the matter between ESTCOURT/WEMBEZI TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and
LATHEBA ALICE ZWANE, Execution Debtor**

Pursuant to a warrant of execution dated 2 August 2000 and re-issued on 15 December 2000 the following property will be sold in execution by the Sheriff of the Court, Estcourt, KwaZulu-Natal, on Thursday, 29 March 2001 at 11:30, in front of the Magistrate's Court, Albert Street, Estcourt, to the highest bidder without reserve:

Site 897, Wembezi C, Registration Division FS, in the Estcourt/Wembezi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 300 square metres, held under Deed of Grant TG000404/89 (KZ).

The following information is given about the immovable property but is not guaranteed.

Improvements: Dwelling made with mud blocks under asbestos roof, consisting of two bedrooms, one kitchen and one outside toilet/bathroom.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
 2. The purchaser shall pay 10% of the purchase price immediately after the sale and the balance together with interest to be secured within fourteen days thereafter by a bank or building society guarantee or other acceptable guarantee, to be approved by the Sheriff.
 3. The full conditions may be inspected at the office of the Sheriff of the Court, 54 Richmond Road, Estcourt or the Magistrate's Court, Estcourt.
- Lombard-Badenhorst Inc., Attorneys for Execution Creditor (P.O. Box 18), 81 Harding Street, Estcourt.
[Tel. (036) 352-3133.]

Case No. 16109/98**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN****In the matter between TRANSNET LIMITED, Execution Creditor, and THEMBISILE MNTONOSE DLONGO, Defendant**

In pursuance of a judgment granted on 19th December 1998, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 28th March 2001 at 10 a.m. at the front entrance to the Magistrate's Court Building, Chancery Lane, Pinetown:

Description: Site No. A6246, situate in the Township of Kwardengezi, District of Mpumalanga, Province of KwaZulu-Natal, in extent 454 (four hundred and fifty four) square metres, held under Certificate of Registered Right of Leasehold No. G003116/90.

Physical address: A6246 Kwardengezi.

Town Planning Zoning: Residential.

Improvements (not guaranteed): Brick under tile dwelling consisting of lounge, diningroom, kitchen, 3 bedrooms and toilet and bathroom.

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 full conditions of sale may be inspected at the office of the Sheriff of the Court, Pinetown, or at our offices.
3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by us and to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.
4. Transfer shall be effected by the Attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including Transfer Duty, current and arrear rates and other necessary charges to effect transfer, upon request by the said attorneys.
5. The purchaser shall pay to the Sheriff his commission calculated at 5% (five per centum) of the proceeds of the sale, up to a price of R30 000,00 and thereafter 3% (three per centum), with a minimum of R260,00 and a maximum of R7 000,00, plus value added tax thereon.
6. Possession and occupation of the property shall, subject to the rights of existing tenants pass to the purchaser upon the sale being effected, from which date all benefits, risks and liabilities in respect of the property shall pass to the purchaser.
7. The improvements on the property are as stated above but no guarantees are given in this regard.
8. The purchaser shall be liable for value added tax on the sale price as well as on the Sheriff's commission.

Dated at Pinetown on 16 February 2001.

Morris Fuller and Associates, Plaintiff's Attorneys, 2nd Floor, Merthyr House, corner of Kings Road and Crompton Street, Pinetown. (Ref. T290/Mrs Mckie/7018044.)

Case No. 8891/00**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 MARGARET DUDUZILE NZIMANDE, Defendant

The following property will be sold in execution, by the Sheriff of High Court, Durban Central on the 5th April 2001 at 10h00 at 8th Floor, Maritime House, 1 Salmon Grove, Durban, without reserve:

Certain Section No. 56 as shown and more fully described on Sectional Plan No. SS322/92, in the scheme known as Colchester, in respect of the land and building or buildings situate at Durban, City of Durban of which section the floor area, according to the said sectional plan is 39 (thirty nine) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No. ST 3584/98, situate a 76 Colchester House, 108 Smith Street, Durban:

The property is improved, without anything warranted being a batchelor flat with entrance hall, kitchen, bathroom, toilet, sleeping-lounge.

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, 801 Maritime House, Durban.

Dated at Durban this 19 February 2001:

Woodhead Bigby & Irving. (Ref. CSS/LP/15F4666AO.)

Case No. 7555/00

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

In the matter between NEWCASTLE LOCAL COUNCIL, Plaintiff, and LINDOKUHLE FRESH PRODUCE, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 30th January 2001 the undermentioned property will be sold in execution on 4th April 2001 at 10:00 at the front room of the Magistrate's Court, Newcastle, namely:

Unit 2175 Madadeni F.

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 York Street, Newcastle.

The conditions are mainly the following:

1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the execution creditor or it's attorneys.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 18% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the execution creditor's attorneys and to be furnished within fourteen days after the date of sale.

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

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

Case No. 7561/00

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

In the matter between NEWCASTLE LOCAL COUNCIL, Plaintiff, and NOMKHOSI SYBIL ASTRID JELE, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 30th January 2001 the undermentioned property will be sold in execution on 4th April 2001 at 10:00 at the front room of the Magistrate's Court, Newcastle, namely:

Unit 10184 Madadeni G.

The property is a vacant stand.

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

1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the execution creditor or it's attorneys.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 18% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the execution creditor's attorneys and to be furnished within fourteen days after the date of sale.

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

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

Case No. 7562/00

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

In the matter between NEWCASTLE LOCAL COUNCIL, Plaintiff, and NOMKHOSI SYBIL ASTRID JELE, 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 4th April 2001 at 10:00 at the front room of the Magistrate's Court, Newcastle, namely:

Unit 10185 Madadeni G.

The property is a vacant stand.

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

1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the execution creditor or its attorneys.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 18% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the execution creditor's attorneys and to be furnished within fourteen days after the date of sale.

Dated at Newcastle on this 7th day of February 2001.

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

Case No. 7563/00

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

In the matter between NEWCASTLE LOCAL COUNCIL, Plaintiff, and OBERT THOMAS MAPHANGA, 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 4th April 2001 at 10:00 at the front room of the Magistrate's Court, Newcastle, namely:

Unit 10186 Madadeni G.

The property is a vacant stand.

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

1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the execution creditor or its attorneys.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 18% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the execution creditor's attorneys and to be furnished within fourteen days after the date of sale.

Dated at Newcastle on this 7th day of February 2001.

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

Case No. 7564/00

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

In the matter between NEWCASTLE LOCAL COUNCIL, Plaintiff, and OBERT THOMAS MAPHANGA, 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 4th April 2001 at 10:00 at the front room of the Magistrate's Court, Newcastle, namely:

Unit 10187 Madadeni G.

The property is a vacant stand.

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

1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the execution creditor or it's attorneys.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 18% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the execution creditor's attorneys and to be furnished within fourteen days after the date of sale.

Dated at Newcastle on this 7th day of February 2001.

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

Case No. 7551/00

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

In the matter between NEWCASTLE LOCAL COUNCIL, Plaintiff, and JABULANI AMBROSE JIYANE, 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 4th April 2001 at 10:00 at the front room of the Magistrate's Court, Newcastle, namely:

Unit 10188 Madadeni G.

The property is a vacant stand.

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

1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the execution creditor or it's attorneys.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 18% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the execution creditor's attorneys and to be furnished within fourteen days after the date of sale.

Dated at Newcastle on this 7th day of February 2001.

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

Case No. 7574/00

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

In the matter between NEWCASTLE LOCAL COUNCIL, Plaintiff, and NOMKHOSI SYBIL ASTRID JELE, 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 4th April 2001 at 10:00 at the front room of the Magistrate's Court, Newcastle, namely:

Unit 10196 Madadeni G.

The property is a vacant stand.

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

1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the execution creditor or it's attorneys.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 18% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the execution creditor's attorneys and to be furnished within fourteen days after the date of sale.

Dated at Newcastle on this 7th day of February 2001.

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

Case No. 16824/99

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

In the matter between THE OUTER WEST LOCAL COUNCIL, Plaintiff, and G. P. DELPORT, Defendant

In pursuance of judgment in the above action immovable property listed hereunder shall be sold in execution to the highest bidder on the 28 day of March 2001, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown, at 10H00:

Description: Erf 269, Waterfall (Extension No. 11), Registration Division FT, situated in the Outer West Local Council Area, Province of KwaZulu-Natal, in extent of 1 834 square metres, held by Deed of Transfer T17604/90KZ.

Physical address: 1 Ncando Crescent, cnr Rock Road, Waterfall.

Improvements: Single level brick dwelling under tile, comprising of 2 bedrooms, 2 rooms with built-in-cupboards, bathroom/toilet, dining-room/lounge (combined), kitchen, wire fencing and tarmac driveway.

1. The property and the improvements thereon are sold voetstoots and without any warranties.
 2. The purchaser shall pay 10% of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.
 3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at Dickinson & Theunissen.
- Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

Case No. 5911/99

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

In the matter between THE COLLECTOR OF RATES FOR THE MARGATE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and LINDA MPUMPULA, Defendant

In pursuance of a judgment granted by the above Honourable Court on the 22nd of October 1999 and a warrant of execution issued pursuant thereto, the undermentioned immovable property will be sold by public auction to the highest bidder by the Sheriff of the Magistrate's Court in front of the Magistrate's Court, Port Shepstone at 11h00 on the 30th day of March 2001 namely:

Erf 1815, Registration Division ET, situated in the Margate Transitional Local Council Area, and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in exten 1 585,0000 square metres and situated at 1815 Pioneer Drive, Ext. 3, Ramsgate.

Improvements: Dwelling under brick and tile consisting of lounge, kitchen, 3 bedrooms and bathroom.

Material conditions of sale:

- 1.1 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of sale into the Trust Account of the Sheriff of the Magistrate's Court.
- 1.2 The balance of the purchase price, shall be paid against transfer and be secured by a bank or building society guarantee, to be approved by Plaintiff conveyancers and to be furnished to the Plaintiff's conveyancers within 10 (ten) days after the date of sale.
2. The purchaser shall pay auctioneer's charges on the day of sale and in addition, transfer dues, costs of transfer, and arrear rates, taxes and other charges up to the date of transfer necessary to effect transfer, upon request by the conveyancers for the Plaintiff.
3. Each property may be taken possession of immediately after payment of the initial deposit, and shall after such deposit be at the risk and profit of the purchaser.
4. Each property is sold as represented by the title deeds and diagram, the Sheriff of the Magistrate's Court not holding himself liable for any deficiency that may be found to exist and renouncing all excess. The property is also sold subject to all servitudes and conditions specified in the deed of transfer.

Kent Robinson Du Plessis Inc., Attorneys for the Plaintiff, 3159 Boyes Lane, Margate; P.O. Box 205, Margate, 4275. (Tel. Mrs Hoffman (039) 317-3196.)

Case No. 204/2000

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

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and RITA PURSAN, Defendant

In execution of a judgment granted by the above Honourable Court dated on the 9 February 2000 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Pinetown at 10h00 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown on 4 April 2001, to the highest bidder without reserve, namely:

Formerly described as: Lot 4785, Queensburgh (Extension No. 35), situated in the Borough of Queensburgh, Administrative District of Natal, Province of KwaZulu-Natal, in extent 688 square metres.

Now described as: Erf 4785, Queensburg (Extension No. 35), Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 688 square metres.

Which property is physically situated at 25 Gilbert Road, Queensburgh, KwaZulu-Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer No. T31354/1996 dated 6 November 1996.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a block under tile dwelling consisting of lounge, dining-room, 3 bedrooms, bathroom, kitchen, shower, toilet and guest toilet. (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, Pinetown; No. 2 Samkit Centre, 62 Caversham Road, Pinetown and at the offices of Ewing, Adams & Associates, Mafavuke House, 28 Old Main Road, Hillcrest.

Dated at Hillcrest this 9th day of February 2001.

Ewing, Adams & Associates, Plaintiff's Attorneys, Mafavuke House, 28 Old Main Road, Hillcrest. (Ref. M van Walsem/Jenna.)

Case No. 3107/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and LOT 1983 KLOOF CC, 1st Defendant, and P A DOMINEY, 2nd Defendant, and L A CROSS, 3rd Defendant, and G HAUG, 4th Defendant

Pursuant to an order of the High Court of South Africa (Natal Provincial Division), Pietermaritzburg, dated 22 November 1999 and writ of execution dated 17 August 2000, the following property registered in the name of the First Defendant will be sold by public auction to the highest bidder on Wednesday, the 28th day of March 2001 at 10H00 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, KwaZulu-Natal, namely:

Property description: Section 6, as shown and more fully described on Sectional Plan 253/1985, in the building or buildings known as Glenwood Grange, of which the floor area according to the said sectional plan, measures 175 square metres in extent and

An undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title No. 253/1985 (8) (Unit) dated 18 July 1985.

Physical address: Unit 6, 18 Glenwood Grange, Glenwood Road, Kloof, KwaZulu-Natal.

Improvements: Dwelling under brick and tile consisting of single storey simplex consisting of entrance hall, lounge dining-room, 3 bedrooms, kitchen, and bathroom (with bath and toilet), bathroom (with shower and toilet).

Outbuilding: Single garage, utility room, shower and toilet.

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

Dated at Pinetown this 12th day of February 2001.

Geyser, Liebetrau, Du Toit & Louw, Plaintiff's Attorneys, 7 Greathead Lane, Pinetown. [Tel. (031) 702-0331/2.] [Fax (031) 702-0010.] (Ref. ATK/BC/T731.)

Case No. 1528/00

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

In the matter between ABSA BANK LTD, Execution Creditor, and B.L. & S.P. NDLOVU, Execution Debtor

In pursuance of a judgment granted on 2 May 2000 in the Magistrate's Court for the District of Newcastle, held at Newcastle and a writ of execution thereunder, the immovable property described infra shall be sold in execution on Wednesday, 28 March 2001 at 10H00 at the Magistrate's Court, Murchison Street, Newcastle, to the highest bidder:

1. *Description:* A certain piece of immovable property being Lot 9879, Newcastle, Registration Division HT, in the Newcastle Transitional Local Council Area, and in the Thukela Joint Services Area, Province of KwaZulu-Natal, in extent one thousand four hundred and eighteen square metres, 24 Crawford Street, Newcastle.

2. Zoning: Residential.

2.1 The following information regarding the property is supplied but not guaranteed:

Improvements: Brick under tiled roof, double garage and outbuildings and carport.

3. Material conditions:

3.1 The sale shall be subject to the Magistrate's Court Act and the Rules made thereunder.

3.2 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash, or by a bank guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank building society guarantee, to be approved by the Execution Creditor's Attorney, to be furnished to the Magistrate's Court Sheriff, within 14 (fourteen) days after the date of sale.

3.3 If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Newcastle, Telephone Nr (034) 312-2531.

Dated at Dundee during January 2001.

Hellberg, Thöle & Van Rensburg, 66 Gladstone Street (P.O. Box 230), Dundee, 3000. [Tel. (034) 212-4507.] (Ref. Rolf W Hellberg/03/A020/043.)

Case No. 381/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and ROSHAN HARRIJEEVAN, First Defendant, and BABITHA HARRIJEEVAN, Second Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, at 10:00 on Tuesday, the 27th March 2001 to the highest bidder without reserve:

Sub. 5058 (of 4870) of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 318 (three hundred and eighteen) square metres, held under Deed of Transfer T26098/96.

Physical address: 34 Debonair Place, Chatsworth, Natal.

Zoning: Special Residential.

The property consists of the following: Double storey brick under concrete slab roof dwelling comprising 4 bedrooms (1 en-suite), lounge, kitchen, dining-room, toilet/bathroom, toilet and balcony. Outbuildings comprise garage and courtyard.

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

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

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

Dated at Durban this 31st day of January 2001.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.13106/Dorette.)

Case No. 2888/00

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

In the matter between ABSA BANK LTD, Execution Creditor, and I. LUBBE, Execution Debtor

In pursuance of a judgment granted on 20 November 2000 in the Magistrate's Court for the District of Dundee, held at Dundee and a writ of execution thereunder, the immovable property described infra shall be sold in execution on Friday, 3 March 2001 at 10H00 at the Magistrate's Court, Gladstone Street, Dundee to the highest bidder:

1. *Description:* A certain piece of immovable property being Unit 11 of 85 No. 382/1992 of Scheme 55, Kendal Court, Dundee.

2. Zoning:

Residential:

1.1 The following information regarding the property is supplied but not guaranteed:

Improvements: One bedroom flat with kitchen and bathroom.

2. Material conditions:

2.1 The sale shall be subject to the Magistrate's Court Act and the Rules made thereunder.

2.2 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash, or by a bank guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank building society guarantee, to be approved by the Execution Creditor's Attorney, to be furnished to the Magistrate's Court Sheriff, within 14 (fourteen) days after the date of sale.

2.3 If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Gladstone Street, Dundee, Telephone: 212-2131.

Dated at Dundee this 19th day of February 2001.

Hellberg, Thöle & Van Rensburg, 66 Gladstone Street (P.O. Box 23), Dundee, 3000. [Tel. (034) 212-4507.] (Ref. Rolf W Hellberg/03/A020/055.)

Case No. 7099/00

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

In the matter between: ITHALA DEVELOPMENT CORPORATION, Plaintiff, and G. S. SIBIYA, Defendant

In pursuance of a judgment of the Magistrate's Court, Newcastle and a writ of execution dated 19 February 2000.

Ownership Unit No. 823, Unit D, Osizweni, Madadeni, KwaZulu-Natal, in extent 600 (six hundred) square metres will be sold in execution on 4 April 2001, at 10h00, from the entrance of the Magistrate's Court, Newcastle.

The property is improved but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Newcastle. The conditions are mainly the following:

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

2. The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle on this 21st day of February 2001.

Y T Mbatha & Partners, Suite 261, 2nd Floor, Nedbank Centre, Harding Street, Newcastle. (Ref. YTM/RR/I41/00.)

Case No. 3383/00

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 SAMUEL LUNGELA MTSHALI, Defendant

In pursuance of a judgment of the High Court, dated 1 February 2001 and writ of execution dated 8 February 2001 the immovable property listed hereunder will be sold in execution on Friday, the 30th day of March 2001 at 10:00 at 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder:

Ownership Unit No. 1038, Unit S, in the Township of Edendale East, district of Pietermaritzburg, in extent 330 square metres.

Street address: No. 1038, Unit S, Edendale, Pietermaritzburg.

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 in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Lounge, kitchen, 2 bedrooms and outside toilet.

3. The purchase price shall be paid in full by way of cash or bank guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 17% per annum to date of payment.

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

A H R Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. AL/wct/K5L/55.)

Case No. 3380/00

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 AMOS THOLINHLANHLA KHUMALO, Defendant

In pursuance of a judgment of the High Court dated 2 February 2001 and writ of execution dated 8 February 2001 the immovable property listed hereunder will be sold in execution on Friday, 30 March 2001 at 10:00 at 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal to the highest bidder:

Ownership Unit 1804, Unit S, in the Township of Edendale East, District of Pietermaritzburg in extent 344 square metres.

Street address: 1804, Unit S, Edendale, Pietermaritzburg.

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: Lounge, kitchen, bedroom and outside toilet.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 17% per annum to date of payment.

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

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, 380 Loop Street, Pietermaritzburg. (Ref. AL/wct/K5L/27.)

Case No. 48583/2000

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and THAMI LEONARD NGWENYA, First Defendant, and BELLINDA AUGUSTA SIBONGILE NGWENYA, Second Defendant

In pursuance of judgment granted on 14 December 2000 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 29 March 2001 at 10:00, at Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban to the highest bidder:

Description: Erf 2314, Lamontville, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 441 m², held under Certificate of registered Grant of Leasehold TL2113/1993.

Physical address: 5445 Msimang Road, Lamontville.

Improvements: A single storey brick/block plaster under concrete tile dwelling (76 m²), consisting of three bedrooms, lounge, kitchen, bathroom, w.c., two rent rooms. Municipal electricity, water supply and sanitation: Local Authority.

Improvements: Double garage 47 m² (outbuilding), kitchen units, sanitary fittings, security gates and guards, block walling and verandah 9 m².

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

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

2. The purchaser, except where the purchaser is the Execution Creditor, shall pay a deposit of ten per cent of the purchase price immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, Strauss Daly Incorporated, 21 Aliwal Street, Durban to be furnished to the Sheriff for the Magistrate's Court within 14 days of the date of the sale.

The full conditions may be inspected at the offices of the Sheriff, Durban South, 101 Lejaton, 40 St George's Street, Durban or at the offices of Strauss Daly Inc.

Dated at Durban this 20th day of February 2001.

S. M. Ntsibande, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban. (Ref. Mrs Jarrett/KFC1/1412/MA.)

Case No. 1408/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF HLABISA HELD AT MTUBATUBA

In the matter between THE STANDARD BANK OF SA LTD, Plaintiff, and ROELOF FREDERICK SMIT, First Defendant, and LAURA MARY SMIT, Second Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, reserve, to the highest bidder on 3 April 2001 at 11:00 at the front steps of the Mtubatuba Magistrate's Court:

1. (a) *Deeds office description*: Section 3 as shown and more fully described on Sectional Plan SS649/95, in the scheme known as Perani Place in respect of the land and building or buildings situated at Mtubatuba, in the Inyala/Mtubatuba Transitional Local Council Area, of which the floor area, according to the said sectional plan, is 107 (one hundred and seven) square metres in extent; and

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

An exclusive area described as The Area marked G3, measuring 116 (one hundred and sixteen) square metres being as such part of the common property, comprising the land and the scheme known as Perani Place in respect of the land and building or buildings situated at Mtubatuba, as shown and more fully described on Sectional Plan SS649/95, held under Notarial Deed of Cession SK3472/95 and having been amended to read The Area marked G3A, in extent 417 (four hundred and seventeen) square metres, delineated as such on Amending Sectional Plan of Extension about to be registered, being part of the common property, comprising the land and building known as Perani Place, situated at Mtubatuba in the Inyala/Mtubatuba Transitional Local Council Area, as shown and more fully described on the said amending sectional plan of extension, and held under Notarial Deed of Cession SK3624/96.

(b) *Property description (not warranted to be correct)*: Brick under tile roof consisting of three bedrooms, two bathrooms, lounge, dining-room, kitchen and garage. The property is fully electrified and on main sewerage.

The property is zoned Residential.

2. The conditions of sale may be inspected at the Sheriff's Office, Mtubatuba.

Truter James De Ridder Inc., Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. Mr De Ridder/jr/211/00.)

Case No. 1640/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED No. 62/00738/06, Plaintiff, and THE TRUSTEES OF THE AMASELE TRUST No. IT1130/96 (GRAHAMSTOWN), Defendant

In pursuance of a judgment granted in the Magistrate's Court for the District of Umzinto, under Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder without reserve at the Cutty Sark Hotel, Starboard Conference Room, Scottburgh, at 10h00 on Friday, 30 March 2001.

Property description: Erf 120, Elysium, Registration Division ET, situated in the Pennington Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 1 380 square metres, held under Deed of Transfer No. T17572/1996.

Physical address of property: 120 Tedder Road, Elysium.

Zoning: Special Residential.

Improvements: Dwelling consisting of 2 living-rooms, 3 bedrooms, bathroom with shower and toilet, toilet, kitchen, 2 garages, store room, cottage consisting of 2 bedrooms, kitchen, lounge, bathroom with shower and toilet.

Nothing in this regard is guaranteed.

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

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash together with auctioneer's commission in cash, immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a Bank or Building Society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within 14 (fourteen) days after the date of the sale.

3. The Purchaser shall be liable for the payment of interest to the Execution Creditor and to the Bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the Conditions of Sale.

4. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including current and/or arrear levies/rates, sewerage connection costs (if any), taxes, and/or Value Added Tax and other necessary charges to effect transfer, upon request by the Execution Creditor's attorneys.

5. The full conditions of sale may be inspected at the office of either the Sheriff of the Magistrate's Court, 67 Williamson Street, Scottburgh or at the offices of the Plaintiff's attorneys.

Dated at Port Shepstone on this the 26th day of February 2001.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, c/o Singh & Gharbaharan, 1st Floor, Allybro Centre, Centenary Road, Umzinto. (Ref. ERB/ST156/01SJ29156.)

Case No. 551/97

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

In the matter between BOE BANK LTD formerly NBS BOLAND BANK LTD formerly NBS BANK LTD, Plaintiff, and MOOSA ALLEE PROPERTIES CC CK87/00592/23, First Defendant, and LELENTHREN POOBALAN RUTHANUM, Second Defendant

In pursuance of a judgment of the High Court of South Africa (Natal Provincial Division) given at Pietermaritzburg on 4th August 1997, the following immovable property will be sold in execution on Friday 30th March 2001 at 11:00 at the Office of the Sheriff, 17 Drummond Street, Pietermaritzburg, Natal to the highest bidder:

Remainder of Sub 1 of Lot 2642, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 3 315 square metres which property is held under Deed of Transfer No. T27198/1991.

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

1. The property is zoned residential and is situated at 421 Loop Street, Pietermaritzburg.
2. The property consists of a single storey dwelling comprising lounge, dining-room, study, pantry, 5 bedrooms, 2 bathrooms, shower and 2 toilets and verandas. The property is further improved by screen walls, swimming-pool and air conditioner.

Conditions of sale

1. The sale shall be subject to the terms and conditions relating to Sales in Execution in the High Court.
2. The purchaser shall pay 10% of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a Bank or Building Society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the High Court, Pietermaritzburg within twenty-one (21) days of the date of the sale. The full conditions of sale can be inspected at the office of the Sheriff of the High Court for the district of Pietermaritzburg.
3. The sale is subject to a reserve price of RNIL.

Dated at Pietermaritzburg this 21st day of February 2001.

Von Klemperer Davis & Harrison Inc., Plaintiff's Attorneys, 234 Berg Street, Pietermaritzburg.

Case No. 13626/99

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

In the matter between NEDCOR BANK LIMITED, Defendant, and SHIRLEY CHARMAIN BRAMWELL, Defendant

The following property will be sold in execution on the 4th of April 2001 at 10h00 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, by the Sheriff of the Magistrate's Court for Pinetown to the highest bidder.

Portion 2 of Erf 478, Ashley, Registration Division FT, situated in the Inner West City Council, Province of KwaZulu-Natal, in extent 1 161 square metres, with the physical address of 18 Russell Street, Ashley, Pinetown.

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

The property consists of a single level brick under tile roof dwelling comprising of lounge, dining-room, kitchen, 3 bedrooms (2 x B.I.C.), separate bathroom, separate toilet, shower, single garage, 2 single carports, servant's quarters, toilet, cottage, precast and brick fencing, brick paved driveway and steel swing gates.

The sale shall be subject to the terms and conditions of the Magistrate's Court and the rules made thereunder and the Purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full Conditions of Sale may be inspected at the offices of the Sheriff of the Magistrate's Court for Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Ms Singh/ss/7367/99.)

Case No. 4313/2000

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

In the matter between BOE BANK LIMITED, Plaintiff, and SHUNMUGAM MOONSAMY GOVENDER, First Defendant, and SHEILA GOVENDER, Second Defendant

In pursuance of the judgment in the High Court dated 12th June 2000 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in Execution on 27th March 2001 at 10h00 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth to the highest bidder.

Property description: Portion 187 (of 175) Erf 109, Chatsworth, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 977 (nine hundred and seventy-seven) square metres.

Physical address: 3 Armenia Terrace, Arena Park, Chatsworth.

Improvements: Brick under tile roof dwelling comprising of 3 bedrooms (1 en-suite), lounge, dining-room, kitchen, toilet, bathroom and a verandah. *Basement:* 2 bedrooms, lounge, kitchen, toilet and bathroom.

Zoning: Residential Area.

Nothing in the above is guaranteed.

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

Dated at Durban this the 27th of February 2001.

R Maharaj and Company, Plaintiff's Attorneys, Suite 6, Daddy's Centre, 258 Pelican Drive, Bayview, Chatsworth. (Ref. SM 4837/286/vm.)

Case No. 81187/98

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

In the matter between THE COLLECTOR OF RATES, Execution Creditor, and E S SHINGA, Execution Debtor

The following immovable property will be sold voetstoots in execution to the highest bidder at 8th Floor, Maritime House, cnr Salmon Grove and Victoria Embankment, Durban, on Thursday the 29th March 2001 at 10h00.

Property description: Erf 2070, Isipingo (Extension No 14), Registration Division FT, situated in the South Local Council Area, Province of Kwazulu-Natal, in extent nine hundred and forty-seven (947) square metres, held by him under and by virtue of Deed of Transfer No. T8813/1992 on the 7th April 1992.

Physical address: 132 Flamboyant Drive, Isipingo Hills, 4110.

Improvements: Dwelling house consisting of single story house, tiled roof, brick walls, kitchen, fitted cupboards, tiled floor, lounge tiled, dining-room tiled, 3 bedrooms, bathroom, bath basin tile, toilet tiled, outbuilding separate from the main house, double garage, 2 rooms, bathroom, bath basin toilet, kitchen, fully fenced, concrete walls and w. fenced.

Nothing in this regard is guaranteed.

Material terms: 10% deposit, balance guaranteed within 14 days of sale. The full conditions can be inspected at the offices of the Sheriff Durban South at 1st Floor, 101 Lejaton Building, 40 St. George's Street, Durban.

Brogan & Olive, Attorneys for Executive Creditor, 7 Ibis Lane, Amanzimtoti. [Tel. (031) 903-5435.]

Case No. 3729/2000

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 BOYI ENOCH MBANJWA, Defendant

In pursuance of a judgment of the High Court, dated 1 February 2001 and Writ of Execution dated 8 February 2001, the immovable property listed hereunder will be sold in execution on Friday the 30th day of March 2001 at 10am at 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal to the highest bidder:

Ownership Unit No. 1278, Unit S, in the Township of Edendale East, District of Pietermaritzburg, in extent 592 square metres.

Street address: No 1278, Unit S, Edendale, Pietermaritzburg.

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: Lounge, kitchen, 2 bedrooms and outside toilet.

3. The purchase price shall be paid in full by way of cash or bank guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 17% per annum to date of payment.

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

A H R Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. AL/wct/K5L/69.)

Case No. 3295/00

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 DUMISANI CYRIL MKHIZE, Defendant

In pursuance of a judgment of the High Court, dated 1 February 2001 and writ of execution dated 8 February 2001, the immovable property listed hereunder will be sold in execution on Friday, 30 March 2001 at 10:00, at 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder:

Ownership Unit No. 1520, Unit S, in the Township of Edendale East, District of Pietermaritzburg, in extent 525 square metres.

Street address: No. 1520, Unit S, Edendale, Pietermaritzburg.

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: Lounge, kitchen, two bedrooms and outside toilet.

3. The purchase price shall be paid in full by way of cash or bank guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 17% per annum to date of payment.

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

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. AL/wct/K5L/67.)

Case No. 3278/2000

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 THEMSISILE ELIZABETH GUSHU, Defendant

In pursuance of a judgment of the High Court, dated 1 February 2001 and writ of execution dated 8 February 2001, the immovable property listed hereunder will be sold in execution on Friday, 30 March 2001 at 10:00, at 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder:

Ownership Unit No. 1596, Unit S, in the Township of Edendale East, District of Pietermaritzburg, in extent 913 square metres.

Street address: No. 1596, Unit S, Edendale, Pietermaritzburg.

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: Lounge, kitchen, two bedrooms and outside toilet.

3. The purchase price shall be paid in full by way of cash or bank guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 17% per annum to date of payment.

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

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. AL/wct/K5L/67.)

Case No. 3394/99

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

In the matter between LOGAN NAIDOO, Execution Creditor, and MR Y MOODLEY, Execution Debtor

In pursuance of a judgment granted on 26 November 1999 in Court of the Magistrate, Chatsworth and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 27 March 2001 at 10:00, at Magistrate's Court, 1 Justice Street, Chatsworth:

Description: Portion 1853 (of 1798) of Erf 107, Chatsworth, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent of 302 (three hundred and two) square metres, held under Deed of Transfer T5502/1984.

Postal address: 2 Montdene Drive, Croftdene, Chatsworth.

Improvements: Semi-detached double storey block under asbestos roof dwelling, comprising of three bedrooms, lounge, kitchen, toilet and bathroom.

Nothing is guaranteed in these respects.

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 in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorneys to be furnished to the Court Sheriff within (14) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.
4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.
5. The full conditions may be inspected at the offices of the Sheriff of the Court Chatsworth, 12 Oak Street, Kharwastan.

Norman Govender Pillay & Narain, Plaintiff's Attorneys, Suite 1301, Nedbank House, 30 Albert Street, Durban, c/o 11 Berryfield Place, Silverglen. (Ref. TM/jg/N903.)

Case No. 6259/1999

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

In the matter between PIETERMARITZBURG-MSUNDUZI TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and MR UDAY CHANDRA DEEPLAUL, First Execution Debtor, and MRS GOWRIE DEEPLAUL, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 4 August 1999, the following immovable property will be sold in execution on 30 March 2001 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Portion 82 (of 28) of the Farm Shortts Retreat, No 1208, situate in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 7280 square metres, situated at 35 Thomas Watkins Road, held under judgment debtor under Deed of Transfer T6626/1991.

The following information is given about the immovable property but is not guaranteed:

The property has been developed with a dwelling of 243 square metres, it offers the following accommodation:
Layout: Unknown.

The outbuildings consist of a cottage and 6 other buildings constructed of brick under iron of 313 square metres, offering the following accommodation: Unknown.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg this 26th day of February 2001.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. PJMS/RG/14/C320/151.)

Case No. 9680/97

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

In the matter between BOE BANK LIMITED, trading as NBS, Plaintiff, and INDERAN GOVENDER, First Defendant, and VISALATCHI GOVENDER, Second Defendant

In pursuance of a judgment in the High Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Monday, 2 April 2001 at 09:00:

Description: Lot 2041, Verulam (Extension 18), situate in the Township of Verulam and in the Port Natal-Edhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 660 (six hundred and sixty) square metres, held under Deed of Transfer T16509/96.

Physical address: 7 Bluecrane Drive, Dawncrest, Verulam.

Zoning: Special/Residential.

Improvements: The property consists of a brick under tiled roof single storey dwelling comprising of lounge, dining-room, kitchen, four bedrooms, two bathrooms, shower and three toilets. *Outbuildings:* Single garage, storeroom, toilet and shower.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Inanda Area 2, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban this 23th day of February 2001.

Garlicke & Bousfield Inc., Plaintiff's Attorney, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Ms M. Domingos/ph.)

Case No. 24072/99

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

In the matter between ABSA BANK LIMITED, Execution Creditor/Plaintiff, and PATRICK WALTER MOON, First Defendant/Execution Debtor, and GERALDINE VERONICA MOON, Second Defendant/Execution Debtor

In pursuance of a judgment in the above case the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, will sell the following property, to the highest bidder, on 30 March 2001 at 11:00, at the said Sheriff's Sales Room at 277 Berg Street, Pietermaritzburg, KwaZulu-Natal:

Sub 5 of Lot 2004, Pietermaritzburg, situate in the Pietermaritzburg-Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 570 (five hundred and seventy) square metres, held by the defendants under Deed of Transfer T12721/97. (Physical address: 12 Polo Avenue, Pietermaritzburg, KwaZulu-Natal).

The said property is improved with a dwelling of an entrance hall, one (1) lounge, one (1) dining-room, one (1) kitchen, three (3) bedrooms, two (2) bathrooms/wc, wc/sh, two (2) garages, two (2) servant rooms and wc/sh. The accuracy of the description of the improvements is not guaranteed by the plaintiff or its attorneys. Full conditions and terms of the sale may be inspected during business hours at the said Sheriff's offices and also with the undermentioned attorneys:

Pierre Odendaal & Co. Inc., First Floor, Fedsure, 251 Church Street, Pietermaritzburg, 3201. (Ref. 05A 062 050.)

Case No. 7950/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
RUI MANUEL MESQUITA PEREIRA, Defendant**

In pursuance of a judgment of the High Court of South Africa, Durban and Coast Local Division, dated 26 October 2000 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on 29 March 2001 at 10:00, at Maritime House, 8th Floor, 1 Salmon Grove, Durban, to the highest bidder. The conditions of sale will be read out by the auctioneer at the time of the sale and same can be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain: (a) A unit consisting of Section Number 47 as shown and more fully described in Sectional Plan No. SS 149/1985, in the scheme known as Seapark, 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 square metres in extent; and

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan; held under Deed of Transfer ST 1689/1990.

Situation: 86 Seapark, 51 Gillespie Street, Durban.

Improvements (not guaranteed): Entrance hall, lounge and dining-room combined; two bedrooms, kitchen, bathroom and toilet.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. All bids will be accepted and the purchaser (other than 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, 801 Maritime House, Salmon Grove, Durban.

Dated at Umhlanga Rocks this 22nd day of February 2001.

Gavin Gow & Pearce, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks. Service Address: C/o Docex, 15 Aliwal Street, Durban. (Ref. AP/dh/S1391:S0205/301.)

Case No. 2274/98

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

In the matter between ESTCOURT WEMBEZI TLC, Execution Creditor, and JOHN BHUTI NDLOVU, Execution Debtor

Pursuant to a warrant of execution dated 21 December 2000, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Friday, 20 April 2001 at 10:00, in front of the Magistrate's Court, Estcourt:

Erf 4600, Estcourt (Extension 23), Registration Division FS, situated in the Estcourt Wembezi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 948 (nine hundred and forty-eight) square metres (land with a building thereon), held under Deed of Transfer T27409/1996.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act (Act No. 32 of 1944), as amended, and the Rules made thereunder.
2. The purchaser shall pay the full purchase price immediately after the sale in cash or by bank-guaranteed cheque.
3. The full conditions may be inspected at the office of the Sheriff of the Court, 54 Richmond Road, Estcourt, and the Magistrate's Court, Estcourt.

Dated at Estcourt on this 19th day of February 2001.

Rashid Patel & Company, Execution Creditors Attorney, 19 Drummond (P.O. Box 849), Estcourt, 3310.

Case No. 239/2000

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

In the matter between ESTCOURT WEMBEZI TLC, Execution Creditor, and N. and T. MAZIBUKO, Execution Debtor

Pursuant to a warrant of execution dated 18 December 2000, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Friday, 20 April 2001 at 10:00, in front of the Magistrate's Court, Estcourt:

Erf 852, Estcourt (Extension 1), Registration Division FS, situated in the Estcourt Wembezi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 348 (one thousand three hundred and forty-eight) square metres (land with a building thereon), situated at 18 Pylon Avenue, Estcourt, held under Deed of Transfer T15229/1995.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act (Act No. 32 of 1944), as amended, and the Rules made thereunder.
2. The purchaser shall pay the full purchase price immediately after the sale in cash or by bank-guaranteed cheque.
3. The full conditions may be inspected at the office of the Sheriff of the Court, 54 Richmond Road, Estcourt, and the Magistrate's Court, Estcourt.

Dated at Estcourt on this 19th day of February 2001.

Rashid Patel & Company, Execution Creditors Attorney, 19 Drummond (P.O. Box 849), Estcourt, 3310.

Case No. 986/92

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between FBC FIDELITY BANK LIMITED, Plaintiff, and UDAY CHANDRA DEEPLAUL, First Defendant, and GOWRIE DEEPLAUL, Second Defendant

Pursuant to a judgment of the above Court dated 21 May 1992, the undermentioned immovable property will be sold by the Sheriff, Pietermaritzburg, by public auction on Friday, 30 March 2001 at 09:00, at the Sheriff's Office, 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal:

The immovable property is: Portion 82 (of 28) of the farm Shortts Retreat No. 1208, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 7 280 (seven two eight zero) square metres.

Postal address: 35 Thomas Watkins Road, Pietermaritzburg, KwaZulu-Natal.

Improvements: Single-storey with brick walls and iron roof, dwelling converted into offices, workshop, store-room and smelting shed.

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 Shephstone & Wylie Tomlinsons Inc., Plaintiff's Attorneys, 165 Pietermaritz Street, Pietermaritzburg. (Ref. WONJ/SS/F78.)

Case No. 2846/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and CHRISTIAAN DE WET GELDENHUYS, First Defendant, and ANN CATHARINA GELDENHUYS, Second Defendant

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division) dated 23 April 1999 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the High Court, Inanda District Two, on Monday, 2 April 2001 at 09:00, the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: Portion 9 of Erf 66, Glen Anil, Registration Division FU, situated in the North Local Council Area, Province of KwaZulu-Natal, in extent 935 (nine hundred and thirty-five) square metres, held under Deed of Transfer T5156/1996.

Physical address: 7 Beach Road, Glen Anil.

Improvements: Single-storey brick under tile dwelling comprising of three bedrooms, lounge, dining-room, kitchen, toilet, bathroom, tarred driveway, wire and wooden pole fencing and burglar guards, but nothing is guaranteed in respect thereof.

Town-planning zoning: Residential.

Special privileges: Nil.

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

Dated at Durban this 1st day of March 2001.

Johnston & Partners, Plaintiff's Attorneys, 169 Stamford Hill Road, Morningside, Durban. (Ref. A. Johnston/Jl/04T064858.)

Case No. 9127/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and LALLCHAND RAMRAJ, First Execution Debtor, and CHANDANI RAMRAJ, Second Execution Debtor

In pursuance of a judgment of the above Honourable Court dated 2 January 2001 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 2 April 2001 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

(a) An Order declaring executable, the immovable property described as Section 39, as shown and more fully described on Sectional Plan SS536/96, in the scheme known as Patakh Centre, in respect of the land and building or buildings situated at Tongaat, of which section the floor area, according to the said sectional plan is 46 (forty-six) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held by Deed of Transfer ST37722/99.

Physical address: Unit 39, Flat 39, Patakh Centre, Main Road, Tongaat.

Improvements: The following information is furnished but not guaranteed: Face brick under tile sectional dwelling comprising one bedroom (carpeted), lounge (carpeted), kitchen (tiled), toilet and bathroom combined (tiled), iron manual gates, tarred driveway and block fencing.

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

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

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

Dated at Durban this 20th day of February 2001.

Ditz Incorporated, Execution Creditor's Attorneys, 50 Masonic Grove, Durban. (Ref. Mr Cowan/Mr Jankey/sg.) (02N7891/00.)

Case No. 10069/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR INVESTMENT BANK LIMITED, Plaintiff, and MANIKI LAWRENCE DUNGE, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 13 September 1999 and subsequent warrant of execution the following property will be sold in execution on 28 March 2001 at 10:00, at the south entrance to the Magistrate's Court, Umlazi:

Description of property: Erf 1342, Umlazi V, Registration Division GU, situated in the Ulundi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 885 square metres.

Physical address: Ownership Unit No. 1342, Unit "V", Umlazi.

Improvements: Business premises consisting of a bottlestore \pm 20 x 10 square metres.

Nothing in the above is guaranteed.

Zoning: Commercial.

The purchaser shall be required to pay a 10% (ten per cent) deposit of the purchase price and the auctioneer's commission immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Umlazi/Umbumbulu, V1030, Room 4, Umlazi (Tel. 906-1713.)

Date: 20 February 2001.

Barkers, Plaintiff's Attorneys, Second Floor, Clifton Place, 19 Hurst Grove, Musgrave. (Ref. J. Murdoch/ur.)

Case No. 9005/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and BRADLEY ANTHONY CROWIE, First Execution Debtor, and LINDY GIZELLE CROWIE, Second Execution Debtor

In pursuance of a judgment of the above Honourable Court dated 21 December 2000 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 5 April 2001 at 12:00, on the steps of the High Court, Masonic Grove, Durban, to the highest bidder without reserve:

(a) An order declaring executable, the immovable property described as Section 259, as shown and more fully described on Sectional Plan SS152/92, in the scheme known as "Kensington" in respect of the land and building or buildings situated at Durban, of which section the floor area, according to the said sectional plan is 73 (seventy-three) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST14060/97.

Physical address: Unit 259, Flat 1401, Kensington, North Ridge Road, Morningside.

The following information is furnished but not guaranteed: Sectional title comprising one and a half bedrooms, bathroom, fitted kitchen, enclosed balcony off lounge and open balcony off bedroom.

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

The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within 21 (twenty-one) days from the date of 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 Durban North, 15 Milne Street, Durban.

Dated at Durban this 19th day of February 2001.

Ditz Incorporated, Execution Creditor's Attorneys, 50 Masonic Grove, Durban. (Ref. Mr Cowan/Mr Jankey/sg.) (02N7886/00.)

Case No. 801/97

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and JOSEF JULIUS WOLS,
First Execution Debtor, and ELSA JOHANNA WOLS, 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 4 April 2001 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: Lot 2352, Westville, situated in the Borough of Westville, Administrative District of Natal, in extent 3 857 square metres, held by the Defendants under Deed of Transfer T5158/88.

Physical address: 39 Kings Avenue, Westville, 3610.

Improvements: Double storey-brick under tile dwelling consisting of five bedrooms, two studies, two bathrooms, main bedroom ensuite onto balcony, two lounges, dining-room, executive kitchen, three servants' quarters, double garage—lock up, floodlit tennis court, enclosed verandah/patio, large swimming-pool with pool house, burglar guarded, brick walled and automatic gates, airconditioning in all bedrooms, brick paved driveway and pathways.

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, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 1st day of March 2001.

Van Onselen O'Connell Inc., Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. Mr V. O'Connell/H. Elston/03N042001.)

Case No. 1803/98

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 SOUTH INDIAN
PROPERTIES (PTY) LTD, 1st Execution Debtor, and DORASAMY KISTEN, 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 Wednesday, 28th 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 4839 of the farm Northdale No 14914, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1,3922 hectares, held by the defendants under Deed of Transfer No T.18022/97.

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

1. The property's physical address is: Truro Plaza Shopping Centre, situated at the corner of South and Khan Roads, Pietermaritzburg, KwaZulu-Natal.

2. The improvements consist of: A single storey, split level shopping complex constructed of facebrick under chromodeck corrugated iron, consisting of some 27 shop units with an approximate gross lettable area of 5520 square metres and an approximate gross parking area of 6637 square metres divided into approximately 124 parking bays, with a 6 metre wide roadway giving access off Khan and South Roads.

The shops are laid out as follows:

2.1 The Anchor tenant's shop (Pick 'n Pay), consisting of a retail floor area of 1300 square metres, a bulk storage area of 502 square metres, chiller room of 20 square metres and freezer room of 40 square metres with 4 offices for the manager, computer room, banking and cash clerks in the retail area and a mezzanine invoice clerk's office situated in the bulk storage area; with a canteen area having a double sink, a female staff toilet with hand basin and a male staff toilet consisting of 2 toilets, a urinal and washbasin and a further two wash basin areas. The exterior consisting of a walled service yard being approximately 345 square metres in extent having a covered refuse bin area and stand by generator shelter. The shop is airconditioned (no guarantee is made as to the ownership of the airconditioning system).

2.2 Shops 1 and 2, having a floor area of 543 square metres and subdivided into steel market stalls.

2.3 Shops 3, 4, 5, 10, 11 and 12, each being 99 square metres in extent, each having front and rear entrances and a sink.

2.4 Shops 6 and 9, each being 63 square metres in extent, each having a front and rear entrance and a sink.

2.5 Shops 7 and 8, each being 52 square metres in extent, each having a front entrance and a sink.

2.6 Shop 13, being 342 square metres in extent, with a front entrance and sink.

2.7 Shops 14 and 15, each being 120 square metres in extent, each having a front entrance and a sink.

2.8 Shops 16, 17 and 18, each being 96 square metres in extent, each having a front entrance and a sink.

2.9 Shop 19, being 110 square metres in extent with front entrance and sink.

2.10 Shop 20, being 100 square metres in extent, with front entrance and sink.

2.11 Shop 21, being 202 square metres in extent, with front entrance and sink.

2.12 Shop 22, being 125 square metres in extent, with front entrance and sink.

2.13 Shop 23, being 138 square metres in extent, with front entrance and sink.

2.14 Shops 24 and 25, the combined extent being 121 square metres, with a kiosk layout.

2.15 Shop 26, being 86 square metres in extent and subdivided into two shops with kiosk layouts.

All shops are connected by a covered brick walkway being approximately 3,22 metres wide.

Shops 22 and 23 have a partially covered deck at their front entrances.

Shops 16 to 23 are terraced on three levels with inter-connecting stairs; the remaining shops are on the same level.

There are public and tenant toilet facilities as follows:

2.16 Female public toilets consisting of 7 toilets and 4 hand wash basins.

2.17 Male public toilets consisting of 3 toilets, a 3 metre urinal and 4 hand wash basins;

2.18 Invalid public toilets consisting of a toilet and hand wash basin.

Detailed building plans obtained from the Municipality can be inspected at the offices of Venn Nemeth & Hart Inc.

Details of the tenants and rentals received, so far as they have been made available to the execution creditor, will be available at NBS, corner of Commercial Road and Church Street, Pietermaritzburg (attention Mr Gwyer).

3. The town planning zoning of the property is: Limited business with coverage of 50%, height limit of 3 storeys, and a 6 metre building line.

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 2nd February 2001.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorney, 281 Pietermaritz Street, Pietermaritzburg. (Ref: R Stuart-Hill/26N0025/98.)

Case No: 6385/2000

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and SOFTGLOW INVESTMENTS (PTY) LTD,
First Execution Debtor, and NTJA JOSEPH KHABANYANA, Second Execution Debtor**

In pursuance of a judgment in the abovementioned matter, the immovable property listed hereunder will be sold in execution to the highest bidder without reserve on the 4th April 2001 at 10H00 at the Front Entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown.

Description: Erf 810, Berea West (Ext 7), Registration Division FT, in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 4 188 square metres, held by the First Defendant under Deed of Transfer T23347/1989.

Physical address: 19 Severn Drive, Westville.

Improvements: Brick under tile dwelling comprising: Entrance hall, lounge, dining room, kitchen, 3 bedrooms, with built-in cupboards (main en suite), bathroom with toilet, separate toilet, wooden gates, precast fencing, single garage, servants quarters, swimmingpool and brickpave driveway. 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, Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this the 1st day of March 2001.

Van Onselen O'Connell Inc., Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban.
(Ref: Mr V O'Connell/H Elston/03N130085.)

Case No. 07774/00

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

In the matter between STANDARD BANK OF S.A. LIMITED, Judgment Creditor, and WAHID, OMAR, First Judgment Debtor, and WAHID, FAREEDA, Second Judgment Debtor

Be pleased to take notice that in Execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff of the High Court, Durban, at 8th Floor, Maritime House, Salmon Grove No. 1, Durban, Johannesburg.

By hand on 5 April 2001 at 10:00, of the undermentioned property/ies of the Judgment Debtor, on the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Durban, 8th Floor, Maritime House, Salmon Grove No. 1, Durban, prior to the sale:

Section No. 14, as shown and more fully described on Sectional Plan SS62/91, in respect of the land buildings known as Melissa Heights, situated at Isipingo, in the Local Authority Area of Isipingo, of which section the floor area, according to the said sectional plan is 63 (sixty-three) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by virtue of certificate of registered sectional title ST571/92 (14) (Unit).

The following information is furnished regarding the improvements, although in this regard nothing is guaranteed: Entrance hall, lounge, dining-room, family room, 2 bedrooms, bathroom, w.c., laundry, kitchen, pantry, study, no. of storeys, balcony, garages, carports, servants' rooms, servants' toilets, store rooms and swimming pool.

Street address: 14 Melissa Heights, 9A - First Avenue, Isipingo Beach.

Dated at Johannesburg on this 28th day of February 2001.

Young-Davis Inc., Sanlam Arena (Entrance 2), Corner Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.) (Ref. Mrs D. T. Wyman/MS0476.); Locally represented by Cox Yeats Attorneys, 12 & 13th Floors, Victoria Maine, 71 Victoria Embankment, Durban. [Tel. (031) 304-2851.] (Ref. C. van Zuylen/cd.)

Case No. 9428/98

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

In the matter between SCOTTBURGH/UMZINTO NORTH TRANSITIONAL LOCAL COUNCIL, Plaintiff, and MITULAL SULAGAN, Defendant

(1) In pursuance of a judgment of the High Court, Durban, dated 14 December 1999, and a Warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of the High Court, Scottburgh, on 30 March 2001 at 10:00 AM, at the "Cutty Sark Hotel, Starboard Conference Room, Scottburgh".

(2) *Property description:* Erf 216, Umzinto, Registration Division ET, situated in the Scottburgh/Umzinto North, Transitional Local Council Area, in extent seven hundred and thirty five (735) square metres.

(3) *Physical address of property:* Lot 216, Main Street, Umzinto, situated near Kismet Trading Company and opposite the Market Place at Main Street, Umzinto.

(4) *Zoning:* The property is zoned commercial.

(nothing in this respect is guaranteed).

(5) Improvements:

5.1 The property is improved by the existence of a face-brick structure with asbestos, and IBR type roof sheeting over it.

5.2 The structure is comprised of a basement and a three level building with ablution facilities.

5.3 The building is made up as follows:

(a) A basement below road level.

(b) Seven shops at ground/road level.

(c) Six offices at first floor level.

(d) Two residential flats at second floor level.

Nothing in the above is guaranteed.

(6) The sale shall be subject to the terms and conditions of the High Court Act and the rules made thereunder.

(7) The Purchaser shall pay a deposit of R2 000, in respect of the purchase price, and the auctioneers commission, in cash, or by way of a cheque acceptable to the auctioneer, on the day of the sale. The balance of the purchase price is payable against transfer and pending transfer is to be secured by a Bank or Building Society guarantee approved by the execution Creditors attorneys which is to be furnished to the Sheriff within fourteen (14) days after the date of the sale.

(8) Transfer will be effected by the attorneys for the execution creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies, payment of value added tax and any other charges necessary to effect transfer, on request by the said attorneys.

(9) The full conditions of sale may be inspected at the offices of the Sheriff for the High Court, 67 Williamson Street, Scottburgh.

Dated at Umzinto on this 2nd day of March 2001.

S. Parshotam and Company, Plaintiff's Attorneys, Suite 3, Paramount Arcade, Main Road, Umzinto, 4200. (Ref. SP/U.12/LK.)

Case No. 9330/98

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 S.A. LTD), Plaintiff, and Z. M. KHAN, First Defendant, and A. KHAN, Second Defendant

The following property will be sold in execution, by the Sheriff of the High Court, Scottburgh, on 6 April 2001 at 10h00, at the Cutty Sark Hotel, Starboard Conference Room, Scottburgh:

Certain: Lot 415, Umzinto, situated in the Scottburgh/Umzinto North Local Council Area and Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 051 (one thousand and fifty-one) square metres, situated at 99 Lily Road, Umzinto.

The property is improved, without anything warranted by a brick and cement two level building under tile roof consisting of:
Ground level: Lounge, diningroom, kitchen, stoep, 5 bedrooms, double garage, shower room and bathroom. *1st Level:* 4 bedrooms and shower 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, 67 Williamson Street, Scottburgh.

Dated at Durban on this 1st day of March 2001.

Woodhead Bigby & Irving. (Ref. CSS/LP/15F4555A8.)

Case No. 9112/99

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

In the matter between TOWN TREASURER OUTER WEST LOCAL COUNCIL (KLOOF ADMINISTRATIVE ENTITY), Execution Creditor, and A. R. V. PAUL, First Execution Debtor, and M. PAUL, Second Execution Debtor

In pursuance of a Judgment in the Magistrate's Court for the District of Pinetown dated 13 July 1999, and a warrant of Execution issued on 13 July 1999, the following immovable property will be sold in execution on 28 March 2001 at 10h00, in front of the Magistrate's Court Building, 22 Chancery Lane Pinetown, to the highest bidder:

Description: Erf 2061, Kloof (Extension No. 10), Registration Division FT, situated in the Outer West Local Council Area, Province of KwaZulu Natal, in extent 925 square metres.

Postal address: 9 Maple Crescent, Wyebank Kloof.

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

Town planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respects.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The Purchaser (excluding the Judgment Creditor) shall pay a deposit of 10% of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the Conditions of Sale, is payable against transfer, to be secured in the interim by a bank to be approved by the Execution Creditor's Attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. Transfer will be effected by the Execution Creditor's Attorneys and the Purchaser shall pay to them all the costs and charges, as more fully set out in Clause 5 of the Conditions of Sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said Attorneys.

Dated at Pinetown on this 22nd day of February 2001.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case No. 9116/99

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

In the matter between TOWN TREASURER OUTER WEST LOCAL COUNCIL (KLOOF ADMINISTRATIVE ENTITY), Execution Creditor, and A. D. PAUL, First Execution Debtor, and N. PAUL, Second Execution Debtor

In pursuance of a Judgment in the Magistrate's Court for the District of Pinetown, dated 22 February 2000, and a warrant of Execution issued on 22 February 2000, the following immovable property will be sold in execution on 28 March 2001 at 10h00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: Erf 2086, Kloof (Extension No. 10), Registration Division FT, situated in the Outer West Local Council Area, Province of KwaZulu-Natal, in extent 1 131 square metres.

Postal address: 58 Maple Crescent, Wyebank Kloof.

Improvements: Brick under tile dwelling consisting of lounge, dining-room, kitchen, 4 bedrooms, en-suite, combined bathroom/toilet, separate toilet, study room and double garage.

Town planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respects.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The Purchaser (excluding the Judgment Creditor) shall pay a deposit of 10% of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the Conditions of Sale, is payable against transfer, to be secured in the interim by a bank to be approved by the Execution Creditor's Attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. Transfer will be effected by the Execution Creditor's Attorneys and the Purchaser shall pay to them all the costs and charges, as more fully set out in Clause 5 of the Conditions of Sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said Attorneys.

Dated at Pinetown on this 22nd day of February 2001.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case No. 2314/00

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

In the matter between FIRST NATIONAL BANK LIMITED, Plaintiff, and TAYLOR ELLIOT PROPERTY INVESTMENTS CC, Defendant

In pursuance of a judgment granted in the Port Shepstone Magistrate Court, under writ of execution issued thereafter, the immovable properties listed hereunder will be sold to the highest bidder without reserve, on Friday, 6 April 2001 at 10h00 in front of the Port Shepstone Magistrate's Court:

Property description: Portion 16 (of 14) of Erf 171 Port Shepstone, Registration Division ET, situated in the Port Shepstone Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent one thousand two hundred and nineteen (1219) square metres, situated at 1C Berea Crescent, Port Shepstone. Zoned Special Residential.

Portion 17 (of 14) of Erf 171 Port Shepstone, Registration Division ET, situated in the Port Shepstone Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent one thousand and forty three (1 043) square metres. Situated at 1B Berea Crescent, Port Shepstone. Zoned Special Residential.

Portion 18 (of 14) of Erf 171 Port Shepstone, Registration Division ET, situated in the Port Shepstone Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent one thousand and eighty (1 080) square metres. Situated at 1A Berea Crescent, Port Shepstone. Zoned Special Residential.

The properties comprise the following: Vacant Stands.

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

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance together with interest thereon on transfer, to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's Attorneys within 14 (fourteen) days after the sale which guarantee shall be approved by the Plaintiff's Attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer, upon request by the Plaintiff's Attorneys.

4. The full conditions of sale of each individual property may be inspected at the office of either the Sheriff of the Magistrates Court, Port Shepstone or at the offices of the Plaintiff's Attorneys.

5. The properties will be sold individually.

Dated at Port Shepstone on this the 3rd day of March 2001.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. PJF/DH/F45.) (13F005003.)

Case No. 208/2001

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and STANLEY HOWARD JAMES,
First Execution Debtor, and JOAN THERESA JAMES, Second Execution Debtor**

In pursuance of a judgment of the above Honourable Court dated the 2 February 2001 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 5 April 2001 at 10h00 at 8th Floor, Maritime House, 1 Salmon Grove, Durban, to the highest bidder without reserve:

Lot 1553, Austerville situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 269 (two hundred and sixty-nine) square metres and held under Deed of Transfer T17345/92.

Physical address: 29 Tuin Road, Austerville.

The following information is furnished but not guaranteed: Single storey brick house under tile roof consisting of 3 bedrooms, toilet (floor tiled), bathroom with bath, basin and toilet (floor tiled), lounge (tiled), kitchen fitted with cupboards (floor tiled), property partly fenced (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of Durban South, 40 St. George's Street, Durban.

Dated at Durban this 23rd day of February 2001.

Ditz Incorporated, Execution Creditor's Attorneys, 50 Masonic Grove, Durban. (Ref. Mr Cowan/Mr Jankey/sg02N7915/01.)

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 SOUTH INDIAN PROPERTIES (PTY) LTD, 1st Execution Debtor, and DORASAMY KISTEN, 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 Wednesday, 28th 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 4839 of the farm Northdale No. 14914, Registration Division FT in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1,3922 hectares, held by the Defendants under Deed of Transfer No. T.18022/97.

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

1. The property's physical address is Truro Plaza Shopping Centre, situated at the corner of South and Khan Roads, Pietermaritzburg, KwaZulu-Natal.

2. The improvements consist of a single split level shopping complex constructed of facebrick under chromodeck corrugated iron, consisting of some 27 shop units with an approximate gross lettable area of 5 520 square metres and an approximate gross parking area of 6 637 square metres divided into approximately 124 parking bays, with a 6 metre wide roadway giving access off Khan and South Roads.

The shops are laid out as follows:

2.1 The Anchor tenant's shop (Pick 'n Pay), consisting of a retail floor area of 1 300 square metres, a bulk storage area of 502 square metres, chiller room of 20 square metres and freezer room of 40 square metres with 4 offices for the manager, computer room, banking and cash clerks in the retail area and a mezzanine invoice clerk's office situated in the bulk storage area; with a canteen area having a double sink, a female staff toilet with hand basin and a male staff toilet consisting of 2 toilets, a urinal and washbasin and further two wash basin areas. The exterior consisting of a walled service yard being approximately 345 square metres in extent having a covered refuse bin area and stand by generator shelter. The shop is airconditioned (no guarantee is made as to the ownership of the airconditioning system).

2.2 Shops 1 and 2, having a floor area of 543 square metres and subdivided into steel market stalls.

2.3 Shops 3, 4, 5, 10, 11 and 12, each being 99 square metres in extent, each having front and rear entrances and a sink.

2.4 Shops 6 and 9, each being 63 square metres in extent, each having a front and rear entrance and a sink.

2.5 Shops 7 and 8, each being 52 square metres in extent, each having a front entrance and a sink.

2.6 Shop 13, being 342 square metres in extent, with a front entrance and sink.

2.7 Shops 14 and 15, each being 120 square metres in extent, each having a front entrance and a sink.

2.8 Shops 16, 17 and 18, each being 96 square metres in extent, each having a front entrance and a sink.

2.9 Shop 19, being 110 square metres in extent with front entrance and sink.

2.10 Shop 20, being 100 square metres in extent, with front entrance and sink.

2.11 Shop 21, being 202 square metres in extent, with front entrance and sink.

2.12 Shop 22, being 125 square metres in extent, with front entrance and sink.

2.13 Shop 23, being 138 square metres in extent, with front entrance and sink.

2.14 Shops 24 and 25, the combined extent being 121 square metres, with a kiosk layout.

2.15 Shop 26, being 86 square metres in extent and subdivided into two shops with kiosk layouts.

All shops are connected by a covered brick walkway being approximately 3,22 metres wide.

Shops 22 and 23 have a partially covered deck at their front entrances.

Shops 16 to 23 are terraced on three levels with inter-connecting stairs; the remaining shops are on the same level.

There are public and tenant toilet facilities as follows:

2.16 Female public toilets consisting of 7 toilets and 4 hand wash basins.

2.17 Male public toilets consisting of 3 toilets, a 3 metre urinal and 4 hand wash basins.

2.18 Invalid public toilets consisting of a toilet and hand wash basin.

Detailed building plans obtained from the Municipality can be inspected at the offices of Venn Nemeth & Hart Inc.

Details of the tenants and rentals received, so far as they have been made available to the Execution Creditor, will be available at NBS, corner of Commercial Road and Church Street, Pietermaritzburg (attention Mr Gwyer).

3. The town planning zoning of the property is: Limited business with coverage of 50%, height limit of 3 storeys, and a 6 metre building line.

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

Dated at Pietermaritzburg during February 2001.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorney, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R Stuart-Hill/26N0025/98.)

Case No. 2168/2001

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

**In the matter between FIRSTRAND BANK LIMITED, Execution Creditor, and
ANNESH PARAMDUTH RAMKLOWN, Execution Debtor**

In pursuance of a judgment granted on the 9th day of February 2001, in the Magistrate's Court, Pietermaritzburg and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on the 30th day of March 2001 at 11:00 a.m. at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg:

Description: Portion 123 of Erf 1857, Pietermaritzburg, situate in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 140 square metres.

Postal address: 43 Beverly Road, Prestbury, Pietermaritzburg, KwaZulu-Natal.

The property consists of a dwelling with lounge, kitchen, 2 bedrooms, bathroom, toilet and garage.

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

Dated at Pietermaritzburg this 2 day of March 2001.

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

Case No. 88/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and SIPHO MAZIBUKO, First Defendant, and
MAMTHO ETHEL MAZIBUKO, Second Defendant**

In execution of a judgment granted by the above Honourable Court dated on the 15th February 2000, in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Inanda Area Two at 9h00 at the front entrance of the Magistrate's Court, Moss Street, Verulam, on 2nd April 2001, to the highest bidder without reserve, namely:

Formerly described as: Lot 543, Briardale, Registration Division FT, situate in the City of Durban, Province of KwaZulu-Natal, in extent 286 square metres, held under Deed of Transfer No. T34977/98.

Now described as: Erf 543, Briardale, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 286 square metres, which property is physically situate at 13 Cobdale Place, Newlands West, KwaZulu-Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. T34977/98 dated 17th December 1998.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of: Double storey semi detached brick under tile dwelling comprising of *Upstairs:* 3 bedrooms. *Downstairs:* Open plan lounge and diningroom, kitchen, toilet, bathroom, staircase, single manual garage and burglar guards. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold "voetstoots").

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Inanda Area Two, 1 Trevennen Road, Lotusville, Verulam and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban this 28th day of February 2001.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (D C Gardyne/RD/GAL4636.)

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

**In the matter between BOE BANK LIMITED (formerly known as NBS BOLAND BANK LTD), Plaintiff, and
BAMUDE PROPERTIES CC, First Defendant, and IAIN COLIN MACLEAN, Second Defendant**

In pursuance of a judgment granted on 10 July 2000, in the High Court of South Africa (Durban and Coast Local Division), the following immovable property belonging to the First Defendant, will be sold in execution on 29 March 2001 at 12:00, on the steps of the High Court, Masonic Grove, Durban, to the highest bidder:

Property description: The right to erect and complete from time to time within a period of 10 years for the close corporation's account further buildings in terms of Section 25 (1) (a) on the specified portion of the common property as indicated on the plan [as referred to in Section 25 (2) (a) of the Act], and to divide such building or buildings into a section or sections and common property and to confer the right of exclusive use over portion of such common property upon the owner or owners of one or more sections in respect of the land described as Remaining of Portion 20 of Erf 955, Durban North, Registration Division FU, situated in the Durban Entity, Province of KwaZulu-Natal and in the scheme known as "Prospect Hall Gardens" in respect of the land and building or buildings situated at Durban Entity and shown on Sectional Plan No. SS66/1998, held by Certificate of Real Rights No. SK370/1998 dated 27 February 1998.

Physical address: 168 Prospect Hall Road, Durban North.

Improvements: Pursuant to the exercise of its rights the First Defendant has improved the land described as Portion 20 of Erf 955, Durban North, by the addition of the following improvements:

Unit 1: Brick under tile simplex comprising of 2 bedrooms with built-in cupboards (carpeted), bedroom with built-in cupboards en-suite (carpeted), toilet, wash basin, bath (tiled), kitchen with built-in cupboards (tiled), lounge/open plan dining room, wash area and double garage.

Unit 2: Brick under tile simplex comprising of 2 bedrooms with built-in cupboards (carpeted), bedroom with built-in cupboards en-suite (carpeted), open plan lounge/diningroom (carpeted), balcony, kitchen (tiled), balcony, bath, toilet, wash closet, balcony and double garage.

Unit 3: Downstairs: Brick under tile duplex comprising of open plan lounge/diningroom (carpeted), kitchen with built-in cupboards (carpeted), toilet, wash basin (tiled). *Upstairs:* 2 bedrooms with built-in cupboards (carpeted), bedroom en-suite, bath, toilet, wash basin, bathroom, shower, bath, toilet, wash basin, balcony and double garage.

Unit 4: Brick under tile duplex comprising of: *Downstairs:* Kitchen with built-in cupboards (tiled), open plan lounge/diningroom (carpeted), toilet with wash basin (tiled). *Upstairs:* 2 bedrooms with built-in cupboards (carpeted), bedroom with built-in cupboards en-suite (carpeted), bath, wash basin (tiled), balcony, 2 bedrooms with built-in cupboards (carpeted), bathroom shower, bath, toilet, wash basin and double garage.

Unit 5: Brick under tile dwelling duplex comprising of: *Downstairs:* Open plan lounge/diningroom (carpeted), toilet (tiled), wash basin, kitchen with built-in cupboards (tiled). *Upstairs:* 2 bedrooms with built-in cupboards (carpeted), bedroom with built-in cupboards, en-suite (carpeted), bath, toilet, wash basin, bathroom, shower, bath, wash basin, toilet (tiled) and double garage.

Unit 6: Brick under tile duplex comprising of open plan lounge/diningroom (tiled), kitchen with built-in cupboards (tiled), toilet (tiled) and wash basin. *Upstairs:* Bedroom with en-suite, bathroom, shower, bath, toilet (tiled), 2 bedrooms with built-in cupboards (carpeted), shower, toilet, wash basin and double garage.

Unit 7: Brick under tile simplex comprising of bedroom with built-in cupboards, en-suite (carpeted), 2 bedrooms with built-in cupboards (carpeted), kitchen with built-in cupboards (tiled), open plan lounge/diningroom (carpeted), bathroom, shower, bath, wash basin, toilet (tiled), shower, toilet, wash basin (tiled) and double garage.

Unit 8: Brick under tile simplex comprising of bedroom with built-in cupboards (carpeted), bedroom with built-in cupboards (carpeted), bedroom with balcony (carpeted), en-suite, double garage locks up, staircase leading to first floor (carpeted), lounge (carpeted), open plan dining room, kitchen with built-in cupboards (floor and wall tiled), balcony (tiled) with SPA bath—complete with accessories, built-in cupboards in passage, toilet, shower, wash basin (tiled floor), wall $\frac{1}{2}$ tiled, toilet, shower, wash basin (tiled floor), wall $\frac{1}{2}$ tiled, complete airconditioning.

Unit 9: Brick under tile simplex comprising of bedroom with en-suite (carpeted), bath, toilet, wash basin, 2 bedrooms with built-in cupboards (carpeted), kitchen with built-in cupboards (tiled), open plan lounge/diningroom (carpeted), bathroom, bath, shower, wash basin, toilet (tiled) and double garage.

Unit 10: Brick under tile duplex comprising of bedroom (carpeted), 2 bedrooms (carpeted), lounge (carpeted), open plan dining room, kitchen with built-in cupboards (tiled floor) (wall tiled), passage with built-in cupboards, en-suite bedroom with toilet, bath, wash basin (tiled floor) (wall $\frac{1}{2}$ tiled), built-in cupboards, balcony (tiled floor), staircase leading to first floor, roof top court yard.

Unit 11: Brick under tile simplex comprising of 2 bedrooms with built-in cupboards (carpeted), bedroom with built-in cupboards, en-suite, kitchen with built-in cupboards (tiled), open plan lounge/diningroom (carpeted), bathroom, bath, shower, toilet (tiled), bath, toilet, wash basin and double garage.

Unit 12: Brick under tile simplex comprising of 2 bedrooms with built-in cupboards (carpeted), bedroom en-suite, bath, toilet, wash basin, open plan lounge/dining room (carpeted), kitchen with built-in cupboards, bathroom, shower, bath, toilet, wash basin, balcony and double garage.

Unit 13: Brick under tiled simplex comprising of 2 bedrooms (carpeted), bedroom carpeted with en-suite, toilet, bath (tiled floor) (wall 1/2 tiled), lounge open plan kitchen with built-in cupboards (tiled), washing area paved, built-in cupboards in passage, toilet, bath, wash basin, shower (tiled floor) (wall 1/2 tiled), verandah paved and double lock up garage.

Unit 14: Brick under tile duplex comprising of 2 bedrooms with built-in cupboards (carpeted), bedroom (carpeted) with built-in cupboards, en-suite, shower, wash basin, toilet, open plan lounge/dining room (tiled balcony), kitchen with built-in cupboards, tiled balcony, bathroom, shower, tiled toilet, wash basin, bath and double garage.

Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban North at 15 Milne Street, Durban and at the offices of Thorpe & Hands Incorporated, Suite 2522, 320 West Street, Durban, during normal office hours.

Dated at Durban this 20th day of February 2001.

Thorpe & Hands Inc., Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref. MR K WALKER/pi/08/N359/284.)

Case No. 2636/00

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and DUMISANI IRK NTSHAKALA, 1st Defendant, and THE REPRESENTATIVE OF THE ESTATE LATE THEMBI WINIFRIEDER NTSHAKALA, 2nd Defendant

In pursuance of a judgment granted on 18 December 2000 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 28 March 2001 at 11:00, at the steps of the Magistrate's Court, Church Street, Vryheid:

1. (a) *Description:* Lot 1933, Vryheid, Extension No. 12, situated in the Vryheid Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, measuring 920 (nine hundred and twenty) square metres in extent.

(b) *Street address:* 8 Blesbok Street, Vryheid.

(c) *Improvements* (not warranted to be correct): Not available.

(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 Sheriff of the Magistrate's Court, 214 Hlobane Street, Vryheid.

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

Dated at Richards Bay this 7th day of March 2001.

Kloppers Incorporated, First Floor, Partridge Place, Richards Bay, c/o Uys & Partners, 153 Landdros Street, Vryheid.

Case No. 9755/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and POOLIA REDDY, First Defendant, and PARVATHY REDDY, Second Defendant

In terms of a judgment of the above Honourable Court dated 17 December 1998, a sale in execution will be held on Monday, 2 April 2001, at the front entrance of the Magistrate's Court, Moss Street, Verulam, at 09:00, to the highest bidder without reserve:

Erf 378, Hillgrove, Registration Division FT, situated in the Durban Metro-North Central City Council Area, Province of KwaZulu-Natal, in extent four hundred and eighty (480) square metres, held by Deed of Transfer No. T6924/1989.

Physical address: 22 Kingshill Close, Marble Ray.

The following information is furnished but not guaranteed: Single storey brick under tile dwelling comprising of 3 bedrooms (carpeted), lounge (carpeted), kitchen (tiled), toilet, bathroom and cemented driveway (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

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

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

Dated at Durban on this 28th day of February 2001.

D. H. Botha, for Strauss Daly Inc., 1st Floor, 21 Aliwal Street, Durban, 4001. (Docex No. 27.) (Tel: 304-3433.) (Ref. MRS RADFORD/mg/A0038/1034.)

Case No. 9211/00

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 HECTOR VAN HEERDEN, 1st Defendant, and WERNA ILSE VAN HEERDEN, 2nd Defendant

The following property will be sold in execution, by the Sheriff of the High Court, Durban South, on the 5th April 2001 at 10h00 at 8th Floor, Maritime House, Salmon Grove No. 1, Durban:

Certain: Section No. 8 as shown and more fully described on Sectional Plan No. SS56/1979, in the scheme known as Elloria in respect of the land and building or buildings situate at Amanzimtoti, local authority of Amanzimtoti of which the floor area, according to the said sectional plan is 105 (one hundred and five) square metres, in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situate 8 Elloria, 10 Ross Street, Amanzimtoti.

The property is improved, without anything warranted by a duplex: 2 bedrooms, toilet, bathroom consisting of bath, basin & shower, lounge & diningroom (combined) (floor tiled): kitchen fitted with cupboards (floor tiled).

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, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 16 February 2001.

Woodhead Bigby & Irving. (Ref. CSS/LP/15F4678AB.)

Case No. 9865/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between ABSA BANK LIMITED No. 86/04794/06, Execution Creditor, and Mr MAHOMED FAZEL AZIZ, Execution Debtor

In terms of a judgment of the above Honourable Court dated the 4 February 1999, a sale in execution will be held on Friday, the 30th March 2001 at 10 am at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder without reserve:

Erf 124, Grove End, Registration Division FU, in the Durban Entity, Province of KwaZulu-Natal, in extent 203 (two hundred and three) square metres, now known as: Erf 124, Grove End, Registration Division FU, situate in the North Central Local Council Area, Province of KwaZulu-Natal, in extent 203 (two hundred and three) square metres.

Physical address: 406 Grove End Drive, Grove End, Phoenix, 4068.

The following information is furnished but not guaranteed: Block under semi-detached duplex consisting of lounge, 3 bedrooms, kitchen, toilet/shower.

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the Magistrate's Court, 1st Floor, 12 Groom Street, Verulam, or at our offices.

Dated at Durban this 28 February 2001.

Brown Brodie, Plaintiff's Attorneys, 12th Floor, Absa Building, 291 Smith Street, Durban, 4001; PO Box 714, Durban, 4001/Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1770/Mrs Chetty.)

MPUMALANGA

Saak No. 7210/00

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen FBC FIDELITY BANK LTD, Eiser, en VV SEBOWANE, Verweerder

Geliewe kennis te neem dat ingevolge 'n Lasbrief vir Eksekusie teen Goed uitgereik op 11 Desember 2000, en die daaropvolgende beslaglegging van die onderstaande eiendom, voormelde eiendom geregteelik verkoop word op Vrydag, 30 Maart 2001 om 11h00, te die Baljukantore, President Krugerstraat, Middelburg, Mpumalanga:

Gedeelte 35, Erf 5629, Dorpsgebied Mhluzi Uitbreiding 2, Registrasie-afdeling JS, Mpumalanga, groot 234 vierkante meter, gehou kragtens Akte van Transport T7646/99, aan die hoogste bieder.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans verseker te word deur bank waarborg of betaling in trust binne 30 (dertig) dae vanaf datum van verkoping.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae by die kantoor van die Balju van die Landdroshof, President Krugerstraat 12, Middelburg, wees en te Brandmuller-Taljaard Prokureurs, 22 Joubertstraat, Middelburg.

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

Brandmuller-Taljaard, Posbus 59, Joubertstraat 22, Middelburg, 1055. [Tel. (013) 282-5983.] (Verw: E Taljaard/bm/04/L0753/8161.)

Saak No. 7211/00

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen FBC FIDELITY BANK LTD, Eiser, en WM SELLO, Verweerder

Geliewe kennis te neem dat ingevolge 'n Lasbrief vir Eksekusie teen Goed uitgereik op 12 Desember 2000, en die daaropvolgende beslaglegging van die onderstaande eiendom, voormelde eiendom geregteelik verkoop word op Vrydag, 30 Maart 2001 om 11h00, te die Baljukantore, President Krugerstraat, Middelburg, Mpumalanga:

Gedeelte 67 van Erf 5629, Dorpsgebied Mhluzi, Registrasie-afdeling JS, Mpumalanga, groot 216 vierkante meter, gehou kragtens Akte van Transport T113243/98, aan die hoogste bieder.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans verseker te word deur bank waarborg of betaling in trust binne 30 (dertig) dae vanaf datum van verkoping.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae by die kantoor van die Balju van die landdroshof, President Krugerstraat 12, Middelburg, wees en te Brandmuller-Taljaard Prokureurs, 22 Joubertstraat, Middelburg.

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

Brandmuller-Taljaard, Posbus 59, Joubertstraat 22, Middelburg, 1055. [Tel. (013) 282-5983.] (Verw: E Taljaard/bm/04/L0751/8154.)

Saak No. 7816/98

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen BOE BANK BEPERK, voorheen bekend as NBS BOLAND BANK BPK, voorheen bekend as NBS BANK BPK, Eiser, en EXEMPLI BELEGGINGS 30 (EDMS) BPK (95/10508/07), 1ste Verweerder, en MATTHYS JOHANNES BLOM, 2de Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n Lasbrief vir Eksekusie gedateer 14 Desember 1998, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bleër op Woensdag, 4 April 2001 om 10:00, te Proteasingel 24, Nelspruit (die eiendom), naamlik:

Erf 341, West Acres Uitbreiding 1 Dorpsgebied, Registrasie Afdeling J.T., Provinsie van Mpumalanga, alternatiewelik bekend as Proteasingel 24, Nelspruit.

Verbeterings (nie gewaarborg nie): 3 slaapkamers, badkamer, stort, toilet, eetkamer, sitkamer, kombuis, motorhuis, motorafdak.

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 Landdroshoewet, Nr. 32 van 1944, soos gewysig.

2. Die verdere verkoopsvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Nelspruit, van Posbus 155, Nelspruit, 1200, met telefoonnommer (013) 752-3466, asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 16de dag van Februarie 2001.

Piet Swanepoel, vir Swanepoel & Vennote, Prokureurs vir Eiser, Suite 601, The Pinnacle, Parkinstraat 1, Posbus 1300, Nelspruit. (Tel. 753-2401.) (Faks: 752-6589.) (Verw: Pieter Swanepoel/Debbie/JN0208.)

Saak No. 15328/00

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen NBS, 'n divisie van BOE BANK BEPERK, voorheen bekend as NBS BANK BPK, Eiser, en STAND 192 NELSPRUIT BK (CK97/37297/23), 1ste Verweerder, en IOANNIS SPYRIDIS, 2de Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n Lasbrief vir Eksekusie gedateer 4 Desember 2000, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op Woensdag, 4 April 2001 om 11:00, te Russel Straat 10, Nelspruit (die eiendom), naamlik:

Erf 192, Nelspruit Uitbreiding Dorpsgebied, Registrasie Afdeling J.T., Provinsie van Mpumalange, alternatiewelik bekend as Russel Straat 10, Nelspruit.

Verbeterings (nie gewaarborg nie): Perseel met besigheidsregte.

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 Landdroshoewet, Nr. 32 van 1944, soos gewysig.

2. Die verdere verkoopsvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Nelspruit, van Posbus 155, Nelspruit, 1200, met telefoonnommer (013) 752-3466, asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 16de dag van Februarie 2001.

Swanepoel & Vennote, Prokureurs vir Eiser, Suite 601, The Pinnacle, Parkinstraat 1, Posbus 1300, Nelspruit. (Tel. 753-2401.) (Faks: 752-6589.) (Verw: Pieter Swanepoel/Debbie/JN0389.)

Saak No. 5380/98

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen NBS BOLAND BANK BPK, voorheen bekend as NBS BANK BPK, Eiser, en COTTON FIELDS INVESTMENTS (EDMS) BPK (95/02493/07), 1ste Verweerder, en MATTHYS JOHANNES BLOM, 2de Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n Lasbrief vir Eksekusie gedateer 3 September 1998, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op Woensdag, 4 April 2001 om 09:00, te Penny Straat 10, Nelspruit (die eiendom), naamlik:

Erf 628, Nelspruit Uitbreiding 2 Dorpsgebied, Registrasie Afdeling J.U., Provinsie van Mpumalanga, alternatiewelik bekend as Penny Straat 10, Nelspruit.

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

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 Landdroshoewet, Nr. 32 van 1944, soos gewysig.

2. Die verdere verkoopsvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Nelspruit, van Posbus 155, Nelspruit, 1200, met telefoonnommer (013) 752-3466, asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 16de dag van Februarie 2001.

Pieter Swanepoel, vir Swanepoel & Vennote, Prokureurs vir Eiser, Suite 601, The Pinnacle, Parkinstraat 1, Posbus 1300, Nelspruit. (Tel. 753-2401.) (Faks: 752-6589.) (Verw: Pieter Swanepoel/Debbie/JN0196.)

Saak No. 5781/00

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen BOE BANK BPK, Eiser, en BLUE DOT PROPERTIES 1296 BK (CK99/38888/23), Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n Lasbrief vir Eksekusie gedateer 29 Augustus 2000, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op Woensdag, 4 April 2001 om 12:30, te Ged 66 (Ged v Ged 6) van die plaas Weltevreden No. 455 (die eiendom), naamlik:

Ged 66 (Ged v Ged 6) van die plaas Weltevreden No. 455, Registrasie Afdeling J.T., Provinsie van Mpumalanga.

Verbeterings (nie gewaarborg nie): 4 slaapkamers, 2 badkamers, sitkamer, eetkamer, kombuis, 2 motorhuise, 2 afdakke. *2de huis*: 3 slaapkamers. *3de huis*: 2 slaapkamers.

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, Nr. 32 van 1944, soos gewysig.

2. Die verdere verkoopsvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Nelspruit, van Posbus 155, Nelspruit, 1200, met telefoonnommer (013) 752-3466, asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 16de dag van Februarie 2001.

Pieter Swanepoel, vir Swanepoel & Vennote, Prokureurs vir Eiser, Suite 601, The Pinnacle, Parkinstraat 1, Posbus 1300, Nelspruit. (Tel. 753-2401.) (Faks: 755-1017.) (Verw: Pieter Swanepoel/Debbie/JN0364.)

Saak No. 2802/98

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en JOHAN ADRIAN SMIT, Eksekusieskuldenaar

Ten uitvoering van 'n Vonnis en 'n Lasbrief vir Eksekusie uitgereik in bogemelde Hof op 12 April 1999, sal die onderstaande eiendom geregtelik verkoop word te Vliersingel 20, West Acres, Uitbreiding 1, Nelspruit, op 4 April 2001 om 16h00, of so spoedig moontlik daarna, naamlik:

Erf 265, West Acres Uitbreiding 1, Registrasie Afdeling JT, Mpumalanga, groot 1 144 m².

Die volgende verbeterings is op die eiendom aangebring (die aard en toestand en bestaan daarvan nie gewaarborg nie, en word voetstoots verkoop, naamlik: 'n Woonhuis bestaande uit vyf slaapkamers, ingangsportaal, sitkamer, eetkamer, studeerkamer, familiekamer, kombuis, opwaskamer, stookkamer, 2 badkamers met 'n aparte toilet, motorafdak, 'n buitekamers met toilet, 'n swembad met lapa onderworpe aan die voorwaardes vermeld in die Titellakte van voormelde eiendom kragtens Akte van Transport T21119/81.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshowewet en Reëls aan die hoogste bieder verkoop word.

Die koopprijs is as volg betaalbaar, synde:

1. 10% van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof en/of die afslaer.
2. Die balans plus rente by wyse van 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne veertien (14) dae vanaf datum van verkoping.

Die verkoping geskied "voetstoots" en die Voorwaardes van Verkoping sal gedurende kantoorure by die Afslaer en/of die Balju van die Landdroshof, Nelspruit, ter insae lê.

Geteken te Nelspruit op hede die 26ste dag van Februarie 2001.

Du Toit-Smuts Prokureurs, h/v Rothery & vNiekerkstrate, Posbus 4030, Nelspruit. (Ref: KDK/ps/V1590/1/V1/98.)

Aan: Die Klerk van die Hof, Nelspruit.

Aan: Die Balju van die Landdroshof, Nelspruit.

Aan: Die *Laevelde*, Nelspruit.

Aan: Die *Staatskoerant*, Pretoria.

Case No. 10012/00

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

In the matter between FBC FIDELITY BANK LTD, Judgment Creditor, and M J MATHEBULA, Judgment Debtor

In pursuance of a Judgment in the Magistrate's Court, Nelspruit, and Writ of Execution, the undermentioned property will be sold in execution on 28th March 2001, at 15:00, at Erf 597, Tekwane South:

Erf 597, in the Township Tekwane South, Registration Division J.U., Mpumalanga, in extent 438 m², held under Deed of Transfer T73157/99.

Conditions of sale:

1. The property shall be sold by public auction without reserve and subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder, and further subject to the conditions of the Title Deed.
2. The improvements to the property are described as follows, but no warranties are given in this respect: Dwelling.
3. The purchase price is payable as follows: 10% of the purchase price at the sale and the balance shall be paid or secured by an approved Bank or Building Society within fourteen days from the date of the sale.
4. The full conditions of sale which will be read out by the Sheriff of this Court immediately before the sale, may be inspected at his office or at the office of the Plaintiff's Attorneys.

Signed at Nelspruit on this the 14th day of February 2001.

Kruger-Lourens Inc, Attorneys for Plaintiff, Proforum, 5 Van Rensburg Street, Nelspruit. (Tel. 752-3247.) (VK/mn-F12/001-F0016/83.)

Case No. 6682/00

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

In the matter between FBC FIDELITY BANK LTD, Judgment Creditor, and R W NGOMANE, Judgment Debtor

In pursuance of a Judgment in the Magistrate's Court, Nelspruit, and Writ of Execution, the undermentioned property will be sold in execution on 28th March 2001 at 12:00, at Erf 769, Tekwane South:

Erf 769 in the Township Tekwane South, Registration Division J.U., Mpumalanga, in extent 300 m², held under Deed of Transfer T5100/99.

Conditions of sale:

1. The property shall be sold by public auction without reserve and subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder, and further subject to the conditions of the Title Deed.
2. The improvements to the property are described as follows, but no warranties are given in this respect: Dwelling.
3. The purchase price is payable as follows: 10% of the purchase price at the sale and the balance shall be paid or secured by an approved Bank or Building Society within fourteen days from the date of the sale.
4. The full conditions of sale which will be read out by the Sheriff of this Court immediately before the sale, may be inspected at his office or at the office of the Plaintiff's Attorneys.

Signed at Nelspruit on this the 14th day of February 2001.

Kruger-Lourens Inc, Attorneys for Plaintiff, Proforum, 5 Van Rensburg Street, Nelspruit. (Tel. 752-3247.) (VK/mn-F8/001-F0016/82.)

Saak No. 6220/00

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen NH MAZIBUKO, Eksekusieskuldeiser, en MP MOKOENA, 1ste Eksekusieskuldenaar, en N MOKOENA, 2de Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 10 Julie 2000 toegestaan is, op 30 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 2115, geleë in die Dorpsgebied van Ackerville, Registrasie Afdeling JS, Mpumalanga, groot 271 (twee sewe een) vierkante meter, gehou kragtens Akte van Transport T69696/1999.

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 koopprijs soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 28ste dag van Februarie 2001.

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

Saak No. 858/00

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen O SKHOSANA, Eksekusieskuldeiser, en JJ MSIBI, 1ste Eksekusieskuldenaar, en PM MAGEZA, 2de Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 17 Maart 2000 toegestaan is, op 30 Maart 2001 om 10h00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die Verkoopvoorwaardes wat ter insae sal lê by die Baljukskantoor, Rhodestraat, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 1719, geleë in die Dorpsgebied van kwaGuqa Uitbreiding 4, Registrasie Afdeling JS, Mpumalanga, groot 200 (twee nul nul) vierkante meter, gehou kragtens Akte van Transport T75154/1996.

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 28ste dag van Februarie 2001.

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

Saak No. 9497/00

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen EERSTE NASIONALE BANK VAN SA BEPERK, Eksekusieskuldenaar, en MLINGO GEORGE MAHLANGU, Eksekusieskuldenaar

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie tot uitwinning gedateer 6 Oktober 2000, sal die Eksekusieskuldenaar/e se onderstaande eiendom verkoop word deur die Balju in eksekusie om 10h00 op Vrydag, 30 Maart 2001, by die Landdroskantoor, Witbank, Delvillestraat, Witbank van Erf 2869, Kwa Guqa Uitbreiding 5, Witbank, aan die hoogste bieder:

Erf 2869, Kwa Guqa Uitbreiding 5 dorpsgebied, Registrasie Afdeling J S Transvaal, groot 200 (tweehonderd) vierkante meter, gehou kragtens Akte van Transport No. T92278/94, aanvanklik geregistreer deur Sertifikaat van Geregistreeerde Toekenning van Huurpag TL5731/89 met Algemene Plan L414/1989, wat daarop betrekking het en gehou deur Akte van Transport T9278/94.

Bestaande uit: Een teëldak woning met gepleisterde mure en beton omheining, 2 slaapkamers, badkamer, kombuis en sitkamer.

1. Die eiendom sal "voetsoots" verkoop word en sonder reserwe aan die hoogste bieder en sal die verkoping onderhewig wees aan die bepalings van Artikel 66 van die Landdros Hofwet 1944, soos gewysig.

2. Die koopprijs sal betaalbaar wees as volg:

2.1 10% (tien persent) van die koopprijs op die dag van die verkoping.

2.2 Die onbetaalde balans tesame met rente op die balanskoopsom gereken teen 'n koers van (14,50%) per jaar gereken vanaf datum van verkoping tot datum van registrasie van die eiendom in die naam van die koper, sal betaal word en verseker word by wyse van 'n bank of bougenootskapwaarborg binne 21 (een en twintig) dae van datum van verkoping.

3. Vendusiekoste sal betaalbaar wees op die dag van die verkoping en sal as volg bereken word: 4% (vier persent) van die opbrengs van die verkoping met 'n minimum van R10,00 (tien rand).

4. Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê te insae by die kantoor van die Balju, Rhodesstraat Nr. 3, Witbank, asook die Landdroskantore te Witbank.

Aldus gedaan en geteken te Witbank, Mpumalanga op hierdie 26ste dag van Februarie 2001.

P J Pieters, vir Jaffit Goodman, 2de Vloer, Gempark Gebou, h/v Arras en Elizabethstrate, Posbus 93, Witbank. (Verw. Mev. H Pieters/DE4427.)

Saak No. 1490/00

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en M.L. SOBAHLE, 1ste Eksekusieskuldenaar, en H.W. SOBAHLE, 2de Eksekusieskuldenaar

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof op 20 Maart 2000, sal die onderstaande eiendom geregtelik verkoop word te Kwartzstraat 24B, West Acres Uitbreiding 13, Nelspruit, op 4 April 2001 om 15h00, of so spoedig moontlik daarna, naamlik:

Gedeelte 143 ('n gedeelte van Gedeelte 88) van Erf 1957, West Acres Uitbreiding 13, Registrasie Afdeling JT, Mpumalanga, groot 421 m².

Die volgende verbeterings is op die eiendom aangebring (die aard en toestand en bestaan daarvan nie gewaarborg nie en word voetstoots verkoop, naamlik: 'n Woonhuis bestaande uit twee slaapkamers, sit-/eetkamer, kombuis, twee badkamers en enkel motorhuis onderworpe aan die voorwaardes vermeld in die titelakte van voormelde eiendom kragtens Akte van Transport T74903/99.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshowewet en Reëls aan die hoogste bieder verkoop word.

Die koopprys is as volg betaalbaar, synde:

1. 10% van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof en/of die Afslaer.

2. Die balans plus rente by wyse van 'n bank- of bougenootskap waarborg betaalbaar teen registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne veertien (14) dae vanaf datum van verkoping.

Die verkoping geskied "voetstoots" en die voorwaardes van verkoping sal gedurende kantoorure by die afslers en/of die Balju van die Landdroshof, Nelspruit ter insae lê.

Geteken te Nelspruit op hede die 28ste dag van Februarie 2001.

K. de Kock, vir Du Toit-Smuts Prokureurs, h/v Rothery & V Niekerkstrate, Posbus 4030, Nelspruit. (Verw. KDK/EK/A1000/269/A39/00.)

Aan: Die Klerk van die Hof, Nelspruit.

Aan: Die Balju van die Landdroshof, Nelspruit.

Aan: Die Laevelder, Nelspruit.

Aan: Die Staatskoerant, Pretoria.

Saak No. 12550/00

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen BOE BANK BEPERK, h/a NBS, Eiser, en C L BREYTENBACH, Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom na aanleiding van 'n vonnis wat in bogemelde saak op 8 Januarie 2001 toegestaan is, op 30 Maart 2001 om 11h00, te die betrokke perseel, naamlik: Resterende gedeelte van Erf 180, geleë in die dorpsgebied Reyno Rif, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Sekere Resterende gedeelte van Erf 180, geleë in die dorpsgebied Reyno Rif, Registrasie Afdeling J.S., in die Provinsie van Mpumalanga, groot 1 044 (een nul vier vier) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport T42576/00 gedateer 25 April 2000.

Straatadres: Leostraat 8, Reyno Rif, Witbank.

Eiendom is as volg verbeter: Woonhuis.

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 koopprijs is betaalbaar by wyse van 'n deposito van 10% by sluiting van die verkoping en die balans is betaalbaar binne 30 (dertig) dae vanaf datum van verkoping. Die koper moet binne genoemde periode 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 ens. op die eiendom asook rente op die koopprijs soos deur die skuldeiser bepaal.

Geteken te Witbank op hierdie 22ste dag van Februarie 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/N943.)

Case No. M225/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DAMMIE, RARANE JOSEPHINE, Defendant

In pursuance of a judgment in the Court for the Magistrate of KwaMhlanga granted on the 11th August 2000 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 6 April 2001 at 10h00, at the Magistrate's Court, KwaMhlanga, to the highest bidder:

Certain Erf 412, KwaMhlanga-BA Township, Registration Division JR, Province of Mpumalanga, situate at 412 KwaMhlanga-BA, KwaMhlanga, measuring 600 (six hundred) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed.

Main building: Residence comprising 3 bedrooms, bathroom, kitchen and living room.

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

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

Dated at Boksburg on 15 February 2001.

Hammond Pole & Dixon, Attorneys of Plaintiff, c/o Coetzee & Reyneke Inc., 9 Van Riebeeck Street, Groblersdal. [Tel. (013) 262-5049.] (Ref. P Butter/jr/BN0002.) (Bond Account No. 8194672000101.)

Case No. 34141/98

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and VUSUMUZI LEONARD XABA, First Defendant, and SDUDLA MERICA XABA, Second Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Highveld Ridge, at 13 Pennsylvania Street, Evander, on Wednesday, 28 March 2001 at 11h00.

Full conditions of the sale can be inspected at the Sheriff, Highveld Ridge, 13 Pennsylvania Street, Evander and will be read out prior to the sale taking place.

No warranties are given with regard to the description, and extent and/or improvements of the property.

Property: Erf 5453, Embalenhle Extension 9, Registration Division J.S., Mpumalanga, measuring 399 square metres, and also known as Erf 5453, Embalenhle Extension 9.

Improvements: Dwelling—2 bedrooms, bathroom, kitchen and living room.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr. Croucamp/Tanje/E2160.)

Case No. 11941/99

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and
ROY JAMES KENNEDY, Defendant**

A sale in execution of the undermentioned property is to be sold by the Sheriff, Lydenburg, and to be held at the Magistrate's Court, Voortrekker Street, Lydenburg, on Wednesday, 28 March 2001 at 10h00.

Full conditions of the sale can be inspected at the Sheriff, Lydenburg, 80 Kantoor Street, Lydenburg, Telephone Number (013) 235 1877, and will be read out prior to the sale taking place.

No warranties are given with regard to the description, and extent and/or improvements of the property.

Property: Remaining Extent of Portion 14 of the Farm Klipspruit 89, Registration Division J.T., Mpumalanga, measuring 1,8696 hectares, also known as R/E of Portion 14 of the farm Klipspruit 89.

Improvements: Dwelling—3 bedrooms, bathroom, kitchen and 2 living rooms.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. (012) 342-9164.] (Ref. Mr Croucamp/Tanje/E2469.)

Case No. 26545/99

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

**In the matter between FNB PROPERTIES, a division of FIRSTRAND BANK LIMITED, Plaintiff, and
LAVISA, NYANISILE, 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 at the Magistrate's Court, Delville Street, Witbank, on the 30th of March 2001 at 10h00, of the undermentioned property of the Defendant/s on conditions which will lie for inspection at the offices of the Sheriff, Witbank, Rhodes Street 3, Witbank, prior to the sale:

Certain Erf 2277, Phola Township, Registration Division J.S., Province of Mpumalanga, being 2277 Phola, Ogies, measuring 280 (two hundred and eighty) square metres.

The property is zoned residential.

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

A detached single storey brick built residence, comprising of family room, kitchen, 2 bedrooms and bathroom/watercloset.

Dated at Midrand on this the 26th day of February 2001.

Versfelds Nkosi Inc., Plaintiff's Attorneys, c/o Lubbe & Roets Attorneys, Suite 1920, SAAU Building, 19th Floor, c/o Schoeman & Andries Streets, Pretoria. (Tel. 468-3000.) (Fax 468-1371.) (Ref. JS/AJ/55.)

Case No. 240/2001

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

**In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and JOHN HENRY LOCKEM,
First Defendant, and ELIZABET MAGDELENA GRUNDELING LOCKEM, Second Defendant**

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Delville Street, Witbank, by the Sheriff, Witbank, on Friday, 30 March 2001 at 10h00.

Full conditions of the sale can be inspected at the Sheriff, Witbank, at 3 Rhodes Street, and will be read out prior to the sale taking place.

No warranties are given with regard to the description, and extent and/or improvements of the property.

Property: Erf 25, Jackaroo Park Township, Registration Division J.S., Mpumalanga, measuring 1 849 square metres, also known as 32 Booyong Street, Jackaroo Park, Witbank.

Improvements: Dwelling—3 bedrooms, kitchen, 2 living rooms and 2 bathrooms. **Outbuildings:** Garage and servants quarters. Zoned Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. (012) 342-9164.] (Ref. Mr. Coetzee/Dalene/F884.)

Case No. 1400/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between STANDARD BANK OF S.A. LIMITED, Plaintiff, and JOAO MANUEL DE MENDONCA CAIRES, First Defendant, and MARIA CELESTE CAIRES, Second Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, Middelburg, Mpumalanga, by the Sheriff, Middelburg, on Friday, 30 March 2001 at 10h00.

Full conditions of the sale can be inspected at the Sheriff, Middelburg, 17 Sering Street, Middelburg and will be read out prior to the sale taking place.

No warranties are given with regard to the description, and extent and/or improvements of the property.

Property: Erf 403, Komati, Registration Division I.S., Mpumalanga, measuring 1 000 square metres, also known as 4 Flamingo Boulevard, Komati.

Improvements: Dwelling—2 livingrooms, 4 bedrooms, bathroom, toilet, kitchen, 2 other rooms, garage, outside bathroom and staff room. Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. (012) 342-9164.] (Ref. Mr Coetzee/Belinda/F889.)

Case No. 27885/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED (formerly NEDPERM BANK LIMITED), Plaintiff, and KGATHOLE SAMUEL MOKOLO, ID 6411275567082, First Defendant, and MATLADI JANE MOKOLO, ID 6704100525089, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Ekangala on 27 March 2001 at 12:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Ekangala, 14 Grobler Avenue, Groblersdal and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Erf 2873, in the Township of Ekangala-D, District Mkobola, Registration Division JR, Province of Mpumalanga, measuring 239 square metres.

Improvements: Two bedrooms, badkamer, kombuis en woonkamer.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/ELR/GT7064.)

Saak No. 20999/00

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ANDREW DAVID WILKINS, NO, in sy hoedanigheid as Likwidateer van ISLAMIC BANK BPK, Eiser, en AYOB MOHAMED JASSAT, Verweerder

'n Eksekusieverkoop van die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder sal, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op 30 Maart 2001 om 10:00:

Erf 449, geleë in die dorpsgebied van Clewer, Registrasieafdeling JS, provinsie van Mpumalanga, groot 393 vierkante meter, gehou kragtens Akte van Transport T14207/95; en

Erf 451, geleë in die dorpsgebied van Clewer, Registrasieafdeling JS, provinsie van Mpumalanga, groot 218 vierkante meter, gehou kragtens Akte van Transport T14207/95.

Straatadres: Ascotstraat 31, Clewer.

Plek van verkoping: Die verkoping sal plaasvind te die Landdroshof, Witbank Delvillestraat, Witbank.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring, alhoewel geen waarborg daartoe verskaf word nie. 'n Gepleisterde baksteengebou met sinkdak wat in 'n winkel omskep is en oor albei erwe staan. Gesoneer vir woondoeleindes.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Witbank, Rhodesstraat 3, Witbank, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 6de dag van Maart 2001.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplain, Pretoria. (Tel. 300-3090.) (Verw. mev. Naude/D8156.)

Case No. 7813/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and CATHRINA GEZINA REDELINGHUYS, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the property, 5 Jansen Street, Witbank on 30 March 2001 at 12:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Witbank, 3 Rhodes Street, Witbank and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Erf 1868, Witbank Extension 9 Township, Registration Division JS, Province of Mpumalanga, known as 5 Jansen Street, Witbank.

Improvements: Four bedrooms, bathroom, separate toilet, kitchen, living-room and one other room.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/ELR/GT6733.)

Case No. 32122/2000

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and NTLADI, MAKATE ISAAC, Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Highveld Ridge, at The Sheriff's Office, 13 Pennsylvania Road, Evander, Mpumalanga, on Wednesday, 4 April 2001 at 11:00 of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the High Court, Highveld Ridge at 13 Pennsylvania Road, Evander:

Erf 8544, eMbalenhle Extension 12 Township, Registration Division IS, Province of Mpumalanga, measuring 243 square metres, held by Deed of Transfer TL81788/92.

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

Dated at Pretoria on this 28th day of February 2001.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA6005.)

Case No. 32123/2000

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and RADEBE, MAKHEHLENI JOSEPH, First Defendant, and RADEBE, NOMGQIBELO SARAH, Second Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Highveld Ridge, at The Sheriff's Office, 13 Pennsylvania Road, Evander, Mpumalanga on Wednesday, 4 April 2001 at 11:00 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, Highveld Ridge at 13 Pennsylvania Road, Evander:

Erf 8694, eMbalenhle Extension 12 Township, Registration Division IS, Province of Mpumalanga, measuring 225 square metres, held by Deed of Transfer TL106284/92.

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

Dated at Pretoria on this 28th day of February 2001.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA6004.)

Saak No. 19777/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MAMAKOLE HOSEA THABO MADIHLABA, Verweerder

'n Verkoop sal plaasvind te Deel 10, Village Mews, Erf 181, De Judor, Witbank, op 30 Maart 2001 om 09:00.

'n Eenheid bestaande uit:

(a) Deel 10 soos getoon en volledig beskryf op Deelplan SS169/96 in die skema bekend as Village Mews ten opsigte van die grond of gebou of geboue geleë te Gedeelte 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 39, 40 en 41 van Erf 181, Del Judor Dorpsgebied in die area van die Stadsraad van Witbank van welke deel die vloeroppervlakte volgens voormelde deelplan 74 (vier-en-sewentig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST13808/99, ook bekend as 20 Village Mews, Del Judor, Witbank.

Besonderhede word nie gewaarborg nie en is soos volg: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer/stort, badkamer en afdak.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae te die kantore van die Balju, Rhodesstraat 3, Witbank.

Geteken te Pretoria op hierdie 27ste dag van Februarie 2001.

S. White, vir Wilsenach Van Wyk Goosen & Bekker, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. mev. Kasselmann/SB1177.)

Saak No. 5131/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en G. J. NKOSI N.O., in sy hoedanigheid as Trustee van NKWALI NKOSI TRUST, Eerste Eksekusieskuldenaar, V. A. GINNINDA N.O., in sy hoedanigheid as Trustee van NKWALI NKOSI TRUST, Tweede Eksekusieskuldenaar, en M. MBOMBI N.O., in sy hoedanigheid as Trustee van NKWALI NKOSI TRUST, Derde Eksekusieskuldenaar

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof op 19 Augustus 1998, sal die onderstaande eiendom geregtelik verkoop word te Augustastraat 43, Sonheuwel-uitbreiding 1, Nelspruit, op 4 April 2001 om 14:00, of so spoedig moontlik daarna, naamlik:

Gedeelte 4 van Erf 1453, Sonheuwel-uitbreiding 1, Registrasieafdeling JT, Mpumalanga, groot 1 350 m².

Die volgende verbeterings is op die eiendom aangebring (die aard en toestand en bestaan daarvan nie gewaarborg nie), en word voetstoots verkoop, naamlik: 'n Woonhuis bestaande uit vier slaapkamers, ingangsportaal, sitkamer, eetkamer, familiekamer, kombuis, twee badkamers, opwaskamer, waskamer, drie motorhuise en swembad met lapa, onderworpe aan die voorwaardes vermeld in die titelakte van voormelde eiendom kragtens Akte van Transport T89930/94.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Wet op Landdroshofe en Reëls aan die hoogste bieder verkoop word.

Die koopprys is as volg betaalbaar, synde:

1. 10% van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof en/of die afslaer.

2. Die balans plus rente by wyse van 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoping.

Die verkoping geskied voetstoots en die voorwaardes van verkoping sal gedurende kantoorure by die Afslaers en/of die Balju van die Landdroshof, Nelspruit, ter insae lê.

Geteken te Nelspruit op hede die 5de dag van Maart 2001.

K. de Kock, vir Du Toit-Smuts Prokureurs, hoek van Rothery- en Van Niekerkstraat (Posbus 4030), Nelspruit. (Ref. KDK/EK/T0036/606/T20/98.)

Aan: Die Klerk van die Hof, Nelspruit.

Aan: Die Balju van die Landdroshof, Nelspruit.

Aan: Die Laevelder, Nelspruit.

Aan: Die Staatskoerant, Pretoria.

NORTHERN CAPE NOORD-KAAP

Saak No. 2061/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK NAMAKWALAND GEHOU TE SPRINGBOK

**In die saak tussen EERSTE NASIONALE BANK VAN SA BEPERK, Eksekusieskuldeiser, en
SAFAAN ENGINEERING BK, Vonnisskuldenaar**

Die volgende vaste eiendom sal by die Hofgebou, Kakamas Landdroshof, Kakamas, verkoop word op Saterdag, 31 Maart 2001 om 10h00:

Erf 2136, Kakamas, geleë in die Kakamas-Suid Nedersetting, Afdeling Kenhardt, Provinsie Noord-Kaap, groot 4,9993 hektaar, gehou deur die Vonnisskuldenaar kragtens Transportakte Nr. T19302/2000, en welke eiendom nie verbeter is nie.

Die eiendom sal voetstoots en sonder enige waarborge aan die hoogste bieder verkoop word.

Betaling: Tien persent (10%) in kontant of per bankgewaarborgde tjek by ondertekening en die res plus rente teen 17,5% per jaar vanaf veiligingsdatum tot datum van oordrag wat gesekureer moet word deur 'n goedgekeurde bank- of bouvereniging-waarborg binne 14 (veertien) dae na die veiling. Die Koper sal afslaerskoste, advertensiekoste en alle ander koste of heffings betaal om oordrag te laat geskied.

Die volledige veiligingsvoorwaardes sal by die veiling voorgelees word en lê ter insae in die kantore van die balju van die Landdroshof te Kakamas.

Arno van Zyl, Prokureur vir Vonnisskuldeiser, Hofstraat, Posbus 525, Springbok.

Saak No. 796/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK DE AAR GEHOU TE DE AAR

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en MEV JOAN BERYL LOUW, 1ste
Eksekusieskuldenaar, en MNR ABRAHAM PAUL LOUW, 2de Eksekusieskuldenaar**

Ingevolge 'n Vonnis gelewer op 21/6/2000, in die De Aar Landdroshof en 'n Lasbrief vir Eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 30/3/2001 om 10h00, te die Landdroskantoor, Voortrekkerstraat, De Aar, aan die hoogste bieder:

Beskrywing: Erf Nommer 444, De Aar, geleë in die Munisipaliteit van De Aar, Afdeling van Philipstown, die provinsie Noord-Kaap, grootte 1,071 vierkante meter.

Eiendomsadres: Jennystraat 63, De Aar, 7000.

Verbeterings: Woonhuis met buitegeboue (168 vierkante meter).

Soos gehou deur die skuldenaar kragtens Akte van Transport Nommer B56378/96.

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

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

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

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

Die Koper moet afslaaersgelde, B.T.W. 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 datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bankgwaarborg of bouverenigingwaarborg lewer.

Die volle voorwaardes kan verkry word by die kantore van die Balju van die Landroshof, mnr. D. Voges.

Gedateer te De Aar op hede 27/02/2001.

B J van Zyl, vir Venter & Vennote, Prokureurs vir Eiser, Voortrekkerstraat 47, De Aar, 7000. (Verwysing: Mev. Bezuidenhout/G04496.)

Saak No. 9047/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

**In die saak tussen ABSA BANK BEPERK, Eiser, en ALMERO DU PREEZ, 1ste Verweerder,
en ARNEL DU PREEZ, 2de Verweerder**

Kragtens 'n Vonnis gedateer 15/09/2000, en 'n Lasbrief vir Eksekusie van bogemelde Agbare Hof gedateer 15/09/2000, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 29 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 inspekteer kan word by die kantore van die Balju van Kimberley en by die kantoor van die Prokureurs wat namens die Eiser optree, die eiendom/me synde:

Erf 3631, Kimberley, geleë in die Stad en distrik Kimberley, provinsie Noord-Kaap, groot 1 055 (een nul vyf vyf) vierkante meter, geregistreer in die naam van die Verweerder en bekend as Nemeastraat 12, Kimberley.

Voorwaardes:

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

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

Gedateer te Kimberley op hierdie 27ste dag van Februarie 2001.

Engelsman, Benade & Van der Walt Ing., Prokureurs vir Eiser, Du Toitspanweg 80, Kimberley, 8301. (Verwysing: Mnr. Van Niekerk/ev/AD907/Z24659.)

Saak No. 832/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK GORDONIA GEHOU TE UPINGTON

**In die saak tussen NEDCOR BANK BEPERK, Eksekusieskuldeiser, en
EDUARD JOHANNES VAN ZYL, Eksekusieskuldenaar**

Ingevolge 'n Vonnis gelewer op 18 April 2000, in die Upington Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die eiendom hieronder beskryf in Eksekusie verkoop word op Vrydag, die 30ste Maart 2001 om 10h00, voormiddag, te die Landdroskantoor, h/v Weideman & Brugstrate, Upington, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 10898, Upington, geleë in die Upington Dorpsuitbreiding 6, Munisipaliteit Upington, Afdeling Gordonia, Provinsie Noord-Kaap, groot 1 051 vk.m (eenduisend en vyftig) vierkante meter, gehou kragtens Akte van Transport Nr. T1852/1989.

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 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 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 verstrekk wat deur die Eksekusieskuldenaar se prokureurs goedgekeur moet word.

Geteken te Upington op hierdie 20ste dag van Februarie 2001.

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

Datum: 20 Februarie 2001.

Saak No. 236/99

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(NOORD-KAAPSE AFDELING)

**In die saak tussen ABSA BANK BEPERK, Eiser, en J. D. H. REDELINGHUYS, Eerste Verweerder, en
C. H. J. REDELINGHUYS, Tweede Verweerder**

Kragtens 'n vonnis gedateer 16 April 1999, en 'n lasbrief vir eksekusie van bogemelde Agbare Hof gedateer 18 Mei 1999, sal die ondergemelde eiendom per publieke veiling verkoop word op Dinsdag, 3 April 2001 om 10:00, voor die Landdroskantore, Ben Malanstraat, Kuruman, onderhewig aan die verkoopvoorwaardes wat deur die Balju van Kuruman, voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopvoorwaardes inspekteer kan word by die kantore van die Balju van Kuruman, en by die kantoor van die prokureurs wat namens die Eiser optree, die eiendom/me synde:

Erf 1911, Kuruman, geleë in die Kuruman-dorpsuitbreiding 16, munisipaliteit Kuruman, afdeling Kuruman, provinsie Noord-Kaap, groot 1 149 (een een vier nege) vierkante meter, geregistreer in naam van die Verweerder en bekend as Fonteinstraat 47, Kuruman.

Voorwaardes:

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

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

Gedateer te Kimberley op hierdie 2de dag van Maart 2001.

Engelsman, Benade & Van der Walt Ing., Prokureurs vir Eiser, Du Toitspanweg 80, Kimberley, 8301. (Verw. mnr. M. L. van Niekerk/mev. Visagie/A491/Z15896.)

NORTHERN PROVINCE
NOORDELIKE PROVINSIE

Saak No. 648/99

IN DIE LANDDROSHOF VIR DIE DISTRIK GIYANE GEHOU TE GIYANE

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en
YUSA LIVERS MAKHUBELE, Eksekusieskuldenaar**

Ten uitvoer van 'n Vonnis wat die Landdros van Giyane toegestaan het op 1 Julie 1999, en 'n Lasbrief vir Eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 5 April 2001 om 13:00, voor die Baljukantoorstore, Maroelastraat 35, Giyane, aan die hoogste bieder, naamlik:

Erf 1279, geleë in die dorpsgebied Giyane-F, Registrasie Afdeling L S, Noordelike Provinsie, groot 1 000 (een nul nul nul) vierkante meter, gehou kragtens Akte van Transport TTG23797/97 GZ.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Erf 1279, Zone F, Giyane, en bestaan uit sitkamer, kombuis, 3 slaapkamers, badkamer, toilet.

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

Geteken te Pietersburg op die 16de dag van Februarie 2001.

W A H Nel, vir Steytler Nel & Vennote, p/a Booyens Du Preez & Boshoff, Winkel 3, Fase 1, Chachulani Gebou, Giyane. (Verw. Netshiunda/vcd/A 27.) [Tel: (015) 812-3035.] (Faks: 812-2750.)

Case No. 2190/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THABAMOOPO HELD AT LEBOWAKGOMO

**In the matter between NORTHERN PROVINCE DEVELOPMENT CORPORATION LIMITED, Plaintiff, and
ELIAS MATSOBANE MATLOU (ID: 6001075176083), Defendant**

In pursuance of a judgment granted on 30 August 2000, in the Lebowakgomo Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 March 2001 at 10h00, at Sheriff's Office, Seshego, to the highest bidder:

Description: Erf 762, situated in the Township of Seshego-A, District of Seshego, in extent three hundred and seventy two (372) square metres.

Postal address: P O Box 760, Lebowakgomo, 0737.

Improvements: None.

Held by the Defendant in his name under Deed of Transfer No. TG32/1981LB.

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

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Factory No. 42, Industrial Site, Seshego.

Dated at Pietersburg this 16 February 2001.

Mr L S Lee, for Lourens S. Lee Inc., Plaintiff's Attorneys, 14 Hans van Rensburg Street, Pietersburg, 0699; P O Box 27, Pietersburg, 0700. [Tel. (015) 295-9247.] (Ref: Mrs EG du Toit/LC/N0336.)

Address of Defendant: House 762, Zone 1, Seshego.

Case No: 411/98

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

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

In compliance with the judgment of the Magistrate's Court and the warrant of execution served on 27 July 2000, the under-mentioned immovable property will be sold in execution on Wednesday, 28 March 2001 at 11h00, at Sheriff, Soutpansberg Offices, at 111 Kruger Street, Louis Trichardt:

Right, title and interest in and to: Erf 305, situated in the Township of Tshikota, in the District of Soutpansberg, in extent 323 m² (three hundred and twenty three square metres).

The property is a residential property and is unimproved.

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

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

Signed at Louis Trichardt on this 20th day of February 2001.

Booyens Du Preez & Boshoff Incorporated, 28 B Landdros Avenue, P O Box 1305, Louis Trichardt, 0920. [Tel: (015) 516-1404/5.] (Ref: S Booyens/MR/LT 686.)

Case No. 98/16739

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

**In the matter between NEDCOR BANK LIMITED, t/a PERM, Plaintiff, and MPJA, RAMAROBANE PETRUS,
First Defendant, and MPJA, DIMAKATTSO MARIA, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Offices, Lebowakgomo, District Thabamooop on 30 March 2001 at 11:00.

Full conditions of sale can be inspected at the offices of the Sheriff, 2180 Unit A, Lebowakgomo, District Thabamooop and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Ownership Unit No. 221 (Zone F), in the Township of Lebowakgomo, District of Thabamooop, measuring 525 square metres, held by virtue of Deed of Grant No. 1047/85.

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

V. Pieri, for Adams & Adams, Attorneys for Plaintiff, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria; P.O. Box 1014, Pretoria. [Tel. (012) 481-1500.] (Ref. VP/sv/S.772/98.)

Saak No. 2665/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN LETABA GEHOU TE TZANEEN

**In die saak tussen ABSA BANK BEPERK, Eiser, en NKHENSANI STEPHINAH SHISANA,
ID 5508140590081, Verweerder**

Ten uitvoering van 'n vonnis in die Landdroshof van Tzaneen toegestaan op 11 September 2000 en 'n lasbrief vir eksekusie uitgereik ter uitvoering daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Donderdag, 5 April 2001 om 13:00, voor die Baljustoor, Maroelastraat 35, Kremetart, Giyani, naamlik:

Beskrywing: Erf 1214, Giyani E, geleë in die dorpsgebied Giyani.

Fisiese adres: Erf/Huis 1214, Giyani E, Giyani, Registrasie Afdeling LT, Noordelike Provinsie, groot 450 (vier vyf nul) vierkante meter, Akte van Transport TG16096/1997GZ.

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

Die eiendom is 'n woonhuis met 'n teëldak, 2 slaapkamers, sitkamer, kombuis, badkamer, toilet met alle verbeterings aangebring.

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, 35 Maroelastraat, Kremetart, Giyani.

Aldus gedoen en geteken te Tzaneen op hierdie 2de dag van Januarie 2001.

Robert Miller & Assosiate Ingelyf, Millers-Gebou, Grensstraat 61, Posbus 2643, Tzaneen, 0850. [Tel. (0152) 307-1333.] (Verw. MEV. VD HEEVER/AA7212.)

Saak No. 2666/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN LETABA GEHOU TE TZANEEN

In die saak tussen ABSA BANK BEPERK, Eiser, en BOY DANIEL NYAMBI, ID 6007275914082, Verweerder

Ten uitvoering van 'n vonnis in die Landdroshof van Tzaneen toegestaan op 11 September 2000 en 'n lasbrief vir eksekusie uitgereik ter uitvoering daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Donderdag, 5 April 2001 om 13:00, voor die Baljustoor, 35 Maroelastraat 35, Kremetart, Giyani, naamlik:

Beskrywing: Erf 271, Giyani A, Zone A, geleë in die dorpsgebied Giyani.

Fisiese adres: Erf/Huis 271, Giyani A, Zone A, Giyani, Registrasie Afdeling LT, Noordelike Provinsie, groot 502 (vyf nul twee) vierkante meter, Akte van Transport TG17199/1997GZ.

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

Die eiendom is 'n woonhuis met 'n asbestos dak, 2 slaapkamers, sitkamer, badkamer en toilet, met alle verbeteringe aangebring.

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, 35 Maroelastraat, Kremetart, Giyani.

Aldus gedoen en geteken te Tzaneen op hierdie 27ste dag van September 2000.

Robert Miller & Assosiate Ingelyf, Millers Gebou, Grensstraat 61, Posbus 2643, Tzaneen, 0850. [Tel. (0152) 307-1333.] (Verw. MEV VD HEEVER/AA7214.)

Case No. 2379/99

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

**In the matter between PIETERSBURG POLOKWANE PLAASLIKE OORGANGSRAAD, Plaintiff, and
MONGADI JACOB CHUENE, Defendant**

In pursuance of a judgment in the Seshego Court and writ of execution dated 28/07/2000 the following immovable property will be sold in execution on 05/04/2001 at 10:00, at the Clerk of the Court Seshego, to the highest bidder:

Erf 8114, Seshego F Township, Registration Division LS, Northern Province, by extent 900 sq metre, held by Title Deed TG779/1993LB, better known as Stand 8114, Zone F, Seshego.

Signed at Pietersburg on this 22nd day of February 2001.

D. Myburgh, for Dewald Myburgh Attorneys, 17A Biccard Street, P.O. Box 3951, Pietersburg. [Tel. (015) 295-6414.] (Ref. D. Myburgh/DJ/P784/99.)

Case No. 2742/99

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

**In the matter between NORTHERN PROVINCE DEVELOPMENT CORPORATION LIMITED, Plaintiff, and
MONYATSIWA JAN RAMETSE, Defendant**

In pursuance of a judgment of the above Honourable Court, and a warrant of execution, the undermentioned property will be sold by public auction by the Sheriff, Seshego on Thursday, 5 April 2001 at 10:00, at the Magistrate's Offices, Seshego, to the highest bidder, with reserve:

Certain Erf 546, situated in the Township Seshego D, District Seshego, in extent 600 (six hundred) square metres, district Seshego, held by Deed of Grant TG749/87LB (hereinafter referred to as the "property").

The following information is given in respect of improvements, although the correctness of same cannot be guaranteed: Dwelling consisting of lounge/diningroom, kitchen, 2 bathrooms and 3 bedrooms. *Outbuildings:* Single garage, 3 rooms and toilet.

The material conditions of the sale are:

1. The purchaser shall pay 10% (ten per cent) of the purchase price, or a deposit of R5 000,00 (five thousand rand), whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a satisfactory bank of building society guarantee, to be furnished within 21 (twenty one) days from date of sale.

2. The property will be sold voetstoots and subject to:

2.1 the Magistrate's Court Act and the Rules made thereunder;

2.2 the conditions of the Deed of Grant; and

2.3 the conditions of sale, which may be inspected at the offices of the Sheriff, Seshego who will read the full conditions of sale immediately before the sale, and of which the contents must be incorporated herein.

Dated at Pietersburg on this 19th day of February 2001.

Jacques Horak, for Botha Horak Incorporated, 27 Joubert Street, Pietersburg, 0699. (Ref. MR HORAK/LF/9763.)

Case No. 2088/2000**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MANKWENG HELD AT MANKWENG****In the matter between ABSA BANK LIMITED, Judgment Creditor, and HARRY PAUL BOROTO, Judgment Debtor**

In pursuance of a judgment granted on 30 October 2000 in the Mankweng Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 30 March 2001 at 11:00, at the Magistrate's Office, Mankweng, to the highest bidder:

Description (not guaranteed): Lounge, dining room, kitchen, 2 bedrooms and bathroom.

Erf number: Erf 990, situated in the Township of Mankweng C.

Division: Registration Division LS, Northern Province.

Extent: 450 (four hundred and fifty) square metres.

Property address: 990 Zone C, Mankweng, held by the Judgment Debtor in his name under Deed of Transfer No. TG117558/1998.

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% (ten per cent) of the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, within 14 (fourteen) days from the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Judgment Creditor or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Pietermaritzburg on this 15th day of February 2001.

Henstock van den Heever, Judgment Creditor's Attorneys, Saambou Bank Building, 23 Jorissen Street, Pietersburg. (Ref. EVDH/ZA1361.)

Case No. 2175/99**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SESHEGO HELD AT SESHEGO****In the matter between PIETERSBURG POLOKWANE PLAASLIKE OORGANGSRAAD, Plaintiff, and MOSHATO ROSINAH MORUKHULADI, Defendant**

In pursuance of a judgment in the Seshego Court and writ of execution dated 04/02/2000 the following immovable property will be sold in execution on 05/04/2001 at 10:00, at the Clerk of the Court, Seshego, to the highest bidder:

Erf 452, Seshego E Township, Registration Division LS, Northern Province, by extent 371 sq metre, held by Title Deed TG1055/93LB, better known as Stand 452 Zone E, Seshego.

Signed at Pietersburg on this 22nd day of February 2001.

D. Myburgh, for Dewald Myburgh Attorneys, 17A Biccard Street, P.O. Box 3951, Pietersburg. [Tel. (015) 295-6414.] (Ref. D. Myburgh/DJ/P918/99.)

Case No. 362/99**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SESHEGO HELD AT SESHEGO****In the matter between PIETERSBURG POLOKWANE PLAASLIKE OORGANGSRAAD, Plaintiff, and LESIBA PETER SEBOTHOMA, Defendant**

In pursuance of a judgment in the Seshego Court and writ of execution dated 22/03/2000 the following immovable property will be sold in execution on 05/04/2001 at 10:00, at the Clerk of the Court, Seshego, to the highest bidder:

Erf 8099, Seshego F Township, Registration Division LS, Northern Province, by extent 750 sq metre, held by Title Deed TG923/1996LB, better known as Stand 8099, Zone F, Seshego.

Signed at Pietersburg on this 22nd day of February 2001.

D. Myburgh, for Dewald Myburgh Attorneys, 17A Biccard Street, P.O. Box 3951, Pietersburg. [Tel. (015) 295-6414.] (Ref. D. Myburgh/DJ/P514/99.)

Case No. 1763/99

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

**In the matter between PIETERSBURG POLOKWANE PLAASLIKE OORGANGSRAAD, Plaintiff, and
JONAS MABOTSANA MATHABATHA, Defendant**

In pursuance of a judgment in the Seshego Court and writ of execution dated 22/03/2000 the following immovable property will be sold in execution on 05/04/2001 at 10:00, at the Clerk of the Court, Seshego, to the highest bidder:

Erf 8061, Seshego F Township, Registration Division LS, Northern Province, by extent 735 sq metre, held by Title Deed TG695/1994LB, better known as Stand 8061, Zone F, Seshego.

Signed at Pietersburg on this 22nd day of February 2001.

D. Myburgh, for Dewald Myburgh Attorneys, 17A Biccard Street, P.O. Box 3951, Pietersburg. [Tel. (015) 295-6414.] (Ref. D. Myburgh/DJ/P784/99.)

Case No. 2126/99

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

**In the matter between PIETERSBURG POLOKWANE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and
JOHANNA MMATJATJIE TSHABALALA, Defendant**

In pursuance of a judgment in the Seshego Court and writ of execution dated 4 February 2000 the following immovable property will be sold in execution on 5 April 2001 at 10:00, at the Clerk to the Court, Seshego, to the highest bidder:

Erf 513, Seshego Township, Registration Division LS, Northern Province, by extent 371.0000 sq metre, held by Title Deed TG43532/1997LB, better known as Stand 513, Zone E, Seshego.

Signed at Pietersburg on this 20th day of February 2001.

D. Myburgh, for Dewald Myburgh Attorneys, 17A Biccard Street, P.O. Box 3951, Pietersburg. [Tel. (015) 295-6414.] (Ref. D. MYBURGH/DJ/P870/99.)

Saak No. 6368/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN THABAZIMBI GEHOU TE THABAZIMBI

In die saak tussen ABSA BANK, Eiser, en E. N. MOTLHOKI (ID. 6504155785087), Verweerder

Ingevolge uitspraak van die Landdros van Thabazimbi en ter uitvoering daarvan kragtens 'n lasbrief vir eksekusie, sal die ondervermelde eiendom op Vrydag, 30 Maart 2001 om 11h00 te die Landdroskantoor, 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.
- (b) Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die balanskoopprys tesame met rente soos hieronder uiteengesit per jaar tot datum van registrasie van Transport, sal binne 21 (een en twintig) dae na datum van verkoop, betaal of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.
- (c) Die voorwaardes van die verkoping in eksekusie mag gedurende kantoorure by die kantoor van die Balju, Loerielaan 8, Thabazimbi nagesien word.

Beskrywing van eiendom:

Erf 454, geleë in die dorp Regorogile Registrasie Afdeling K.Q. Noordelike Provinsie, groot 300 vierkante meter, gehou kragtens Transportakte T11107/97.

Geteken te Thabazimbi op hierdie 13de dag van Februarie 2001.

J. van der Wateren, vir JF van Graan & Van der Wateren, Prokureur vir Eiser, Van der Bijlstraat 61; Posbus 107, Thabazimbi, 0380.

Case No. 1690/99

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

**In the matter between PIETERSBURG POLOKWANE PLAASLIKE OORGANGSRAAD, Plaintiff, and
CHUENE EDWARD MASHALANE, Defendant**

In pursuance of a judgment in the Seshego Court and writ of execution dated 12/07/2000 the following immovable property will be sold in execution on the 05/04/2001 at 10h00, at the Clerk of the Court Seshego to the highest bidder:

To wit: Erf 8201, Seshego-G Township, Registration Division L S Northern Province by extent 457 sq meter, held by Title Deed TG2178/1998LB, better known as Stand 8201. Zone G, Seshego.

Signed at Pietersburg on this 22nd day of February 2001.

D Myburgh, Dewald Myburgh Attorneys, 17A Biccard Street, PO Box 3951, Pietersburg. [Tel. (015) 295-6414.] (Ref. D Myburgh/DJ/P690/99.)

Case No. 2087/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

**In the matter between PIETERSBURG POLOKWANE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and
PHALA TLHABANELA RICHARD, Defendant**

In pursuance of a judgment in the Seshego Court and writ of execution dated 8 May 2000 the following immovable property will be sold in execution on the 5th April 2001 at 10h00, at the Clerk of the Court Seshego to the highest bidder:

To wit: Erf 8212, Seshego-G Township, Registration Division LS Northern Province, by extent 305.0000 sq meter, held by Title Deed TG1707/1988LB, better known as Stand 8212, Zone G, Seshego.

Signed at Pietersburg on this 20th day of February 2001.

D Myburgh, for Dewald Myburgh Attorneys, 17A Biccard Street, PO Box 3951, Pietersburg. [Tel. (015) 295-6414.] (Ref D Myburgh/DJ/P826/99.)

Case No. 1482/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT PIETERSBURG HELD AT PIETERSBURG

**In the matter between PIETERSBURG POLOKWANE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and
MARY ANN VENTER, Defendant**

In pursuance of a judgment in the Pietersburg Court and writ of execution dated 19 September 2000, the following immovable property will be sold in execution on the 4th April 2001, at 10h00, at Pietersburg Sheriff, 25 Mangaan Street, Superbia, Pietersburg to the highest bidder:

To wit: Erf 462, Bendor Pietersburg Township, Registration Division LS, Northern Province, by extent 1880.0000 sq meter, held by Title Deed T97451/1994, better known as 350 de Wetrylaan, Bendor, Pietersburg.

Signed at Pietersburg on this 19th day of February 2001.

D Myburgh, for Dwald Myburgh Attorneys, 17A Biccard Street (PO Box 3951), Pietersburg. [Tel. (015) 295-6414.] (Ref. D Myburgh/DJ/P384/99.)

Saak No. 2420/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN THABAZIMBI GEHOU TE THABAZIMBI

In die saak tussen ABSA BANK, Eiser, en I & K. A. MODISAEMANG (getroud binne gemeenskap), Verweerder

Ingevolge uitspraak van die Landdros van Thabazimbi en ter uitvoering daarvan kragtens 'n lasbrief vir eksekusie, sal die onvermelde eiendom, op Vrydag, 30 Maart 2001 om 11h00 te die Landdroskantoor, 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 reserve verkoop word aan die hoogste bieder.

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

(c) Die voorwaardes van die verkoping in eksekusie mag gedurende kantoorure by die kantoor van die Balju, Loerielaan 8, Thabazimbi nagesien word.

Beskrywing van eiendom: Erf 121, geleë in die dorp Northam Uitbreiding 2, Registrasieafdeling K.Q., Noordelike Provinsie, groot 1017 vierkante meter, gehou kragtens Transportakte T86838/96.

Geteken te Thabazimbi op hierdie 12de dag van Februarie 2001.

J. van der Wateren, vir JF van Graan & Van der Wateren, Prokureur vir Eiser, Van der Bijlstraat 61 (Posbus 107), Thabazimbi, 0380.

Saak No. 5118/99

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en GEORGE FREDERICK JACOBUS LINDEN, Eksekusieskuldenaar

Ten uitvoer van 'n vonnis wat die Landdros van Pietersburg toegestaan het op 3 Junie 1999, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 28 Maart 2001 om 10h00 by die Baljukantoor, Mangaanstraat 25, Superbia, Pietersburg, aan die hoogste bieder, naamlik:

Gedeelte 26 van die plaas Palmietfontein 684, Registrasieafdeling LS, Noordelike Provinsie, groot 8,5653 (aght komma vyf ses vyf drie) hektaar, gehou kragtens Akte van Transport T35502/89.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Plot 26, Palmietfontein, distrik Pietersburg, en bestaan uit ingangsportaal, sitkamer, eetkamer, kombuis, 4 slaapkamers, 2 badkamers, studeerkamer, opwas en enkelmotorhuis.

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

Geteken te Pietersburg op die 28ste dag van Februarie 2001.

W A H Nel, vir Steytler Nel & Vennote, 1st Vloer, Pionier Sentrum, Landros Marestraat 52, Pietersburg. [Tel. (015) 295-9340.] (Faks 291-1749.) (Verw mnr Nel/db/ANA 396.)

Case No. 887/2000

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and N A KGOFELO, Defendant

In pursuance of a judgment in the Pietersburg Court and writ of execution dated 24 January 2000, the following immovable property will be sold in execution on the 28 March 2001 at 10h00, at the Sheriff's Office, 25 Mangaan Street, Superbia, Pietersburg, to the highest bidder:

To wit: Erf 363, Peninapark, Extension 1, Pietersburg, better known as 43-47 Timbavati Street, Peninapark, Pietersburg, Registration Division L.S., Northern Province, in extent 550 square metres, held by Title Deed T17542/1999.

Signed at Pietersburg on this 27 day of February 2001.

P Hamman, for Diamond, Hamman & Associates, P O Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref. P809/99.)

Case No. 1621/2000

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

In the matter between NORTHERN PROVINCE DEVELOPMENT CORPORATION LIMITED, Plaintiff, and MAPULA MONICA GLORIA MANAMELA, Defendant

In pursuance of a judgment of the above Honourable Court, and a writ of execution, the undermentioned property will be sold by public auction by the Sheriff, Seshego, on 5 April 2001 at 10:00 at the Magistrate's Offices, Seshego, to the highest bidder, without reserve:

Certain; Portion 1570, Unit C in the Township of Seshego, extent 450 (four hundred and fifty) square metres, District Seshego, held by Deed of Grant TG56/91LB (hereinafter referred to as the "Property").

The following information is given in respect of improvements, although the correctness of same cannot be guaranteed: A dwelling house consisting of the following: 3 bedrooms, dining-room, kitchen, toilet and bath.

The material conditions of the sale are:

1. The purchaser shall pay 10% (ten per cent) of the purchase price, or a deposit of R5 000 (five thousand rand), whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a satisfactory bank or building society guarantee, to be furnished within 21 (twenty-one) days from date of sale.

2. The property will be sold voetstoots and subject to:

2.1 the Magistrate's Court Act and the Rules made thereunder;

2.2 the conditions of the Deed of Grant, and

2.3 the conditions of sale, which may be inspected at the offices of the Sheriff, Seshego who will read the full conditions of sale immediately before the sale, and of which the contents must be incorporated herein.

Dated at Pietersburg on the 27th day of February 2001.

Jacques Horak, for Botha Horak Incorporated, 27 Joubert Street, Pietersburg, 0699. (Ref. Mr Horak/AR/9427.)

Case No. 5416/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THABAMOOPO HELD AT LEBOWAKGOMO

In the matter between NORTHERN PROVINCE DEVELOPMENT CORPORATION LIMITED, Plaintiff, and MATSELENG, JOHANNAH BUNGANA, Defendant

In pursuance of a judgment of the above Honourable Court, and a warrant of execution, the undermentioned property will be sold by public auction by the Sheriff, Potgietersrus, on 20 April 2001 at 11:00 at the Magistrate's Offices, Potgietersrus c/o Hooqe & Retief Street, Potgietersrus to the highest bidder, with reserve:

Certain: Portion 692 Extension 1 in the Township of Piet Potgietersrus, extent 1 289 (one comma two eight nine) square metres, District Potgietersrus, held by Title Deed T96650/1995 (hereinafter referred to as the "Property").

The following information is given in respect of improvements, although the correctness of same cannot be guaranteed: Dwelling house with corrugated roof consisting of the following: Sitting room, 3 bedrooms, bathroom, kitchen, toilet, carport & sunstoep.

The material conditions of the sale are:

1. The purchaser shall pay 10% (ten per cent) of the purchase price, or a deposit of R5 000 (five thousand rand), whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a satisfactory bank or building society guarantee, to be furnished within 21 (twenty-one) days from date of sale.

2. The property will be sold voetstoots and subject to:

2.1 the Magistrate's Court Act and the Rules made thereunder;

2.2 the conditions of the Deed of Grant, and

2.3 the conditions of sale, which may be inspected at the offices of the Sheriff, Potgietersrus who will read the full conditions of sale immediately before the sale, and of which the contents must be incorporated herein.

Dated at Pietersburg on the 1st day of March 2001.

Jacques Horak, for Botha Horak Incorporated, 27 Joubert Street, Pietersburg, 0699. (Ref. Mr Horak/AR/9582.)

Case No. 1276/97

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

In the matter between VBS MUTUAL BANK, Plaintiff, and Mr AARON MUSIWALO SIGIDI, Defendant

In compliance with the judgment of the Magistrate's Court and the warrant of execution served on 13 February 2001, the undermentioned immovable property will be sold in execution by the Sheriff Thohoyandou, on Friday, 23 March 2001 at 11h00 at the premises of the immovable property to be sold:

Right, title and interest in and to: Residential Site No. 87, Shayandima Township, District Thohoyandou, the land measuring 21,600m² and held by Deed of Grant No. TG582/97VN, as described on General Plan BD.14.

The conditions of sale are open for inspection at the offices of the Sheriff Thohoyandou.

Main terms of sale:

1. Property is sold voetstoots.
2. 10% cash deposit on date of sale.
3. Bank guarantees for balance of purchase price within 30 days.
4. Occupation and risk of profit and loss pass to purchaser immediately.
5. The Sheriff's auctioneer's charges are payable by the purchaser on date of sale.

Signed at Thohoyandou on this 20th day of February 2001.

Booyens du Preez & Boshoff Inc., 653 Mphephu Drive, Thohoyandou P West, Private Bag X2358, Sibasa, 0970. [Tel. (015) 962-4305/6/9.] (Ref. 2288/59846.)

Case No: 10830/2000

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

In the matter between VBS MUTUAL BANK, Plaintiff, and MR NKHANGWELENI MADAMALALA, Defendant

In compliance with the judgment of the Magistrate's Court and the warrant of execution served on 12 February 2001, the undermentioned immovable property will be sold in execution by the Sheriff, Thohoyandou, on Friday, 30 March 2001 at 11h00 at the premises of the immovable property to be sold.

Right, title and interest in and to: Residential Site No. 346, Thohoyandou G Township, District Thohoyandou, the land measuring 596 m² and held by Deed of Grant Number TG5216/97VN, as described on General Plan S.G. No. V4/85, with house with 3 bedrooms, 2 bathrooms and toilet, kitchen with pantry, sitting room, dining room and garage.

The conditions of sale are open for inspection at the offices of the Sheriff, Thohoyandou.

Main terms of sale:

1. Property is sold voetstoots.
2. 10% cash deposit on date of sale.
3. Bank guarantees for balance of purchase price within 30 days.
4. Occupation and risk of profit and loss pass to purchaser immediately.
5. The Sheriff's auctioneer's charges are payable by the purchaser on date of sale.

Signed at Thohoyandou on this 19th day of February 2001.

Booyens Du Preez & Boshoff Inc., 653 Mphephu Drive, Thohoyandou P West, Private Bag X2358, Sibasa, 0970. [Tel. No: (015) 962-4305/6/9.] (Ref: 2288/62908.)

Case No: 2604/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and P. MAKGOANA, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 8 March 2000, the following immovable property will be sold in execution on the 5 April 2001 at 10H00, at the Sheriff's Office, Seshego, to the highest bidder:

To wit: Erf 8206, Seshego—G, Township, better known as Stand 8206 Zone G, Seshego, Registration Division LS, Northern Province, in extent 457 square metres, held by Title Deed TG1473/1987LB.

Signed at Pietersburg on this 5th day of March 2001.

P Hamman, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: P731/99.)

Case No: 2433/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and M S MANTJIU, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 16 March 2000, the following immovable property will be sold in execution on the 5 April 2001 at 10H00, at the Sheriff's Office, Seshego, to the highest bidder:

To wit: Erf 274, Seshego—D, Township, better known as Stand 274, Zone D, Seshego, Registration Division LS, Northern Province, measuring 960 square metres, held by Title Deed TG317/1992LB.

Signed at Pietersburg on this 5th day of March 2001.

P Hamman, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: P451/99.)

Case No: 78/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and N G PHOSA, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 6 July 2000, the following immovable property will be sold in execution on the 5 April 2001 at 10H00, at the Sheriff's Office, Seshego, to the highest bidder:

To wit: Erf 8193, Seshego—G, Township, better known as 8193 Zone G, Seshego, Registration Division LS, Northern Province, measuring 305 square metres, held by Title Deed TG551/1987LB.

Signed at Pietersburg on this 5th day of March 2001.

P Hamman, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: P862/99.)

Case No: 2664/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and P M MATHOSA, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 6 July 2000, the following immovable property will be sold in execution on the 5 April 2001 at 10H00, at the Sheriff's Office, Seshego, to the highest bidder:

To wit: Erf 8205, Seshego—G, Township, better known as 8205 Zone G, Seshego, Registration Division LS, Northern Province, measuring 915 square metres, held by Title Deed TG1107/1991LB.

Signed at Pietersburg on this 5th day of March 2001.

P Hamman, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: P707/99.)

Case No: 2449/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and M E MALEKA, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 10 December 1999, the following immovable property will be sold in execution on the 5 April 2001 at 10H00, at the Sheriff's Office, Seshego, to the highest bidder:

To wit: Erf 327, Seshego—E Township, better known as Stand 327, Zone E, Seshego, Registration Division LS, Northern Province, measuring 371 square metres, held by Title Deed TG469/1993LB.

Signed at Pietersburg on this 5th day of March 2001.

P Hamman, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: P532/99.)

Case No: 4/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and M. L. MASETJA, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 6 March 2000, the following immovable property will be sold in execution on the 5 April 2001 at 10H00, at the Sheriff's Office, Seshego, to the highest bidder:

To wit: Erf 354, Seshego—E, better known as Stand 354, Zone E, Seshego Township, Registration Division LS, Northern Province, in extent 371 square metres, held by Title Deed TG497/1993.

Signed at Pietersburg on this 1st day of March 2001.

P Hamman, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: S766/99.)

Case No: 2601/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and L K NDOU, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 13 January 2000, the following immovable property will be sold in execution on the 5 April 2001 at 10H00, at the Sheriff's Office, Seshego, to the highest bidder:

To wit: Erf 364, Seshego—E Township, better known as Stand 364, Zone E, Seshego, Registration Division LS, Northern Province, measuring 414 square metres, held by Title Deed TG412/1993LB.

Signed at Pietersburg on this 5th day of March 2001.

P Hamman, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: P724/99.)

Case No: 2461/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and R. E. MASHIANE, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 7 March 2000, the following immovable property will be sold in execution on the 5 April 2001 at 10H00, at the Sheriff's Office, Seshego, to the highest bidder:

To wit: Erf 399, Seshego—F, better known as Stand 399, Zone F, Seshego Township, Registration Division LS, Northern Province, in extent 371 square metres, held by Title Deed TG552/1993LB.

Signed at Pietersburg on this 1st day of March 2001.

P Hamman, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: P436/99.)

Case No: 2448/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and M. A. RAKOMA, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 26 May 2000, the following immovable property will be sold in execution on the 5 April 2001 at 10H00, at the Sheriff's Office, Seshego, to the highest bidder:

To wit: Erf 267, Seshego—D, better known as Stand 267, Zone D, Seshego Township, Registration Division LS, Northern Province, in extent 960 square metres, held by Title Deed TG630/1993LB.

Signed at Pietersburg on this 1st day of March 2001.

P Hamman, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: S539/99.)

Case No: 51/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and L. B. GOLOLO, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 26 April 2000, the following immovable property will be sold in execution on the 5 April 2001 at 10H00, at the Sheriff's Office, Seshego, to the highest bidder:

To wit: Erf 191, Seshego—E, better known as Stand 191, Zone E, Seshego Township, Registration Division LS, Northern Province, in extent 371 square metres, held by Title Deed TG43567/1997LB.

Signed at Pietersburg on this 1st day of March 2001.

P Hamman, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: P760/99.)

Case No: 2515/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and T. J. MEHLAPE, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 6 March 2000, the following immovable property will be sold in execution on the 5 April 2001 at 10H00, at the Sheriff's Office, Seshego, to the highest bidder:

To wit: Erf 93, Seshego—E, better known as Stand 93, Zone E, Seshego Township, Registration Division LS, Northern Province, in extent 371 square metres, held by Title Deed TG43484/1997LB.

Signed at Pietersburg on this 1st day of March 2001.

P Hamman, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: P571/99.)

Case No: 789/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and D. M. TEFFO, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 24 July 2000, the following immovable property will be sold in execution on the 5 April 2001 at 10H00, at the Sheriff's Office, Seshego, to the highest bidder:

To wit: Erf 8109, Seshego—F, better known as Stand 8109, Zone F, Seshego Township, Registration Division LS, Northern Province, in extent 900 square metres, held by Title Deed TG1096/1990LB.

Signed at Pietersburg on this 1st day of March 2001.

P Hamman, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: N379/00.)

Case No: 62/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and M. E. MASHITISHO, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 11 May 2000, the following immovable property will be sold in execution on the 5 April 2001 at 10H00, at the Sheriff's Office, Seshego, to the highest bidder:

To wit: Erf 222, Seshego—E, better known as Stand 222, Zone E, Seshego Township, Registration Division LS, Northern Province, in extent 371 square metres, held by Title Deed TG567/1993LB.

Signed at Pietersburg on this 1st day of March 2001.

P Hamman, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: P930/99.)

Case No: 14382/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and SESHEGO BEER HALL, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 21 May 1999, the following immovable property will be sold in execution on the 5 April 2001 at 10H00, at the Sheriff's Office, Seshego, to the highest bidder:

To wit: Erf 3848, Seshego—B, better known as Stand 3848, Zone B, Seshego Township, Registration Division LS, Northern Province, in extent 1 653 square metres, held by Title Deed TG35/1970LB.

Signed at Pietersburg on this 1st day of March 2001.

P Hamman, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: P583/98.)

Case No: 404/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and N S RASEOTE, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 1 June 2000, the following immovable property will be sold in execution on the 5 April 2001 at 10H00, at the Sheriff's Office, Seshego, to the highest bidder:

To wit: Erf 8090, Seshego—F Township, better known as 8090 Zone F, Seshego, Registration Division LS, Northern Province, measuring 750 square metres, held by Title Deed TG1154/1995LB.

Signed at Pietersburg on this 6th day of March 2001.

P Hamman, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: P256/00.)

Case No. 3127/98

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: ABSA BANK LIMITED (t/a TRUST BANK), Plaintiff, and RAMABULANA, DENGABELLINDA, Defendant

A sale in execution will be held by the Sheriff Louis Trichardt at Property: 83 Rietbok Street, Louis Trichardt Extension 2 on the 28th March 2001 at 10h00, of:

Remaining Extent of Erf 1816, Louis Trichardt Extension 2 Township, Registration Division L.S., Northern Province, measuring 1 036 (one zero three six) square metres, held by virtue of Deed of Transfer T43739/97 (better known as 83 Rietbok Street, Louis Trichardt X2).

Particulars of the property and the improvements thereon are provided herewith, but are not guaranteed.

Improvements: Lounge, family room, dining-room, kitchen, laundry, 4 bedrooms, 2 bathrooms.

Inspect conditions at Sheriff Louis Trichardt, 111 Kruger Street, Louis Trichardt.

Tim du Toit & Company Inc., Attorneys for Plaintiff, 19th Floor, ABSA Bank Building, 230 Van der Walt Street, Pretoria. [Tel. (012) 320-6753.] (Ref. 192644/Mrs S. Potgieter/KB.)

Case No. 16255/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and LOUIS GEORGE ETZEBETH, ID No. 6307215037089, 1st Defendant, and VERONIKA ETZEBETH, ID No. 6711220096081, 2nd Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff's Office, 25 Mangan Street, Superbia, Pietersburg, on the 28th day of March 2001 at 10H00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Pietersburg, at the above address and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Erf 4187, in the Town Pietersburg Extension 11, Registration Division LS, Northern Province, known as 286 South Street, Flora Park, Pietersburg.

Improvements: 3 bedrooms, 2 bathrooms, kitchen, 3 other rooms.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/ELR/GT6870.)

Saak No. 3556/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

**In die saak tussen FIRSTRAND BANK BEPERK, Eiser, en MATTHEUS JOHANNES DE BEER,
Identiteitsnommer: 3706235024089, Verweerder**

Kennis word hiermee gegee dat nadat 'n lasbrief vir eksekusie gedateer 18 Januarie 2001, uitgereik is deur die bogemelde Agbare Hof sekere vaste eiendom, naamlik:

Eiendomsbeskrywing: Erf 823, Piet Potgietersrus, Uitbreiding 1 Dorpsgebied, Registrasie Afdeling K.S., Noordelike Provinsie, groot: 1,288 (eenduisend tweehonderd agt-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T20364/2000.

Adres: Hoogestraat 177, Potgietersrus.

Bestaande uit: Eetkamer, sitkamer, 3 slaapkamers, studeerkamer, w badkamers, kombuis, toilet, motorhuis, waskamer. Die struktuur is onder sinkdak. Daar is ook 'n toegeruste boorgat (die aard, grootte, toestand en bestaan van die verbeterings word nie gewaarborg nie, en word "voetstoots" verkoop)

verkoop sal word in eksekusie deur die Balju van die Landdroshof/Afslaer te die Landdroskantoor, h/v Hoogen Retiefstraat, Potgietersrus, op 6 April 2001 om 11h00.

Die eiendom word verkoop onderhewig aan die verkoopsvoorwaardes wat ter insae lê by die Landdroshof, Potgietersrus, en die kantoor van die Balju, Van Heerdenstraat 66, Potgietersrus, welke voorwaardes onder andere die volgende vervat:

1. Die koper moet 'n deposit van 10% van die koopprys in kontant onmiddellik na die toeslaan van die bod betaal, die balans teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju van die Landdroshof of Afslaer binne veertien (14) dae na die datum van die verkoping verstrek te word.

2. Nog die Eiser nog die Verweerder nog die Balju van die Landdroshof/Afslaer verskaf enige waarborg wat betref die eiendom en word die eiendom "voetstoots" verkoop.

Gedoen en geteken te Potgietersrus op hierdie 28ste dag van Februarie 2001.

A. J. Coetzer, vir Dries Coetzer Prokureur, Van Heerdenstraat 76 (Posbus 854), Potgietersrus, 0600. (Verw. Mnr Coetzer/TS/C.14914.)

Saak No. 21898/2000

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

**In die saak tussen: LAND EN LANDBOUBANK VAN SUID-AFRIKA, Eiser, en
THULAMELA SAFARI'S (PTY) LTD, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika in bogemelde saak op die 27 September 2000 en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof, Nylstroom, op 26 Maart 2001 om 11h00 te die plaas Macouwkuil, die eiendomme hierna vermeld geregteelik verkoop:

1. Gedeelte 1 (Sunnyside) van die plaas Tafelkop 46, Registrasie Afdeling KR, Noordelike Provinsie, groot 347,6254 hektaar; en

2. Gedeelte 1 van die plaas Ongelukskraal 48, Registrasie Afdeling KR, Noordelike Provinsie, groot 475,7465 hektaar; en

3. Resterende Gedeelte van Gedeelte 1 (Sunnyside) van die plaas Macouwkuil 45, Registrasie Afdeling KR, Noordelike Provinsie, groot 408,2652 hektaar; en

4. Gedeelte 2 van die plaas Tafelkop 46, Registrasie Afdeling KR, Noordelike Provinsie, groot 555,5779 hektaar; en

5. Resterende Gedeelte van die plaas Schurfpoot 112, Registrasie Afdeling KR, Noordelike Provinsie, groot 1 049,7791 hektaar; en

6. Gedeelte 2 van die plaas Ongelukskraal 48, Registrasie Afdeling KR, Noordelike Provinsie, groot 171,3064 hektaar; en

7. Gedeelte 3 van die plaas Ongelukskraal 48, Registrasie Afdeling KR, Noordelike Provinsie, groot 171,3063 hektaar; en

8. Resterende Gedeelte van die plaas Ongelukskraal 48, Registrasie Afdeling KR, Noordelike Provinsie, groot 498,4160 hektaar; en

9. Gedeelte 3 ('n gedeelte van Gedeelte 1) van die plaas Macouwkuil 45, Registrasie Afdeling KR, Noordelike Provinsie, groot 13,4671 hektaar; en

10. Gedeelte 2 van die plaas Macouwkuil 45, Registrasie Afdeling KR, Noordelike Provinsie, groot 316,9437 hektaar; en

11. Gedeelte 4 (oorskiet) van die plaas Macouwkuil 45, Registrasie Afdeling KR, Noordelike Provinsie, groot 434,6288 hektaar.

Welke eiendomme gehou word deur Verweerder kragtens Akte van Transport Nr T142552/98.

Verbeterings. Die Resterende Gedeelte van die plaas Schurfpoot 112, Registrasie Afdeling K.R., Noordelike Provinsie, groot 1049,7791 hektaar, gedeeltelik met wildwering omhein. Grens aan Palalarivier.

Vier gedeeltes van die plaas Ongelukskraal 48, Registrasie Afdeling KR, Noordelike Provinsie, groot 1316,7753 hektaar, gedeeltelik met wildwering omhein. Grens aan Palalarivier.

Vier gedeeltes van die plaas Macouwkuil 45, Registrasie Afdeling KR, Noordelike Provinsie, groot 1173,3048 hektaar, gedeeltelik met wildwering omhein. Pragtige kompleks wat uitkyk oor groot dam water. Hoofgebou met ontvangs, restaurant, konferensiegebou, kroeg, swembad, 20 x 2 slaapkamer chalets, 6 luukse 3 slaapkamer lodges, 24 hotelkamers, personeelkwartiere en nog baie meer.

Twee gedeeltes van die plaas Tafelkop 46, Registrasie Afdeling K.R., Noordelike Provinsie, groot 903,2033 hektaar, gedeeltelik met wildwering omhein. Twee woonhuise, chalet, gronddamme, ens.

Hierdie plase vorm 'n eenheid en is in geheel met wildwering omhein en grens vir etlike kilometers aan die Palalarivier. Die plase beskik oor pragtige natuurskoon-met rante, vlaktes, spruite en damme.

Beskrywing, grote en verbeterings nie gewaarborg.

Die verkoopsvoorwaardes wat voor die veiling uitgelees sal word is ter insae by die Balju te Leydstraat 50, Nylstroom, Noordelike Provinsie.

Geteken te Pretoria op hierdie 7de dag van Maart 2001.

J. J. Hurter, vir Van Zyl Le Roux & Hurter Ingelyf, Prokureurs vir Eiser, 13de Vloer, SALU Gebou, hoek van Andries- en Schoemanstraat (Posbus 974), Pretoria, 0001. (Tel. 300-5000.) (Verw. J. J. Hurter/mb/195927.)

Case No. 1120/96

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

In the matter between C. L. PELSER, Plaintiff, and F. VAN DER STEL VAN HEERDEN, Defendant

In pursuance of a judgment of the Court of the Magistrate of Pietersburg, granted on 10 December 1999, and a warrant of execution issued in pursuance thereof, the undermentioned property will be sold in execution on Wednesday, 28 March 2001 at 10:00, at the offices of the Messenger of the Court, 25 Mangaan Street, Superbia, Pietersburg, to the highest bidder, namely:

Erf 301, Peninapark Township, Registration Division LS, Northern Province, measuring 1 040 (one thousand and forty) square metres, held under Deed of Transfer T28944/1978, also known as 76 Limpopo Avenue, Peninapark, Pietersburg.

Terms: The purchase price shall be paid as to 10% thereof on the day of the sale and the unpaid balance together with interest thereon as stated in the conditions of sale, to date of registration of transfer, shall be paid or secured by the delivery of an acceptable bank or building society guarantee within 14 (fourteen) days of date of sale. The full and complete conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Messenger of the Court, at 25 Mangaan Street, Superbia, Pietersburg.

The property has been improved as follows, but is not guaranteed, namely dwelling and outbuildings.

Dated at Pietersburg this 20th day of February 2001.

J. A. van der Walt, for Niland & Pretorius Inc., 2 Albatros Centre, 21 Market Street, Pietersburg.

Saak No. 569/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen ABSA BANK BEPERK, Eiser, en MALEU PHILEMON MAUNATLALA, Verweerder

Ter uitvoerlegging van 'n vonnis van die Landdros van Pietersburg, toegestaan op 27 Maart 2000 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Woensdag, 28 Maart 2001 om 10:00, te die kantore van die Balju, Mangaanstraat 25, Superbia, Pietersburg, aan die hoogste bieder, naamlik:

Erf 3086, Pietersburg-uitbreiding 11-dorpsgebied, Registrasieafdeling LS, Noordelike Provinsie, groot 1 595 (eenduisend vyfhonderd vyf-en-negentig) vierkante meter, gehou kragtens Akte van Transport T18926/1997, ook bekend as Geministraat 37, Sterpark, Pietersburg.

Terme: 10% van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bankwaarborg binne 14 (veertien) dae vanaf datum van die verkoping. Volledige besonderhede van die verkoopvoorwaardes is ter insae by die kantoor van die Balju, Mangaanstraat 25, Superbia, Pietersburg, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Die eiendom is soos volg verbeter, maar niks word gewaarborg nie, naamlik woonhuis en buitegeboue.

'n Aansienlike banklening kan gereël word vir 'n goedgekeurde koper.

Geteken te Pietersburg op die 20ste dag van Februarie 2001.

J. A. van der Walt, vir Niland & Pretorius Ing., Albatrossentrum 2, Markstraat 21, Pietersburg.

NORTH WEST NOORDWES

Case No. 12940/1997

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MULLIGAN, KEVIN GEORGE EDWIN, Defendant

In the execution of a Judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a Sale without reserve will be held at the office of the Sheriff Rustenburg, at Magistrate's Court, cnr Van Staden & Klopper Streets, Rustenburg on 30th March 2001 at 10h00 in the forenoon, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the Sale and which may be inspected at the office of the Sheriff prior to the Sale.

Certain: Portion 32 of the Farm 387, Boschfontein JQ, the Province of Northern Province, held under Deed of Transfer No. T10562/1995, situation Portion 32 of the Farm 387 Boschfontein JQ, area 34,2358 square metres.

Improvements (not guaranteed): Entrance hall, 3 bedrooms, bathroom, kitchen, lounge and dining-room, garage and 2 car-ports.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneers charges are payable and calculated at 5% on the proceeds of the Sale up to a price of R30 000,00 and thereafter 3% to a maximum fee of R7 000,00 and a minimum of R300,00.

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

Biccari, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate, P.O. Box 92441, Norwood, 2117. Tel: 880-9002/3/4. (Ref: A Bollo/wh/N937.)

Case No. 858/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOLOPO HELD AT MMABATHO

In the matter between FBC FIDELITY BANK LIMITED, Plaintiff, and MVELASE MQEKEZANE NTULI, Defendant

In execution of a judgment of the Magistrate's Court for the district of Molopo, held at Mmabatho, in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Court at 46E Carrington Street, Mafikeng on Wednesday, 4 April 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 1958, Unit 8 Township, Mmabatho, District Molopo measuring 344 square metres, held by the Defendant by virtue of Deed of Grant No. 1442/93.

Improvements: The property consists of 2 bedrooms, kitchen, lounge 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 000,00 and thereafter 3% subject to a maximum of R7 000,00 with a minimum of R260,00 auctioneer's charges, plus Value-added-Tax thereon.

Dated at Mafikeng on the 19 February 2001.

Minchin & Kelly Inc., Plaintiff's Attorneys, Kelgor House, 14 Tillard Street; P.O. Box 26, Mafikeng, 2745. [Tel No.: (018) 381-2910-3.]

Case No. 32111/2000

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and SINTWA: MANGE WONDERFUL, 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, Thlabane on Friday, 30 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 894, Meriting-1 Township, Registration Division J.Q., Province of North West, measuring 244 square metres, held by virtue of Deed of Grant No. TG124199/98.

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

Dwelling consisting *inter alia* of a lounge, kitchen, 2 bedrooms, bathroom/toilet.

Dated at Pretoria on 19 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 HA6013.)

Case No. 32114/2000

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and MODIKWE: JACOB MODISE, 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, Thlabane on Friday, 30 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 3590, Meriting-3 Township, Registration Division J.Q., Province of North West, measuring 471 square metres, held by virtue of Deed of Grant No. TG141539/98.

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

Dwelling consisting *inter alia* of a lounge, kitchen, 3 bedrooms, bathroom/toilet.

Dated at Pretoria on 19 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 HA6010.)

Case No. 32106/2000

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and MOTLOKI: COMFORT THABANG, 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, Thlabane on Friday, 30 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 3089, Meriting-3 Township, Registration Division J. Q., Province of North West, measuring 273 square metres, held by virtue of Deed of Grant No. TG114217/1998.

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

Dwelling consisting *inter alia* of a lounge, kitchen, 2 bedrooms, bathroom/toilet.

Dated at Pretoria on 19 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 HA6018.)

Saak No. 1693/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE FOCHVILLE

**In die saak tussen FOCHVILLE PLAASLIKE OORGANGSRAAD, Eksekusieskuldeiser, en
J T MBEKWA, Eksekusieskuldenaar**

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 9 Januarie 2001 en daaropvolgende Lasbrief vir Eksekusie gedateer 9 Januarie 2001, die hiernagemelde eiendom om 10:00 op 30 Maart 2001 te die Landdroshof Fochville, Kerkstraat, Fochville, geregtelik verkoop sal word, naamlik:

Erf 894, Kokosi ook bekend as 894 Toullobatestraat, Kokosi, Fochville, Registrasie Afdeling IQ, Provinsie Noordwes, groot 240 (twee honderd en veertig) vierkante meter.

Die straatadres van die eiendom is 894 Toullobatestraat, Kokosi, Fochville.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Vyfdestraat 57, Fochville, ter insae sal lê en onder andere die volgende behels:

1. 10% (tien) persent van koopsom op datum van veiling betaalbaar is.
2. Balans van die koopsom, plus rente, binne 14 (veertien) dae vanaf datum van veiling betaalbaar is.
3. Besit onderhewig aan enige bestaande huurkontrak.
4. Reserweprys, wat op veiling aangekondig sal word.

Aan: Die Balju van die Landdroshof.

Gedateer te Fochville op hede die 19de dag van Februarie 2001.

Viljoen & Van Blerk, Prokureurs vir Eiser, Wulfsohnstraat 8, Posbus 526, Fochville, 2515. [Tel: (018) 771-2131.] (Verw: Viljoen/MR/F1847.)

Case No. 1693/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF POTCHEFSTROOM HELD AT FOCHVILLE

**In the matter between FOCHVILLE PLAASLIKE OORGANGSRAAD, Execution Plaintiff, and
J T MBEKWA, Execution Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on the 9th of January 2001 and subsequent Warrant of Execution dated 9th of January 2001, the following property will be sold in execution at 10:00 on 30th March 2001 at the offices of the Magistrate's Court, Church Street, Fochville namely:

Erf 894, Kokosi also known as 894 Toullobate Street, Kokosi, Fochville, Registration Division IQ, Province of North West, measuring 240 (two hundred and forty) square metres, the street address of the property is 894 Toullobate Street, Kokosi, Fochville.

And take further notice that the Conditions of Sale will lie for inspection at the offices of the Sheriff of the Court, 57 Fifth Street, Fochville and contain *inter alia* the following provisions:

1. 10% (ten) percent of purchase price payable on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.
4. Reserve price to be read out at sale.

To: The Sheriff of the Court.

Dated at Fochville on this 19th day of February 2001.

Viljoen & Van Blerk, Attorneys for Plaintiff, Wulfsohn Street 8; P O Box 526, Fochville, 2515. [Tel: (018) 771-2131.] (Ref: Viljoen/MR/F1847.)

SaaK No. 10531/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen N B S 'N DIVISIE VAN BOE BANK BEPERK, Eiser, en JOHANNES CORNELIUS OOSTHUIZEN, 1ste Verweerder, en AMILIA OOSTHUIZEN, 2de Verweerder

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 10 Julie 2000 en daaropvolgende Lasbrief vir Eksekusie, die hiernagemelde eiendom om 09:00 op 30 Maart 2001 te die eiendom, geregtelik verkoop sal word, naamlik:

Erf 404 Stilfontein Uitbreiding 1 Dorpsgebied, Registrasie Afdeling I P, Provinsie Noordwes, groot 899 vierkante meter, gehou kragtens Akte van Transport T76482/98, ook bekend as Jan van Riebeeckweg 32, Stilfontein.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju-Stilfontein, Delverstraat 53, Klerksdorp, ter insae lê en onder andere die volgende behels:

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

Aan: Die Balju van die Landdroshof.

Gedateer te Klerksdorp op hede die 16de Januarie 2001.

Botha de Wet & Rood, Prokureurs vir Eiser, Regsforum Gebou, Pretoriastraat 8, Klerksdorp; Posbus 33, Klerksdorp, 2570.
[Tel: (018) 462-3751.] (Verw: Mnr L van Zyl (Jnr)/HS/NN24115.)

Case No. 2933/99

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

In the matter between FIRST NATIONAL BANK LIMITED, Plaintiff, and DAVID MOLATE T/A O'NELLIES BUTCHERY, Defendant

In execution of a Judgment of the Magistrate's Court of Rustenburg a sale will be held on 30 March 2001 by the Sheriff of the Magistrate's Court, Mankwe at 10:00 of the undermentioned property of the Defendant on the Conditions of Sale to be read out by the Auctioneer at the time of the sale.

Erf 647 in the Township Mogwase Unit 1; Mankwe District, Registration Division J Q, Province of North West, measuring 600 square metres, held by Deed of Grant 93/94.

The following information is furnished, though in this regard nothing is guaranteed:

House consisting of 3 bedrooms, bathroom, kitchen and lounge.

Terms: The sale is without reserve. Deposit of 10% of the purchase price in cash or bank guaranteed cheque 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 attorney and to be furnished to the Sheriff, Mankwe within fourteen (14) days after the sale.

Conditions: The Conditions of Sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Mankwe or at Van Velden-Duffey Inc, 2nd Floor, Biblio Plaza, c/o Van Staden- & Smit Street, Rustenburg.

Dated at Rustenburg on this 19th day of February 2001.

Van Velden-Duffey Inc., 2nd Floor, Biblio Plaza, c/o Van Staden- & Smit Streets, Rustenburg. (Ref: IK/Mrs Coetzee/IE1510.)

Saak No. 234/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMHOF GEHOU TE BLOEMHOF

In die saak tussen ABSA BANK, Eiser, en P. A. COERTZE, Eerste Verweerder, en S. E. COERTZE, Tweede Verweerder

As gevolg van 'n vonnis van die Landdroshof te Bloemhof en 'n lasbrief vir eksekusie gedateer 8 November 2000, sal die volgende eiendom in eksekusie verkoop word op Woensdag, die 28ste Maart 2001 om 10H00 te Malherbestraat 15, Bloemhof.

Erf 1973, geleë in die dorp Bloemhof, Registrasie afdeling H O, Provinsie Noordwes, groot 1258 (eenduisend tweehonderd agt en vyftig) vierkante meter.

Verkoopsvoorwaardes:

1. Die gesegde eiendom sal verkoop word sonder voorbehoud aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en Reëls daarvolgens neergelê asook die Verkoopsvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Sonder om die enigsins te waarborg, is die eiendom verbeter met 'n woonhuis, bestaande uit: Woonhuis met 2 vlakke; Onder: Sitkamer, kombuis-/eetkamer, spens, 2 slaapkamers waarvan 1 en suite, toilet, stort, opwaskamer; Bo: woonvertrek en een buitekamer.

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

4. Die volledig verkoopsvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by die kantore van die Eiser se prokureurs:

Schoeman & Ebersöhn, Markstraat 45 (Posbus 47), Bloemhof, 2660. (Verw: FJL/YS/04/B0771.)

Case No. 787/00

IN THE HIGH COURT OF SOUTH AFRICA

(Bophuthatswana Provincial Division)

In the matter between FBC FIDELITY BANK LIMITED (under CURATORSHIP), Execution Creditor, and TSHOKOLO JOSEPH IKGOPOLENG, 1st Execution Debtor, and MARGARET MAKI IKGOPOLENG, 2nd Execution Debtor

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Deputy Sheriff for the High Court of South Africa (Bophuthatswana Provincial Division), at 1312 Thelesho Tawana Street, Montshiwa, on the 28th 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, Molopo.

Address: Site 7095, Unit 15, Mmabatho, district Molopo, in extent 406 (four hundred and six) square metres, held in terms of Deed of Transfer No. T2931/97.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A brick dwelling consisting of dining-room, kitchen, 2 bedrooms and a toilet.

Terms: 10% (ten percent) of the purchase price in cash on the day of the sale; balance payable against registration of Transfer, to be secured by Bank or Building Society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall, on the day of the sale pay 5% (five percent) auctioneer's charges on the proceeds of the sale up to a price of R30 000 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 28th day of February 2001.

Van Onselen & Van Rooyen Inc., Execution Creditor's Attorneys, 9 Proctor Street, Mafikeng, 2745. (Ref. JVO/ack/JF 121/00.)

Case No. 750/00

IN THE HIGH COURT OF SOUTH AFRICA

(Bophuthatswana Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and WILLIAM MOKONE, Defendant

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Deputy Sheriff for the High Court of South Africa (Bophuthatswana Provincial District), at the office of the Sheriff, Molopo, No 1312, Thelesho Tawana Street, Montshiwa, on the 28th 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, Molopo.

Address: Site 4096, Unit 12, Township Mmabatho, district Molopo, in extent 375 (three hundred and seventy-five) square metres, held by virtue of Deed of Transfer No. T306/1997.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A brick dwelling consisting of lounge, 3 bedrooms, bathroom and toilet.

Terms: 10% (ten percent) of the purchase price in cash on the day of the sale; balance payable against registration of Transfer, to be secured by Bank or Building Society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall, on the day of the sale pay 5% (five percent) auctioneer's charges on the proceeds of the sale up to a price of R30 000 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 15th day of February 2001.

Van Onselen & Van Rooyen Inc., Execution Creditor's Attorneys, 9 Proctor Street, Mafikeng, 2745. (Ref. JVO/ack/JS 114/2000.)

Case No. 726/2000

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MC MOJAPELE, Defendant

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Deputy Sheriff for the High Court of South Africa (Bophuthatswana Provincial District) at 1312 Thelesho Tawana Street, Montshiwa, on 28 March 2001 at 10:00, of the undermentioned immovable property of the Defendant, on the conditions to be read out by the Sheriff at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff, Molopo:

Address: 3479 Extension 33, Township Mafikeng, District Molopo.

Extent: 631 (six hundred and thirty-one) square metres, held by virtue of Deed of Transfer 116/1995.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A brick dwelling consisting of two bedrooms, lounge, kitchen, bathroom and toilet, no outbuildings.

Terms: 10% (ten percent) of the purchase price in cash on the day of the sale, balance payable against registration of transfer, to be secured by bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall, on the day of the sale pay 5% (five percent) auctioneer's charges on the proceeds of the sale up to a price of R30 000 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 28th day of February 2001.

Van Onselen & Van Rooyen Inc., Plaintiff's Attorneys, 9 Proctor Avenue, Mafikeng, 2745. [Tel. (018) 381-0804/7.] (Ref. JVO/z/JS117/00.)

Case No. 554/00

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

In the matter between FBC FIDELITY BANK LIMITED (under CURATORSHIP), Execution Creditor, and SITA MATHIBA, Execution Debtor

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Deputy Sheriff for the High Court of South Africa (Bophuthatswana Provincial Division) at 1312 Thelesho Tawana Street, Montshiwa, on 28 March 2001 at 10:00, of the undermentioned immovable property of the Defendant, on the conditions to be read out by the Sheriff at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff, Molopo:

Address: Site 927, Extension 8, Mafikeng, District Molopo.

Extent: 1 487 (one thousand four hundred and eighty seven) square metres, held in terms of Deed of Transfer T591/90.

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 (main bedroom, with en suite & dressing room), lounge, dining-room, kitchen and two bathrooms.

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

Dated at Mafikeng on this the 28th day of January 2001.

Van Onselen & Van Rooyen Inc., Execution Creditor's Attorneys, 9 Proctor Avenue, Mafikeng, 2745. (Ref. JVO/z/JF85/2000.)

Case No. 458/00

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and AKANYANG EMMANUEL KAEKAE, First Execution Debtor, and PHEMELO VICTORIA KAEKAE, Second Execution Debtor

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Deputy Sheriff for the High Court of South Africa (Bophuthatswana Provincial Division) at 1312 Thelesho Tawana Street, Montshiwa, on 28 March 2001 at 10:00, of the undermentioned immovable property of the Defendant, on the conditions to be read out by the Sheriff at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff, Molopo:

Address: Site 1116, Mafikeng, District Molopo.

Extent: 1 306 (one thousand three hundred and six) square metres, held in terms of Deed of Transfer T1380/99.

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

Terms: 10% (ten percent) of the purchase price in cash on the day of the sale, balance payable against registration of transfer, to be secured by bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall, on the day of the sale pay 5% (five percent) auctioneer's charges on the proceeds of the sale up to a price of R30 000 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 28th day of February 2001.

Van Onselen & Van Rooyen Inc., Execution Creditor's Attorneys, 9 Proctor Avenue, Mafikeng, 2745. (Ref. JVO/zj/JA45/00.)

Case No. 14442/2000

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

**In the matter between FBC FIDELITY BANK LTD, Execution Creditor, and LABIUS MANASE MOMPEI,
Execution Debtor**

Persuant to a judgment of the Magistrate's Court for the District of Rustenburg and warrant of execution dated 5 October 2000, the undermentioned property will be sold in execution to the highest bidder, on 30 March 2001 at 10:00, in front of the Magistrate's Offices, Rustenburg, namely:

Erf 142, in the Township of Boitekong, Registration Division JQ, North West Province, known as Erf 142, Boitekong, measuring 382 (three hundred and eighty two) square metres, held by Deed of Transfer T113440/98.

Bond Holder: FBC Fidelity Bank Limited, B86422/98.

The conditions of sale will be announced immediately prior to the sale and will also be available for inspection at the offices of Messrs Bonthuys Bezuidenhout Incorporated, 28 Kruis Street, Rustenburg, the Sheriff of the Magistrate's Court, Rustenburg, and the Clerk of the Court, Rustenburg.

The most important conditions contained therein are: The purchase price shall be paid cash as to 10% (ten per centum) thereof at the time of the sale and the full balance thereof together with interest at the current rate referred to in the Warrant of Execution on the amount of the Plaintiff's claim from the date of sale to the date of transfer shall be secured by bank or building society guarantee in form acceptable to Plaintiff's conveyancers. The guarantee shall be delivered by the purchaser to the Messenger within 30 (thirty) days of sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

Signed at Rustenburg on this 28th day of February 2001.

Bonthuys Bezuidenhout Inc., 28 Kruis Street, Rustenburg. (Ref. Mrs Bezuidenhout/Cindi Botha/RCF052.)

Case No. 1296/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOLOPO HELD AT MMABATHO

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MONTLENYANE DOUGLAS MOSES MOKABA,
Defendant**

Be pleased to take notice that the Sheriff, Molopo, intends to offer for sale, pursuant to a judgment dated 11 July 2000 and attachment dated 1 August 2000, the immovable property listed hereunder to the highest bidder by public auction on 4 April 2001 at 10:00, at 46E Carrington Street, Mafikeng, subject to the conditions mentioned hereunder:

Certain 6722 Unit 15, Mmabatho, situate in the District of Molopo, measuring 425 m² (four hundred and twenty-five square metres), held under Deed of Grant No. 1074/95.

Improvements: A residential home with three bedrooms, kitchen, lounge, bathroom and garage.

The premier conditions are the following:

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

(b) 10% (ten per centum) of the purchase price will be paid in cash to the Judgment Creditor directly after the sale and the balance of the purchase price plus interest thereon on date of transfer, secured by an approval bank or building society guarantee within 21 (twenty-one) days from the date of sale.

- (c) The improvements alleged to be affixed to the property are not guaranteed.
- (d) Immediately on acceptance of the purchaser's offer, the purchaser shall be obliged to sign the conditions of sale.
- (e) The purchaser will be responsible for payment of transfer costs, transfer duty, fees, stamps (if any), any arrear rates, levies, water and electricity charges and tax, as well as any other charges necessary to effect transfer.
- (f) The conditions of sale in execution may be inspected during office hours at the office of the Sheriff, 46E Carrington Street, Mafikeng. Tel. (018) 381-0030.
- Dated at Mafikeng on this 5th day of March 2001.
- Smit Stanton Motlhabani Inc., Attorneys for Plaintiff, 29 Warren Street, Mafikeng. (Ref. Mr Smit/N0011/2.)

Saak No. 1606/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE FOCHVILLE

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BPK, Eiser, en
M. S. SOLOSHE (I.D. 4910111246085), Verweerder**

In terme van 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief teen onroerende goed, uitgereik deur bogenoemde Agbare Hof, sal 'n verkoping in eksekusie by wyse van 'n geregtelike verkoping aan die hoogste bieder, sonder 'n reserweprys gehou word deur die Balju van Fochville voor die Landdroskantoor, Kerkstraat, Fochville, op Vrydag, 30 Maart 2001 om 10:00:

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

Die eiendom wat verkoop word is beskryf as: Erf 1418, Uitbreiding 1, Kokosi, Fochville, Registrasieafdeling IQ, Transvaal, nou provinsie Noordwes, groot 240 (twee vier nul) vierkante meter.

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

Geteken te Fochville op 27 Februarie 2001.

P. P. Oosthuizen, vir Oosthuizen & Roeland, Prokureur vir Eiser, Presidentstraat 51, Fochville, 2515. [Tel. (018) 771-2061.] (Verw. PPO/PVL/A14055.)

Case No. 226/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
STEFANUS JOHANNES FOURIE, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff, Klerksdorp, at the property known as 9 Anton Street, Wilkoppies Extension 12, Klerksdorp, on Thursday, 29 March 2001 at 10h00:

Full conditions of sale can be inspected at the Sheriff Klerksdorp, Senpark, 1st Floor, cnr. Voortrekker & Margaretha Prinsloo Street, Klerksdorp, and will be read out prior to the sale taking place.

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

Property: Erf 642, Wilkoppies Extension 12 Township, Registration Division I.P., North West Province, measuring 2 781 square metres and also known as 9 Anton Street, Wilkoppies, Klerksdorp.

Improvements: Dwelling, 9 living rooms, 5 bedrooms, 4 bathrooms, kitchen, scullery, bar, entertainment room, 2 garages, outside bathroom, staff room, storage room, swimming pool, tennis court, jacuzzi, lapa.

Zoned residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. (012) 342-9164.] (Ref. Mr Coetzee/Dalene/F885.)

Case No. 836/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MORETELE HELD AT TEMBA

**In the matter between NORTH WEST DEVELOPMENT CORPORATION LTD, Execution Creditor, and
SELLO DAVID RAPODILE, t/a LEBO & BROTHERS DISTRIBUTORS, Execution Debtor**

Kindly take note that in terms of a judgment obtained in the abovementioned Court and a warrant of execution issued on the 11th day of August 1998, the undermentioned property will be sold in execution on the 30th day of March 2001 at 11h00, at Magistrate's Court, Temba, site 276 Unit 1, Kudube, extent 818 square metres, held TG171/1971BP, subject to conditions and servitude, specified or referred to in the said Deed of Grant.

The property is improved by the erection of a dwelling consisting of kitchen, dining room, bedroom, bathroom.

The property is sold "voetstoots" and no warranties of whatever nature are given in respect of the property or any improvements thereon.

The conditions of sale, which will be read out immediately before the sale by the Messenger of the Court, or his nominee, are available for inspection at the offices of the Messenger of the Court.

Signed at Temba this 1st day of March 2001.

B P Jones, for Hack Stupel and Ross, 1st Floor, New Rens Shopping Centre, Hammanskraal. (Ref. Mr Jones/B0351.)

Saak No. 2884/2001

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

**In die saak tussen FIRSTRAND BANK LIMITED (formerly FIRST NATIONAL BANK OF SA LTD), Eiser, en
ANDRIES LAMIKI MAPHOTO, Verweerder**

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 26/2/2001, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder deur die Balju in Eksekusie verkoop word op 30 Maart 2001 om 14h00:

Erf 3357, geleë in die dorpsgebied van Meriting Unit 3, distrik Bafokeng, Registrasie Afdeling JQ, Noordwes, grootte 289 vierkante meter, gehou kragtens Akte van Transport No. TG 14619/1998 (die eiendom is ook beter bekend as Stand 3357, Unit 3, Meriting, Distrik Bafokeng).

Plek van verkoping: Die verkoping sal plaasvind te die Landdroeskantoor, Tlhabane, distrik Rustenburg.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis, bestaande uit sitkamer, kombuis, 2 slaapkamers, badkamer/toilet.

Sonering: Residensieel.

Verkoopsvoorwaardes: Die verkoopsvoorwaardes lê ter insae te die kantore van die Balju by Pleinstraat 146, Rustenburg, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 9de dag van Maart 2001.

Mnr. G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. VD Burg/lvdw/F1635/B1.)

Case No. 32109/2000

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and RANTAO: OLEFILE PATRICK, 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, Molopo, at 1312 Thelesho Tawana Street, Montshiwa, Mmabatho on Wednesday, 4th April 2001 at 10h00 of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the High Court, Molopo, at 1312 Thelesho Tawana Street, Montshiwa, Mmabatho:

Site 6933, Mmabatho Unit 15, situate in the Municipality Mafikeng, Registration Division JO; North West Province; measuring 522 square metres, held by virtue of Deed of Grant No. T120/99.

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

Dated at Pretoria on the 1st March 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 HA6015.) [Sheriff: Tel. (018) 384-4650.]

WESTERN CAPE WES-KAAP

Case No. 9487/00

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

In the matter between MCNAUTHANTS (PTY) LTD, Plaintiff, and JOHN O/KENNEDY SMIT, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on the 2000-05-10 and subsequent a warrant of execution the following properties will be sold in execution on the 29 March 2001 at 10:00 am and 10:30 am, at the premises, to the highest bidder, namely:

Situated at 38 Fontein Street, Darling; and 36 Voortrekker Street, Darling.

Also known as Erf 810, Darling (not guaranteed—house on premises); and Erf 469, Darling (a vacant erf).

Size: 1609 square metres (Erf 810).

Size: 555 square metres (Erf 469).

Held by T13794/1983 and T1396/1995.

Conditions of sale:

1. The sale will be "voetstoots", subject to the conditions of the title deed whereunder the property is kept.
2. One tenth of the purchase price plus interest at the rate of 15,50% per annum from date of sale to date of registration of the transfer. The Purchaser must, within fourteen (14) days after the sale, supply the Plaintiff with a bank or building society guarantee for the due fulfilment of all his obligations in terms of the conditions of sale.

The sale will be subject to the further conditions which will be read during the sale of execution. This further conditions will lie for inspection at the offices of the Sheriff of Malmesbury.

Dated at Goodwood on this 14th day of February 2001.

A van Rhyn, for Steyn & Van Rhyn, Attorney for Plaintiff, 45 Voortrekker Road, Goodwood.

Case No. 4395/2000

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

In the matter between BOE BANK LIMITED, Judgment Creditor, and ANDRÉ ERIC THOMAS, First Judgment Debtor, and KAREN THOMAS, Second Judgment Debtor

The undermentioned property will be sold in execution on the premises at 17 Sir Lowry Estate, Admirals Way, Gordon's Bay, on Friday, 6 April 2001 at 11h00:

Erf 4940, Gordon's Bay, situate in the City of Cape Town, Division Stellenbosch, Western Cape Province, in extent 230 square metres, held by Deed of Transfer T69680/94 (also known as 17 Sir Lowry Estate, Admirals Way, Gordon's Bay).

Comprising a double storey dwelling with 3 bedrooms, 2 bathrooms, lounge, kitchen with double garage.

The Sale shall be by Public Auction without reserve to the highest bidder, subject to the High 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 Gordon's Bay 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/AB/B01203.)

Case No. 5189/2000

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and
LOURENS GROEP (EDMS) BEPERK, Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Vredenburg, on 4 April 2001 at 10h00:

Erf 11409, Saldanha, in the Saldanha Bay Municipality, Administrative District of Malmesbury, Western Cape Province, known as 49 Bordeaux Close, Saldanha, in extent 264 (two hundred and sixty four) square metres.

Comprising 3 bedrooms, 1 1/2 bathrooms, 2 other rooms, nothing guaranteed.

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

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

KG Kemp, for Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel: (021) 945-3646.] (Ref. KG Kemp/LvS/G723.)

Case No. 5188/2000

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and
LOURENS GROEP EDMS BEPERK, Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Vredenburg, on 4 April 2001 at 10h15:

Erf 11416, Saldanha, situate in the Saldanha Bay Municipality, Administrative District of Malmesbury, Western Cape Province, known as 56 Raven Avenue, Saldanha, in extent 251 (two hundred and fifty one) square metres.

Comprising 2 bedrooms, 1 bathroom and 1 other room, nothing guaranteed.

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

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

KG Kemp, for Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel: (021) 945-3646.] (Ref. KG Kemp/LvS/G722.)

Case No. 11545/99

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and MERVYN LEEDENBERG, 1st Judgment Debtor, and SHERILDIENE RAY LEEDENBERG, 2nd Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Kuils River, on 4 April 2001 at 09h00:

Erf 9065, Brackenfell, situate in the City of Cape Town, Division Stellenbosch, Western Cape Province, known as 58 Eastwood Drive, Northpine, in extent 289 (two hundred and eighty nine) square metres.

Comprising tiled roof, brick walls, lounge, kitchen, bathroom, toilet, 3 bedrooms, garage.

The Sale shall be by Public Auction without reserve to the highest bidder, subject to the Magistrates' Courts' Act and Rules.

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

KG Kemp, for Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel: (021) 945-3646.] (Ref. KG Kemp/LvS/G550.)

Case No. 9229/2000

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and NICHOLAS MELLVILLE CORNELIUS 1st Judgment Debtor, and NELLIE CORNELIUS, 2nd Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Kuils River, on 4 April 2001 at 09h00:

Erf 6224, Brackenfell, situate in the City of Cape Town, Division of Stellenbosch, Western Cape Province known as 7 Bullock Street, Northpine, in extent 527 (five hundred and seventy two) square metres, comprising 3 bedrooms, kitchen, diningroom, lounge, bathroom, toilet, single garage.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrate's Courts Act and Rules.

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

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. (Ref. KG Kemp/LvS/G545.) [Tel. (021) 945-3646.]

Case No. 10124/2000

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and GERHARDUS JOHANNES GERBER, 1st Judgment Debtor, and EDITH MARIA GERBER, 2nd Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Kuils River on 2 April 2001 at 09h00:

Erf 6233, Kraaifontein, in the Oostenberg Municipality, Division of Paarl, Western Cape Province, also known as 89 Horak Street, Peerless Park, Kraaifontein, in extent 496 (four hundred and ninety six) square metres, comprising 3 bedrooms, 2 bathrooms, separate toilet, open plan kitchen, diningroom, lounge, single garage.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrate's Courts' Act and Rules.

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

Smuts Kemp & Smal, Plaintiff's Attorney's, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. KG Kemp/LvS/G580.)

Case No. 4126/98

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

In the matter between STANDARD BANK OF S.A. LTD (STANNIC), Plaintiff, and GRAHAM THEODORE BENEDICT POGGENPOEL, Defendant

In pursuance of judgment granted on 17 April 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 28/03/2001 at 09h00 at Landdroshof, van Riebeeck Road, Kuilsriver, to the highest bidder:

Description: Erf 299, Hagley in the Oostenberg Municipality, Division of Stellenbosch, Western Cape Province, in extent four hundred and seventy one (471) metres.

Postal address: 23 Plover Walk, Sunbird Park, Kuilsriver.

Property consists of: 2 bedrooms, lounge, bathroom and toilet, kitchen, tiled roof.

Held by the Defendant in his name under Deed of Transfer No. T56709/1987.

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 affected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions of sale which may be inspected at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Road, Bellville.

Dated at Bellville this 23 February 2001.

H N Wilson, for Bornman & Hayward, Plaintiff's Attorneys, VIII High Street, Rosenpark, Tygervally, 7536; PO Box 3609, Tygervally, 7536. (Tel. 914-6400.) (Ref. HNW/YF/S0168/948.)

Saak No. 4220/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

**In die saak tussen: ABSA BANK BEPERK, Eiser, en COLIN JOHN COOK & RONALD ROBERT ALLEN,
handeldrywend in vennootskap as ACS Properties, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 12 September 2000 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 29 Maart 2001 om 10h00 op die perseel te Chamberlainstraat 53A, Woodstock, 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 14952, Kaapstad te Woodstock, in die stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 212 vierkante meter, gehou kragtens Transportakte Nr T32796/1997.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met gepleisterde baksteenmure, teëldak, twee slaapkamers, sitkamer, eetkamer, kombuis, badkamer/toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. J. Coetzee, Arielstraat 6, Maitland (Tel. 593-0673).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afsalers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 20% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopsvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, Mnr. J. Coetzee, Arielstraat 6, Maitland (Tel. 593-0673).

Datum: 19 Februarie 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/A794.)

Case No. 334/99

PH 255

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and COLIN HENDRICKS,
First Defendant, and JULIA ANN HENDRICKS, Second Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 12 Gumtree Road, Steenberg, at 2:30 pm on 2 April 2001, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, Electric Road, Wynberg.

Erf 132845, Cape Town at Retreat, situate in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 307 square metres, and situate at 12 Gumtree Road, Steenberg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A 62 square metre main dwelling, consisting of a living-room, lounge, kitchen, 2 bedrooms, bathroom with water closet and a 53 square metre outbuilding, consisting of 2 garages.

Terms:

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

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

Dated at Cape Town on this 9th day of February 2001.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St. George's Mall, Cape Town, 8001; P.O. Box 67, Cape Town, 8000. (Docex 230, Cape Town). [Tel. (021) 423-0554.] [Fax (021) 423-0510.] (Ref. W. D. Inglis/cs/S3358/7089.)

Case No. 2073/2000

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

In the matter between: BOE BANK LIMITED (Reg. No. 51/00847/06) (through its NBS Division), Execution Creditor, and RUSSEL ROY MELLEME, First Execution Debtor, and GAIL DELORES MELLEME, Second 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 4 April 2001 at 10h00 am, to the highest bidder:

Erf 6162, Grassy Park, situate in the area of the Transitional Metropolitan Substructure Grassy Park, Division Cape, Province of the Western Cape, measuring four hundred and sixty-nine square metres, situate at 7 Rod Lane, Lotus River, Grassy Park.

Property description: A brick residential dwelling comprising of lounge, kitchen, 3 bedrooms, bathroom, shower, toilet, single garage, single carport, swimming pool, tar driveway, covered pergola, held by Title Deed: T95684/95.

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 9th day of February 2001.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; P.O. Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Reference COL/BBS/Z05446.)

Case No. 5607/2000

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

In the matter between: BOE BANK LIMITED (Reg. No. 51/00847/06) (through its NBS Division), Execution Creditor, and CURT EDWIN PAULSEN, First Execution Debtor, and PORTIA ANTOINETTE PAULSEN, Second 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 4 April 2001 at 10h00 am, to the highest bidder:

Erf 1377, Wetton, measuring one hundred and ninety-six square metres, situate at 39 Empire Road, Wetton, 7800.

Property description: A brick residential dwelling under a tiled roof, comprising of 3 bedrooms, bathroom, toilet, kitchen, lounge, held by Title Deed T17303/95.

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 bank 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 9th day of February 2001.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; P.O. Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Reference COL/BBS/Z05511.)

Case No. 21684/2000

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

In the matter between: ABSA BANK LIMITED, SANTYGER 2, Plaintiff, and ROSLYN FRY, First Defendant

The following property will be sold in execution at Bellville Magistrate's Court House on the 5 April 2001 at 09H00 am, to the highest bidder:

Erf: 16645, Parow (portion of Erf 12026), measuring two hundred and eighty-five square metres, situate at 1 Charles Grodes Crescent, Ravensmead, 7490, held by Title Deed T26351/99.

Property description: A residential dwelling, consisting of lounge, kitchen, bathroom, toilet, 2 bedrooms.

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 16,75% 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, Bellville.

Abrahams & Gross Inc., Attorneys for Plaintiff, 16h Floor, 2 Long Street, Cape Town, 8001; P.O. Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref. COL/BBS/Z05552.)

Saak No. 6545/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen: ABSA BANK BEPERK, Eiser, en FOAD RYKLIEF en FADEELAH RYKLIEF, Verweerders

Ten uitvoerlegging van die vonnis van die Landdroshof, Wynberg, gedateer 16 April 1997, sal die onroerende eiendom hieronder beskryf op Donderdag, die 5de dag van April 2001 om 10H00, by die Landdroshof te Wynberg te publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis met teëldak, bestaande uit 3 slaapkamers, sitkamer, eetkamer, kombuis, badkamer, toilet, deelsgeboude kamer, deelsgeboude motorhuis, ook bekend as Scoutweg No. 18, Lansdowne.

Erf 62953, Kaapstad, te Lansdowne, geleë in die stad Kaapstad, afdeling Kaap Provinsie, provinsie Wes-Kaap, groot 342 (driehonderd twee-en-veertig) vierkante meter, gehou kragtens Transportakte Nr T.42062/1995.

Verkoopsvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die voorwaardes van die transportaktenommer waaronder die eiendom gehou word.
2. Een-tiende ($\frac{1}{10}$) van die koopprys tesame met rente daarop teen 19% 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.

Afslaer: Die Balju, Landdroshof, Wynberg-Oos.

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

P. F. Vos, vir Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9221.] (Verw. PFV/N. Prins/AB.109.)

Case No. 24503/00

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

**In the matter between ABSA BANK LIMITED (formerly trading as UNITED BUILDING SOCIETY LTD), Plaintiff, and
MEDION TOBILE MTSI, 1st Defendant, and NOMPUMELELO LADY-GIRL MTSI, 2nd Defendant**

The following property will be sold in execution at the Mitchells Plain Magistrate's Court on the 29th March 2001 at 10h00 to the highest bidder:

Erf 18748, Khayelitsha, situated in the City of Tygerberg, Cape Division, Western Cape Province, in extent 330 (three hundred and thirty) square metres, held under Deed of Transfer No. T9962/1991.

Street address: 6-Kwesi Road, Khayelitsha.

1. The following improvements are reported, but not guaranteed: A brick wall & tiled roof single dwelling consisting of lounge, 3 bedrooms, kitchen and bathroom/toilet.

2. *Payment:* 10% of the purchase price must be paid in cash or bank guaranteed cheque at the time of the sale, and the balance (plus interest at 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.

Dated at Cape Town on this 9th day of February 2001.

J J Niemand, for De Klerk & Van Gend, Plaintiff's Attorneys, ABSA Bank Building, 132 Adderley Street, Cape Town. (Ref. JJN/rt/F00144.)

Saak No. 18829/2000

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en MAURICE CHARLES COX, en ESTELLE CLAUDINE COX,
Verweerders**

Ten uitvoerlegging van die vonnis van die Landdroshof gedateer 9 Oktober 2000 sal die onroerende eiendom hieronder beskryf op Dinsdag, 3 April 2001 om 10h00 by die Landdroshof Mitchells Plain per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis bestaande uit 3 slaapkamers, aparte kombuis, sitkamer, badkamer & toilet.

Ook bekend as: Matterhornsingel 15, Nuwe Tafelsig, Mitchells Plain.

Erf 36196, Mitchells Plain, in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 164 (eenhonderd vier-en-sestig) vierkante meter, gehou kragtens Transportakte Nr. T74297/1996.

Verkoopsvoorwaardes:

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

2. Een tiende (1/10) van die koopprys tesame met rente daarop teen 15.5% per jaar vanaf datum van verkoping tot datum van registrasie van oordrag. Die Koper moet voorts binne 14 dae na die verkoping die vonnisskuldeiser voorsien van 'n Bank- of Bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju, Landdroshof, Mitchells Plain-Suid, Mulberryweg 2, Strandfontein.

Afslaer: Die Balju, Landdroshof Mitchells Plain-Suid.

Gedateer te Bellville hierdie 13de dag van Februarie 2001.

A der Kinderen, vir Bornman & Hayward, Prokureur vir Elser, High Street VII, 2de Vloer, Rosenpark, Tygervallei. [Tel. (021) 914-6400.] (Verw. ADK/A Rudman/A0204/200.)

Saak No. 8435/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GEORGE GEHOU TE GEORGE

In die saak tussen ABSA BANK BEPERK, Eiser, en PATRICK LEON MEYER, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n lasbrief vir eksekusie gedateer 7 November 2000 sal die volgende eiendom verkoop word deur die Balju vir George aan die hoogste bieder op Donderdag 29 Maart 2001 om 11h00 te die Landdroskantoor, Yorkstraat, George:

Erf 11204, George, geleë in die Munisipaliteit en Afdeling van George, groot 412 vierkante meter, gehou kragtens Transportakte Nr. T57483/89 (ook bekend as) Boogstraat 1, Parkdene, George.

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: 2 slaapkamers, badkamer, kombuis en leefarea.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserve aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshowet en Reëls daaronder geproklameer en van die terme van die Titellakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% daaraan op die dag van verkoping aan die Geregsbode en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 19,75% per jaar sal binne 30 dae aan die Geregsbode betaal word of gedek word deur 'n goedgekeurde Bank- of Bougenootskapswaarborg.

3. *Voorwaardes:* Die volle Voorwaardes van verkoping lê vir insae by die kantoor van sowel as by die kantore van mnre. Millers Ingelyf van Beaconsuis, Meadestraat 123, George en die Balju, Wellingtonstraat 36(A), George.

Gedateer te George op hierdie 13de dag van Februarie 2001.

Millers Ingelyf, Prokureurs vir Eiser, Beaconsuis, Meadestraat 123, George. (Verw. LSJ/EN/A1957/Z04528.)

Saak No. 9489/00

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen FBC FIDELITY BANK BEPERK, Eiser, en JOSEPH DANIEL PETERSEN, Eerste Verweerder, en ROZELLE PHILIRENE PETERSEN, Tweede Verweerder

Ter uitvoering van 'n vonnis verkry in die Landdroshof Kuilsrivier, gedateer 05/10/2000, en 'n Lasbrief vir Eksekusie sal die hiernabeskrewe vaste eiendom op Woensdag, 4 April 2001 om 09h00, by die Landdroshof, Kuilsrivier per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserve:

Erf 4391, Blue Downs, geleë in die Oostenberg Munisipaliteit, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 325 vierkante meter, gehou kragtens Transportakte No. T112789/98.

Liggingsadres: Gallinulestraat 9, Electric City, Blue Downs.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalinge van die Wet op Landdroshofe en Reëls asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Een tiende ($\frac{1}{10}$) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen 24,2% p.j. of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van die verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping vir vonnisskuldeiser voorsien van 'n bank- of bouverenigingswaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word welke voorwaardes ter insae lê by die kantore van die Balju, Kuilsrivier, en/of kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbeteringe is die volgende: 3 slaapkamers, sitkamer, kombuis, badkamer, toilet en teëldak.

Gedateer te Durbanville op hierdie 14de dag van Februarie 2001.

A. D. Kruger, vir Smit Kruger Ingelyf, Wellingtonweg 32 (Posbus 33), Durbanville, 7550. (Verw. ADK/BM/B01749.)

Case No. 3489/99

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

NEDCOR BANK LIMITED (No. 51/00009/06) versus COLIN WILLIAM FRANCOIS KERWIN, First Defendant and RENE ANTOINETTE KERWIN, Second Defendant

The property: Erf 8583, Kraaifontein, in extent 528 square metres, situated at 43 Bloem Street, Peerless Park, Kraaifontein.

Improvements (not guaranteed): Dwelling consisting of 2 bedrooms, open plan lounge, kitchen, bathroom and carport.

Sale: 4 April 2001 at 09h00.

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 of 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 on this 14th day of February 2001.

Pincus Matz & Marquard, Attorney for Judgment Creditor, Wynberg Mews, Brodie Road, Wynberg.

Saak No. 9766/99

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen BOE BANK BEPERK, Eiser, en FREDERICK PETRUS VERMEULEN, Eerste Verweerder, en CHARMAINE VERMEULEN, Tweede Verweerder

Ingevolge 'n Vonnis toegestaan in die Landdroshof te George, en 'n Lasbrief vir Eksekusie gedateer 6 Februarie 2001, sal die volgende eiendom verkoop word deur Mnre Van Rensburgs Eiendomme en Veilings aan die hoogste bieder op Vrydag, 30 Maart 2001 om 11h30, te ondervermelde perseel:

Erf 6274, George, geleë in die Munisipaliteit en Afdeling van George, groot 871m², gehou kragtens Transportakte No. T68968/90. (Ook bekend as Varinglaan 12, George).

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, 3 slaapkamers, 2 badkamers, stort, 2 toilette, ingangsportaal, familie kamer en waskamer.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshof Wet en Reëls daaronder geproklameer en van die terme van die Titellakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van die verkoping aan die Balju, George, en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 15% per jaar sal binne 30 dae aan die Balju, George, betaal word of gedek word deur 'n goedgekeurde Bank- of Bougenootskapswaarborg.

3. *Voorwaardes:* Die volle voorwaardes van die verkoping lê vir insae by die kantore van Mnre van Rensburgs Eiendomme en Veilings, Mnre Millers Ingelyf, Beaconsuis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36a, George.

Gedateer te George op hierdie 22ste dag van Februarie 2001.

Millers Ingelyf, Prokureurs vir Eisers, Beaconsuis, Meadestraat 123, George. (Verw. FJB/MDL/N1726-Z03317.)

Case No. 4709/00

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

In the matter between BOE BANK LIMITED, Execution Creditor, and HENTIQ 1294 (PTY) LIMITED, First Execution Debtor, and R. J. C. GREYLING, Second Execution Debtor

Whereas judgment was obtained in the above-mentioned matter on 20 December 2000, the following property will be sold in execution by public auction held at Erf 1665, Sedgefield, to the highest bidder on 30 March 2001 at 11:00, at:

Erf 1665, Sedgefield, in the area of Transitional Local Council of Sedgefield, Division of Knysna, Western Cape Province, in extent 6,5082 hectares (six comma five zero eight two hectares), held by First Defendant in terms of Deed of Transfer T52657/99, situate at corner of Kwartel and Wagtail Roads.

Conditions of sale:

1. The sale shall be by public auction to the highest bidder subject to the provisions of the Magistrate's Court Act, 1944. 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, Knysna's address.

2. The following information is furnished but not guaranteed:

2.1 The improvements on the property are described as A security village of 29 Freehold Title House units. There are 29 units (A1, C1 and D are double story units. Brick walls, plastered, corrugated and asbestos rooves, victorian and detached.

(a) A1 (X2): Lounge, dining, kitchen, two bedrooms, bathroom, shower, w/c and balcony;

(b) B(X3): Lounge, dining, kitchen, two bedrooms, one and a half bathrooms, shower, w/c and two balconies;

(c) C(X7): Lounge, dining, kitchen, three bedrooms, two bathrooms, shower, two w/c's and two balconies;

(d) C1(X7): Lounge, dining, kitchen, three bedrooms, two bathrooms, two showers, two w/c's and three balconies;

(e) D(X10): Lounge, dining, kitchen, three bedrooms, two and a half bathrooms, two showers, three w/c's and three balconies;

2.2 There are 53 garages. Units C, C1 and D have double garages;

2.3 There are 74 un-serviced erven;

2.4 Municipal water, sewerage and lighting;

2.5 Timber picket fencing;

2.6 Year of construction 2000; and

2.7 paving, gardens, sewerage and electrical service stations.

2.8 The property is zoned for Group Housing purposes.

2.9 *Terms of payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest 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 Knysna on this 12th day of February 2001.

P. Pama, for Buchan Mosdell & Pama, 19 Pledge Square, 48 Main Street, Knysna. (Ref. PP/P01478.)

Saak No. 8263/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eiser, en J. J. en E. HOUGH, Verweerders

Eiendom geleë te Swarthoutstraat 28, St Dumas, Kuilsrivier

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 24 Julie 2000 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Swarthoutstraat 28, St Dumas, Kuilsrivier, per publieke veiling te koop aangebied op 2 April 2001 om 10:30:

Erf 10748, Kuilsrivier, afdeling Stellenbosch, groot 463 vierkante meter, ook bekend as Swarthoutstraat 28, St Dumas, Kuilsrivier, gehou kragtens Transportakte T111646/97.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se Prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 14,50% 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 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, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. Mev. Swart/AH169.)

Saak No. 6681/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GEORGE GEHOU TE GEORGE

**In die saak tussen FBC FIDELITY BANK BEPERK, Eiser, en CHRISTINA DELAIDA PRETORIUS N.O.,
in haar hoedanigheid as Trustee van ZANVIC TRUST, Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n lasbrief vir eksekusie gedateer 20 September 2000, sal die volgende eiendom verkoop word deur mnre. Van Rensburgs Eiendomme en Veilings aan die hoogste bieder op Vrydag, 30 Maart 2001 om 12:00, te ondervermelde perseel:

Erf 13112, George, geleë in die Munisipaliteit en Afdeling van George, groot 1 418 m², gehou kragtens Transportakte T9286/88 (ook bekend as Witfonteinweg 56, Heatherpark, George).

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Woonhuis bestaande uit sitkamer, eetkamer, studeerkamer, drie slaapkamers, en suite badkamer, badkamer, kombuis, waskamer, dubbel garage en woonstel bestaande uit slaapkamer, badkamer, toilette, sitkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshowe Wet en Reëls daaronder geproklameer en van die terme van die Titellakte in so ver dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van die verkoping aan die Balju, George en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 14,90% per jaar sal binne 30 dae aan die Balju, George betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapswaarborg.

3. *Voorwaardes:* Die volle voorwaardes van die verkoping lê vir insae by die kantore van mnre. Van Rensburgs Eiendomme en Veilings, mnre. Millers Ingelyf, Beaconsuis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 22ste dag van Februarie 2001.

Millers Ingelyf, Prokureurs vir Eisers, Beaconsuis, Meadestraat 123, George. (Verw. FJB/MDL/F2061-Z03816.)

Case No. 12603/93

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

**In the matter between BOE BANK LTD (formerly NBS BOLAND BANK LTD, previously known as NBS BANK LTD),
Plaintiff, and CHARLES BARNETT (SNR), First Defendant, and ANNIE BARNETT, Second Defendant**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 27 September 1993, the undermentioned property will be sold in execution at the Magistrate's Court, Goodwood, on Monday, 26 March 2001 at 09:00:

Erf 125489, Cape Town, situate in the City of Cape Town, Cape Division, Province Western Cape, measuring 228 (two hundred and twenty-eight) square metres, held by Deed of Transfer T67943/90 and comprising of brick building under asbestos roof, lounge, dining-room, kitchen, three bedrooms, bathroom and carport, and known as 106 Firethorn Street, Bonteheuwel.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and to the Title Deed insofar as these are applicable.

2. *Terms:* the purchase price shall be paid as to 10 (ten) per cent thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Parow this 23rd day of February 2001.

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

Saak No. 9057/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen ABSA BANK BEPERK, Eiser, en COENRAAD PHIGELAND, Eerste Verweerder, en
SOPHIE PHIGELAND, Tweede Verweerder**

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Vrydag, 6 April 2001 om 09:00, by die Kuilsrivier Hof:

Die onroerende eiendom wat verkoop word, is 'n woonhuis bestaande uit twee slaapkamers, kombuis, sitkamer, badkamer en toilet en word verdermeer omskryf as:

Sekere Erf 1583, Eersterivier, geleë in die Stad Kaapstad, Afdeling Stellenbosch, Wes-Kaap Provinsie, groot 312 (driehonderd en twaalf) vierkante meter, gehou kragtens Transportakte T74678/1988, ook bekend as Oxalisstraat 30, Devon Park, Eersterivier.

Veilingsvoorwaardes:

1. Die veiling is onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshof No. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande Titellakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalinge 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. Verdermeer, onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Kuilsrivier.

Geteken te Bellville op die 22ste dag van Februarie 2001.

L. Sandenbergh, vir Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.

Case No. 7277/00

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and T BRICE, 1st Defendant, and
J V BRICE, 2nd Defendant**

In pursuance of a judgment in the Court for the Magistrate of Bellville and a writ of execution dated 31 March 2000, the property listed hereunder will be sold in execution on Friday, 6 April 2001 at 11h00, at Defendant's premises, namely 19 Mentz Crescent, Panorama, Parow, be sold to the highest bidder:

Certain Erf 1414, Parow, situated in the City of Cape Town, Cape Division, Western Cape Province, also known as 19 Mentz Crescent, Panorama, Parow, in extent 939 square metres, held by Title Deed No. T32628/99 and T99092/93.

Conditions of sale:

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

2. The following improvements are reported to be on the property, but nothing is guaranteed:

A single dwelling brick building, tiled roof, consisting of approximately three bedrooms, TV room, office, bathroom, toilet, lounge, kitchen, double garage and swimming pool.

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 16th day of February 2001.

Heyns & Partners Inc., Attorneys for Plaintiff, 68 Vasco Boulevard, Goodwood, 7460. (Ref. A Keet/RP/Z11562.)

Saak No. 22743/00

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen ABSA BANK LIMITED, Eiser, en WILLEM JOHANNES MYBURGH, Eerste Verweerder, en
SYLVIA MYBURGH, Tweede Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 10 Julie 2000, sal die volgende onroerende eiendom geregtelik verkoop word op die 5de dag van April 2001 om 12h00, te Parkstraat 16, De La Haye, Bellville aan die hoogste bieder:

Erf 6754, Bellville, in die Stad Kaapstad, Afdeling Kaap, Wes-Kaap Provinsie, groot 833 m² (Parkstraat 16, De La Haye, Bellville), bestaande uit 'n woonhuis met sitkamer, kombuis, drie slaapkamers, 2 badkamers en motorhuis 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 bepalinge van die Wet op Landdroshowe (Wet 32 van 1944), die bepalinge van die huidige titelakte van die eiendom en betaling van 'n deposito van 10% van die koopprys aan die Balju onmiddellik na die verkoping of in kontant, of per bankgewaarborgde tjek. Die balans koopprys plus rente teen 16,80% per jaar op die vonnisskuld verskuldig vanaf datum van verkoping tot datum van registrasie van transport, verseker te word deur 'n goedgekeurde bankwaarborg wat aan die Balju voorsien moet word binne veertien dae na datum van verkoping.

Die koper moet alle oordragkoste, eiendomsbelasting en munisipale- of deeltitelheffings aan die oordragprokureurs betaal. Verkoopvoorwaardes kan geïnspekteer word by die kantoor van die Balju van bogemelde Hof.

Gedateer te Durbanville op hiedie 19de dag van Februarie 2001.

E Louw, vir Louw & Coetzee, Eiser se Prokureurs, Hoofweg 35, Posbus 146, Durbanville. [Tel. (021) 976-3180.] (Ref. E Louw/Esmé.)

Case No. 16950/2000

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 SHAFIEK ABRAHAMS, 1st Judgment Debtor, and GAKIEMA ABRAHAMS, 2nd Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Mitchells Plain on 3 April 2001 at 10h00:

Erf 48303, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, known as 2 Discovery Road, Strandfontein, in extent 320 (three hundred and twenty) square metres.

Comprising vacant land.

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 (South), 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/G425.)

Case No. 17224/99

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and JENNIFER EVELYN LOVEMBER, Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Goodwood, on 5 April 2001 at 09h00:

Erf 128601, Cape Town at Bonteheuwel in the City of Cape Town, Cape Division, Western Cape Province, known as 85 Saffraan Road, Bonteheuwel, in extent 265 (two hundred and sixty five) square metres.

Comprising asbestos roof, brick walls, lounge, kitchen, 3 bedrooms, bathroom and garage.

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/G908.)

Case No. 13623/2000

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and JOHN JOHANNES ZEEMAN, 1st Judgment Debtor, and ANNE LENA ZEEMAN, 2nd Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Goodwood, on 5 April 2001 at 09h00:

Erf 140627, Cape Town at Bonteheuwel, situate in the City of Cape Town, Cape Division, Western Cape Province, known as 76D Vyeboom Road, Bonteheuwel, in extent 133 (one hundred and thirty three) square metres.

Comprising asbestos roof, brick walls, lounge, kitchen, 2 bedrooms and bathroom.

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/G604.)

Case No. 1683/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and CHRISTOPHER NEIL SMITH, Defendant

In pursuance of a judgment in the aforementioned Magistrate's Court and writ of execution dated 14 June 2000, the following property will be sold in execution on 4 April 2001 at 10h00, to the highest bidder at 11 Linde Crescent, Duynfontein, Melkbosstrand:

Erf 2690, Melkbosch Strand, in the Blaauwberg Municipality, Cape Division, Western Cape Province, in extent 957 square metres.

Street address: 11 Linde Crescent, Duynfontein, Melkbosstrand, held by Deed of Transfer No. T59394/99.

The following improvements are reported but nothing is guaranteed: Lounge, kitchen, 2 bedrooms, bathroom/toilet and double garage.

Conditions of sale:

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

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

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

Dated at Table View this the 21st day of February 2001.

Miltons, Attorneys for Plaintiff, 48 Blaauwberg Road, Table View. (Ref. D R Welz/jh/23815.)

Saak No. 481/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK RIVERSDAL GEHOU TE RIVERSDAL

In die saak tussen FIRSTRAND BANK BEPERK, Eiser, en WARREN JOHN JANUARY, en MAGDALENA JANUARY, Verweerders

'n Verkoop in eksekusie sal gehou word te Olieslagerstraat 1, Riversdal, op 23 Maart 2001 om 10:00:

Erf 4508, Riversdal, in die Munisipaliteit Riversdal, Afdeling van Riversdal, provinsie Wes-Kaap, groot 479 vierkante meter, gehou kragtens Transportakte T85033/97.

Die eiendom bestaan uit woonhuis.

Die verkoopvoorwaardes kan nagegaan word by die kantoor van die Balju te Riversdal of by Melt Kloppers en Eloff Prokureurs, Eiser se Prokureurs, Dicksonstraat 8, Riversdal. [Tel. (028) 713-1606.] (Verw. P A Eloff.)

Saak No. 467/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK PIKETBERG GEHOU TE PORTERVILLE

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en JACOBUS HUGO KRIEGLER, Eerste Eksekusieskuldenaar, en ELIZABETH A KRIEGLER, Tweede Eksekusieskuldenaars

Ten uitvoering van 'n vonnis van bovermelde Agbare Hof gedateer 7 Desember 2000, sal die onroerende eiendom hieronder beskryf, op Donderdag, 5 April 2001, om 10:00, by die Landdroskantoor, Porterville, per openbare veiling in eksekusie verkoop word aan die hoogste bieder, sonder reserwe:

Eiendom: Restant Erf 1513, Porterville, geleë in die Munisipaliteit Bergrivier, Afdeling Piketberg, provinsie Wes-Kaap, groot 753 vierkante meter, gehou deur die Eksekusieskuldenaars kragtens Akte van Transport T62848/99.

Die eiendom is verbeter met woonhuis en buitegeboue.

Verkoopvoorwaardes:

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

2. Tien per centum (10%) van die koopprijs, tesame met die Balju en/of Afslaer se kommissie, en BTW daarop, moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopsom, plus tente op die vonnisskuld teen 16,70% per jaar vanaf datum van verkoping tot datum van registrasie van Transport, sowel as enige verdere rente wat aan 'n preferente skuldeiser verskuldig mag wees (in geval die eiendom onderworpe is aan 'n vorderingsreg wat voorkeur bo die van Eiser geniet), in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne 14 dae na datum van verkoping die Eksekusieskuldeiser voorsien met 'n bankwaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die eiendom word verkoop ooreenkomstig die Eksekusieskuldenaars se Titellakte en relevante kaart, onderhewig aan alle bestaande huurooreenkomste, indien enige, en die koper word op datum van verkoping in besit van die eiendom gestel, vanaf welke datum die risiko in en met betrekking tot die eiendom op die koper oorgaan.

Die verkoping sal voorts onderhewig wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, en die volledige verkoopvoorwaardes kan ingesien word by die kantore van die Balju vir die Landdroshof, Piketberg, en die Eksekusieskuldeiser se prokureurs, Brits en Pretorius, Langstraat 50, Piketberg.

Brits en Pretorius, Langstraat 50, Piketberg, Kaap Provinsie. [Tel. (022) 913-1144.]

Datum en verwysing: 19 Februarie 2001; Pretorius/24126.

Saak No. 24054/2000

N DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen ABSA BANK BEPERK, Eiser, en CHRISTOPHER VAN WYK, Eerste Verweerder, en JANET VAN WYK, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 15 Desember 2000, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 3 April 2001 om 10h00 voor die Landdroshof, Eerstelaan, Eastridge, Mitchells Plain, 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 30890, Mitchells Plain, in die Stad Kaapstad, afdeling Kaap, Provinsie van die Wes-Kaap, geleë te Badminton Singel 5, Beacon Valley, Mitchells Plain, groot 180 vierkante meter, gehou kragtens Transportakte T26904/1992.

Die volgende inligting word verstrek maar niks gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, diefwering, drie slaapkamers, sitkamer, kombuis, badkamer, toilet, motorafdak en vibre-crete omheining.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Mnr B J Koen, Mulberryweg 3, Strandfontein (Tel 393-3171.)

Betaalvoorwaardes: Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprijs is betaalbaar teen registrasie van transport tesame met rente op die volle koopprijs teen 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 B J Koen, Mulberryweg 3, Strandfontein (Tel. 393-3171).

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

Datum en verwysing: 13 Februarie 2001 (JF/LA/A867.)

Case No. 28224/1996

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

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and BARON JOHANNES RASS, First Defendant, HELENA HERMINA CLASSINA RASS, Second Defendant, and LORNA RASS, Third Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town and writ of execution dated 3 February 1997, the property listed hereunder, and commonly known as 70 San Antonio, Off Leeuwenhof Crescent, Table View, will be sold in execution at the premises on Thursday, 5 April 2001 at 10H00 to the highest bidder.

Erf 21032 (Portion of Erf 23081), Milnerton, situated in the City of Cape Town (Blaauwberg Administration), Cape Division, Western Cape Province, extent 170 (one hundred and seventy) square metres, held under Deed of Transfer No. T79055/95.

The following improvements are reported to be on the property, but nothing is guaranteed: A tiled roof dwelling consisting of a bedroom, kitchen (built in cupboards), bathroom and lounge.

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 20 February 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref: C Smith/N50441.)

Case No. 13303/1997

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

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and ROBERT VICTOR PITMAN, Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town and writ of execution dated 17 June 1997, the property listed hereunder, and commonly known as Section No. 5, Berkeley Square Mansions, also known as Flat No. 5, Berkeley Square Mansions, Hall Road, Sea Point, Western Cape Province, will be sold in execution at the premises on Tuesday, 3 April 2001 at 11H00 to the highest bidder.

A unit consisting of:

1. Section No. 5, as shown and more fully described on Sectional Plan No. SS160/90, in the scheme known as "Berkeley Square Mansions" in respect of the land and building or buildings situate at Sea Point West, in the City of Cape Town, Cape Division, Western Cape Province, of which section the floor area, according to the said sectional plan, is 49 (forty nine) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer No. ST18033/95.

The following improvements are reported to be on the property, but nothing is guaranteed: Brick structure with tiled roof, ground floor, bachelor flat with open plan kitchen and bathroom in security block.

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 20 February 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref: C Smith/N43449.)

Case No. 13302/1997

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

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 51/00847/06), Plaintiff, and ROBERT VICTOR PITMAN, Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town and writ of execution dated 17 June 1997, the property listed hereunder, and commonly known as Section No. 3, Berkeley Square Mansions, also known as Flat No. 3, Berkeley Square Mansions, Hall Road, Sea Point, Western Cape Province, will be sold in execution at the premises on Tuesday, 3 April 2001 at 10H00 to the highest bidder.

A unit consisting of:

(1) Section No. 3, as shown and more fully described on Sectional Plan No. SS160/90, in the scheme known as "Berkeley Square Mansions" in respect of the land and building or buildings situate at Sea Point, in the City of Cape Town, Cape Division, Western Cape Province, of which section the floor area, according to the said sectional plan, is 49 (forty nine) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer No. ST20172/95.

The following improvements are reported to be on the property, but nothing is guaranteed: Batchelor flat in a brick building with tiled roof, ground floor, with security access and bathroom and open plan kitchen.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the 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 20 February 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref: C Smith/N43486.)

Saak No. 10472/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **BAREND JACOBUS BEZUIDENHOUT**, Eiser, en **SALMON FRANCOIS GERBER**, Eerste Verweerder, en **ADÉLE GERBER**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George, en 'n lasbrief vir eksekusie gedateer 21 Desember 2000 sal die volgende eiendom verkoop word deur Van Rensburg Eiendomme en Veilings, George, aan die hoogste bieder op 30 Maart 2001 om 10H00, te die ondervermelde eiendom:

Erf: Restant van Gedeelte 30 ('n Gedeelte van Gedeelte 1) van die plaas Diep Rivier 178, geleë Afdeling van George, die Provinsie Wes-Kaap, groot 7,5108 (sewe komma vyf een nul agt) hektaar, gehou aanvanklik oorgedra kragtens Transportakte T33504/1976 met Kaart 5257/785 wat daarop betrekking het en gehou kragtens Transportakte T63660/99.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en Reëls daaronder geproklameer en van die terme van die titelakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 24% per jaar, sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank-of bougenootskap-waARBorg.

3. *Voorwaardes:* Die volle voorwaardes van die verkoping lê vir insae by die kantore van Van Rensburg Eiendomme en Veilings, 4 Sapier Sirkel, Tansui, Industriëlegebied, George 6530 en die Balju van die Hof, Wellingtonstraat 38A, George, 6530, en/of Mnr Millers Ingelyf, Beacons huis, Meadestraat 123, George.

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

Millers Ingelyf, Prokureurs vir Eisers, Beacons huis, Meadestraat 123, George. (Verw. SVW/sl/B5690/WV4362.)

Case No. 18774/99

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

In the matter between **BOE BANK LIMITED**, Judgment Creditor, and **HELEN GERALDINE SWART**, Judgment Debtor

The undermentioned property will be sold in execution on the premises at 26 Bellevliet Street, Bothasig, on Thursday, 22 March 2001 at 12H00:

Erf 7399, Milnerton, situated in the City of Cape Town, Cape Town, Western Cape Province, in extent 744 square metres, held by Deed of Transfer T76296/95 (also known as 26 Bellevliet Street, Bothasig).

Comprising a dwelling with 3 bedrooms, lounge, dining-room, bathroom, kitchen with double garage.

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 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/AB/B00223.)

Case No. 5452/00

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

**In the matter between BOE BANK LIMITED, Judgment Creditor, and WILFRED BENNITE SAAYMAN,
First Judgment Debtor, and VIVIAN JENNIFER SAAYMAN, Second Judgment Debtor**

The undermentioned property will be sold in execution at the Magistrate's Court, Bellville on Tuesday, 3 April 2001 at 09:00:

Remainder Erf 5574, Parow, situated in the City of Tygerberg, Cape Division, Western Cape Province, in extent 496 square metres, held by Deed of Transfer T14814/2000 (also known as 110 Frankfort Street, Parow), comprising a dwelling with three bedrooms, lounge, dining-room, kitchen, bathroom, toilet and garage with braai area.

The sale shall be by public auction without reserve to the highest bidder, subject to the High Courts Act and Rules.

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

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. KG Kemp/AB/B01341.)

Case No. 5933/99

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

**In the matter between BOE BANK LTD, Judgment Creditor, and SHAUN ALVIN KENSLEY,
First Judgment Debtor, and TRACY ANN BLAINE, Second Judgment Debtor**

The undermentioned property will be sold in execution at the premises at Flat 43, Blueberry Hill, off Langeberg Road, Durbanville on Tuesday, 3 April 2001 at 10:30:

A unit consisting of:

1. (a) Section 23 as shown and more fully described on Sectional Plan SS320/98 in scheme known as Blueberry Hill, in respect of the land and building or buildings situated at Durbanville, in the City of Cape Town, of which section the floor area, according to the said sectional plan, is 43 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 ST12825/98, comprising of a flat with two bedrooms, open plan 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 Bellville and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/AB/B00357.)

Case No. 670/98

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) (through its NBS DIVISION), Execution Creditor,
and MOGAMAT YUSUF HARDING, First Execution Debtor, and BUDERONASIA HARDING, Second Execution Debtor**

In execution of the judgment of the Magistrate's Court of Mitchells Plain a sale will be held at the Mitchells Plain Courthouse, on 3 April 2001 at 10:00 to the highest bidder:

Erf 5407, Mitchells Plain, measuring one hundred and eighty square metres, situated at 6 Dahlia Street, Lentegeur, Mitchells Plain, 7785.

Property description: A brick residential dwelling under a tiled roof comprising three bedrooms, lounge, kitchen, bathroom and toilet, held by Title Deed T50409/88.

1. The sale is subject to the terms and conditions of the Magistrates' Courts 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 the 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, Mitchells Plain.

Dated at Cape Town on this 11th day of February 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/Z03787.)

Case No. 3013/99

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), through its NBS Division, Execution Creditor, and KEVIN MICHAEL WHELEHAN, Execution Debtor

In execution of the judgment of the Magistrate's Court of Simonstown, a sale will be held at the site of premises being 23 Hilton Road, Clovelly, Fish Hoek, on 4 April 2001 at 09:00, to the highest bidder:

Erf 89059, Clovelly (Remainder), measuring 497 (four hundred and ninety-seven) square metres, situated at 23 Hilton Road, Clovelly, Fish Hoek, 7945.

Property description: A double-storey brick residential home consisting of lounge, kitchen, three bedrooms, one and a half bathrooms, two toilets, family room, games room and double garage, held by Title Deed T73452/91.

1. The sale is subject to the terms and conditions of the Magistrates' Courts 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. $\frac{1}{10}$ (one-tenth) 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 14 (fourteen) days after date of sale by a bank or building society guarantee, and subject to the further conditions which may be read at the time of the sale and which may be inspected at the offices of the Sheriff of the Court, Simonstown.

Dated at Cape Town on this 11th day of February 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/Z05281.)

Case No. 2707/2000

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

In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), through its NBS Division, Execution Creditor, and MICHAEL JOSEPH ALEXANDER ANDREWS, First Execution Debtor, and LORETTA ANDREWS, Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Mitchells Plain, a sale will be held at the Mitchells Plain Court House, on 3 April 2001 at 10:00, to the highest bidder:

Erf 14134, Mitchells Plain, measuring 183 (one hundred and eighty-three) square metres, situated at 4 Warhawk Close, Rocklands, Mitchells Plain, 7785.

Property description: A brick residential dwelling consisting of three bedrooms, bathroom, toilet, lounge, kitchen, semi-detached carport and tiled roof, held by Title Deed T5513/96.

1. The sale is subject to the terms and conditions of the Magistrates' Courts, 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. $\frac{1}{10}$ (one-tenth) 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 14 (fourteen) 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, Mitchells Plain.

Dated at Cape Town on 11 February 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/Z05515.)

Case No. 657/2000

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

In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), through its NBS Division, Execution Creditor, and ANTHONY RONALD CLOETE, First Execution Debtor, and JENNIFER CLOETE, Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Cape Town, a sale will be held at the site being 54A Avros Avenue, Kensington, on 2 April 2001 at 10:00, to the highest bidder:

Erf 115027, Portion of Erf 22619, Cape Town, at Maitland, situated in the City of Cape Town, Cape Division, Western Cape Province, measuring 508 (five hundred and eight square metres), situated at 54A Avro Avenue, Kensington, 7405.

Property description: A brick and mortar residential dwelling under an asbestos roof comprising three bedrooms, lounge, kitchen, dining-room, TV room, study, bathroom, toilet and a garage, held by Title Deed T32178/86.

1. The sale is subject to the terms and conditions of the Magistrates' Courts 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. $\frac{1}{10}$ (one-tenth) 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 14 (fourteen) 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, Cape Town.

Dated at Cape Town on the 11th day of February 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/Z05441.)

Case No. 6327/2000

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

In the matter between CAPE OF GOOD HOPE BANK LTD, Judgment Creditor, and NEW DEAL INVESTMENT CC, Judgment Debtor

In the execution of the Judgment of the Magistrate's Court, Goodwood, in the above matter, a sale will be held on Thursday, 5 April 2001 at 10:00, and at the property of the following immovable property:

Remainder Erf 9071, Goodwood, in the City of Tygerberg, Cape Division, Western Cape Province, in extent 3 256 square metres, held by Deed of Transfer T70809/1999, situated at 247 Halt Road, Elsies River, Cape.

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 stand 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 and the conditions of sale. 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. $\frac{1}{10}$ (one-tenth) of the purchase price shall be paid in cash or by means of a bank-marked 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 14 (fourteen) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but no representations or warranties as to the correctness thereof are given in respect thereof.

A business complex with brick walls under corrugated iron roof consisting of four stores and three toilets; and subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Goodwood, and at the offices of the undermentioned auctioneers:

Auction Alliance Auctioneers of 140 Loop Street, Cape Town.

Herold Gie & Broadhead, Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town.
(Ref. A. C. Broodryk.)

Case No. 2322/2000

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

In the matter between BOE BANK LIMITED, Judgment Creditor, and KULSUM ABRAHAMS, Judgment Debtor

The undermentioned property will be sold in execution at the Magistrate's Court, Bellville, on Tuesday, 3 April 2001 at 09:00:

Erf 17255, Bellville, situated in the City of Cape Town, Cape Division, Western Cape Province, in extent 506 square metres, held at Deed of Transfer T5248/96 (also known as 26 Acanthus Circle, Belhar), comprising of dwelling with three bedrooms, lounge, kitchen, bathroom and toilet with garage.

The sale shall be by public auction without reserve to the highest bidder, subject to the High Court Rules.

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

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/AB/B00859.)

Case No. 24567/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DAVID ARTHUR VIGELAND, First Defendant, and BERTHA ANNE VIGELAND, Second Defendant

In pursuance to a judgment in the above Court and a warrant of execution dated 21 November 2000, the following property will be sold in execution on Tuesday, 3 April 2001 at 12:00, to the highest bidder at the site of the property:

Erf 36470, Cape Town at Athlone, in extent 508 (five hundred and eight) square metres, held by Deed of Transfer T14494/1992, situated at 25 College Road, Athlone.

Description: Double-storey dwelling comprising of five bedrooms, lounge, kitchen, bathroom/toilet, maids' quarters and garage.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the Rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

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

Dated at Fish Hoek this 25th day of January 2001.

S. R. Boyes, for Buchanan Boyes, Plaintiff's Attorney, First Floor, 26 First Avenue, Fish Hoek. (Ref. SRB/lc/V47780/16V.)

Case No. 7854/98

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and STELLENBOSCH BUILDING SUPPLIES (PTY) LTD, First Defendant, SHARKEY RICHARDS, Second Defendant, and ISMAIL OSMAN, Third Defendant

In pursuance to a judgment in the above Court and a warrant of execution dated 14 September 1998, the following property will be sold in execution on Tuesday, 3 April 2001 at 11:00, to the highest bidder at the site of the property:

Erf 110713, Cape Town at Athlone, in extent 88 (eighty-eight) square metres, held by Deed of Transfer T71546/1998, situated at Gatesville Shopping Centre, Klipfontein Road, Athlone, trading as "Donz Pizzeria".

Description: One business zoned premises currently operating as a Pizza outlet.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the Rules made thereunder and of the title deeds of the property and the property shall subject to the foregoing, be sold to the highest bidder.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

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

Dated at Fish Hoek this 24th day of January 2001.

S. R. Boyes, for Buchanan Boyes, Plaintiff's Attorneys, First Floor, 26 First Avenue, Fish Hoek. (Ref. SRB/lc/V46969/30S.)

Case No. 22910/98

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

In the matter between ABSA BANK LIMITED, Plaintiff, and LEON SOLLONS, Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town and writ of execution dated 16 February 2000, the following property will be sold in execution on 26 March 2001 at 10:00, at the Magistrate's Court, Cape Town:

Certain Erf 112165, Cape Town, at Maitland, in the City of Cape Town, Cape Division, in the Province of the Western Cape, measuring 495 square metres, held by Deed of Transfer T5671/1990, consisting of brick and mortar dwelling divided in small rooms and toilet.

Street address: 128 Ninth Street, Kensington.

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

2. *Payment:* A deposit of 10 (ten) per cent of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale.

The balance (plus interest at the current rate of 14,5 per centum 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, Cape Town (Maitland).

Dated at Cape Town on this 18th day of January 2001.

Jan S. de Villiers, Attorneys for Plaintiff, 16th Floor, 1 Thibault Square, Cape Town. (Ref. lvt/l4497.)

Case No. 2789/99

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

In the matter between ABSA BANK LIMITED, Judgment Creditor, and MOGAMAT SADIEK SLARMIE, First Judgment Debtor, and HAJIRAH SLARMIE, Second Judgment Debtor

The following property will be sold in execution on site on Wednesday, 4 April 2001 at 11:30, to the highest bidder:

Erf 2694, Ocean View, situated in the South Peninsula Municipality, Division Cape, Province of the Western Cape, in extent 240 square metres, held by Deed of Transfer T62449/1993, also known as 26 Keating Way, Ocean View, Fish Hoek, Western Cape.

1. The following improvements are reported but not guaranteed: A single-dwelling—brick walls, asbestos roof, partly fenced, four bedrooms, built-in-cupboards, tiles, floor is covered with carpets, separate kitchen, lounge, dining-room, bathroom and toilet.

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 18.25% 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 & Conveyancer's (Attorneys for Judgment Creditor), corner of Old Klipfontein and Belgravia Roads, Athlone. (Tel. 637-1262.) (Ref. Coll/ns18/60929/99.)

Case No. 2575/98

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

In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Execution Creditor (Registration No. 51/00847/06) (through its NBS Division), and EDWARD HENRY LONDT, First Execution Debtor, and Mrs MARCEL PATRICIA LONDT, Second Execution Debtor

In execution of the Judgment of the Magistrate's Court of Simon's Town, a sale will be held at the site being 9 Dartmouth Road, Muizenberg, on 4 April 2001 at 14h30 PM, to the highest bidder:

Erf 87517, Muizenberg, measuring nine hundred and eighty-four square metres, situated at 9 Dartmouth Road, Muizenberg, 7945.

Property description: A brick Residential dwelling under an asbestos roof comprising of 3 bedrooms, 2 bathrooms, 2 toilets, lounge, dining room, family room, kitchen, wooden floors, swimming pool and garage, held by Title Deed T95712/96.

1. The sale is subject to the terms and conditions of the Magistrates' 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, Simon's Town.

Dated at Cape Town on this 2nd day of February 2001.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref. COL/BBS/Z04354.)

Case No. 17401/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and TERRANCE JOHN DAVIDS, First Defendant, and KAREN DAVIDS, Second Defendant

In pursuance to a Judgment in the above Court and a Warrant of Execution dated 6 December 2000, the following property will be sold in execution on Monday, 2 April 2001 at 09h00, to the highest bidder on the steps of the above-named Magistrate's Court:

Erf 4026, Matroosfontein, in extent 122 (one hundred and twenty-two) square metres, held by Deed of Transfer No. T36518/2000, situated at 80 Jessica Street, Valhalla Park.

Description: Single dwelling of brick walls under tiled roof comprising of 2 bedrooms, lounge, kitchen and bathroom/toilet.

Conditions of sale:

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

2. *Payment:* Ten per centum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

3. *Conditions:* The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Magistrate's Court.

Dated at Fish Hoek on this 26th day of January 2001.

S. R. Boyes, for Buchanan Boyes, Plaintiff's Attorney, 1st Floor, 26-1st Avenue, Fish Hoek. (Ref. SRB/lc/V47845/43D.)

Case No. 4190/00

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06) (through its NBS Division), and TIMOTHY MELVINE HENDRICKS, First Execution Debtor, and WENDY JOSIANE HENDRICKS, Second Execution Debtor

In execution of the Judgment of the High Court a sale will be held at the Mitchells Plain Court House, on 3 April 2001 at 10h00 AM, to the highest bidder:

Erf 8663, Mitchells Plain, measuring one hundred and thirty square metres, situated at 16 Pansy Road, Lentegeur, Mitchells Plain.

Property description: A residential dwelling under a tiled roof comprising of 3 bedrooms, lounge, kitchen, bathroom and toilet, held by Title Deed T27376/1986.

1. The sale is subject to the terms and conditions hereunder and the property being sold is sold voetstoots and as it stands and subject to the conditions of the existing Title Deed. The highest bidder shall be the purchaser.

2. One-tenth ($\frac{1}{10}$) 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 High Court.

Dated at Cape Town on this 5th day of February 2001.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref. COL/BBS/Z05659.)

Case No. 24424/2000

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

In the matter between FIRSTRAND BANK LIMITED formerly t/a FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, No. 05/01225/06, Plaintiff, and NAZEER AHMED GAFFOOR, Defendant

In the above matter a sale will be held on Wednesday, 28 March 2001 at 2.30 pm at the site being Flat No. 8 Long Beach Resort, Buller Louw Drive, Noordhoek:

1. A unit consisting of:

(a) Section No. 8, as shown and more fully described on Sectional Plan No. SS454/1996, in the scheme known as Longbeach Village in respect of the land and building or buildings situate at Noordhoek in the South Peninsula Municipality, of which section the floor area, according to the said Sectional Plan, is 56 (fifty six) square metres in extent; and

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

Held by Defendant Deed of Transfer No. ST14973/1997.

Conditions of sale:

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

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

3. The following improvements are on the property (although nothing in this respect is guaranteed): A flat of brick walls under an asbestos roof comprising of 2 bedrooms, build in cupboards, lounge, open plan kitchen, bathroom & toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Bellville, and at the offices of the undersigned.

Dated at Grassy Park this 31st day of January 2001.

E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Tel. 706-2873/4/5.) (Ref. E. W. Domingo/fm.) C/o Marais Muller, 5 Boston Street, Bellville.

Saak No. 23601/00

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLEIN GEHOU TE MITCHELLS PLEIN

**In die saak tussen ABSA BANK BEPERK, Eiser, en ROBERT JAMES ADAMS, en
DOROTHY ANN EILEEN ADAMS, Verweerders**

Ten uitvoerlegging van die vonnis van die Landdroshof Mitchells Plein gedateer 28 November 2000, sal die onroerende eiendom hieronder beskryf op Dinsdag, die 3de dag van April 2001 om 10h00 by die Landdroshof te Mitchells' Plein, te publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis met asbestosdak bestaande uit 3 slaapkamers, sitkamer, kombuis, badkamer, toilet, ook bekend as Bonteboksingel No. 21, Eastridge, Mitchell's Plein, Erf 22283, Mitchells Plein, geleë in die stad Kaapstad, afdeling Kaap Provinsie, Provinsie Wes-Kaap, groot 156 (eenhonderd ses-en-vyftig) vierkante meter, gehou kragtens Transportakte Nr. T46334/1994.

Verkoopsvoorwaardes:

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

2. Een tiende ($\frac{1}{10}$) van die koopprys 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, Mitchells Plein Suid.

Afslaer: Die Balju, Landdroshof, Mitchells Plein Suid.

Gedateer te Goodwood hierdie 12de dag van Februarie 2001.

P F Vos, vir Visagie Vos & Vennote, Prokureur vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9221.] (Verw. PFV/N Prins/AB.493.)

Case No. 21679/2000

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

In the matter between ABSA BANK LIMITED, formerly t/a UNITED BANK, Plaintiff (Execution Creditor), and TREVOR JOHANN WILSON, First Defendant (First Execution Debtor), and CAROL MAGDALENE WILSON, Second Defendant (Second Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Cape Town and a writ of execution dated July 2000, a sale in execution will take place on Wednesday, the 28th day of March 2001 at 10h30 at the Magistrate's Court, Cape Town, of:

Certain Erf 129179, Cape Town at Maitland, in the City of Cape Town, Cape Division, Western Cape Province situate at 191 Sunderland Street, Facreton, Maitland, Cape, measuring 264 (two hundred and sixty four) square metres, held by the Execution Debtor under Deed of Transfer Number T74670/93.

The property is a semi-detached dwelling under asbestos roof comprising approximately two bedrooms, lounge, kitchen, bathroom and toilet.

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

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

2. Ten per cent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance thereof together with interest at the rate of twenty per cent (20%) per annum calculated on the amount of the Plaintiffs claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Cape Town who shall be the auctioneer.

Dated at Cape Town this 14th day of February 2001.

T A Goldschmidt, for MacCallums Inc., Execution Creditor's Attorneys, 2nd Floor, 35 Wale Street, Cape Town, 8001. (Ref. TAG/KD/V64703.)

Case No. 1062/2001

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

In the matter between FIRSTRAND BANK LTD, formerly FIRST NATIONAL BANK OF S.A. LTD, Plaintiff, and ADAM JOHN RUITERS, First Defendant, and CAROL MARY RUITERS, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 8 February 2001, the undermentioned property will be sold in execution at the Goodwood Magistrate's Court on Thursday, 29 March 2001 at 09:00:

Erf 13945, Goodwood, situated in the City of Tygerberg, Cape Division, Province Western Cape, measuring 498 (four hundred and ninety eight) square metres, held by Deed of Transfer T21252/92 and comprising of a house with brick walls under corrugated roof, consisting of lounge, diningroom, kitchen, 3 bedrooms, bathroom, toilet, garage and swimming pool, and known as 25 Astra Avenue, Riverton, Goodwood.

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 on this 19th day of February 2001.

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

Case No. 13365/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and EBRAHIM ARENDSE, 1st Defendant, and FAIROOZ ARENDSE, 2nd Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain and writ of execution dated 22 June 2000, the following property will be sold in execution on 27 March 2001 at 10:00, at the Magistrate's Court, Mitchells Plain:

Certain Erf No. 26289, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in the Province of the Western Cape, measuring 148 square metres, held by Deed of Transfer No. T48071/96, consisting of asbestos roof, in close yard, kitchen, lounge, three bedrooms, bathroom and toilet.

Street address: 61 Lobelia Street, Lenteguur, 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 insofar as these are applicable.

2. *Payment:* A deposit of 10 (ten) per cent of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale.

The balance (plus interest at the current rate of 14,5 per cent 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 (North).

Dated at Cape Town on this 6th day of February 2001.

Jan S. de Villiers, Attorneys for Plaintiff, 16th Floor, 1 Thibault Square, Cape Town. (Ref. LVT/J8642.)

Saak No. 31474/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WYNBERG GEHOU TE WYNBERG

In die saak tussen FBC FIDELITY BANK BEPERK, Eiser, en GAMAT SAYED MOHAMED, Verweerder

Ter uitvoering van 'n vonnis verkry in die Landdroshof Wynberg gedateer 4 Desember 2000 en 'n lasbrief vir eksekusie sal die hiernabeskrewe vaste eiendom op Donderdag, 5 April 2001 om 10:00, by die Landdroshof Wynberg per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserve:

Erf 146775, Gedeelte van Erf 34832, Kaapstad, te Wynberg, in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 496 vierkante meter.

Liggingsadres: 7de Laan No. 70, Belgravia Estate, Athlone.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshoue en Reëls asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprijs tesame met rente daarop teen 24,2% p.j. of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van die verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping vir vonnisskuldeiser voorsien van 'n bank- of bouverenigingswaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

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 Wynberg en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbeteringe is die volgende: Sink huis, sinkdak, 2 slaapkamers, kombuis, sitkamer en toilet.

Gedateer te Durbanville op hierdie 6de dag van Februarie 2001.

A. D. Kruger, vir Smit Kruger Ingelyf, Wellingtonweg 32, Posbus 33, Durbanville, 7550. (Verw. ADK/CC/B01816.)

Case No. 3435/1999

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

**In the matter between SOUTH PENINSULA MUNICIPALITY, Judgment Creditor, and
BRENDEN JOHN POLEMAN, Judgment Debtor**

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 29 December 1999, the property listed hereunder, and commonly known as Erf 9003, Grassy Park aka 4 Paddock Road, Grassy Park, will be sold in execution in front of the Court House on Wednesday, 4 April 2001 at 10:00, to the highest bidder:

Erf 9003, Grassy Park, situated in the City of Cape Town (South Peninsula Administration), Cape Division, Western Cape Province, in extent 319 (three hundred and nineteen) square metres, held under Deed of Transfer No. T44727/1992.

The following improvements are reported to be on the property, but nothing is guaranteed: A single dwelling with 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 offices of the Sheriff of the Magistrate's Court, Wynberg South, 7-9 Electric Road, Wynberg.

Dated at Cape Town on this 5th day of February 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/221802.)

Case No. 26445/1999

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

**In the matter between SOUTH PENINSULA MUNICIPALITY, Judgment Creditor, and
WILLEM JANSEN, Judgment Debtor**

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 26 October 1999, the property listed hereunder, and commonly known as Erf 8325, Grassy Park aka No. 52 Daniels Avenue, Grassy Park, will be sold in execution in front of the Court House on 4 April 2001 at 10:00, to the highest bidder:

Erf 8325, Grassy Park, situated in the City of Cape Town (South Peninsula Administration), Cape Division, Western Cape Province, extent 180 (one hundred and eighty) square metres, held under Deed of Transfer No. T68922/1989.

The following improvements are reported to be on the property, but nothing is guaranteed: A maisonette with brick walls under asbestos roof, comprising of 2 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 South, 7-9 Electric Road, Wynberg.

Dated at Cape Town on this 5th day of February 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/222360.)

Case No. 6407/00

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between STANDARD BANK LIMITED, Execution Creditor, and
MAVIS VAN DEN HEEVER, Execution Debtor**

In execution of the Judgment of the High Court a sale will be held at the Bellville Magistrate's Court House, on 3 April 2001 at 09:00, to the highest bidder:

Units 16 and 13, Mooiverwacht, measuring: Unit 16—seventy seven square metres; Unit 13—seventeen square metres, situated at: Unit 16 and Unit 13, Mooiverwacht, Old Oak Road, Bellville.

Property description: A semi-detached house under a tiled roof comprising kitchen, lounge, 2 bedrooms, bathroom, toilet and single garage, held by Title Deed ST20397/95.

1. The sale is subject to the terms and conditions hereunder and the property being sold is sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser.

2. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the High Court.

Dated at Cape Town on this 8th day of February 2001.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; P.O. Box 1661, Cape Town, 8000. (Tel. 418-2020.)
(Ref. COL/W67916.)

Case No. 28439/2000

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

**In the matter between SOUTH PENINSULA MUNICIPALITY, Judgment Creditor, and
ERNEST CECIL HENDRICKS, Judgment Debtor**

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 13 November 2000, the property listed hereunder, and commonly known as Erf 8638, Grassy Park aka No. 6 Sable Avenue, Lotus River, will be sold in execution in front of the Court House on Wednesday, 4 April 2001 at 10:00, to the highest bidder:

Erf 8638, Grassy Park, situated in the City of Cape Town (South Peninsula Municipality Administration), Cape Division, Province of the Western Cape, extent 433 (four hundred and thirty three) square metres, held under Deed of Transfer No. T15749/1996.

The following improvements are reported to be on the property, but nothing is guaranteed: A single dwelling built with bricks under asbestos roof, consisting 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, 7-9 Electric Road, Wynberg, 7800.

Dated at Cape Town on this 6th day of February 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/218225.)

Case No. 35943/00

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

In the matter between ABSA BANK LIMITED, ATHLONE, Plaintiff, and WILLEM GERHARD DAMONS, First Defendant, and JEANETTE DAMONS, Second Defendant

The following property will be sold in execution at the Wynberg Court House on 5 April 2001 at 10:00, to the highest bidder:

Erf 100589, Cape Town at Heideveld, measuring three hundred and nineteen square metres, situated at 12 Cathkin Avenue, Heideveld, Athlone, 7799, held by Title Deed T15162/99.

Property description: A single brick residential dwelling under a tiled roof consisting of 3 bedrooms, kitchen, lounge, toilet, bathroom and single garage.

1. The following improvements are reported but not guaranteed.

2. *Payment:* A deposit of ten per centum of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 14.5% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.

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

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

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; P.O. Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref. COL/BBS/Z05913.)

Case No. 36867/00

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

In the matter between ABSA BANK LIMITED, MAIN CLAREMONT, Plaintiff, and JOHN HARRIS, First Defendant, and URSULA DAWN HARRIS, Second Defendant

The following property will be sold in execution at the Wynberg Court House on 4 April 2001 at 10:00, to the highest bidder:

Erf 8194, Grassy Park, measuring eighty three square metres, situated at 18 Lotus Place, Grassy Park, 7800, held by Title Deed T44189/91.

Property description: A brick walled maisonette under an asbestos roof comprising of 2 bedrooms, kitchen, lounge, bathroom and toilet.

1. The following improvements are reported but not guaranteed.

2. *Payment:* A deposit of ten per centum of the purchase price must be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 14.50% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.

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

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

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; P.O. Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref. COL/BBS/Z05707.)

Case No. 2853/2000

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

In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06) (through its NBS Division), Execution Creditor, and NAVARONE JOHN JACOBS, First Execution Debtor, and CHARLENE VENUS JACOBS, Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Mitchells Plain a sale will be held at Mitchells Plain Court House on 3 April 2001 at 10H00 am, to the highest bidder:

Erf 11462, Mitchells Plain, measuring one hundred and ninety square metres, situate at 23 Boeing Street, Rocklands, Mitchells Plain.

Property description: A residential dwelling under a tiled roof, comprising of 3 bedrooms, lounge, kitchen, bathroom, toilet, held by Title Deed: T38234/90.

1. The sale is subject to the terms and conditions of the Magistrates' Courts 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, Mitchells Plain.

Dated at Cape Town on this 7th day of February 2001.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; P.O. Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Reference: COL/BBS/Z05519.)

Case No. 35512/98

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

In the matter between: ABSA BANK LIMITED, THIBAUT, Plaintiff, and RICHARD BERNARD THOMAS, First Defendant, and PRISCILLA ETHEL THOMAS, Second Defendant

The following property will be sold in execution at Wynberg Magistrate's Court House on the 5 April 2001 at 10H00 am, to the highest bidder:

Erf 30218, Cape Town at Mowbray, measuring seven hundred and sixty-eight square metres, situate at 50 Albermarle Street, Hazendal, Athlone, 7700, held by Title Deed: T54834/88.

Property description: A single dwelling of brick walls, consisting of 4 bedrooms, kitchen, lounge, bathroom/toilet, detach, consisting of 2 bedrooms, kitchen, shower/toilet, garage.

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 23,0% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; P.O. Box 1661, Cape Town, 8000. (Tel. No. 418-2020.) (Reference: COL/BBS/Z04477.)

Case No. 1781/2000

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

In the matter between FIRSTRAND BANK LTD, formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LTD, Plaintiff, and JOSEPH FREDERICK JOOSTE, 1st Defendant, and MARGARET JOOSTE, 2nd Defendant

The following property will be sold in execution by public auction held at Stellenbosch Magistrate's Court, to the highest bidder on Tuesday, 27 March 2001 at 11:30 am.

Erf 9072, Stellenbosch, in extent 278 (two hundred and seventy-eight) square metres, held by Deed of Transfer No. T34021/1988, situate at 49 Chippendale Street, Cloeteville, Stellenbosch.

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, Stellenbosch's address.

2. The following information is furnished but not guaranteed: Zink roof, comprising of 3 bedrooms, lounge, kitchen, bathroom & toilet.

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

Dated at Cape Town on this 5th day of February 2001.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. Mrs D. Jardine/CT0930.)

Saak No. 242/99

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

**In die saak tussen: SMITH TABATA-BARNES & ROSS INC, Eksekusieskuldeiser, en
MFUNDISI P, Eksekusieskuldenaar**

Ingevolge 'n vonnis van die Landdroshof te Hermanus en 'n lasbrief vir eksekusie gedateer Desember 2000 sal die volgende eiendom aan die hoogste bieder verkoop word op 6 April 2001 om 09H00 te Erf 769, Zwelihle.

Straatadres: Erf 769, Nuwe Uitbreiding Zwelihle, Hermanus.

Gedateer te Hermanus op die 15de dag van Februarie 2001.

J. P. van Rooyen, vir Guthrie & Theron, Eiser se Prokureurs, Hoofweg 77, Hermanus, 7200. (Docex 5, Hermanus.) [Tel. (028) 312-3626.] (Verw. JVR/LM.) (Lêernr: RS5232.)

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.

Aan: Die Balju van die Hof.—Landdroshof, Hermanus, 7200.

Guthrie & Theron, Prokureurs vir Eiser, Hoofweg 77, Hermanus, 7200.

Saak No. 3259/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

**In die saak tussen: STANFORD MUNISIPALITEIT, Eiser, en N NGAKUMBI, 1ste Verweerder, en
L YAWA, 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 4 April 2001 om 10h00, te die kantore van die Stanford Munisipaliteit, Queen Victoriastraat 17, Stanford.

Erf 1410, Stanford, in die Overstrand Munisipaliteit, afdeling Caledon, provinsie Wes-Kaap, groot 180 vierkante meter, geleë te Melkhoutstraat 1410, Stanford, 7210, gehou kragtens Transportakte Nr. T112643/1998.

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.

Aan: Die Balju van die Hof.—Landdroshof, Hermanus, 7200

Hannes Pretorius Prokureurs, Prokureurs vir Eiser, 1ste Vloer, Fashion Square, Hoofweg 137, Hermanus, 7200.

Saak No. 3223/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

In die saak tussen: **STANFORD MUNISIPALITEIT, Eiser, en F LAHLANI, 1ste Verweerder, en
N LAHLANI, 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 4 April 2001 om 10h00, te die kantore van die Stanford Munisipaliteit, Queen Victoriastraat 17, Stanford.

Erf 1594, Stanford, in the Overstrand Munisipaliteit, afdeling Caledon, provinsie Wes-Kaap, groot 185 vierkante meter, geleë te Blombosstraat 1594, Stanford, 7210, gehou kragtens Transportakte Nr. T42550/1999.

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.

Aan: Die Balju van die Hof.—Landdroshof, Hermanus, 7200.

Hannes Pretorius Prokureurs, Prokureurs vir Eiser, 1ste Vloer, Fashion Square, Hoofweg 137, Hermanus, 7200.

Case No. 36784/99

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

In the matter between: **ABSA BANK LIMITED, THIBAUT, Plaintiff, and MOEGAMET CASSIEM, First Defendant,
and NALDIEMA CASSIEM, Second Defendant**

The following property will be sold in execution at Wynberg Court House on the 5 April 2001 at 10H00 am, to the highest bidder:

Erf 122683, Athlone, measuring three hundred and four square metres square metres, situate at 2 Heron Court, Bridgetown, Athlone, 7700, held by Title Deed T94556/93.

Property description: A single residential dwelling, consisting of 2 bedrooms, kitchen, lounge, bathroom, toilet.

1. The following improvements are reported by not guaranteed:

2. *Payment:* A deposit of ten per centum of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 15,50% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; P.O. Box 1661, Cape Town, 8000. (Tel. No. 418-2020.) (Reference: COL/BBS/Z05228.)

Case No. 8488/00

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 MICHAEL JOHN ENGEL, Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and Writ of Execution dated 19th April 2000, the property listed hereunder, and commonly known as Erf 38708 aka 30 Pieter Wenning, New Woodlands, Mitchells Plain, will be sold in execution at the Courthouse on Tuesday, 3rd April 2001 at 10h00, to the highest bidder:

Erf 38708, Cape, extent 171 square metres, held under Deed of Transfer No. T3698/98.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling built of brick walls under asbestos roof consisting of 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 (North).

Dated at Cape Town on 8 February 2001.

Clife Dekker Fuller Moore Inc., Attorneys for Judgment Creditor, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. Mrs Wentzel/225230.)

Case No. 463/99

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MELCHIOR ALBERS HENN, First Defendant, and ELIZABETH HELENA HENN, Second Defendant

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held at 2 Demper Street, Onrusrivier, at 12 noon on the 6th day of April 2001 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 11B Arum Street, Harmanus.

Erf 3285, Onrusrivier, in the Overstrand Municipality, Division Caledon, Western Cape Province, in extent 475 square metres and situated at 2 Demper Street, Onrusrivier.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 150 square metre main dwelling consisting of a living room, kitchen, 2 bedrooms, bathroom, bathroom with water closet and shower and a 63 square metre outbuilding consisting of 2 garages, servant's quarters and a water closet with shower.

Terms:

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

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

Dated at Cape Town this 13 February 2001.

William Inglis, Plaintiff's Attorneys, 2nd Floor 101 St. George's Mall, Cape Town, 8001; P O Box 67, Cape Town, 8000. Docex 230, Cape Town. [Tel: (021) 423-0554.] [Fax: (021) 423-0510.] (Ref: W D Inglis/cs/S3355/7086.)

Saak No. 4653/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen ABSA BANK BEPERK, Eiser, en ERNEST FRANCISCO ANTHONY, 1ste Verweerder, en MARIA MAGDALENA ANTHONY, 2de Verweerder

Ter uitvoering van die Vonnis van die landdroshof te Mossebaai sal die volgende onroerende eiendom hieronder beskryf op Dinsdag 27 Maart 2001 om 11h00 by Snoekstraat 37, Mosselbaai, Mosselbaai per publieke veiling in eksekusie verkoop word, naamlik:

Erf 11089, Mosselbaai, in die Munisipaliteit en Afdeling van Mosselbaai, groot 500 (vyfhonderd) vierkante meter.

Verbeter.

Verkoopsvoorwaardes:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalings van die Wet op Landdroshowe Nr 32 van 1944 soos gewysig, en die voorwaardes van die Titelakte waaronder dit gehou word.

2. Een-tiende van die koopprys moet in kontant of deur middel van 'n Bank gewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag en moet verseker word deur die lewering van 'n Bank- of Bouverenigingwaarborg binne (14) veertien dae na die veiligingsdatum.

3. Die Koper is aanspreeklik vir betaling van alle transportkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste.

4. Die verkoping geskied volgens die verdere voorwaardes wat ter insae lê by die kantoor van die Balju, Mosselbaai.

Mnre Erasmus & Moolman, Prokureurs vir Vonnisskuldeiser, Posbus 1580, Hoogstraat 118, Mosselbaai, 6500.

Case No. 5447/2000

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

In the matter between: HOMLYN FINANCE COMPANY (PTY) LTD, Plaintiff, and JACOBUS JOHANNES TRUTER, 1st Defendant, and ELIZABETH TRUTER, 2nd Defendant

The following property will be sold in execution by public auction held at 14 11th Street, Strand, to the highest bidder on 28 March 2001 at 10H00:

Certain Erf 12357, Portion of Erf 4556, Strand, situated in the Strand Municipality, Division Stellenbosch, Province Western Cape, in extent 358 (three hundred and fifty eight) square metres, held by Deed of Transfer T35035/1988, situated at 14 11th Street, Strand.

Conditions of sale:

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

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 27,5% per annum, or prevailing rate applicable calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee with fourteen (14) days of the date of sale.

Dated at Cape Town on this 30th day of January 2001.

R I Kassel, for Kassel Sklaar Cohen & Co., Plaintiff's Attorneys, ABSA Centre, Suite 1907, 19th Floor, 2 Riebeeck Street, Cape Town. (Tel. 419-7494.) (Ref. Mr Kassel.)

Case No. 6378/2000

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

In the matter between ABSA BANK LIMITED, Judgment Creditor, and The Trustees nomino officio of the MG PEPLER FAMILY TRUST, 1st Judgment Debtor, and MATTHEUS GERHARDUS PEPLER, 2nd Judgment Debtor, and ELMARI PEPLER, 3rd Judgment Debtor

In pursuance of judgment granted on the 9th October 2000, in the Paarl Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on the 29th March 2001 at 10h00, at 21 Akademie Street, Franschhoek, to the highest bidder:

Description: Erf 652, Franschhoek.

In extent: Nine hundred and sixteen (916) square metres.

Postal address: 21 Akademie Street, Franschhoek.

Held by the First Defendant in its name under Deed of Transfer T82833/1995.

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

2. The following information is furnished but not guaranteed: Entrance hall, lounge, dining-room, study, family room, kitchen, 2 bathrooms, separate toilet, 4 bedrooms, scullery, 2 garages, 2 carports, bathroom with shower and toilet.

3. *Payment:* The per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 14,55% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Athlone this 12th day of February 2001.

Hofmeyr Herbststein & Gihwala Inc., Plaintiff's Attorneys, 2nd Floor, Kismet Plaza, Old Klipfontein Road, Athlone, 7764. [Telephone No. (021) 696-6319.] P.O. Box 21, Athlone, 7760.

Case No. 7204/99

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
DEWPROP 13 CC, 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 727 Manhattan Place, Days Inn, cnr Buitengracht and Dorp Streets, Cape Town, at 11:00 on the 3rd day of April 2001, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, Mandatum House, Barrack Street, Cape Town.

a. Section No. 62, as shown and more fully described on Sectional Plan SS442/98, in the scheme known as Manhattan Place in respect of the land and building or buildings situated at Cape Town, in the City of Cape Town in which the floor area, according to the said sectional plan, is 49 (forty nine) square metres in extent; and

b. an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan and situated at 727 Manhattan Place, Days Inn, Cnr Buitengracht and Dorp Streets, Cape Town.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 49 square metre bachelor flat consisting of an entrance hall, bedroom and a bathroom with water closet.

Terms:

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

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

Dated at Cape Town on this 26th day of February 2001.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St. George's Mall, Cape Town, 8001; P.O. Box 67, Cape Town, 8000, Docex 230, Cape Town. [Tel. (021) 423-0554.] [Fax (021) 423-0510. (Ref. W D Inglis/cs/S3662/7492.)]

**Case No. 14865/98
PH 255**

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MONTRU CC, Defendant

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held at 824 Manhattan Place, Days Inn, Cnr Buitengracht & Dorp Streets, Cape Town, at 12 noon on the 3rd day of April 2001, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, Mandatum House, Barrack Street, Cape Town:

a. Section No. 104, as shown and more fully described on Sectional Plan No. SS42/98, in the scheme known as Manhattan Place in respect of the land and building or buildings situate at Cape Town, in the City of Cape Town in which the floor area, according to the said sectional plan, is 33 (thirty three) square metres in extent; and

b. an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, and situate at 824 Manhattan Place, Days Inn, Cnr Buitengracht & Dorp Streets, Cape Town.

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

A 33 square metres batchelor flat consisting of an entrance hall, bedroom and bathroom with water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.
2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand) and thereafter 3% (three per centum) up to maximum fee of R7 000,00 (seven thousand rand), minimum charges R300,00 (three hundred rands).

Dated at Cape Town this 26 February 2001.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St George's Mall, Cape Town, 8001; P O Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax (021) 423-0510.] (Ref. W D Inglis/cs/S3212/6912.)

**Case No. 326/2000
PH 255**

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and THE TRUSTEES FOR THE TIME BEING OF THE TISAKER FAMILY TRUST, Defendant

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held at 20 White Waters Close, Bloubergstrand, at 10 am on the 29th day of March 2001, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, Mandatum House, Barrack Street, Cape Town:

Erf.882, Blaauwbergstrand, in the City of Cape Town, Cape Division, Western Cape Province, in extent 344 square metres, and situate at 20 White Waters Close, Bloubergstrand.

The following information is furnished re the improvements though in this respect nothing is guaranteed:

A 328 square metre main dwelling consisting of a living room, lounge, kitchen, 3 bedrooms, bathroom, 2 showers with water closets, laundry and 3 garages.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.
2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand) and thereafter 3% (three per centum) up to maximum fee of R7 000,00 (seven thousand rand), minimum charges R260,00 (two hundred and sixty rand).

Dated at Cape Town this 28 February 2001.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St George's Mall, Cape Town, 8001; P O Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax (021) 423-0510.] (Ref. W D Inglis/cs/R349/7678.)

Saak No. 2157/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK CERES GEHOU TE CERES

In die saak tussen TRANSNET BPK., Eiser, en RANDOLPH ERIC DEMAS NYL, Verweerder

Ingevolge 'n uitspraak in die Landdroshof, Ceres en 'n lasbrief vir eksekusie, sal die volgende eiendom geregtelik verkoop word op 4 April 2001 om 11:00, aan die hoogste bieder:

Erf 6504, Ceres, in die Munisipaliteit en Afdeling Ceres, Provinsie Wes-Kaap, groot 245 m² (tweehonderd vyf en veertig vierkante meter), gehou kragtens Transportakte Nr. T53045/1999, ook bekend as Ysterhoutstraat 4, Ceres.

Veilingvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, die Reëls daarkragtens uitgevaardig en van die titelbewyse van die eiendom en die eiendom sal, onderworpe aan voormelde, aan die hoogste bieder verkoop word.

2. *Betaling*: 10% van die koopsom sal kontant ten tyde van die veiling betaal word en die volledige saldo, tesame met rente daarop teen 15% per jaar ingevolge artikel 12 (10) van die Wet op Streekdiensterade, bereken op die bedrag van die Vonniskskuldeiser se eis (en indien daar enige ander voorkeurekrediteur is, is die rente ook op sodanige voorkeurekrediteur se eis betaalbaar), van die veilingsdatum tot die datum van oordrag teen registrasie van oordrag, welke bedrae deur 'n goedgekeurde waarborg van 'n bank of bouvereniging gesekureer moet word en binne veertien (14) dae van die veilingsdatum ingedien moet word.

3. *Voorwaardes*: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Balju/Afslaer voorgelees word en lê ter insae in die kantoor van die Balju, sowel te die kantore van die ondergetekende prokureurs vir Eiser.

Geteken te Ceres op hierdie 14de dag van Februarie 2001.

Rauch Van Vuuren Ing., Prokureurs vir Eiser, Voortrekkerstraat 84, Ceres, 6835. [Tel. (023) 3123152.] Posbus 79, Ceres.

Saak No. 22586/2000

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

In die saak tussen ABSA BANK, Eiser, en EWAN MICHAEL ABRAHAMS & CARMEN ABRAHAMS, Verweerder

Ten uitvoering van die vonnis van die Landdroshof, Mitchells Plain gedateer 6 Desember 2000, sal die onroerende goed hieronder beskryf op 3 April 2001 om 10h00, by die Landdroskantoor, Mitchells Plain, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Bekend as Blombosstraat 53, Lentegur, Mitchells Plain.

Verbeterings (maar nie gewaarborg): 'n Baksteenwoning met geteëld dak bestaande uit twee slaapkamers, sitkamer, kombuis, badkamer en toilet.

Erf 8394, Mitchells Plain, gehou Transportakte T98698/97, groot 150 vierkante meter.

Verkoopvoorwaardes:

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

2. Een tiende van die koopprys tesame met rente daarop teen 16% 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 Vonniskskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir die 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, Mitchells Plain.

Gedateer te Goodwood op hierdie 21ste dag van Februarie 2001.

A van Rhyn, vir Steyn & Van Rhyn, Prokureur vir Eiser, Voortrekkerweg 45, Goodwood. (Verw. AVR/TVM/A01131.)

Saak No. 20666/2000

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

In die saak tussen ABSA BANK, Eiser, en MAUREEN PETERSEN, Verweerder

Ten uitvoering van die vonnis van die Landdroshof, Mitchells Plain gedateer 18 Desember 2000, sal die onroerende goed hieronder beskryf op 3 April 2001 om 10h00, by die Landdroskantoor, Mitchells Plain, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Bekend as Plumbagosiel 36, Lentegur, Mitchells Plain.

Verbeterings (maar nie gewaarborg): Asbesdak woning bestaande uit 2 slaapkamers, sitkamer, kombuis, badkamer en toilet.

Erf 36974, Mitchells Plain, gehou T20572/94, groot 162 vierkante meter.

Verkoopvoorwaardes:

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 14,50% per jaar vanaf datum van verkoping tot op datum van registrasie van die oordrag. Die koper moet voorts binne 14 (veertien) dae na die verkoping die Vonniskskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir die 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, Mitchells Plain.

Gedateer te Goodwood op hierdie 20ste dag van Februarie 2001.

A van Rhyn, vir Steyn & Van Rhyn, Prokureur vir Eiser, Voortrekkerweg 45, Goodwood. (Verw. AVR/TVM/A01130.)

Saak No. 18193/98

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen STAD TYGERBERG, Eiser, en N SOGA, Verweerder

Ten uitvoering van die vonnis van die Landdroshof, Goodwood gedateer 2000-10-25, sal die onroerende goed hieronder beskryf op 27 Maart 2001 om 10:00, by die persele, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Bekend as 15 De La Fontaine Avenue, Monte Vista (geteëlde dak, baksteen mure, sitkamer, eetkamer, TV kamer, kombuis, 3 slaapkamers, badkamer, aparte toilet en dubbel motorhuis).

Erf 69, Goodwood, geleë in die stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, gehou kragtens Transportakte Nr T3863/1996, groot 771 vierkante meter.

Verkoopvoorwaardes:

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 14,50% per jaar vanaf datum van verkoping tot op datum van registrasie van die oordrag. Die koper moet voorts binne 14 (veertien) dae na die verkoping die Vonnisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir die 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, Goodwood.

Gedateer te Goodwood op hierdie 20ste dag van Februarie 2001.

A van Rhyn, vir Steyn & Van Rhyn, Voortrekkerweg 45, Goodwood, 7460; Posbus 205, Goodwood, 7459. (E-mail: svrlaw@iafrica.com) (Aktesbus Deeds Box 112.) (Docex 7, Goodwood.) (Tel. 5913241.) (Fax 5919335.)

Case No. 17490/2000

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and MELVIN ANDREW PRETORIUS and GEORGINA PRETORIUS, Judgment Debtors

In the execution of the judgment of the Magistrate's Court, Kuils River, in the above matter, a sale will be held on Monday, 2 April 2001 at 09:00, at the Courthouse, Kuils River, of the following immovable property:

Erf 4228, Eerste River, in the Oostenberg Municipality, Stellenbosch Division, Western Cape Province, measuring 400 square metres, held by the Defendants under Deed of Transfer T79227/96, also known as 27 Turban Crescent, Eerste River, and comprising a dwelling consisting of two bedrooms, lounge, kitchen, bathroom and 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 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 provision 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, Kuils River.

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 223167.)

Case No. 12809/1999

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and IAN GRISDALE, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Monday, 2 April 2001 at 09:00, at 9 Lewis Drive, Constantia, of the following immovable property:

Erf 1662, Constantia, in the South Peninsula Municipality, Cape Division, Western Cape Province, measuring 930 square metres, held by the Defendant under Deed of Transfer T35551/79, also known as 9 Lewis Drive (formerly 41 Lewis Drive), Constantia, and comprising a dwelling consisting of six bedrooms, three bathrooms, kitchen, lounge and double garage.

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

1. The sale is subject to the terms and conditions of the 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 provision 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, Wynberg.

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

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L. A. Whittaker/ad 208199.)

Saak No. 117/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELLINGTON GEHOU TE WELLINGTON

In die saak tussen BOLAND BAZAARS, Eiser, en CAROLUS VAN WYK, Verweerder

Kragtens vonnis van die Hof gedateer 28 Julie 1997 sal die vaste eiendom in eksekusie verkoop word op 29 Maart 2001 om 11:00, aan die hoogste bieder, onder aan die volgende voorwaardes en verdere voorwaardes wat deur die Balju by die veiling uitgelees sal word. Die veiling sal plaasvind te Watsoniastraat 4, Wellington:

Erf 8869, Wellington, in die gebied van Wellington Oorgangsraad, Afdeling Paarl, Provinsie Wes-Kaap, groot 284 vierkante meter, gehou kragtens Transportakte T15760/1996.

Betaalvoorwaardes: Tien persent (10%) van die koopprys is betaalbaar onmiddellik na die veiling tesame met rente, kommissie, koste, en ook meer, met volle besonderhede wat by die Balju Wellington is. Balans koopprys tesame met rente moet verseker word deur 'n goedgekeurde waarborg binne veertien (14) dae na verkoping en is betaalbaar op registrasie.

Die volledige verkoopvoorwaardes lê ter insae by die Balju, Mnr R. D. le Roux, Hoofweg 52, Wellington. [Tel. (021) 873-1204].

Gedateer te Wellington op hierdie 20ste dag van Februarie 2001.

Louw & Schreve, Fonteinstraat 29, Wellington. [Tel. (021) 873-1171.]

Case No. 80/2001

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

In the matter between FIRSTRAND BANK LIMITED, formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and BURNARD HARRY BIKO and JEAN JENNIFER BIKO, Defendants

A sale in execution will be held on Wednesday, 4 April 2001 at 09:00, at Goodwood Magistrate's Court, Voortrekker Road, Goodwood, of:

Erf 28225, Goodwood, in the City of Cape Town, Cape Division, Western Cape province, in extent 225 (two hundred and twenty-five) square metres, held under Deed of Transfer T54604/1997, also known as 22 Mountain View Street, Elsies River, Cape.

The following improvements to the property are reported, though in this respect nothing is guaranteed: A brick dwelling under asbestos roof consisting of three bedrooms, kitchen, lounge 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 Goodwood, at Epping Avenue, Elsies River.

Dated at Cape Town on 28 February 2001.

Burton-White, Plaintiff's Attorneys, Suite 306, Victoria Wharf Offices, Victoria & Alfred Waterfront, DX1, Waterfront. (Tel. 419-9310.) (Ref. D. Burton/F1013.)

Case No. 24748/2000

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

In the matter between FIRSTRAND BANK LIMITED, formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and NCEDEKA JULIET MBOMA, Defendant

A sale in execution will be held on Thursday, 5 April 2001 at 10:00, at Mitchell's Plain Magistrate's Court, 1st Avenue, Eastridge, Mitchell's Plain, of:

Erf 29049, Khayelitsha, in the City of Cape Town, Cape Division, Western Cape Province, in extent 191 (one hundred and ninety-one) square metres, held under Deed of Transfer TL81558/1992, also known as 26 Ntlakohlaza Street, Township 2, Village 1, Khayelitsha.

The property is improved as follows, though in this respect nothing is guaranteed: A brick dwelling under tile roof consisting of two 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 Khayelitsha at Sheriff for Mitchell's Plain (North's) Offices, at corner of Highlands and Rosewood Drives, Wildwood, Colorado, Mitchell's Plain.

Dated at Cape Town on 19 February 2001.

Burton-White, Plaintiff's Attorneys, Suite 306, Victoria Wharf Offices, Victoria & Alfred Waterfront, DX1, Waterfront. (Tel. 419-9310.) (Ref. D. Burton/F1000.)

Case No. 10086/2000

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and PATRICK DAMONSE, Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Kuils River, on 4 April 2001 at 09:00:

Erf 1540, Kuils River in the City of Cape Town, Division Stellenbosch, Western Cape Province, known as 23 Langverwacht Road, Kuils River, in extent 991 (nine hundred and ninety-one) square metres.

Comprising three bedrooms, kitchen, lounge, bathroom, dining-room and garage.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

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

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. KG Kemp/LvS/G582.)

Saak No. 350/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HOPEFIELD GEHOU TE HOPEFIELD

In die saak tussen ABSA BANK BEPERK, Vonnisskuldeiser, en J. J. LANDSBERG, Vonnisskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof te Hopefield sal 'n veiling van die ondervermelde eiendom gehou word op Vrydag, 30 Maart 2001 om 11:00 by die Landdroskantoor, Hopefield:

Erf 2432, Langebaan, in die munisipaliteit Saldanha, Administratiewe Afdeling Malmesbury, provinsie Wes-Kaap, groot 850 vierkante meter, geleë te Fairway Avenue 97, Langebaan 'n onbeboude perseel.

Veilingvoorwaardes:

1. Die verkoping is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944 en die eiendom word voetstoots verkoop en onderhewig aan die titelvoorwaardes daarvan.
2. Een tiende ($\frac{1}{10}$) van die koopprys plus enige BTW word betaal aan die afslaer onmiddellik nadat die eiendom verkoop is en die balans van die koopsom teen registrasie van transport.
3. Die koper is aanspreeklik vir betaling van die transportkoste, hereregte, agterstallige belastinge, diensgelde en enige bykomende koste.
4. Die volledige voorwaardes van die veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju vir die Landdros, Hopefield en by die kantoor van die ondergetekende.

Gedateer te Vredenburg op die 28ste dag van Februarie 2001.

Swemmer & Levin, Prokureurs vir Vonnisskuldeiser, hoek van Hoof- en Kerkstraat, Vredenburg. (Verw. K. Potgieter/sc/KL0308.)

Saak No. 98/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PIKETBERG GEHOU TE LAAIPEK

In die saak tussen ABSA BANK BEPERK, Vonnisskuldeiser, en A. J. ENGELBRECHT, Eerste Vonnisskuldenaar, en J. H. ENGELBRECHT, Tweede Vonnisskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof te Laaipek sal 'n veiling van die ondervermelde eiendom gehou word op Donderdag, 29 Maart 2001 om 11:00 by die Landdroskantoor, Laaipek:

Erf 663, Laaipek, in die munisipaliteit Bergrivier, Administratiewe Afdeling Piketberg, provinsie Wes-Kaap, groot 503 vierkante meter, geleë te Albatrosstraat 78, Laaipek, bestaande uit drie slaapkamers, sitkamer, kombuis en badkamer, niks gewaarborg nie.

Veilingvoorwaardes:

1. Die verkoping is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944 en die eiendom word voetstoots verkoop en onderhewig aan die titelvoorwaardes daarvan.
2. Een tiende ($\frac{1}{10}$) van die koopprys plus enige BTW word betaal aan die afslaer onmiddellik nadat die eiendom verkoop is en die balans van die koopsom teen registrasie van transport.
3. Die koper is aanspreeklik vir betaling van die transportkoste, hereregte, agterstallige belastinge, diensgelde en enige bykomende koste.
4. Die volledige voorwaardes van die veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju vir die Landdros, Laaipek en by die kantoor van die ondergetekende.

Gedateer te Vredenburg op die 28ste dag van Februarie 2001.

Swemmer & Levin, Prokureurs vir Vonnisskuldeiser, hoek van Hoof- en Kerkstraat, Vredenburg. (Verw. K. Potgieter/sc/KE0162.)

Case No. 2136/97

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and SALDANHA BAY PROPERTIES (PTY) LIMITED, Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Vredenburg, on 4 April 2001 at 10:30:

Erf 1417, Saldanha situated in the Saldanha Bay Municipality, Division of Malmesbury, Western Cape Province known as 2 Koningklip Street, White City, Saldanha, in extent 991 (nine hundred and ninety-one) square metres.

The following information is furnished but not guaranteed: Shop.

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 Vredenburg and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/LvS/G534.)

Case No. 2765/98

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 No. 05/01225/06, Plaintiff, and BADRUNISA DALVIE, Defendant

The following property will be sold in execution by public auction held at 192 Lawrence Road, Athlone, to the highest bidder, on Tuesday, 27 March 2001 at 12:00:

Certain: Erf 111400, Cape Town at Athlone, in the City of Cape Town, Division Cape, Province Western Cape, in extent 483 (four hundred and eighty-three) square metres, held by Deed of Transfer T41500/1981, situated at 192 Lawrence Road, Athlone.

Conditions of sale:

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

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 14,5% per annum, or prevailing rate applicable calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Grassy Park this 16th day of February 2001.

E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Tel. 706-2873/4/5.) (Ref. E. W. Domingo/fm.)

Saak No. 13150/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GOODWOOD GEHOU TE GOODWOOD

In die saak tussen STAD TYGERBERG, Eiser, en R WROBLEWSKI, Verweerder

Ten uitvoering van die vonnis van die Landdroshof, Goodwood, gedateer 2000/03/16, sal die onroerende goed hieronder beskryf op 29 Maart 2001 om 10:00 by die Persele, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Bekend as 59 Letchworth Drive, Egemead (gedeelde dak, baksteen mure, sitkamer, eetkamer, kombuis, 3 slaapkamers, aparte toilet, motorhuis, swembad).

Erf 18697, Goodwood, geleë in die Stad Tygerberg, Afdeling Kaap, provinsie Wes-Kaap, gehou kragtens Transportakte T11113/1991, groot 672 vierkante meter.

Verkoopvoorwaardes:

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 14,5% 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 bougenootskapwaarborg vir die 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, Goodwood.

Gedateer te Goodwood op hierdie 20ste dag van Februarie 2001.

A van Rhyn, vir, Steyn & Van Rhyn, Voortrekkerweg 45, Goodwood, 7460; P.O. Box 205, Goodwood, 7459. (e-mail: svr-law@iafrica.com.) (Deeds Box 112, Docex 7), Goodwood. (Tel. 591-3241.) (Fax. 591-9335.)

Saak No. 17992/98

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen STAD TYGERBERG, Eiser, en J. E. ROXO, Verweerder

Ten uitvoering van die vonnis van die Landdroshof, Goodwood, gedateer 2000.09.12, sal die onroerende goed hieronder beskryf op 27 Maart 2001 om 11:00, by die persele, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Bekend as Pinewoodlaan 54, Glenwood (geteelde dak, baksteenmure, sitkamer, kombuis, 2 slaapkamers, badkamer en motorhuis).

Erf 35147, Goodwood, geleë in die Stad Tygerberg, Afdeling Kaap, Provinsie Wes-Kaap, gehou kragtens Transportakte No. T56103/1995, groot 443 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 14,50% per jaar vanaf datum van verkoping tot op datum van registrasie van die oordrag. Die Koper moet voorts binne 14 (veertien) dae na die verkoping die Vonnisskuldeiser voorsien van 'n Bank- of Bougenootskapswaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

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

Gedateer te Goodwood op hierdie 20ste dag van Februarie 2001.

A. van Rhyn, vir Steyn & Van Rhyn, Voortrekkerweg 45, Goodwood, 7460; Posbus 205, Goodwood, 7459. (E-mail: svrlaw@iafrica.com.); Aktebus 112 (Docex 7), Goodwood. (Tel. 591-3241.) (Faks 591-9335.)

Case No. 1012/2001

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

In the matter between FIRSTRAND BANK LIMITED, formerly t/a FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, No. 05/01225/06, Plaintiff, and EVELYN RABICHUND (also known as EVELYN NAIDOO), Defendant

In the above matter a sale will be held on Tuesday, 27 March 2001 at 10:00, at the Courth House, Mitchells Plain:

Erf 10722, Mitchells Plain, in the City of Cape Town, Cape Division, Province of the Western Cape, being 55 Disa Street, Lentegeur, Mitchells Plain, measuring one hundred and fifty-six (156) square metres, held by Defendant under Deed of Transfer No. T30493/1999.

Conditions of sale:

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

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

3. The following improvements are on the property (although nothing in this respect is guaranteed): Single dwelling with brick walls under a tiled roof consisting of 3 bedrooms, kitchen, lounge, bathroom and toilet.

4. The complete conditions of Sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchell's Plain, and at the offices of the undersigned.

Dated at Grassy Park on this 15th day of February 2001.

E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Tel. 706-2873/4/5.) (Ref. E. W. Domingo/fm.)

Saak No. 1810/99

IN DIE LANDDROSHOF VIR DIE DISTRIK WELLINGTON GEHOU TE WELLINGTON

In die saak tussen E. G. WOHLITZ h/a NARWADA ROSE, Eisar, en Mnr. I. C. ROBERTS, Verweerder

In die gemelde saak sal 'n veiling gehou word op 15 Maart 2000 om 10h00, te "Telana Hill", Wellington bestaan uit 'n eiendom bekend as Telana Hill, Wellington:

Restant Gedeelte 18 van die Plaas 213, "Woestkloof", Afdeling Paarl, Provinsie Wes-Kaap, groot 25,4292 hektaar, gehou deur Transportakte No. T30068/1998.

Die veiling sal onderhewig wees aan die volgende voorwaardes:

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944 en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande 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 15,5% 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: *Hoofgebou*: 4 slaapkamers, kombuis, eetkamer, sitkamer, badkamer, toilet, sinkdak en steenmure. *Buitegeboue*: 2 store met 3 kamers elk, steenmure en sinkdakke en 4 hoenderhokke sonder dakke.

4: Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Wellington, en in die kantoor van die ondergetekende.

Gedateer te Wellington op hierdie 16de dag van Februarie 2001.

P. V. E. Marais, vir Ingwersen Feenstra & Marais, Prokureur van Skuldeiser, Kerkstraat 5, Wellington. (8733897.)

Case No. 11877/99

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 ALAN BERNARD APRIL, Judgment Debtor

In pursuance of a Judgment of the Magistrate's Court of Mitchells Plain, and Writ of Execution dated 30 May 2000, the property listed hereunder, and commonly known as Erf 32100 aka 7 Karate Crescent, Beacon Valley, will be sold in Execution at the Courthouse on Wednesday, 3 April 2001 at 10h00, to the highest bidder:

Erf 32100, Cape, in extent 150 square metres, held under Deed of Transfer No. T6154/94.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling built of brick walls under asbestos roof consisting of 3 bedrooms, separate kitchen, bathroom and toilet, vibre crete fence and burglar bars.

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.

Dated at Cape Town on this 1st March 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Judgment Creditor, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. Mrs Wentzel/225154.)

Case No 113/1998

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and RASHAAD SIMONS, First Execution Debtor, and CHARLEEN MARIA SIMONS, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 26 January 1998 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court House at Kuils River, to the highest bidder on 6 April 2001 at 09h00:

Erf 8303, Brackenfell, in the Oostenberg Municipality, Stellenbosch Division, Western Cape Province, in extent 454 (four hundred and fifty four) square metres.

Street address: 1 Amarella Way, North Pine, Brackenfell.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrate's Court Act, No. 32 of 1944, as amended, and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Dwelling with tiled roof and brick walls consisting of lounge, kitchen, 3 bedrooms, bathroom and toilet.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or Auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows:

(i) A deposit of 10% (ten per centum) in cash or by bank guaranteed cheque at the time of the sale;

(ii) the balance against registration of transfer together with interest on the full purchase price at the rate of 20% (twenty per centum) 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 the date of sale to the 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 conveyancers.

Dated at Bellville on 26 February 2001.

Buchanan Boyes, Attorneys for Execution Creditor, 2nd Floor, 5 High Street, Rosenpark, Bellville.

Saak Nr: 170/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SWELLENDAM GEHOU TE SWELLENDAM

**In die saak tussen SWELLENDAM APTEEK, Eksekusieskuldeiser, ert
R FRANSE, Eksekusieskuldenaar**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 21 September 1999 in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, op Vrydag, 20 April 2001 om 11h00 te Edelweisstraat 13, Swellendam, 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.

Erf 3695, Swellendam, in die Munisipaliteit van Swellendam, afdeling Wes-Kaap, gehou kragtens Transport T93481/1994, groot 390 vierkante meter, ook bekend as Edelweisstraat 13, Swellendam.

Na bewering is die eiendom in 'n goeie toestand, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 3% (drie persent) (minimum R10,00) 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.

Geteken te Swellendam op 9 Februarie 2001.

Louw & Steyn, Prokureur vir Eksekusieskuldeiser, Voortrekkerstraat 78 (Posbus 11), Swellendam, 6740. [Tel: (028) 514-1055.] (Verw. J J Pretorius.)

Case No: 19030/2000

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

In the matter between FIRSTRAND BANK LIMITED, formerly t/a FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED NO. 05/01225/06, Plaintiff, and PAZAMLA THOMAS MZAZA, First Defendant, and SISILA CECILLIA MZAZA, Second Defendant

In the above matter a sale will be held on Thursday, 22nd March 2001 at 10.00am at the Court House, Mitchells Plain.

Erf 18907, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, being 27 Tokozi Road, Town 2, Village 4A, Ekuphumleni, Khayelitsha, measuring two hundred and nine (209) square metres, held by Defendants under Deed of Transfer No. TE76174/1993.

Conditions of sale:

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

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

3. The following improvements are on the property (although nothing in this respect is guaranteed): Single dwelling with brick walls under a tiled roof consisting of 2 bedrooms, kitchen, lounge, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain, and at the offices of the undersigned.

Dated at Grassy Park this 15th day of February 2001.

E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Phone: 706-2873/4/5.) (Ref: E. W. Domingo/fm.)

Saak No. 2226/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen KAROO METALE BK, Vonnisskuldeiser, en L. STUURMAN, Vonnisskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en die lasbrief vir eksekusie gedateer 10 Oktober 2000 by die Landdroskantoor soos later hierin vermeld, sal die vermelde eiendom verkoop word aan die persoon/e wat die hoogste aanbod maak, op 30 Maart 2001 om 10:00, naamlik:

1. Erf 3083, Oudtshoorn, groot 423 (vierhonderd drie-en-twintig) vierkante meter, gehou kragtens Transportakte T87321/1996, geleë te Vygieshof 440, Bridgton, Oudtshoorn.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Enkelverdieping steengebou met sinkdak bestaande uit drie slaapkamers, badkamer, kombuis en sitkamer-eetkamer.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping gelees word, en ter insae lê in die kantoor van die Balju, Oudtshoorn en by die ondergetekendes se kantoor te Duvenhage Keyser & Jonck, Hoogstraat 123, Oudtshoorn.

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 5de dag van Maart 2001.

Crawfords Ingelyf, Donkinstraat 36 (Posbus 25), Beaufort-Wes, 6970.

Case No. 5403/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and LIPSTICK SOUTH (PTY) LTD, Defendant

In execution of a default judgment granted by the above Court against the above Defendant on 29 August 2000 the hereinafter-mentioned fixed property will be auctioned by the Sheriff of the Court, Cape Town at the premises being D82 Balmoral Heights, Balmoral Road, West Beach, Milnerton, on Tuesday, 27 March 2001 at 11:00, subject to the hereinafter-mentioned conditions and to the further conditions which will be read out at the sale:

Property: Erf: Section 94 as shown and more fully described on Sectional Plan SS507/97 in the scheme known as Balmoral Heights, in respect of the land and building or buildings situated in Milnerton, in the Blaauwberg Municipality, measuring floor area according to the sectional plan is 86 (eighty-six) square metres, in extent, held by Deed of Transfer ST11748/98.

Street address: D82 Balmoral Heights, Balmoral Road, West Beach, Milnerton.

Description: The following information concerning the property is proved but nothing is guaranteed: Lounge/dining-room, kitchen, three bedrooms, full bathroom, shower and w.c.

Conditions of payment: Ten per cent (10%) of the purchase price is payable in cash immediately after the sale and payment of the balance, together with interest thereon at nineteen percent (19%) per annum calculated from a date one month after the sale must be guaranteed by means of a guarantee approved by the Plaintiff's attorneys and which must be handed to the Sheriff of the Court within one (1) month after the sale.

Conditions of sale: The property is sold voetstoots and the purchaser is liable for all arrear rates, taxes, levies and sewerage charges raised in respect of the property. The full conditions of sale lie for inspection at the Sheriff's Offices, The Sheriff, Cape Town.

Dated at Cape Town this 5th day of March 2001.

Jan S. de Villiers, 17th Floor, 1 Thibault Square, Cape Town. (Ref. CHK Friedlaender/K656.)

Saak No. 12770/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GEORGE GEHOU TE GEORGE

In die saak tussen NEDCOR BANK BEPERK, Eksekusieskuldeiser, en BRIAN WILLIAMS, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 24 Januarie 2001 sal die volgende eiendom in eksekusie verkoop word op 29 Maart 2001 om 11:00 te die gegewe perseel soos beskryf hieronder:

Erf 4980, George, in die munisipaliteit en afdeling van George (ook bekend as Aandblomstraat 15, Bergsig, George), groot 1,193 vierkante meter, gehou te Transportakte T17934/89.

Verbeterings: Vier slaapkamers, twee badkamers, kombuis, sitkamer, eetkamer, studeerkamer en twee motorhuise.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944 en die Reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 14,5% vanaf datum van verkoping tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouvereniging waarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastingen en heffings vir die huidige jaar en afslaerskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprys, tensy die Vonnisskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, George, Wellingtonstraat, George sowel as by die kantore van Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 16de dag van Februarie 2001.

R. Engelbrecht, vir Raubenheimers Ingelyf, Cathedralstraat 60 (Posbus 21), George, 6530. [Tel. (044) 873-2043.]

Case No. 5403/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and LIPSTICK SOUTH (PTY) LTD, Defendant

In execution of a default judgment granted by the above Court against the above Defendant on the 29th of August 2000 the hereinafter-mentioned fixed property will be auctioned by the Sheriff of the Court, Cape Town at the premises being No D82 Balmoral Heights, Balmoral Road, West Beach, Milnerton, on Tuesday, the 27th day of March 2001 at 11h00, subject to the hereinafter-mentioned conditions and to the further conditions which will be read out at the sale:

Property: Erf Section No. 94 as shown and more fully described on Sectional Plan Number SS507/97 in the Scheme known as Balmoral Heights in respect of the land and building or building situated in Milnerton, in the Blaauwberg Municipality, measuring floor area according to the said Sectional Plan is 86 (eighty six) square metres in extent, held by Deed of Transfer ST11748/98.

Street address: No D82 Balmoral Heights, Balmoral Road, West Beach, Milnerton.

Description: The following information concerning the property is provided but nothing is guaranteed: Lounge/dining room, kitchen, 3 bedrooms, full bathroom, shower & w/c.

Conditions of payment: Ten per cent (10%) of the purchase price is payable in cash immediately after the sale and payment of the balance, together with interest thereon at nineteen per cent (19%) per annum calculated from a date one month after the sale must be guaranteed by means of a guarantee approved by the Plaintiff's attorneys and which must be handed to the Sheriff of the Court within one (1) month after the sale.

Conditions of sale: The property is sold voetstoots and the purchaser is liable for all arrear rates, taxes, levies and sewerage charges raised in respect of the property. The full conditions of sale lie for inspection at the Sheriff's offices, the Sheriff, Cape Town.

Dated at Cape Town this 5 day of March 2001.

Jan S de Villiers, 17th Floor, 1 Thibault Square, Cape Town. (CHK Friedlaender/K656.)

Saak No. 38407/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en JACOBUS ALBERTUS VAN ZYL, 1e Eksekusieskuldenaar, RACHEL MARGRITHA VAN ZYL, 2e Eksekusieskuldenaar, en DOBOST CC, 3e Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op Dinsdag, 3 April 2001 om 11h30 op die perseel:

Erf 3581, Durbanville, in die stad Tygerberg, afdeling Kaap, Provinsie Wes-Kaap, groot 1 300 vierkante meter, gehou kragtens Transportakte T66992/99, ook bekend as Hewittlaan 10, Durbanville (voorheen bekend as Bo Kenridge 39, Kenridge, Durbanville).

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande 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 14,5% 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): 'n Woning bestaande uit 3 slaapkamers, 2 badkamers, sitkamer, eetkamer, kombuis, speelkamer en dubbel motorhuis.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Bellville en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 16de dag van Februarie 2000.

A J Marais, vir Marais Müller Ingelyf, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Case No. 11877/99

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
NEVILLE HORATIUS ROSSOUW, Judgment Debtor**

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 30th May 2000, the property listed hereunder, and commonly known as Erf 32100, aka 7 Karate Crescent, Beacon Valley, will be sold in execution at the Courthouse on Wednesday, 3rd April 2001 at 10h00, to the highest bidder:

Erf 32100, Cape, extent 150 square metres, held under Deed of Transfer No. T6154/94.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling built of brick walls under asbestos roof consisting of 3 bedrooms, separate kitchen, bathroom and toilet, vibre crete fence and burglar bars.

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.

Dated at Cape Town on 23 February 2001.

Clife Dekker Fuller Moore Inc., Attorneys for Judgment Creditor, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. Mrs Wentzel/225154.)

Case No. 7927/99

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 PATRICK JOHN ADAMS, Defendant

The following will be sold in execution on 5 April 2001 at 10h00, Mitchells Plain Court, to the highest bidder:

Erf 34706, Mitchells Plain, Cape, 144 square metres, held by Deed of Transfer T57894/1996, situate at 105 Ferrari Crescent, Beacon Valley.

1. The following improvements are reported but not guaranteed:

Dwelling: Brick maisonette under asbestos roof consisting of 3 bedrooms, bathroom/w.c., lounge and kitchen.

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/Z03368.)

Case No. 16465/99

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 RACHEL NEL, Defendant

The following will be sold in execution on 5 April 2001 at 10h00, Mitchells Plain Court, to the highest bidder:

Erf 32030, Mitchells Plain, Cape, 162 square metres, held by Deed of Transfer T2871/94, situate at 11 Kennetjie Street, Beacon Valley.

1. The following improvements are reported but not guaranteed:

Dwelling: Brick dwelling under tiled roof consisting of 3 bedrooms, bathroom/toilet, lounge and kitchen.

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/Z03515.)

Case No. 2803/00

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

**In the matter between MUNICIPALITY OF PLETTENBERG BAY, Execution Creditor, and
AN NYALI, Execution Debtor**

That on 16 August 2000, judgment was obtained against the above named Judgment Debtor.

The sale in execution of the property described hereunder will be held in front of the Magistrate's Court, Knysna, at 11h30 on 29 March 2001.

Erf 4737, Plettenberg Bay, in the Municipality and Division of Plettenberg Bay, Western Cape Province, in extent 233 (two hundred and thirty three) square metres, held under Deed of Transfer No. TT3304/1995, situated at 8 Yokwe Street, Hillview, Plettenberg Bay.

The property is improved by the erection of a dwelling thereon.

The property is zoned for residential purposes. (The accuracy hereof is not guaranteed).

Terms of payment: The purchase price shall be paid as to 10% (ten per cent) thereof at the time of the sale and the full balance with interest against transfer, payment thereof to be secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

The sale shall be by public auction to the highest bidder, subject to the provisions of the Magistrate's Court Act, 1944, and further conditions of sale which may be inspected at the office of the Sheriff of the Court, Knysna.

Dated at Knysna this 26th day of February 2001.

Buchan Mosdell & Pama, Attorney for Execution Creditor, 19 Pledge Square, 48 Main Street, P O Box 997, Knysna, 6570. (Tel. 044-382 5333.) [Ref. A Buchan/rw/PM.N18 (Z01663).]

Case No. 2968/00

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

**In the matter between MUNICIPALITY OF PLETTENBERG BAY, Execution Creditor, and
SOFIE JULIES, Execution Debtor**

That on 30 August 2000, judgment was obtained against the above named Judgment Debtor.

The sale in execution of the property described hereunder will be held in front of the Magistrate's Court, Knysna, at 11h00 on 29 March 2001.

Erf 5157, Plettenberg Bay, in the Municipality and Division of Plettenberg Bay, Western Cape Province, in extent 227 (two hundred and twenty seven) square metres, held under Deed of Transfer No. T2380/1996, situated at 1 Cuba Street, Hillview, Plettenberg Bay.

The property is improved by the erection of a dwelling thereon.

The property is zoned for residential purposes. (The accuracy hereof is not guaranteed).

Terms of payment: The purchase price shall be paid as to 10% (ten per cent) thereof at the time of the sale and the full balance with interest against transfer, payment thereof to be secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

The sale shall be by public auction to the highest bidder, subject to the provisions of the Magistrate's Court Act, 1944, and further conditions of sale which may be inspected at the office of the Sheriff of the Court, Knysna.

Dated at Knysna this 26th day of February 2001.

Buchan Mosdell & Pama, Attorney for Execution Creditor, 19 Pledge Square, 48 Main Street, P O Box 997, Knysna, 6570. (Tel. 044-382 5333.) [Ref. A Buchan/rw/PM.J39 (Z01709).]

Case No. 2800/00

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

**In the matter between MUNICIPALITY OF PLETTENBERG BAY, Execution Creditor, and
MANDLAKAYISE MELANE, Execution Debtor**

That on 16 August 2000, judgment was obtained against the above named Judgment Debtor.

The sale in execution of the property described hereunder will be held in front of the Magistrate's Court, Knysna, at 10h30 on 29 March 2001.

Erf 4781, Plettenberg Bay, in the Municipality and Division of Plettenberg Bay, Western Cape Province, in extent 240 (two hundred and forty) square metres, held under Deed of Transfer No. T81277/2000, situated at 55 Mandela Street, Hillview, Plettenberg Bay.

The property is improved by the erection of a dwelling thereon.

The property is zoned for residential purposes. (The accuracy hereof is not guaranteed).

Terms of payment: The purchase price shall be paid as to 10% (ten per cent) thereof at the time of the sale and the full balance with interest against transfer, payment thereof to be secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

The sale shall be by public auction to the highest bidder, subject to the provisions of the Magistrate's Court Act, 1944, and further conditions of sale which may be inspected at the office of the Sheriff of the Court, Knysna.

Dated at Knysna this 27th day of February 2001.

Buchan Mosdell & Pama, Attorney for Execution Creditor, 19 Pledge Square, 48 Main Street, P O Box 997, Knysna, 6570. (Tel. 044-382 5333.) [Ref. A Buchan/rw/PM.M75 (Z01660).]

Case No 5126/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOHAN LABUSCHAGNE, Defendant

In terms of a Judgment given in the Magistrate's Court at Strand on the 6th December 2000 and under a Warrant of Execution issued thereafter, the following immovable property known as:-

Erf 4729, Strand situate in the City of Cape Town Division of Stellenbosch, Western Cape Province, measuring 496 square metres, held by Deed of Transfer no T37753/2000 also known as 17 Salveira Street, Strand will be sold in execution on the 4th day of April 2001 at 10H00 at 17 Salveira Street, Strand in terms of the Conditions of Sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Strand and the undersigned.

The material terms of the sale are as follows:

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 immediately after the sale and will provide a Bank or Building guaranteed acceptable to the Judgment Creditor's Attorneys providing for payment within fourteen days of the balance of the purchase price and interest.
3. The Purchaser shall be liable for payment of all arrear and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and Bondholder.
4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: 3 bedrooms, lounge, kitchen, bathroom, garage.

Dated at Somerset West this 21st day of February 2001.

P. du Toit, for Morkel & De Villiers, Inc., The Forum, 13 Drama Street, Somerset West; P O Box 112, Somerset West, 7129. [Tel: (021) 851-2928.]

Case No. 2843/2000

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

In the matter between MUNICIPALITY OF PLETTENBERG BAY, Execution Creditor, and N NDAYI, Execution Debtor

That on 26 September 2000 judgment was obtained against the above named Judgment Debtor.

The sale in execution of the property described hereunder will be held in front of the Magistrate's Court, Knysna, at 10h00 on 29 March 2001.

Erf 5336, Plettenberg Bay, in the Municipality and Division of Plettenberg Bay, Western Cape Province, in extent 240 (two hundred and forty) square metres, held under Deed of Transfer No.T1917/1996 PE, situated at 32 Cuba Street, Hillview, Plettenberg Bay.

The property is improved by the erection of a dwelling thereon.

The property is zoned for residential purposes. (The accuracy hereof is not guaranteed).

Terms of payment: The purchase price shall be paid as to 10% (ten per cent) thereof at the time of the sale and the full balance with interest against transfer, payment thereof to be secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

The sale shall be by public auction to the highest bidder, subject to the provisions of the Magistrates' Courts Act, 1944, and further Conditions of Sale which may be inspected at the office of the Sheriff of the Court, Knysna.

Dated at Knysna this 28th day of February 2001.

Buchan Mosdell & Pama, Attorney for Execution Creditor, 19 Pledge Square, 48 Main Street, P O Box 997, Knysna, 6570. (Tel. 044-382 5333.) [Ref. A Buchan/rw/PM.N20 (Z01688).]

Case No. 4194/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between SHEILA MARIA MILLER, Execution Creditor, and DELENA RITTER, Execution Debtor

In pursuance of a Judgment in the Court of the Magistrate of Somerset West and Writ of Execution issued, the following immovable property, will be sold in execution on Tuesday, the 3rd April 2001, at 11h00 on site at 2 Bernard Crescent, Somerset West, to the highest bidder, viz:

Erf 2853, Somerset West, situated in the City of Cape Town, Division of Stellenbosch, Western Cape Province, in extent 1 116 (one thousand one hundred and sixteen) square metres, held by the Execution Debtor under Deed of Transfer No T33330/1990.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the magistrate's Court Act, the Rules made thereunder and of the Title Deeds of the property and the property shall, subject to the foregoing and the full Conditions of Sale, be sold voet-stoots to the highest bidder.

2. The following improvements on the property are reported, but nothing is guaranteed: Dwelling house under tiled roof with brick walls comprising 4 bedrooms, 3 bathrooms/toilets, lounge/dining-room/kitchen, study.

3. The full purchase price, together with any Value Added Tax which may be payable thereon, shall be payable in cash at the time of the sale or 10% of the purchase price in cash and the balance of such purchase price, together with any Value Added Tax which may be payable on the purchase price, together with interest on the amount of the Judgment Creditor's claim at the rate then prevailing (and in the event of there being any other preferent creditor then also the interest payable upon such preferent creditor's claim) shall be payable from the date of sale to date of transfer, against registration of transfer, which amounts are to be secured by a guarantee of a bank or building society or other financial institution approved of by the Sheriff of the Court, such guarantee to be delivered within two (2) weeks of the date of sale.

4. The full Conditions of Sale which will be read out by the Sheriff of the Court or Auctioneer immediately prior to the sale, may be inspected at either the office of the Sheriff of the Court, Somerset West, or at the offices of the attorneys for the Execution Creditor.

Wilson Morkel Basson Inc., Attorneys for Execution Creditor, 1st Floor, 139 Main Street, Somerset West. (Ref: Mr Basson/M256/W04536.)

Case No. 10842/98

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and S M SOMLENZE, 1st Defendant, and
N L SOMLENZE, 2nd Defendant**

The following property will be sold in execution at the Mitchells Plain Magistrate's Court on the 3rd April 2001 at 10h00 to the highest bidder:

Erf 7828 Guguletu, 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 No. TL8350/1995.

Street address: NY 71, No 13, Guguletu.

1. The following improvements are reported but not guaranteed:

A brick wall & asbestos roof dwelling consisting of: Lounge, 2 bedrooms, kitchen and outside toilet.

2. *Payment:* 10% of the purchase price must be paid in cash or bank guaranteed cheque at the time of the sale, and the balance (plus interest at the current ABSA Bank Bond rate calculated on the Plaintiff's claim from the date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within fourteen (14) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his 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 for Mitchells Plain North

Dated at Cape Town on this 19th day of February 2001.

J J Niemand, for De Klerk & Van Gend, Plaintiff's Attorneys, ABSA Bank Building, 132 Adderley Street, Cape Town. (Ref: JJN/r/F80252.)

Case No. 6384/97

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and M A MORRIS, 1st Defendant, and
S WILLIAMS, 2nd Defendant**

The following property will be sold in execution at the Mitchells Plain Magistrate's Court on the 3rd April 2001 at 10h00 to the highest bidder:

Erf 47893, Mitchells Plain, situated in the City of Cape Town, Cape Division, Western Cape Province, in extent 282 (two hundred and eighty two) square metres, held under Deed of Transfer No. T8926/1994.

Street address: 42 Bosuns Road, Strandfontein, Mitchells Plain.

1. The following improvements are reported but not guaranteed:

A brick wall & tiled roof dwelling consisting of: Lounge, 2 bedrooms, open plan kitchen, bathroom and toilet, cement floors & partly vibre-crete fence.

2. *Payment:* 10% of the purchase price must be paid in cash or bank guaranteed cheque at the time of the sale, and the balance (plus interest at the current ABSA Bank Bond rate calculated on the Plaintiff's claim from the date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within fourteen (14) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his 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 for Mitchells Plain South.

Dated at Cape Town on this 16th day of February 2001.

J J Niemand, for De Klerk & Van Gend, Plaintiff's Attorneys, ABSA Bank Building, 132 Adderley Street, Cape Town. (Ref: JJN/r/C70094.)

Case No. 671/2000

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and HAROLD JOHN FREDERICKS, First Defendant, and
SHIRLEY LOUISA FREDERICKS, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Atlantis, the following will be sold in Execution on 05 April 2001 at 10H00 at the Atlantis Court to the highest bidder.

Erf 5784, Wesfleur in Atlantis, Cape, 406 square metres, held by Deed of Transfer T56514/94, situated at 3 Khomas Close, Beacon Hill, Atlantis.

Property Description: 3 Bedrooms, bathroom/wc., lounge and kitchen.

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

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

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

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

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

Dated at Cape Town on this 27 February 2001.

C & A Friedlander Inc., Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z03634.)

Case No. 4126/98

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

**In the matter between STANDARD BANK OF S.A. LTD (STANNIC), Plaintiff, and
GRAHAM THEODORE BENEDICT POGGENPOEL, Defendant**

In pursuance of judgment granted on 17 April 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 28/03/2001 at 09h00 at Landdroshof, Van Riebeeck Road, Kuilsriver to the highest bidder:

Description: Erf 299, Hagley in the Oostenberg Municipality, Division of Stellenbosch, Western Cape Province, in extent four hundred and seventy one (471) metres.

Postal address: 23 Plover Walk, Sunbird Park, Kuilsriver.

Property consists of: 2 bedrooms, lounge, bathroom and toilet, kitchen, tiled roof.

Held by the Defendant in his name under Deed of Transfer No. T56709/187.

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, 29 Northumberland Road, Bellville.

Dated at Bellville this 23 February 2001.

H N Wilson, Plaintiff's Attorneys, Bornman & Hayward, VIII High Street, Rosenpark, Tygervally, 7536; P.O. Box 3609, Tygervally, 7536. (Tel. 914-6400.) (Ref. HNW/YF/S0168/948.)

Saak No. 4969/99

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

**In die saak tussen BOE BANK BEPERK, Eksekusieskuldeiser, en JOHN HENRY BEZUIDENHOUT, Eerste
Eksekusieskuldenaar, en MARLEEN BEZUIDENHOUT, Tweede Eksekusieskuldenaar**

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 12 Junie 2000 sal die volgende onroerende eiendom hieronder beskryf, geregtelik te Rinqueststraat 38, Paarl-Oos, verkoop word op 27 Maart 2001 om 10h00 aan die hoogste bieder:

Erf No. 11028, Paarl, in die Munisipaliteit en afdeling Paarl, groot 552 (vyfhonderd twee en vyftig) vierkante meter, gehou kragtens Transportakte T9296/1983, geleë te Rinqueststraat 38, Paarl-Oos.

Verkoopsvoorwaardes:

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

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

3. Die koper sal alle Transportkoste (insluitende hereregte of belasting op toegevoegde waarde) en alle koste wat daarmee gepaard gaan, betaal.

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

Gedateer te Paarl op hierdie 15de dag van Februarie 2001.

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

Oosthuizen & Kie, Meyer de Waal, Prokureurs vir Elser, Hoofstraat 304, Posbus 246, Paarl. [Tel. (021) 872-3014.] [Fax (021) 872-2756.]

Case No. 1186/99

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 JOHNNY PILLAY and ESTELLE JUNE PILLAY, Judgment Debtors

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 4th July 2000, the property listed hereunder, and commonly known as Erf 40937 aka 5 Gail Close, Morgenster, will be sold in execution at the Courthouse on Thursday, 12th April 2001 at 10h00, to the highest bidder:

Erf 40937, Cape, extent 397 square metres, held under Deed of Transfer No. T19301.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling built of brick walls under tiled roof, consisting of 3 bedrooms, lounge, open plan kitchen, bathroom/toilet, cement floors, vibre-crete fencing.

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.

Dated at Cape Town on 26 February 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Judgment Creditor, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. Mrs Wentzel/227714.)

Case No. 11996/98

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

In the matter between ABSA BANK LTD, Plaintiff, and HELENA ELIZABETH WILLIAMS, Defendant

In pursuance of a judgment granted on 21.10.98, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder, will be sold in execution on 27/03/2001 at 10:00, at Mitchells Plain Court, to the highest bidder:

Description: Erf 15587, Mitchells Plain, in the Municipality of Cape Town, Division Western Cape, also known as 46 Golden Gate, Portlands, Mitchells Plain, in extent 220 square metres.

Improvements: Brick building, tiled roof, vibre crete fence, 3 bedrooms, cement floor, separate kitchen, lounge, bathroom, toilet.

Held by the Defendant in her name under Deed of Transfer T46549/87.

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, Cape Mitchells Plain.

Dated at Bellville this 20 February 2001.

E C Jeary, for Malan Laas & Scholtz Inc, Plaintiff's Attorney, 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.]

Service address: Pincus Matz Marquard Hugo-Hamman, Mutual Plain, Symphony Walk, Mitchells Plain. (Ref. ECJ/SS/A0020/3071)

Saak No. 205900

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

In die saak tussen **FIRSTRAND BANK BEPERK** voorheen bekend as **FIRST NATIONAL BANK OF S.A. LTD**, Eiser, en **SEASIDE ELECTRICAL CC**, Eerste Verweerder, en **LOUIS AUSTIN BRADFORD**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof te Vredenburg, sal 'n veiling van die ondervermelde eiendom gehou word op Donderdag, 29 Maart 2001, om 10h00, by die perseel naamlik:

Erf 7234, Saldanha, groot 558 vierkante meter, ligging: Antoniostraat 564, Diazville, Saldanha.

Volledige voorwaardes van die veiling sal voor die veiling gelees word en is ter insae beskikbaar by die kantoor van die Balju vir die Landdroshof, Vredenburg, en by die kantore van die ondergetekende.

Gedateer te Saldanha op hierdie 22ste dag van Januarie 2001.

F. W. Edwards Ing., Prokureurs vir Eiser, Da Gamastraat 14, Saldanha. (Verw. FWE/re/F0052/1.)

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

GAUTENG

WRIGHT BEZUIDENHOUT AFSLAERS & EIENDOMSAGENTE BK, h/a LIBRA AFSLAERS

BESTORWE INSOLVENTE BOEDEL: M. R. MEILE

MEESTER VERW. 20529/1996

WHITFORD LAAN 11A, KLIPPOORTJIE, GERMISTON

In opdrag van die Eksekuteur, verkoop ons onderhewig aan bekragtiging, die bogenoemde eiendom per openbare veiling, op die perseel:

Sekere: Erf 11, Ged 6, Klippoortjie, groot 3 782 m², bekend as Whitford Laan 11A, Klippoortjie, Germiston, op 28 Maart 2001 om 11:00.

Beskrywing: Steenkonstruksie bestaande uit sitkamer, eetkamer, familiekamer, kombuis, drie slaapkamers, twee badkamers met dubbel motorhuis en groot swembad.

Verkorte verkoopsvoorwaardes: 10% deposito van die koopprijs in kontant of tjek aanvaarbaar vir verkoper met die toeslaan van die bod. Balans van koopprijs by wyse van waarborge binne 30 dae na verkoping onderhewig aan bekragtiging binne sewe (7) dae.

Verdere navrae: Wright Bezuidenhout Afslaers BK, h/a Libra Afslaers, Reg. No. CK 96/06701/23. Tel. 953-3000/953-3008, Dalene Kruger of 083 282 8925, Giel Bezuidenhout; Posbus 2814, Krugersdorp, 1740. Faks (011) 953-2729, e pos adres: libraauction@mweb.co.za.

VAN VUUREN AUCTIONEERS**AUCTION OF A 1½ BEDROOM FLAT**

Duly instructed by the Trustee of the Insolvent Estate: **J. C. & L. Pelsner**, Master's Ref. T2658/00, we are selling the under-mentioned property by public auction on Monday, 19 March 2001 at 10:00.

Description: Unit 15, SS Juanita 83, known as 405 Juanita, 609 Church Street, Arcadia, measuring 70 m².

Terms: 10% Deposit, balance within 30 days.

Van Vuuren Auctioneers. Tel. (012) 362-1100.

VAN VUUREN AFSLAERS**VEILING VAN EENMANSWOONSTEL**

In opdrag van die Kurator van Insolvente Boedel **M. A. Mogadingwane**, Meestersverwysing T3472/98, verkoop ons die ondergenoemde eiendom per openbare veiling op Maandag, 26 Maart 2001 om 10:00.

Beskrywing van eiendom: Eenheid 40 van skema S. S. Jack Hill 121, bekend as Jack Hill 604, Andriesstraat 471, Pretoria, grootte 37 m².

Terme: 20% Deposito, balans binne 30 dae.

Van Vuuren Auctioneers. Tel. (012) 362-1100.

VAN VUUREN AUCTIONEERS**AUCTION OF A 2 BEDROOM FLAT**

Duly instructed by the Trustee of the Insolvent Estate: **M. J. & M. M. van der Westhuizen**, Master's Ref. T5256/99, we are selling the undermentioned property by public auction on Monday, 26 March 2001 at 11:00.

Description: Unit 20, SS Rustico 324, known as 5D Rustico, 291 President Burger Street, Pretoria West, measuring 80 m².

Terms: 20% Deposit, balance within 30 days.

Van Vuuren Auctioneers. Tel. (012) 362-1100.

VENDOR AFSLAERS**VEILING EIENDOM**

Opdragewer: Kurator - l/b: **W. H. B. & S. E. Robbette**, T5802/00, verkoop Venditor Afslalers per openbare veiling, 22 Maart 2001 om 11:00, Russtraat 392, Pretoria-Noord.

Beskrywing: Gedeelte 6 van Erf 1185, Pretoria-Noord, JR, Pretoria CC, Gauteng.

Verbeterings: 3-slk woning.

Betaling: 15% dep.

Inligting: (012) 404-9117.

PHIL MINNAAR AFSLAERS**BOEDEL WYLE: J. A. ELOFF**

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die persele, op 23/3/2001 om 11h00, Erf 575 & 491, Burgershoop, grootte ± 496 & 991 m² onderskeidelik, Reg. Afd IQ, Krugersdorp TLC, Gauteng.

Voorwaardes: 20% van verkoopprijs bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborgte binne dertig dae van bevestiging van verkoping.

Phil Minnaar Afslalers, Johannesburg. Tel. (011) 475-5133.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: J. A. VAN NIEKERK****MASTER'S REFERENCE No. T6705/2000**

Duly instructed by this Estate's Trustee, we will offer for sale by way of Public Auction, on site at Holding No. 29 Friedman Street, Lasiandra Agricultural Holdings, Vanderbijlpark, Gauteng Province, on Saturday, 24 March, 2001, commencing at 10:30 AM, a five bedroomed executive mansion with other improvements and facilities, close to the Vaal River and located on a two hectare small holding.

For further particulars and viewing contact the Auctioneer Park Village Auctions.

Telephone No. (011) 789-4375. Telefax No. (011) 789-4369. Website: <http://www.parkvillageauctions.co.za>) (e mail: ccarson@parkvillage.co.za.)

VAN VUUREN AFSLAERS

VEILING VAN 3 SLAAPKAMER DUPLEKS

In opdrag van die Kurator van insolvente boedel **A. R. Cowie**, Meesterverwysing T5508/00, verkoop ons die ondergenoemde eiendom met die toeslaan van die bod op Dinsdag, 27 Maart 2001 om 13:00.

Beskrywing van eiendom: Eenheid 65 van die Skema SS Azalea Court 379, bekend as Azalea Court 65, Cloverstraat 253, Centurion, grootte 88 m².

Terme: 20% deposito, balans binne 30 dae.

Van Vuuren Afslaers. [Tel. (012) 362-1100.]

INSOLVENT ESTATE OF RIA-LANI TRUST

(Master's Reference No. T6683/00)

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site at Sections 1, 7, 11, 19, 49, 50 & 51 "El Manor 1" and "El Manor 2", corner of Delius and Elgar Streets, SE Number 5 Vanderbijlpark, Gauteng Province, on Saturday, 24 March 2001, commencing at 11:30 am (at Section 1); seven superb two and three bedroomed sectional title units.

For further particulars and viewing contact the Auctioneer Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.] WEBSITE: <http://www.parkvillageauctions.co.za>). (e mail : ccarson@parkvillage.co.za).

HELENEVE INVESTMENTS CC (in liquidation)

(Master's Reference No. T6055/2000)

Duly instructed by this Estate's Liquidator, we will offer for sale by way of public auction, on site at 12 Stanhope Road, Malvern East, District of Germiston, Gauteng Province, on Tuesday, 20 March 2001, commencing at 10:30 am; a double storey industrial building off a factory/workshop premises and offices zoned Industrial 3.

For further particulars and viewing contact the Auctioneer Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.] WEBSITE: <http://www.parkvillageauctions.co.za>). (e mail : ccarson@parkvillage.co.za).

PARK VILLAGE AUCTIONEERS

INSOLVENT ESTATE: H. J. EGLING

(Master's Reference No. T7687/99)

INSOLVENT ESTATE: R. C. EGLING

(Master's Reference No. T7688/99)

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site at 23 Lilima Street, Sunninghill Extension 38, Sandton District, Gauteng Province, on Monday, 19 March 2001, commencing at 10:30 am; an immaculate three bedroomed and two bathroomed (M-E-S) family home with other improvements.

For further particulars and viewing contact the Auctioneer Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.] WEBSITE: <http://www.parkvillageauctions.co.za>). (e mail : ccarson@parkvillage.co.za).

PROPERTY MART SALES

Duly instructed by the Liquidator in the matter of **Epcon Construction (Pty) Ltd** (in liquidation) (Master's Ref. T5211/00), we shall sell the following property subject to maximum 7 days confirmation: Portion 9 of Erf 196, Morningside Ext. 14, measuring 163 square metres and better known as Unit 9, Princeville, situated in Kelvin Drive.

Viewing: Daily between 10h00 to 17h00.

Sale takes place at Unit 9, Princeville, Kelvin Drive, on Thursday, 22 March at 11h00.

Terms: 15% deposit at the drop of the hammer in cash or bank-guaranteed cheque. Balance payable against transfer but to be secured within 30 days of confirmation 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)

KOPANO AFSLAERS (EDMS) BPK

AFSLAERS-GESWORE WAARDEERDERS-TRANSPORT-STORING

INSOLVENTE BOEDEL VEILING

RUIM 2 SLAAPKAMER WOONSTEL IN TURFFONTEIN

Behoorlik gelas deur die Kurator in die Insolvente boedel van **H. J. & J. Potgieter**, Meestersverwysingsnommers T2358/00, sal ons die ondergenoemde eiendom by wyse van 'n publieke veiling verkoop aan die hoogste bieder, onderhewig aan 'n sewe dae bekrachtigingsperiode, op Maandag, 19 Maart 2001 om 14H00, Eenheid 1 van Skema Nommer 126, SS Mang Court, Kerkstraat, Turffontein.

Plek: W/s Nommer 1, SS Mang Court, Kerkstraat, Turffontein.

Verbeterings: Ingangsportaal, kombuis, sitkamer, eetkamer, 2 slaapkamers, badkamer.

Besigtiging: Enige tyd voor veiling. Maak asseblief afspraak met afslaer.

Voorwaardes: 10% deposito met toeslaan van die bod. Bankwaarborg vir balans binne 30 (dertig) dae na bekrachtiging van verkoping. Sewe (7) dae bekrachtigingstydperk.

Aanwysings: Skakel die afslaer.

Navrae: Gerhard Rossouw. [Tel. (012) 562-0385/7.] (Sel: 083 449 1001.) www.kopanoauctions.co.za

FREE STATE VRYSTAAT

HUGO & TERBLANCHE AFSLAERS

INSOLVENTE BOEDEL VEILING VAN WOONHUIS, NYWERHEIDSPERSEEL MET VERBETERINGS TE HENNINGMAN EN BAKKIE

In opdrag van die Kurator in die insolvente boedel **DJ Cawood**, sal ons per openbare veiling op Woensdag, 28 Maart om 15:00, te Totiusstraat 58, Henningman, die onderstaande bates te koop aanbied.

1. Erf 926, Henningman (Uitbreiding 2), distrik Ventersburg, provinsie Vrystaat, groot 1 031 vierkante meter.

Ligging: Hierdie eiendom is geleë te Totiusstraat 58, Henningman.

Verbeterings: Op die eiendom is 'n netjies gedeeltelike siersteen 3 slaapkamer woonhuis met ingangsportaal, sitkamer, eetkamer, drie slaapkamers met ingeboude kaste, badkamer met aparte toilet, kombuis en opwaskombuis. Daar is voorts 'n enkel motorhuis.

2. Erf 1099, Henningman (Uitbreiding 4) distrik Ventersburg, provinsie Vrystaat, groot 2 689 vierkante meter.

Ligging: Hierdie eiendom is geleë te die gebied Produkta, Henningman.

Verbeterings: Bestaan uit 'n nywerheidsgebou uit 2 kantore, badkamer, klein pakkamer en een groot werksoppervlakte. Die oppervlakte van die gebou is ongeveer 110 vk meter en is die konstruksie staalraamwerk met baksteenmure en sinkdak. Daar is voorts 'n verdere staalkonstruksie gebou met sinkmure en sinkdak met 'n oppervlakte van 112vk meter.

Bakkie: 1997 Toyota Hilux 2.4D.

Verkoopvoorwaardes:

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 bekrachtiging 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), Jan: 082 555 9084, Dirk: 083 409 7730, Anne-Marie: 083 269 3058, Kantoorure: 053 574 0552.

Hugo & Terblanche Afslaaers (Reg. No. CK95/00092/23), Posbus 8, Petrusburg, 9932, Tel. (053) 574-0002. Fax (053) 574-0192. *Eienaar:* HTA Afslaaers BK.

MPUMALANGA

KOPANO AFSLAERS (EDMS) BPK

INSOLVENTE BOEDEL VEILING—HAZYVIEW 108 HA PLAAS MET 'N VOLLEDIG TOEGERUSTE OORD MET WILD EN VOLOP WATER TE SANDFORD LODGE, HAZYVIEW, GOEDGEKEURDE ONDERVERDELING VAN 21 GEDEELTES

Behoorlik gelas deur die Kurator van insolvente boedel **SH le Grange**, Meestersverwysingsnommer T2838/2000, sal ons die ondergenoemde eiendomme by wyse van 'n publieke veiling verkoop aan die hoogste bieder, onderhewig aan 'n sewe (7) dae bekrachtigingsperiode, op Vrydag, 23 Maart 2001 om 12H00.

Sekere gedeeltes van die plaas Sandford, Hazyview distrik, Mpumalanga.

Plek: By Sandford Lodge, op die plaas Sandford, Hazyview distrik, vanaf Hazyview, draai regs op die Graskop Pad, 6km uit dorp aan die linkerkant van die pad.

Beskrywing: Toegepaste oord met 6 luukse slaapeenhede, huis met 7 slaapkamers en 2 badkamers, geleë op 108 ha boomryke grond, omhein met wildsheining, swembad, ontvangs, restaurant, kroeg.

Water & krag: Geskied deur middel van 2 boorgate waarvan 1 toegerus is en 1 dam.

Voorsiening: Eskom krag.

Wild: 'n Klein hoeveelheid wild word aangetref.

Grondverdeling: Die eiendom bestaan in totaal uit 108 ha waarvan die oord met verbeteringe 61.4 ha beslaan. Die restante 46.6 ha is onderverdeel in 21 gedeeltes wat wissel tussen 2.2 & 3 ha.

Besigtiging: Reël asseblief met afslaer.

Afslaaersnota: Hierdie is 'n gulde geleentheid om prima grond in hierdie gesogte area te bekom waar vele oorde reeds gevestig is.

Die eiendom is naby die Kruger Nasionale Park geleë.

Die eiendom word verkoop as 'n lopende saak. Alle meubels en ander items is by die verkoping ingesluit. Inventaris is op aanvraag beskikbaar.

Voorwaardes: 10% deposito met toeslaan van die bod. Bankwaarborg vir balans binne 30 (dertig) dae na bekrachtiging van verkoping. Sewe (7) dae bekrachtigingstydperk.

Aanwysings: Skakel die afslaer of volg die rigting aanwysings vanaf Hazy View.

Navrae: Gerhard Rossouw, Tel: (012) 562-0385/7, Sel: 083 449 1001. (www.kopanoauctions.co.za)

KOPANO AFSLAERS in samewerking met F. C. BENECKE AFSLAERS

PLAAS IMPLEMENTE, INSOLVENTE BOEDEL: JH ERASMUS T3509/00

Behoorlik gelas deur die likwidateur in die bogenoemde boedel, sal ons by wyse van publieke veiling, die volgende te koop aanbied op Dinsdag, 20 Maart 2001 om 11:00:

615 Fiat Trekker, kuilvoerkerwer "Kemper"; 4 ry mielieplanter "Monosem"; 10 Ton Massasleepwa "Feeds"; saadbedvoorbereider "Sanderum" 3,6m; 2 tand "Big Ox" skeurploeg; "Rovic" 3 Ton kalkstrooier; "Quki" 1kub. meter voorlaaigraaf vir trekker; 4m Delmas tipe tefsaaier.

Bogenoemde is onderhewig aan verandering sonder vooraf kennisgewing.

Bepalings: R1 000,00 terugbetaalbare deposito met registrasie, balans in kontant of bank gewaarborgde tjek. Verdere voorwaardes sal op dag van verkoping voorgelees word.

Besigtiging: Op die 16de & 19de Maart 2001, Senwes Koöperasie, Oberholzer.

Plek van veiling: Senwes Koöperasie, Oberholzer.

Navrae: Skakel Ilse Smit/Rassie Erasmus—(012) 562-0385/7. *Afslaaers:* Xen & Marco Dippenaar. www.kopanoauctions.co.za.

NORTH WEST NOORDWES

UBIQUE AFSLAERS

In opdrag van die Kurator in die Insolvente Boedel **PS Bam**, Nr. 5233/00, sal ons die bates verkoop te Mopaniiaan 8, Delareyville om 09h00 en te die plaas Jachtkraal, Delareyville om 10h00 op 20 Maart 2001.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (018) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123 (Posbus 208), Potchefstroom.

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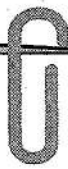
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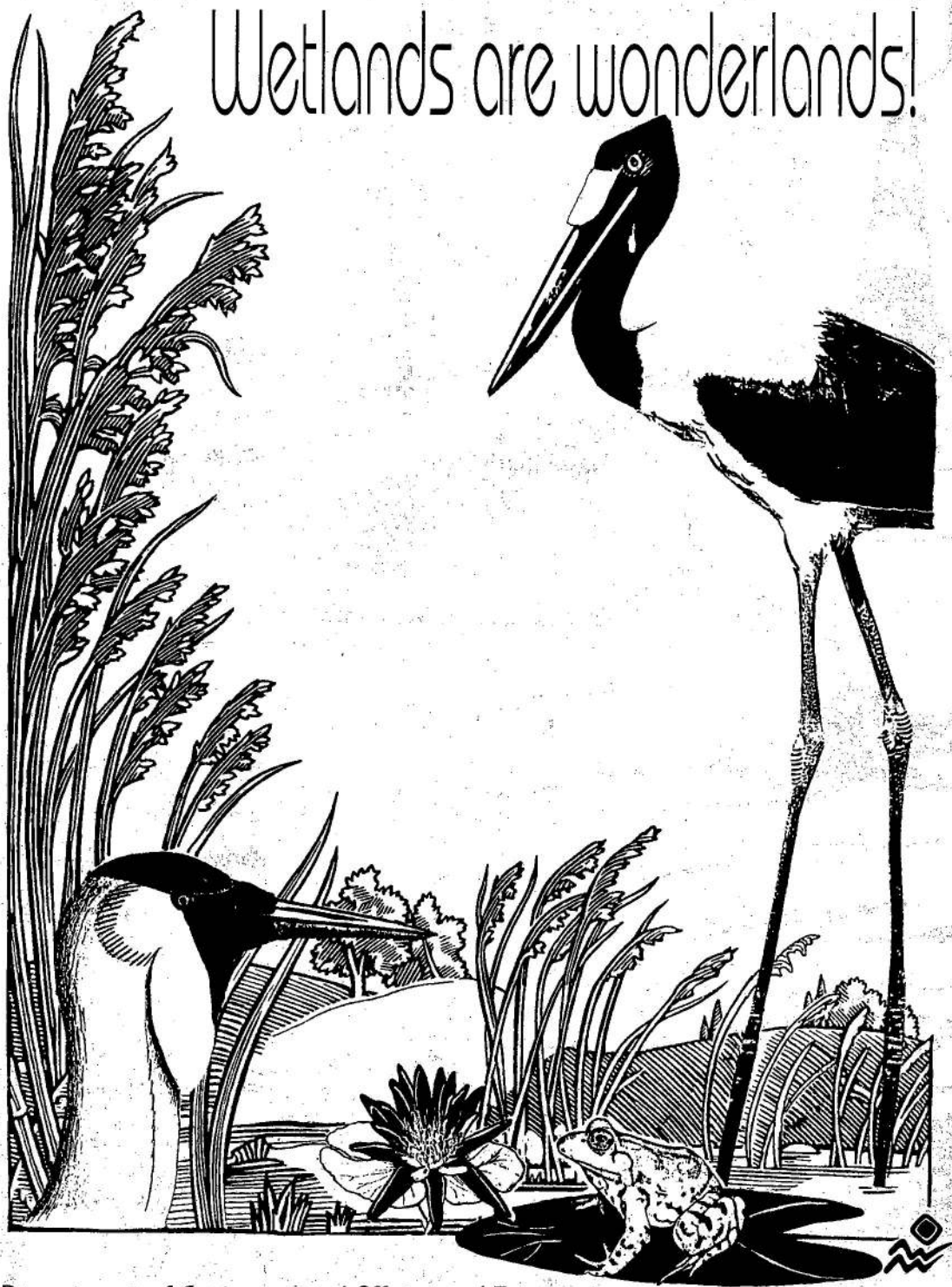
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