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No. 22147

**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. 13946/00

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

**In die saak tussen ANITA WARE, Eksekusieskuldeiser, en THEKUTHEKU GIDEON MKHABELA, 1ste Eksekusieskuldenaar, en MAHOMED ABRAHAM RAMONYE, 2de Eksekusieskuldenaar**

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Nelspruit op 6 November 2000 sal die onderstaande eiendomme om 10H00 op 25 April 2001 by die onderstaande adresse geregtelik verkoop word aan die hoogste bieder, naamlik:

1. Die eiendom wat verkoop word bestaan uit Erf 121, geleë in die dorpsgebied Emjindini, Registrasieafdeling JU, Provinsie Mpumalanga, bekend as Erf 121, Emjindini, Barberton.

*Beskrywing:* Groot 375 m<sup>2</sup>, gehou kragtens Akte van Transport TL18332/1986, Verbandhouer ABSA Bank (United).

2. Die eiendom wat verkoop word bestaan uit Erf 216, geleë in die dorpsgebied Emjindini, Registrasieafdeling JU, Provinsie Mpumalanga, bekend as Erf 216, Emjindini, Barberton.

*Beskrywing:* Groot 412 m<sup>2</sup>, gehou kragtens Akte van Transport TL32507/1986, Verbandhouer ABSA Bank (United).

*Verkoopsvoorwaardes:*

1. Die eiendomme sal voetstoots aan die hoogste bieder verkoop word sonder reserwe en die verkoping sal onderhewig wees aan die bepalings en reëls van die Landdroshof nr. 32 van 1944, soos gewysig.

2. Die verdere verkoopsvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju Barberton van Posbus 1103, Barberton 1300 met telefoonnommer 712-4896 asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Balju van die Hof.

Gedateer te Nelspruit op die 7de dag van Maart 2001.

A Swanepoel, vir Jackson & Swanepoel Prokureurs, Eiser se Prokureurs, Suite 19 1ste Vloer Nelcity, Paul Krugerstraat, Nelspruit. [Tel: (013) 752-4908.] (Docex: 33.) (Verw: Mev Swanepoel/jk.) (Lêernr: SW0031.)

Case No. 11679/97

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between GREAVER, PETULA DELIA, Execution Creditor, and GREAVER, ARTHUR DENNIS, Execution Debtor**

In the execution of the judgment of the High Court of South Africa, Transvaal Provincial Division in the abovementioned matter, a sale with a reserve price will be held of the undermentioned property by the Sheriff of the High Court, Barberton on Wednesday 28th of March 2001 at 10:00 at 18 Swartstraat, Barberton Extension 5 on the conditions read out by the auctioneer prior to the sale, which conditions of sale shall lie for inspection by interested parties at the office of the Sheriff of the High Court, Barberton, 22 Pilgrim Street, Barberton.

- (i) Erf No 2702 of Barberton Extension 5.
- (ii) Registration Division J U, the Province of Mpumalanga.
- (iii) Measuring in extent 317 square metres.
- (iv) Held by Deed of Transfer T104896/1994.
- (v) Subject to the Conditions contained therein.
- (vi) Situated at 18 Swartstraat, Barberton, Extension 5 and consisting of (not guaranteed), lounge, kitchen, 2 bedrooms, bathroom.

**2. Terms:**

2.1 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

2.2 Auctioneer charges, payable on the day of the sale, to be calculated as follows:

2.2.1 5% (five per centum) of 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):

2.2.2 Minimum charges R260,00 (two hundred and sixty rand).

Signed at Sandton on this the 15th day of March 2001.

Hofmeyr Herstein & Gihwala, Attorneys for Execution Creditor, 6 Sandown Valley Crescent, Sandown, Sandton, 2196; Private Bag X40, Benmore, 2010. [Tel: (011) 286-1157.] [Fax: (011) 286-1266/9.] (Ref: H Barnes.) c/o Sanet de Lange Attorneys, 935 Church Street, Arcadia, Pretoria; P O Box 4028, Pretoria, 0001. [Tel: (012) 342-5360.] [Fax: (012) 342-6707.]



Case No. 32100/2000

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and MNTUNGWA: RICHARD SIMAKANJANI, 1st Defendant, and MNTUNGWA: ZANDILE SANNAH, 2nd 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, Piet Retief, at the Magistrate's Court, Piet Retief on Friday, 30th March 2001 at 11h00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the Magistrate's Court, Piet Retief:

Erf 1758, Piet Retief Extension 7 Township, Registration Division HT, Province of Mpumalanga, measuring 1414 square metres.

Held by Virtue of Deed of Transfer No. T38648/99, known as 18 E C Meier Street, Piet Retief X7, Piet Retief.

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 living room, kitchen, 3 bedrooms, bathroom/toilet.

Dated at Pretoria on this the 22nd 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 HA6025.)

Case No. 32101/2000

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and MAGAGULA: DUMISILE ANGELINA, 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 Kabokweni Magistrate's Court on Monday, 2nd April 2001 at 10h00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the Sheriff, Nsikazi, Mr. Hassett-tel. 013 744 9161:

Erf 5753, Kanyamazane-A Township, Registration Division J.U., in the Province of Mpumalanga, measuring 310 square metres.

Held by Deed of Grant TG31133/1999.

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 this the 27th 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 HA6022.)

Case No. 32098/2000

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and KHUMALO: SIPHO MNUMZANE, 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 Kabokweni Magistrate's Court on Monday, 2nd April 2001 at 10h00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the Sheriff, Nsikazi, Mr. Hassett-tel. 013 744 9161:

Erf 496, Matsulu C Township, Registration Division J.U., Province of Mpumalanga, measuring 480 square metres.

Held by Deed of Grant TG377/88KN.

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 this the 27th 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 HA6023.)

Case No. 6685/00

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

**In the matter between FBC FIDELITY BANK LTD, Judgement Creditor, and S B MPILA, 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 14:00 at Erf 782, Tekwane South:

Erf 782, in the Township Tekwane South, Registration Division J.U., Mpumalanga, in extent 296 m<sup>2</sup>, held under Deed of Transfer T8134/99.

*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.) (Ref. VK/mn-F9/001-F0016/81.)

Case No. 6691/00

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

**In the matter between FBC FIDELITY BANK LTD, Judgement Creditor, and J E SHONGWE, 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 13:00 at Erf 628, Tekwane South:

Erf 628, in the Township Tekwane South, Registration Division J.U., Mpumalanga, in extent 438 m<sup>2</sup>, held under Deed of Transfer T84319/99.

*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 13th day of February 2001.

Kruger-Lourens Inc., Attorneys for Plaintiff, Proforum, 5 Van Rensburg Street, Nelspruit. (Tel. 752-3247.) (Ref. VK/mn-F10/001-F0016/80.)

Case No. 6688/00

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

**In the matter between FBC FIDELITY BANK LTD, Judgement Creditor, and T C BOTHA, First Judgment Debtor, and H C J BOTHA, Second 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 11:00 at Erf 1318, Kamagugu:

Erf 1318, in the Township Kamagugu, Registration Division J.T., Mpumalanga, in extent 497 m<sup>2</sup>, held under Deed of Transfer T134774/98.

*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 13th day of February 2001.

Kruger-Lourens Inc., Attorneys for Plaintiff, Proforum, 5 Van Rensburg Street, Nelspruit. (Tel. 752-3247.) (Ref. VK/mn-F11/001-F0016/79.)

Case No. 14259/99

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

**In the matter between FIRSTRAND BANK LIMITED (trading as *inter alia* FNB HOME LOANS), Plaintiff, and  
BAREND MATTHYS BEZUIDENHOUT, Defendant**

Sale in execution to be held at the Magistrate's Court, Dellville Street, Witbank, at 10H00 on the 30th March 2001 of:

*Certain:* Plot No. 6, Jackaroo Park, Witbank, Registration Division J.S., Province of Mpumalanga; measuring 3,1376 hectares; held under Deed of Transfer No. T21793/1997; the property is situated and known as Plot No. 6 situate in Jackaroo Agricultural Holdings.

The following improvements are reported to be on the property, but nothing is guaranteed:

Double storey dwelling consisting of brick/plaster walls, tile roof, entrance hall, 2 lounges, family room, 2 kitchens, 5 bedrooms, 2 studies, 4 bathrooms, shower, 4 wc's, walling. Detached from house: garage, 3 carports, servants quarters, bathroom and wc.

*Terms:* 10% in cash on day of the sale and the balance against Transfer to be secured by an approved guarantee to furnish within 21 (twenty one) days after the date of sale.

Conditions of sale can be inspected at the offices of the Sheriff, Witbank.

A. B. Foot, for Solomon Nicolson Rein & Verster Inc., S N R & V House, Cor Beckett & Church Streets, Arcadia, Pretoria. P O Box 645, Pretoria, 0001. (Ref: Mr Foot/CS/F7061.)

Case No. 4703/00

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

**In the matter between TEIXEIRA MANUEL JOAO, Plaintiff, and PEREIRA MARIA MAGDALENA, Defendant**

Pursuant to a judgment of the above Honourable Court dated 28th March 2000, and a Warrant of Execution dated 30 August 2000, the under-mentioned immovable property will be sold in execution by public auction to the highest bidder on the 28th March 2001 at 12h00 at the premises of the Sheriff, Standerton at Kerk Street 11, Standerton, Mpumalanga.

The immovable property is Erf 271, Stanfield Hill Township, Standerton, Registration Division I.S., Mpumalanga, a vacant stand measuring 7 209 m<sup>2</sup> and held under deed of transfer No. T47436/1988.

The conditions of sale may be inspected at the Office of the Sheriff, Standerton.

Dated at Johannesburg this 22nd day of February 2001.

R. Roxo Law Offices, 3rd Floor, East Tower, Bedford Centre, Smith Road, Bedfordview. [Tel. (011) 622-0960.] (Ref: Miss R. Moodley.)

To: The Registrar of the High Court, (WLD).

Saak No. 156/98

IN DIE LANDDROSHOF VIR DIE DISTRIK PELGRIMSRUS GEHOU TE GRASKOP

**In die saak tussen GRASKOP PLAASLIKE OORGANGSRAAD, Eiser, en ENGELA, C. A., Verweerder**

Ingevolge vonnis van bogemelde Agbare Hof en daaropvolgende lasbrief in eksekusie sal die onderstaande eiendom op Vrydag, 6 April 2001 om 09:00 deur die Balju in eksekusie verkoop word by die Landdroskantoor, Pelgrimsweg, Graskop, vir kontant aan die hoogste bieder:

Erwe 215 en 216, geleë in die dorp Graskop, Registrasie-afdeling KT, provinsie van Mpumalanga.



Die verkoping sal geskied onder die volgende voorwaardes:

- (a) Deposito van 10% van die koopprys op ondertekening van die koopkontrak.
  - (b) Balans van die koopprys teen registrasie van oordag welke bedrag verseker moet word by wyse van 'n bank- of bouverenigingwaarborg, gelewer te word binne 14 (veertien) dae na datum van verkoop.
  - (c) 'n Prys wat nie minder sal wees aan die uitstaande belastinge verskuldig by Graskop Plaaslike Oorgangsraad nie, is onderhewig aan goedkeuring van die Raad en/of Administrateur.
- Volledige voorwaardes kan geïnspekteer word by die kantoor van die Balju, Pelgrimsrus.

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## NORTHERN CAPE NOORD-KAAP

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Case No. 12154/99

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

**In the matter between ABSA BANK, Plaintiff, and FIONA KAREN JACOBS,  
Identiteitsnommer 6105300240018, Defendant**

In pursuance of a judgment granted on 11 Januarie 2000, in the Kimberley Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 12 April 2001 at 10:00, at the Magistrate's Court, Knight Street, Kimberley, to the highest bidder:

*Description:* Erf 6154, situated in the City and District of Kimberley, Province of the Northern Cape, measuring 672 (six hundred and seventy-two) square metres, held by Deed of Transfer No. T326/1986, better known as 4 Carnation Avenue, Square Hill Park, Kimberley.

*Improvements:* Dwelling house with "granny flat" and carport.

The conditions of sale which will be read prior to the sale, will be available for inspection at the offices of the Sheriff for the District of Kimberley and at the offices of the Plaintiff's attorneys, Van de Wall & Partners, Southey Street, Kimberley.

Dated at Kimberley on this 28th day of February 2001.

B. Honiball, for Van de Wall & Partners, Van de Wall Building, Southey Street, Kimberley [Tel. (053) 831-1041.]

Saak No. 4550/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK GORDONIA GEHOU TE UPINGTON

**In die saak tussen ABSA BANK BEPERK, Eiser, en MOGAMAT RASHAAD ADAMS, Verweerder**

Ingevolge 'n Vonnis gelewer op 31 Oktober 2000, in die Upington Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 4 April 2001 om 10h00, te die landdroskantore, geleë te Weidemanstraat, Upington, aan die hoogste bieder, met geen reserweprys.

*Beskrywing:* Geleë in die Munisipaliteit Upington, Afdeling Gordonia, groot seshonderd ses-en-veftig vierkante meter (656 vkm), gehou kragtens Akte van Transport No. T1312/1990.

*Straatadres:* Swartkopweg 14, Upington.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit groot saal, 2 toilette (perseel onder sinkdak).

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die Voorwaardes van Verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Vooruitstraat 11, Upington, 8801.

Gedateer te Upington op hierdie 22ste dag van Februarie 2001.

*Adres van Verweerder:* Mogamat Rashaad Adams, Erf 2693, Swartkopweg 14, Upington, synde gekose domicilium citandi et executandi.

Malan & Vennote, Eiser se Prokureurs, Schröderstraat 25, Upington, 8800; Posbus 27, Upington, 8800. [Tel. (054) 332-1127/8/9.] (Verw. Nel/as/A0022/81.)

Saak No. 4857/2000

## IN DIE LANDDROSHOF VIR DIE DISTRIK GORDONIA GEHOU TE UPINGTON

**In die saak tussen ABSA BANK BEPERK, Eiser, en HENRY CARSTENS, Verweerder**

Ingevolge 'n Vonnis gelewer op 28 November 2000, in die Upington Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 4 April 2001 om 11h00, te die landdroskantore geleë te Weidemanstraat, Upington, aan die hoogste bieder, met geen reserweprys:

**Beskrywing:** Erf 1408, Upington, geleë in die Upington Dorpsuitbreiding 15, Munisipaliteit Upington, Afdeling Gordonia, Provinsie Noord-Kaap, groot 843 (agthonderd drie-en-veertig) vierkante meter, gehou kragtens Akte van Transport No. T1359/1996.

**Straatadres:** Paul Krugerstraat 32, Upington.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 3 slaapkamers, kombuis, sitkamer, waskamer, badkamer, motorhuis.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die Voorwaardes van Verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Vooruitstraat 11, Upington.

Gedateer te Upington op hierdie 22ste dag van Februarie 2001.

Nel, W. P. vir Malan & Vennote, Eiser se Prokureur, Schroderstraat 25 (Posbus 27), Upington, 8800. [Tel. (054) 332-1127/8/9.] (Verw. Nel/as/A0022/84.)

Case No. 12305/2000

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

**In the matter between FIRSTRAND BANK LIMITED, Execution Creditor, and SUMAYA ESSOP, First Execution Debtor, and EBRAHIM ESSOP, Second Execution Debtor**

In pursuance of a Judgment in the Court of the Magistrate of Kimberley, and a Writ of Execution dated 9 January 2001, the undermentioned property will be sold in execution to the highest bidder in front of the Magistrate's Court, Kimberley, on Thursday, 5 April 2001 at 10h00:

**Certain:** Erf 106, situated, in the city and District of Kimberley, Northern Cape Province, measuring 1 471 square metres, held by Deed of Transfer No. T2/1993 (also known as 7 Mark Street, Kimberley).

The improvements consist of a single detached dwelling house with entrance hall, lounge, dining room, study, kitchen, 4 bedrooms, 2 bathrooms, 3 garages, servants' quarters, laundry room, separate bathroom, caravan port, swimming pool and but nothing is warranted.

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

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

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

Case No. 577/99

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and M. RADIKAE, First Defendant, and C. B. RADIKAE, Second Defendant**

In pursuance of a Judgment in the Court of the Magistrate of Kimberley and a Writ of Execution dated 8 February 1999 the undermentioned property will be sold in execution to the highest bidder in front of the Magistrate's Court, Kimberley on Thursday 29 March 2001 at 10h00:

**Certain:** Erf 12576, situate in the Municipality of the City of Kimberley, Northern Cape Province; measuring 560 square metres, held by Deed of Transfer T5518/1995 (also known as 6 Aasvoël Street, Kimberley).

The improvements consist of a single detached dwelling house with 3 bedrooms, bathroom, lounge and 2 other rooms but nothing is warranted.

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

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

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

Saak No. 109/2000

IN DIE LANDDROSKANTOOR VIR DIE DISTRIK VAN GORDONIA GEHOU TE GROBLERSHOOP

**In die saak tussen FIRSTRAND BANK BEPERK, Eksekusieskuldeiser, en mnr G. E. ENGELBRECHT,  
Eksekusieskuldenaar**

Ingevolge 'n Uitspraak van bogenoemde Agbare Hof en 'n Lasbrief vir Eksekusie en beslaglegging gedateer 17 Julie 2000 sal die ondergemelde eiendom in Eksekusie verkoop word op Donderdag die 22ste Maart 2001 om 10h00 voor die Landdroskantoor, Groblershoop deur die Balju van Upington aan die persoon wat die hoogste aanbod maak, naamlik:

*Sekere:* Erf 485, Boegoebergnedersetting, geleë in die Afdeling Kenhardt, Provinsie Noord-Kaap, groot 1,2848 (een komma twee agt vier agt) hektaar; gehou kragtens Transport No. T21442/1993.

*Verbande:* Nrs. B 49142/98 en B82035/1997 ten gunste van Eerste Nasionale Bank van Suidelike Afrika Beperk.

Op hierdie perseel is 'n goeie 5 slaapkamerhuis met sitkamer, eetkamer, kombuis, badkamer, koelkamer, motorhuis met aparte afdak, 3 watertenke rondom die huis, sementdam met 'n windpomp en water uit Boegoeberg se kanaal vir besproeiing. Daar is ongeveer 30 lemoenbome en 'n klein gedeelte wingerd.

Die eiendom is 15 kilometer vanaf Groblershoop op die Upington pad geleë.

Die Verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju te Upington en is die belangrikste voorwaardes daarin vervat, die volgende:

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

Gedateer te Upington op hierdie 22ste dag van Februarie 2001.

Lange Joubert Carr & Blaauw, Prokureurs vir Eksekusieskuldeiser, Posbus 6, Schoderstraat 26, Upington, 8800.

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## NORTHERN PROVINCE NOORDELIKE PROVINSIE

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Case No. 9124/98

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

**In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and M. J. LEHONG, Defendant**

In pursuance of a judgment in the Pietersburg Court, and Writ of Execution dated 5 March 1999, the following immovable property will be sold in execution on 11 April 2001 at 10h00, at the Sheriff's Office, 25 Mangaan Street, Superbia, Pietersburg, to the highest bidder:

*To wit:* Erf 176, Ivy Park, Township, better known as 36 Van Wyk Louw Street, Ivypark, Pietersburg, Registration LS, Northern Province, in extent 1 000 square metres, held by Title Deed No. T6256/1994.

Signed at Pietersburg on this 2nd day of March 2001.

P. Hamman, for Diamond, Hamman & Associates, P O Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref. P381/98.)



Saak No. 22/98

## IN DIE LANDDROSHOF VIR DIE DISTRIK MHALA GEHOU TE THULUMAHASHE

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en  
JACOB MTEMA MATHEBULA, Eksekusieskuldenaar**

Ten uitvoering van 'n Vonnis en 'n Lasbrief vir Eksekusie uitgereik in bogemelde Hof op 20 Mei 1998, sal die onderstaande eiendom geregtelik verkoop word te Balju Stoor, Industriële Area, Thulamahashe, op 24 April 2001 om 15h00, of so spoedig moontlik daarna, naamlik:

Erf 995B, Thulumahashe Distrik, Mhala, groot 620m<sup>2</sup>.

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 en badkamer met toilet, onderworpe aan die voorwaardes vermeld in die Titellakte van voormelde eiendom kragtens Deed of Grant 242/97.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshoweg, 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 die 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 Afslasers en/of die Balju van die Landdroshof, Mhala, ter insae lê.

Geteken te Nelspruit op hierdie 2de dag van Maart 2001.

Du Toit Smuts Prokureurs, h/v Rothery & Van Niekerkstrate, Posbus 4030, Nelspruit. (Verw. KDK/PS/U0773/1/U2/98.)

Aan: Die Klerk van die Hof, Thulumahashe.

Aan: Die Balju van die Landdroshof, Mhala.

Aan: Die Citisen, Johannesburg.

Aan: Die Staatskoerant, Pretoria.

Case No. 1747/99

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

**In the matter between GREATER LOUIS TRICHARDT TRANSITIONAL LOCAL COUNCIL, Plaintiff, and  
BRAN INVESTMENTS (PTY) LTD, Defendant**

In compliance with the judgment of the Magistrate's Court and the warrant of execution served on 19 December 2000, the undermentioned immovable property will be sold in execution on Wednesday, 2 May 2001 at 10h00, at the offices of the Sheriff, Soutpansberg, 111 Kruger Street, Louis Trichardt.

Right, title and interest in and to: Erf 2530, situated in the Township of Louis Trichardt, in the District of Soutpansberg, in extent 20 672 square metres.

The property is an industrial property and is improved with a railway siding. The purchaser must pay a deposit of 10% (ten per centum) of the purchase price, Sheriff's fees and arrear taxes and levies in cash on date of the sale. The balance is payable against registration of transfer and to be secured by 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 8th day of March 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 613.)

Case No. 4921/2000

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

**In the matter between ABSA BANK LIMITED, Judgment Creditor, and Mr M J NGOEPE, First Judgment Debtor, and  
Ms M L NGOEPE, Second Judgment Debtor**

In pursuance of a judgment granted on the 4th of October 2000 in the Pietersburg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on the 11th of April 2001 at 10h00, at the Sheriff's Office, 25 Mangaan Street, Superbia, Pietersburg, to the highest bidder:

Erf 1089, situated in the Township Nirvana Ext 3, Pietersburg/Polokwane Transitional Local Council, Registration Division LS, Northern Province, extent 481 (four hundred and eighty one) square metres.

*Property address:* 49 Khartoum Avenue, Nirvana, Pietersburg.

*Description (not guaranteed):* Lounge, kitchen, 3 bedrooms, 2 bathrooms and brick walls. *Floors:* Carpet/novilon.

Held by the Judgment Debtors in their names under Deed of Transfer No. T83735/1999.

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 percent) 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 bond holder, 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.

5. The sale shall not proceed unless the execution creditor or his representative is present at the sale.

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

Dated at Pietersburg this 5 March 2001.

Henstock Van den Heever, Judgment Creditor's Attorneys, Saambou Bank Building, 23 Jorissen Street, Pietersburg.  
(Ref. EVDH/ZA1501.)

**Saak No. 18686/2000**

**IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG**

**In die saak tussen ABSA BANK BEPERK, Eiser, en mnr ABRAHAM LUCAS SCHOLTZ, Eerste Verweerder, en me VIOLET BRIDGET TAYLOR, Tweede Verweerder**

Ingevolge 'n vonnis gelewer op 29 Januarie 2001, in die Pietersburg Landdroshof en 'n lasbrief vir eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 11 April 2001 om 10h00, te die Balju-kantoor, Mangaanstraat 25, Superbia, Pietersburg, aan die hoogste bieder:

Erf 31, geleë in die dorpsgebied Westenburg, Pietersburg/Polokwane Plaaslike Oorgangsraad, Registrasie Afdeling LS, Noordelike Provinsie, grootte 363 (drie honderd drie en sestig) vierkante meter.

*Eiendomsadres:* Jarablaan 27, Westenburg, Pietersburg.

*Beskrywing (nie gewaarborg):* Kombuis, sitkamer, 2 slaapkamers en badkamer.

Soos gehou deur die skuldenaar kragtens Akte van Transport Nommer T106442/1997.

1. Die verkoping sal onderhewig wees aan die voorwaardes van die Landdroshof Wet en die reëls gepaardgaande.
2. Die koper moet 10% van die koopprijs met 'n bankgewaarborgde tjek of met kontant betaal op die dag van die verkoping. Indien die koper finansiering ontvang vanaf 'n finansiële instansie, moet die koper binne 14 (veertien) dae vanaf die dag van die verkoping, geskrewe bewys lewer vanaf die genoemde finansiële instansie dat die koper kwalifiseer vir 'n lening. Die leningsbedrag mag nie minder wees as die koopbedrag.
3. Die koper sal aanspreeklik wees vir enige rente aan die eksekusieskuldeiser en aan die verbandhouer vanaf die koopdatum, tot datum van registrasie, soos uiteengesit in die verkoopvoorwaardes.
4. Oordrag sal gedoen word deur die skuldeiser of sy prokureur en die koper sal aanspreeklik wees vir alle oordragkoste, huidige erfbelasting en ander uitgawes nodig om die oordrag te finaliseer, op aanvraag by die genoemde prokureurs.
5. Die verkoping sal nie voortgaan tensy die skuldeiser of sy verteenwoordiger teenwoordig is nie.

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

Gedateer te Pietersburg op hede 5 Maart 2001.

Henstock, Van den Heever, Eiser se Prokureur, Saambou Bank Gebou, Jorissen Straat 23, Pietersburg, 0700.  
(Verw. EVDH/ZA1989.)

Saak No. 1996/97

## IN DIE LANDDROSHOF VIR DIE DISTRIK SOUTPANSBERG GEHOU TE LOUIS TRICHARDT

**In die saak tussen PLAASLIKE OORGANGSRAAD VIR GROTER LOUIS TRICHARDT, Eiser, en  
PHEEHA MOSES RALEPHENYA, Verweerder**

Ingevolge 'n vonnis gelewer op 01/09/1997, in die Louis Trichardt Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 2 Mei 2001 om 11h00, te Balju se kantore, Krugerstraat 111, Louis Trichardt, 0920, aan die hoogste bieder, met geen reserweprys:

**Beskrywing:** Erf 2, in die dorp Tshikota, Registrasie Afdeling L.S., Noordelike Provinsie, groot 620 (ses honderd en twintig) vierkante meter, en aangetoon op Algemene Plan No. A9802/1992 met Sertifikaat van Geregistreerde Titel No. T68387/94, gehou kragtens Akte van Transport T1187/96, onderhewig aan sodanige voorwaardes as in genoemde Akte vermeld is of na verwys word en spesiaal onderhewig aan die voorbehoud van minerale regte.

Die volgende inligting word aagegee, maar is nie gewaarborg nie:

Die eiendom bestaan uit: Woonhuis.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die landdroshof te Krugerstraat 111, Louis Trichardt, 0920.

Gedateer te Louis Trichardt op 5 Maart 2001.

Coxwell, Steyn, Vise & Naudé, Trichardtstraat 31, Louis Trichardt, 0920; Posbus 52, Louis Trichardt, 0920. [Tel. (015) 516-0116.] (Verwys. Mrs R Botha/cr/PB268-212.)

**Adres van Verweerder:** Iterelengstraat 625, Tshikota, Louis Trichardt.

Case No. 3108/00

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

**In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and A G A KALLA, Defendant**

In pursuance of a judgment in the Pietersburg Court and writ of execution dated 1 September 2000, the following immovable property will be sold in execution on the 11 April 2001 at 10h00, at the Sheriff's Office, 25 Mangan Street, Superbia, Pietersburg, to the highest bidder:

**To wit:** Portion 3 of Erf 327, Pietersburg Township, better known as 92 Onder Street, Pietersburg, Registration Division L.S., Northern Province, in extent 714 square metres, held by Title Deed T18976/1994.

Signed at Pietersburg on this 5th day of March 2001.

P Hamman, for Diamond, Hamman & Associates, P O Box 937, 13 Biccand Street, Pietersburg, 0699. (Ref. P503/97.)

Case No. 3111/00

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

**In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and ALAS INVESTMENTS CC, Defendant**

In pursuance of a judgment in the Pietersburg Court and writ of execution dated 1 September 2000, the following immovable property will be sold in execution on the 11 April 2001 at 10h00, at the Sheriff's Office, 25 Mangan Street, Superbia, Pietersburg, to the highest bidder:

**To wit:** Erf 6178, Pietersburg Extension 17, Township, better known as 67 Silikon Street, Pietersburg, Registration Division L.S., Northern Province, measuring 2 928 square metres, held by Title Deed T8197/1996.

Signed at Pietersburg on this 5th day of March 2001.

P Hamman, for Diamond, Hamman & Associates, P O Box 937, 13 Biccand Street, Pietersburg, 0699. (Ref. P52/98.)



Saak No. 4647/98

## IN DIE LANDDROSHOF VIR DIE DISTRIK SOUTPANSBERG GEHOU TE LOUIS TRICHARDT

**In die saak tussen PLAASLIKE OORGANGSRAAD VIR GROTER LOUIS TRICHARDT, Elser, en  
SOLLEY FANA MODILLANE, Verweerder**

Ingevolge 'n vonnis gelewer op 01/07/1996, in die Louis Trichardt Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 2 Mei 2001 om 11h00, te Balju se kantore, Krugerstraat 111, Louis Trichardt, 0920, aan die hoogste bieder, met geen reserweprys:

**Beskrywing:** Erf 384, in die dorp Tshikota, Registrasie Afdeling L.S., Noordelike Provinsie, groot 300 (drie honderd) vierkante meter, en aangetoon op Algemene Plan No. S.G. Nr. A9802/1992 en gehou kragtens Akte van Transport T68387/94, onderhewig aan sodanige voorwaarde as in genoemde Akte vermeld is of na verwys word, spesiaal onderhewig aan die voorbehoud van minerale regte.

Die volgende inligting word aagegee, maar is nie gewaarborg nie:

Die eiendom bestaan uit: Woonhuis.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die landdroshof te Krugerstraat 111, Louis Trichardt, 0920.

Gedateer te Louis Trichardt op 26 Februarie 2001.

Coxwell, Steyn, Vise & Naudé, Trichardtstraat 31, Louis Trichardt, 0920; Posbus 52, Louis Trichardt, 0920. [Tel. (015) 516-0116.] (Verwys. Mrs R Botha/cr/PB268-247.)

*Adres van Verweerder:* Erf 384, Tshikota, Louis Trichardt.

Saak No. 654/97

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

**In die saak tussen MERCANTILE BANK LIMITED, Eksekusieskuldeiser, en Z G MALULEKE, Eksekusieskuldenaar**

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Giyani gedateer 6 Februarie 1998 en 'n lasbrief vir eksekusie, sal die onderstaande eiendom om 13h00 op 5 April 2001 te Maroelastraat 35, Kremetart, Giyani, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 1075, geleë in die dorpsgebied Giyani-E, Registrasieafdeling Louis Trichardt, groot 495 (vier nege vyf) vierkante meter, gehou kragtens Grondbrief Nr TG22526/997GZ.

Die belangrikste voorwaardes van die verkoping is die volgende:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder aan die bepalings van die Wet op Landdroshowe, No. 32/1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

2.1 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 29% (nege en twintig persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een en twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde Bank- of Bougenootskapswaarborg.

3. Die volle verkoopsvoorwaardes wat deur die afslaer uitlees sal word onmiddellik voor die verkoping, kan gedurende kantoore by die kantoor van die Balju, Giyani nagesien word.

Gedateer te Giyani op die 13de dag van Februarie 2001.

R C Smith, vir Smith Prokureurs, Eiser se Prokureurs, 2de Vloer, Ou Mutualgebou, Hoofstraat, Giyani, 0826. [Tel. (015) 8122763/8124808.] (Verw. R C Smith/A Bezuidenhout.) Lêernr: MC 1651.)

Case No. 96/94

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

**In the matter between DESAI TRADING STORE, Plaintiff and NDHAMI TRADING STORE, Defendant**

In compliance with the Magistrate's Court judgment and the warrant of execution dated 6th day of December 2000 served on the 9th day of January 2001, the undermentioned immovable property will be sold in execution by the Sheriff on the 5th day of April 2001 at 13h00 in front of the Sheriff's Store, 35 Maroela Street, Kremetart, Giyani to the highest bidder:

Right, title and interest in and to: Residential Site No. Stand/House No. 2189, Waterval Township, also known as Erf 463 & 464, Waterval District, Hlanganani, the land measuring 958 (nine five eight) square metres and held by Deed of Grant Number TG27541/1997/GZ, as described on General Plan consisting of: Tavern consists of pool room, bar, thatched lapa outside, store room, spaza shop.

The conditions of sale are open for inspection at the offices of the Sheriff, Giyani, during office hours.

Saak No. 1907/99

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

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en  
TOMBOU FLORENCE MOLONGOANE, Eksekusieskuldenaar**

Ten uitvoer van 'n vonnis wat die Landdros van Seshego toegestaan het op 5 November 1999 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 10 April 2001 om 10h00 by die Baljukantoor, Fabriek No. 42, Seshego Industriële Park, Seshego, aan die hoogste bieder, naamlik:

Erf 717, in die dorpsgebied van Seshego-H distrik Seshego, Registrasie Afdeling L S Noordelike Provinsie, groot 450 (vier vyf nul) vierkante meter, gehou kragtens Grondbrief TG2004/92 LB.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Erf 717, Zone H Seshego, en bestaan uit kombuis, 2 slaapkamers, badkamer, toilet.

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 verkoopsvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopsvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju Landdroshof, Seshego, en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 28ste dag van Februarie 2001.

W A H Nel, vir Steytler Nel & Vennote, 1ste Vloer, Pionier Sentrum, Landdros Marestraat 52, Pietersburg. [Tel. (015) 295-9340.] (Faks 291-1749.) (Verw. mnr Nel/db/ANA 481.)

Case No: 20397/2000

PH 517

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between FBC FIDELITY BANK LTD, Plaintiff, and MC MILLAN'S LODGE PIETERSBURG UNIT 14 CC,  
First Defendant, SEBEI, DANIEL, Second Defendant, and SEBEI, MAREI, Third Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above action, a sale as a unit without a reserve price will be held by The Sheriff, Pietersburg, 25 Mangaan Street, Superbia, Pietersburg, on 4 April 2001 at 10H00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the office of the Sheriff, Pietersburg, 25 Mangaan Street, Superbia, Pietersburg.

Being Section 80, as shown and described on Sectional Plan No SS43/1999, in the scheme known as Mc Millan's Lodge, Pietersburg, in respect of the land and building or buildings situate at Portion 30 (a portion of Portion 1) of the farm Duvenage's Kraal 689, and an undivided share in the common property, local authority: Northern District Council, Registration Division LS, Northern Province, in extent 26 square metres, held by Deed of Transfer ST10696/1999.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Bedroom, bathroom, shower and toilet. *Zoning*: Residential.

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

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

Dated at Pretoria this 6th day of February 2001.

Bezuidenhout Van Zyl Inc., c/o Attorney R Swaak, 7th Floor, Burlan Offices, c/o Andries Street & Bureau Lane, Pretoria.

Case No: 20395/2000

PH 517

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between FBC FIDELITY BANK LTD, Plaintiff, and MC MILLAN'S LODGE PIETERSBURG UNIT 13 CC, First Defendant, SEBEL, DANIEL, Second Defendant, and SEBEL, MAREI, Third Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above action, a sale as a unit without a reserve price will be held by the Sheriff, Pietersburg, 25 Mangaan Street, Superbia, Pietersburg, on 4 April 2001 at 10H00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the office of the Sheriff, Pietersburg, 25 Mangaan Street, Superbia, Pietersburg.

*Being:* Section 79, as shown and described on Sectional Plan No. SS43/1999, in the scheme known as Mc Millan's Lodge, Pietersburg, in respect of the land and building or buildings situate at Portion 30 (a portion of Portion 1) of the farm Duvenage's Kraal 689 and an undivided share in the common property, local authority: Northern District Council, Registration Division LS, Northern Province, in extent 26 square metres, held by Deed of Transfer ST10695/1999.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Bedroom, bathroom, shower and toilet. *Zoning:* Residential.

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

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

Dated at Pretoria this 6th day of February 2001.

Bezuidenhout Van Zyl Inc., c/o Attorney R Swaak, 7th Floor, Burlan Offices, c/o Andries Street & Bureau Lane, Pretoria.

Saaknr: 8071/99

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen DELMAS MILLING DISTRIBUTORS (EDMS) BPK, Applikant, en JOHANNES THEODORUS MEIRING, ID: 4409035015006, Respondent**

'n Eksekusieverkoping van die ondergemelde onroerende eiendom word sonder reserwe gehou te: Die Baljukantoor, Rovancogebou 4, Palmlaan 20, Phalaborwa, op die 6de dag van April 2001 om 10h00:

Die Eksekusieskuldeiser, Balju en/of Eiser se Prokureurs gee geen waarborge ten opsigte van enige beskrywing en/of verbeterings.

*Eiendom:* Erf 917, Phalaborwa X1, groot 1 902 vierkante meter, gehou kragtens Akte van Transport Nommer T30855/90,

J J Wilkinson, vir A B Burger, Prokureurs vir Eiser, p/a Botha Willemsse & Wilkinson, Spuystraat 507, Sunnyside. (Verw: J Wilkinson/ks/49/99.)

Case No. 5432/99

PH 308

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and The Trustees for the time being of THE HARDEKOOL TRUST (Trust No. IT12232/96), First Defendant, SERVAAS WAHL PRINSLOO (Senior) (ID No. 4403125039000), Second Defendant, and SERVAAS WAHL PRINSLOO (Junior) (ID No. 6812295139002), Third Defendant**

In pursuance of a judgment granted on the 1st April 1999, in the above Honourable Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on the 2nd May 2001 at 10h00 by the Sheriff of the High Court, Soutpansberg, at the Sheriff's Office, at 111 Kruger Street, Louis Trichardt, to the highest bidder:

*Description:* An undivided half share in Portion 3 of the farm Rietsjoeck 205, Registration Division M.R., Northern Province, in extent 1269,7772 (one thousand two hundred and sixty nine comma seven seven seven two) hectares.



*Street address:* Known as an undivided half share in Portion 3 of the farm Rietsjoeck 205, Registration Division M.R., Northern Province.

*Zoning:* Agricultural land.

*Improvements:* The following information is given but nothing in this regard is guaranteed: The improvements on the property consist of the following: Property is situated next to the Magalakwena River and is approximately 45 km north west of Alldays, comprises *inter alia* of: 2 tin roof houses, tobacco store room, garage.

Held by the First Defendant in its name under Deed of Transfer No. T12098/1997.

The full conditions may be inspected at the offices of the Sheriff of the High Court, Soutpansberg, at 111 Kruger Street, Louis Trichardt.

Dated at Pretoria on this the 8th day of March 2001.

Newtons, Plaintiff's Attorneys, 16th Floor, Volkskas Centre, 230 Van der Walt Street, Pretoria. [Tel: (012) 320-6868/Telefax: (012) 320-6892.] (Ref. ZB0324/S Smit/jm.)

Case No. 27007/2000  
PH 517

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

**In the matter between FBC FIDELITY BANK LTD, Plaintiff, and MC MILLAN'S LODGE PIETERSBURG UNIT 82 CC,  
First Defendant, and MUYIMANE; SIPHIWE BARNARD, Second Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above action, a sale as a unit without a reserve price will be held by the Sheriff, Pietersburg, 25 Mangan Street, Superbia, Pietersburg, on 4 April 2001, at 10h00, of the undermentioned property of the Defendants on the Conditions to be read by the Auctioneer at the time of the sale, which Conditions will lie for inspection prior to the sale, at the office of the Sheriff, Pietersburg, 25 Mangan Street, Superbia, Pietersburg.

*Being:* Section 51, as shown and described on Sectional Plan No. SS43/1999, in the scheme known as McMillan's Lodge, Pietersburg, in respect of the land and building or buildings situate at Portion 30 (a portion of Portion 1) of the farm Duvenage's Kraal 689, and an undivided share in the common property.

*Local authority:* Northern District Council, Registration Division L.S., Northern Province, in extent 26 square metres, held by Deed of Transfer ST146477/98.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Bedroom, bathroom, shower and toilet. Zoning Residential.

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

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

Dated at Pretoria this 6th day of February 2001.

Bezuidenhout Van Zyl Inc., c/o Attorney R Swaak, 7th Floor, Burlan Offices, c/o Andries Street & Bureau Lane, Pretoria.

Case No. 27423/2000

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LTD, Plaintiff, and LOUIS HOUGH, 1st Defendant,  
and MARIA CATHERINA HOUGH, 2nd Defendant**

Notice of sale in execution is to be held at the Sheriff's Office, 25 Mangan Street, Pietersburg, at 10h00 on Wednesday, 4th of April 2001 of:

*Certain:* Erf 45, situated in the Township of Ivy Park, also known as 40 Marshall Street, Ivy Park, Pietersburg, Registration Division LS, Province of Northern Province, measuring 1 000 (one thousand) square metres, held by Deed of Transfer T131415/99.

No warranties are given with regard to the description, extent or improvements of the property: 2 living rooms, 3 bedrooms, 2 bathrooms, toilet, kitchen, garage.

A substantial Bond can be arranged for an approved Purchaser.

**Terms:** 10% in cash on day of the sale and the balance against Transfer to be secured by an approved guarantee to furnish within 21 (twenty one) days after the date of sale.

Conditions of Sale can be inspected at the office of the Sheriff, Pietersburg.

S W Hugo, for Solomon Nicolson Rein & Verster Inc, 748 Church Street, cnr Church and Beckett Street, Arcadia, Pretoria; P O Box 645, Pretoria, 0001. (Ref: Mr Hugo/ZLR/SB717.)

**Saak No. 4152/99**

IN DIE LANDDROSHOF VIR DIE DISTRIK SOUTPANSBERG GEHOU TE LOUIS TRICHARDT

**In die saak tussen ABSA BANK BEPERK, Eiser, en NKAPENG BOLDWIN MAHOSI, Verweerder**

Ter uitvoerlegging van 'n Vonnis van die Landdros vir die distrik Soutpansberg, toegestaan op 23 September 1999, en 'n Lasbrief vir Eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 4 April 2001 om 10:00, te Baljukantoor, Soutpansberg, Krugerstraat 111, Louis Trichardt, aan die hoogste bieder, naamlik:

Erf 5015, Louis Trichardt, Uitbreiding 8, Registrasie Afdeling L S, Noordelike Provinsie, groot 400 (vier honderd) vierkante meter, gehou kragtens Akte van Transport T124976/1998.

Die eiendom is verbeter met die volgende verbeterings, maar word geen verbeterings gewaarborg nie: Woonhuis.

**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 verkoopsvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde Bank- of Bougenootskapswaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopsvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Landdroshof, Louis Trichardt, en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Louis Trichardt op hede die 13de dag van Februarie 2001.

Booyens Du Preez & Boshoff Ing., Landdrosiaan 28B, Posbus 1305, Louis Trichardt, 0920. [Tel: (015) 516-1404/5.] (Verw: S Booyens/MH/A 83.)

**Case No. 3107/2000**

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

**In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and ALAS INVESTMENTS CC, Defendant**

In pursuance of a judgment in the Pietersburg Court, and Writ of Execution dated 1 September 2000, the following immovable property will be sold in execution on the 11 April 2001 at 10h00, at the Sheriff's Office, 25 Mangaan Street, Superbia, Pietersburg, to the highest bidder:

**To wit:** Erf 2096, Pietersburg Extension 8, Township, better known as 64 Goud Street, Pietersburg, Registration Division L.S., Northern Province, measuring 6 167 square metres, held by Title Deed T105536/1996.

Signed at Pietersburg on this 5th day of March 2001.

P Hamman, for Diamond, Hamman & Associates, P O Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: P403/97.)

**Case No. 31974/2000**

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED (formerly NEDPERM BANK LIMITED), Plaintiff, and RADIEPU JOHANNES MOABI, ID. 4208135251085, 1st Defendant, and NKIKANA MIGGER MOABI, ID. 5-4185928-6, 2nd Defendant**

A sale in Execution of the undermentioned property is to be held without reserve the Magistrate's Court, Van Emmeren Street, Nylstroom on the 5th day of April 2001 at 11H00.

Full conditions of sale can be inspected at the Offices of the Sheriff of the Supreme Court, Nylstroom, 50 Leyds Street, Nylstroom 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 1012, situated in the Town Phagameng Ext 1, Registration Division K R, Transvaal, measuring 338 square metres.

**Improvements:** 3 bedrooms, bathroom, kitchen, living-room.

Hack Stupel & Ross, Attorneys for the Plaintiff, P O Box 2000, Pretoria. [Tel: (012) 325-4185.] (Reference: Du Plooy/ELR/GT7091.)

**Case No. 6837/2000  
PH 308**

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ERNEST JOEL HELM t/a CARPE DIEM NURSERY, Defendant**

In pursuance of a Judgment granted on the 5th May 2000, in the above Honourable Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on the 5th April 2001 at 10H00 by the Sheriff of the High Court, Letaba, at the Farm Carpe Diem, Trichardtsdal (Directions from Tzaneen:—

Take the Lydenburg Road, then take the Trichardtsdal turnoff (approx. 40 km from Tzaneen). In Trichardtsdal, turn left on the Lydenburg Road, follow Jack Klaff posters, to the highest bidder:

**Description:** Portion 9 (Carpe Diem) of the Farm Lofdal 42, Registration Division K.T., Northern Province, in extent measuring 229,2703 (two hundred and twenty nine point two seven zero three) hectares.

**Street address:** Known as Portion 9 (Carpe Diem) of the Farm Lofdal 42, Registration Division K.T., Northern Province.

**Zoned:** Agricultural Land.

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

The improvements on the property consist of the following: *Main dwelling comprising inter alia:* House with a beautiful garden. *Outbuildings comprising inter alia:* 5 storerooms, workshops, storeroom for tomatoes, mangoes etc., 9 hothouses (± 4 hectares in total), fibreglass house, kusec water delivered in toul canal, number of equipped boreholes, 4 ground dams, 3 cement dams, 6 pump systems, ± 30 hectares of land with mango trees partially irrigated with micro irrigation, litchie and avocado pear trees, covered by micro-irrigation.

Held by the Defendant in his name under Deed of Grant No. T89536/96.

The full conditions may be inspected at the offices of the Sheriff of the High Court, Letaba, at 50 Boundary Road, Tzaneen.

Dated at Pretoria on this the 12th day of March 2001.

Newtons, Plaintiff's Attorneys, 16th Floor, Volkskas Centre, 230 Van der Walt Street, Pretoria. [Tel: (012) 320-6868.] [Telefax: (012) 320-6892.] (Ref: ZB1033/S Smit/jm.)

**Saak No. 3361/2000**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN LETABA GEHOU TE TZANEEN

**In die saak tussen POCHELLO BELLEGGINGS t/a ICKINGER'S, Eiser, en GEZANI JOHN MABASA, Verweerder**

Geliewe kennis te neem dat voortspruitende uit 'n Lasbrief uitgereik deur die Klerk van die Hof, en beslaglegging gemaak deur die Geregsbode op die 12de dag van September 2000 sal die volgende artikels per openbare veiling vir kontant aan die hoogste bieder verkoop word op die 11de dag van Mei 2001 om 10:00 te Landdroskantoor, Morganstraat, Tzaneen:

Erf 1398, Tzaneen X13.

Bankgewaarborgde tjeks of kontant.

Aan: Die Klerk van die Hof, Tzaneen.

Geteken te Tzaneen hierdie 9de dag van Maart 2001.

Ook te: Kantoor 14B, MJP Sentrum, Malamulele Pad, Giyani.

Johan Steyn Prokureur, Elita Woonstelle No 1, h/v Agatha- en Shortstraat, Posbus 1363, Tzaneen, 0850. [Tel: (015) 307-5792.] (Verw: J Steyn/de/8178.)



Saak No. 17718/2000

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en THELMA KHATAZA MACHIMANA, Verweerder**

Ter uitvoering van 'n vonnis van die Landdros van Pietersburg toegestaan op die 10de Januarie 2001 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Donderdag, 5 April 2001 om 13h00, by die perseel van die Balju, Maroelastraat 35, Kremetart, Giyani, aan die hoogste bieder, naamlik:

Erf 987, in die dorpsgebied Giyani-E, Registrasie Afdeling LT, Noordelike Provinsie, groot 450 (vierhonderd en vyftig) vierkante meter, gehou kragtens Grondbrief TG135231/99, ook bekend as Huis Nr. 987, Giyani-E Dorpsgebied, Giyani.

**Terme:** 10% 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 bouvereniging waarborg binne veertien (14) dae vanaf datum van die verkoping. Volledige besonderhede van die verkoopvoorwaardes is ter insae by die perseel van die Balju, te Maroelastraat 35, Kremetart, Giyani en kan te enige tyd gedurende kantoorure geïnspekteer word.

Die eiendom is soos volg verbeter, maar word niks gewaarborg nie, naamlik:

Woonhuis met teëldak bestaande uit 3 slaapkamers, sitkamer, kombuis, badkamer met toilet.

'n Aansienlike banklening kan gereël word vir 'n goedgekeurde koper.

Geteken te Pietersburg op die 7de dag van Maart 2001.

J A van der Walt, vir Niland & Pretorius Ing., Albatrossentrum 2, Markstraat 21, Pietersburg.

Saak No. 4505/2000

## IN DIE LANDDROSHOF VIR DIE DISTRIK SOUTPANSBERG GEHOU TE LOUIS TRICHARDT

**In die saak tussen AFRICAN BANK LIMITED, Eiser, en SEILA AGNES MAFELA, Verweerder**

Ter uitwinning van 'n vonnis van die Landdroshof Louis Trichardt, sal 'n verkoping gehou word te die kantore van die Balju, Tshitale, Vleifontein, op 20 April 2001 om 10h00, van die onderstaande eiendom onderworpe aan al die voorwaardes wat deur die vendusie-afslaer gelees sal word tydens die verkoping, welke voorwaardes by die kantoor van die Balju voor die verkoping geïnspekteer kan word:

(1043, Vleifontein), Erf 1043, Ha-Tshikota-A, Registrasie Afdeling LP, Noordelike Provinsie, groot 690,00 vierkante meter, gehou kragtens Grondbrief TG3657/1997VN.

Die volgende inligting word verskaf in die verband met verbeterings, maar hierdie eiendomsbeskrywing word egter geensins gewaarborg nie:

Woonhuis bestaande uit 2 slaapkamers, 2 sitkamer, kombuis, badkamer en toilet.

**Terme:** Tien persent (10%) van die koopprijs en 5% afslaersgelde op die eerste R30 000,00, en 3% daarna in kontant, plus BTW, op die datum van verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne veertien (14) dae vanaf datum van verkoping verskaf word.

Geteken te Louis Trichardt op hierdie 12de dag van Maart 2001.

Dr S Rudolph, vir Van Heerden & Rudolph, Devenishstraat 24, Louis Trichardt. [Tel. (015) 516-0164.] (Verw. Dr S Rudolph/ylr/10745.)

Case No. 8974/2000

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

**In the matter between ABSA BANK LIMITED, Judgment Creditor, and MR M. H. LEDWABA, First Judgment Debtor, and MS A. M. LEDWABA, Second Judgment Debtor**

In pursuance of a judgment granted on the 1st of August 2000 in the Pietersburg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on the 4th of April 2001 at 10h00 at the Sheriff's Office, 25 Mangaan Street, Superbia, Pietersburg to the highest bidder:

Portion 1 of Erf 328, Pietersburg Township, Registration Division LS, Northern Province, in extent 714 (seven hundred and fourteen) square metres. *Property address:* 89 Boom Street, Pietersburg.

**Description (not guaranteed):** Ground floor (281 m<sup>2</sup>) bottle store with storage area, cold room and single wc. Lounge, bar, store, set of wc's and kitchen. Entrance to the main complex is security controlled by way of security gates and 12 parking bays are provided at the rear of complex. Steel staircase on northern side of the building leads to the 1st Floor, which also has a lounge, bar and patron toilets.

Held by the Judgment Debtors in their names under Deed of Transfer No. T42579/1997.

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 percent) 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 date 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.
  5. The sale shall not proceed, unless the Plaintiff or his representative is present at the sale.
- The full conditions may be inspected at the offices of the Sheriff of the Pietersburg Magistrate's Court.
- Dated at Pietersburg this 30 January 2001.

Henstock Van den Heever, Judgment Creditor's Attorneys, Saambou Bank Building, 23 Jorissen Street, Pietersburg.  
(Ref: EVDH/ZA1625.)

Saak No. 419/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE NABOOMSPRUIT

In die saak tussen **EERSTE NASIONALE BANK, 'N DIVISIE VAN FIRST RAND BANK BPK, Eiser en ATSA TRUST,**  
**Verweerder**

Ingevolge 'n Vonnis gelewer op 2 Oktober 2000, in die Naboomspruit Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 5 April 2001 om 10H00 te Landdroskantoor, 5de Straat, Naboomspruit, aan die hoogste bieder:

**Beskrywing:** Gedeelte 33 van die plaas Columbia 349, Registrasie Afdeling KR, Noordelike Provinsie, groot 8,5653 hektaar.

**Verbeterings:** Eetkamer, sitkamer, 4 slaapkamers, studeerkamer, TV-kamer, badkamer, kombuis, opwas, spens, 2 toilette, buite toilet, 4 motorhuise, sinkdak, draad omheining, swembad en rondawel.

Soos gehou deur die skuldenaar kragtens Akte van Transport nommer T101589/96.

1. Die verkoping sal onderhewig wees aan die voorwaardes van die Landdroshof Wet en die Reëls gepaardgaande.
2. Die koper moet die koopprys met 'n bankgewaarborgde tjek of met kontant betaal op die dag van verkoping. Indien die koper finansiering ontvang vanaf 'n finansiële instansie, moet die koper op die dag van verkoping, geskrewe bewys lewer vanaf die genoemde finansiële instansie dat die koper kwalifiseer vir 'n lening. Die lenings bedrag mag nie minder wees as die koopbedrag.
3. Die koper sal aanspreeklik wees vir enige rente aan die eksekusieskuldeiser en aan die verband houder vanaf die koop datum, tot datum van registrasie, soos uiteengesit in die verkoopsvoorwaardes.
4. Oordrag sal gedoen word deur die Skuldeiser of sy prokureur en die koper sal aanspreeklik wees vir alle oordragkoste, huidige erf belasting, en ander uitgawes nodig om die oordrag te finaliseer, op aanvraag by genoemde prokureurs.

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

Gedateer te Naboomspruit hede 21 Februarie 2001.

Theron Wessels & Vennote Ing., Eiser se Prokureur, Louis Trichardtlaan, Naboomspruit, 0560. (Verw: C 06367.)

Case No. 2087/99

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

In the matter between **PIETERSBURG POLOKWANE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and**  
**PHALA TLHABANELA RICHARD, Defendant**

In pursuance of a judgement 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 L S Northern Province, by extent 305.0000 sq metres, 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. 2175/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

**In the matter between PIETERSBURG POLOKWANE PLAASLIKE OORGANGSRAAD, Plaintiff, and  
MOSHATO ROSINAH MORUKHULADI, Defendant**

In pursuance of a judgement in the Seshego Court and Writ of Execution dated 4 February 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 452, Seshego-E Township, Registration Division L S Northern Province, by extent 371 sq metres, 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, PO Box 3951, Pietersburg. [Tel. (015) 295-6414.]  
(Ref: D Myburgh/DJ/P918/99.)

Case No. 1690/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

**In the matter between PIETERSBURG POLOKWANE PLAASLIKE OORGANGSRAAD, Plaintiff, and  
CHUENE EDWARD MASHALANE, Defendant**

In pursuance of a judgement in the Seshego Court and Writ of Execution dated 12 July 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 8201, Seshego-G Township, Registration Division L S Northern Province, by extent 457 sq metres, 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, for Dewald Myburgh Attorneys, 17A Biccard Street, PO Box 3951, Pietersburg. [Tel. (015) 295-6414.]  
(Ref: D Myburgh/DJ/P690/99.)

Case No. 2379/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

**In the matter between PIETERSBURG POLOKWANE PLAASLIKE OORGANGSRAAD, Plaintiff, and  
MONGADI JACOB CHUENE, Defendant**

In pursuance of a judgement in the Seshego Court and Writ of Execution dated 28 July 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 8114, Seshego-F Township, Registration Division L S Northern Province, by extent 900 sq metres, 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, PO Box 3951, Pietersburg. [Tel. (015) 295-6414.]  
(Ref: D Myburgh/DJ/P784/99.)

Case No. 1763/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

**In the matter between PIETERSBURG POLOKWANE PLAASLIKE OORGANGSRAAD, Plaintiff, and  
JONAS MABOTSANA MATHABATHA, Defendant**

In pursuance of a judgement in the Seshego Court and Writ of Execution dated 22 March 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 8061, Seshego-F Township, Registration Division L S Northern Province, by extent 735 sq metres, 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, PO Box 3951, Pietersburg. [Tel. (015) 295-6414.]  
(Ref: D Myburgh/DJ/P784/99.)



Case No. 362/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

**In the matter between PIETERSBURG POLOKWANE PLAASLIKE OORGANGSRAAD, Plaintiff, and  
LESIBA PETER SEBOTHOMA, Defendant**

In pursuance of a judgement in the Seshego Court and Writ of Execution dated 22 March 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 8099, Seshego-F Township, Registration Division L S Northern Province, by extent 750 sq metres, 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 Biccarr Street, PO Box 3951, Pietersburg. [Tel. (015) 295-6414.]  
(Ref: D Myburgh/DJ/P514/99.)

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 judgement in the Seshego 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 L S Northern Province, by extent 1880.0000 sq metres, 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 Dewald Myburgh Attorneys, 17A Biccarr Street, PO Box 3951, Pietersburg. [Tel. (015) 295-6414.]  
(Ref: D Myburgh/DJ/P384/99.)

Case No. 2126/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

**In the matter between PIETERSBURG POLOKWANE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and  
JOHANNA MMATJATJIE TSHABALALA, Defendant**

In pursuance of a judgement in the Seshego Court and Writ of Execution dated 4 February 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 513, Seshego-E Township, Registration Division L S Northern Province, by extent 371.0000 sq metres, 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 Biccarr Street, PO Box 3951, Pietersburg. [Tel. (015) 295-6414.]  
(Ref: D Myburgh/DJ/P870/99.)

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## NORTH WEST NOORDWES

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Case No. 8223/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BAFOKENG HELD AT THLABANE

**In the matter between FBC FIDELITY BANK LTD, Execution Creditor, and CHINKY JOHANNES TSHONOPE  
(ID: 6401075964084), Execution Debtor**

Pursuant to a judgment of the Magistrate's Court for the district of Bafokeng and Warrant of Execution dated 07/12/2000, the undermentioned property will be sold in execution to the highest bidder, on the 30 March 2001 at 10:00 in front of the Magistrate's Offices, Bafokeng, namely:

Site 1079, in the township of Monnakato, Registration Division JQ, North West Province, known as Site 1079, Monnakato, District Bafokeng, measuring 929 (nine hundred and twenty nine) square metres, held by Deed of Grant TG921/88, Bond Holder: FBC Fidelity Bank Limited, BG95893/98.

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 Bafokeng and the Clerk of the Court Bafokeng.

The most important conditions contained therein are:

The purchase prices 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 6th day of March 2001.

Bonthuys Bezuidenhout Inc., 28 Kruis Street, Rustenburg. (Ref: Mrs Bezuidenhout/Cindi Campbell/RCF051.)

**Saak No. 25039/2001**

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

**In die saak tussen I MOKGATLE, Eksekusieskuldeiser, en THE DISTRICT COUNCIL OF RUSTENBURG, Eerste Eksekusieskuldenaar, en AFRICAN NATIONAL CONGRESS, Tweede Eksekusieskuldenaar**

Ten uitvoerlegging van 'n Vonnis van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling, en Lasbrief vir Eksekusie gedateer 7 Maart 2001, sal ondervermelde goedere om 10h00 op 20 April 2001 per publieke veiling te die perseel Rustenburg Distriksraad, h/v Plein- en Burgerstrate, Rustenburg deur die Balju van die Hooggeregshof, Rustenburg aan die hoogste bieder vir kontant verkoop word, naamlik:

Silver Camry outomaties—Reg. No. CDS 690 NW, Wit Camry handrat—Reg. No. CDV 108 NW, Isuzu dubbelkajuit 4x2 diesel—Reg. No. CFG 231 NW, Datsun bakkie 1400—Reg. No. BFH 909 NW, Toyota Corolla—Reg. No. DFK 369 NW, Toyota Corolla—Reg. No. DKH 403 NW, Nissan Sentra—Reg. No. DFH 756 NW.

Gedateer te Rustenburg op hede die 9de dag van Maart 2001.

Leonard Scholtz Prokureurs, Magaliesberg Kantoorblok, h/v Kerk- en Heystekstrate, Rustenburg, 0299. [Tel: (014) 592-7117.] [Verw: Mnr Leonard/es/M272/(ah).]

**Saak No. 2885/2001**

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

**In die saak tussen FIRSTRAND BANK LTD (formerly FIRST NATIONAL BANK OF SA LTD), Eiser, en CHRISTIAN KHOTSHOBE, Eerste Verweerder, en NOMNCEDISO PORTIA KHOTSHOBE, Tweede 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 Verweerders deur die Balju in Eksekusie verkoop word op 6 April 2001 om 10H00:

Erf 9545, geleë in die dorpsgebied van Boitekong X3, Registrasie Afdeling JQ, Noordwes, grootte 273 vierkante meter, gehou kragtens Akte van Transport Nr: TE27909/95. (Die eiendom is ook beter bekend as 9545 Tshetlosstraat, Boitekong X3).

**Plek van verkoping:** Die verkoping sal plaasvind te Landdroskantoor, Rustenburg, h/v Klopper & Van Stadenstrate, Rustenburg.

**Verbeterings:** Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis, bestaande uit sitkamer, kombuis, 3 slaapkamers, badkamer en toilet.

**Zonering:** Residensieel.

**Verkoopsvoorwaardes:** Die verkoopsvoorwaardes lê ter insae te die kantore van die Balju by 2de Vloer, Biblio Plaza, Van Stadenstraat, 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: V D Burg/lvdw/F1634/B1.)

Case No. 24454/00

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

**In the matter between FBC FIDELITY BANK LIMITED (under CURATORSHIP), Execution Creditor, and  
BAKOLOPANG JOHN MOTHUPI, Execution Debtor**

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Deputy Sheriff for the High Court of South Africa (Bophuthatswana Provincial Division), at the Magistrate's Office, General Delarey Street, Delareyville, on the 5th day of April 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, Delareyville:

**Address:** Portion 33 of Erf 284, Delareyville, Registration Division IQ, Province North West, extent 784 (seven hundred and eighty four) sq. mt., held in terms of Deed of Transfer No. 107722/98.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A brick dwelling consisting of living room, kitchen, 2 bedrooms and 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 a price of R30 000,00 and thereafter 3% (three percent) provided that the minimum amount payable shall be R300,00 and the maximum amount R7 000,00.

Dated at Mafikeng on this the 1st day of March 2001.

Van Onselen & Van Rooyen Inc., Execution Creditor's Attorneys, 9 Proctor Avenue, Mafikeng. (Ref. JVO/ack/JF80/00.)

Case No. 530/00

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

**In the matter between FBC FIDELITY BANK LIMITED (under CURATORSHIP), Execution Creditor, and  
MOATLHODI ERASMUS DIRE, Execution Debtor**

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Deputy Sheriff for the High Court of South Africa (Bophuthatswana Provincial Division), at the office of the Sheriff, next to Total Garage, Itsoeng, on the 6th day of April 2001 at 11h00, 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, Itsoeng:

**Address:** Site 4234, Zone 3, Itsoeng, District Ditsobotla, extent 540 (five hundred and forty) sq. mt., held in terms of Deed of Grant No. 4777/90.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A brick dwelling consisting of diningroom, kitchen, 2 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 000,00 and thereafter 3% (three percent) provided that the minimum amount payable shall be R300,00 and the maximum amount R7 000,00.

Dated at Mafikeng on this the 15th day of February 2001.

Van Onselen & Van Rooyen Inc., Execution Creditor's Attorneys, 9 Proctor Avenue, Mafikeng, 2745. (Ref. JVO/ack/JF82/00.)

Case No. 555/00

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

**In the matter between FBC FIDELITY BANK LIMITED (under CURATORSHIP), Execution Creditor, and  
SERAME JAMES SEHUME, Execution Debtor**

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Deputy Sheriff for the High Court of South Africa (Bophuthatswana Provincial Division), at the office of the Sheriff, next to Total Garage, Itsoeng, on the 6th day of April 2001 at 11h00, 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, Itsoeng:



*Address:* Site 2746, Zone 2, Itsoseng, District Ditsobotla, extent 450 (four hundred and fifty) sq. mt., held in terms of Deed of Grant No. 5434/90.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A brick dwelling consisting of diningroom, kitchen, 2 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 000,00 and thereafter 3% (three percent) provided that the minimum amount payable shall be R300,00 and the maximum amount R7 000,00.

Dated at Mafikeng on this the 15th day of February 2001.

Van Onselen & Van Rooyen Inc., Execution Creditor's Attorneys, 9 Proctor Avenue, Mafikeng, 2745. (Ref. JVO/ack/JF95/00.)

Case No. 605/97

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

**In the matter between THE STANDARD BANK OF SA LTD, Plaintiff, and DINEO CHARLES LESHOPPE, Defendant**

1. The undermentioned property will be sold, without reserve price, on 6 April 2001 at 14:00 at the property at Site 406, Unit 1 Township Mothibistat District Kudumane in execution of a judgment obtained in the above matter on 4th February 1999:

Site 406, Unit 1 Township Mothibistat District Kudumane, measuring 695 square metres, held in terms of Deed of Grant No. 1877/98.

*Street address:* Site 406, Unit 1, Mothibistat.

2. The improvements to the property consist of the following although nothing is guaranteed: *Improvements:* The property consists of main bedroom with en suite; 2 bedrooms, bathroom with basin and bath, toilet, kitchen. with basin (no kitchen cupboards), dining room and lounge.

3. *Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall pay auctioneer's commission on the day of the sale and calculated as follows: 5% (five per cent) on the first R30 000,00 of the proceeds of the sale and 3% (three per cent) on the balance thereof, subject to a maximum commission of R7 000,00, and a minimum commission of R260,00.

4. The conditions of sale may be inspected at the offices of the Deputy Sheriff at 96 Hoof Street, Kuruman during normal office hours.

Dated at Mafikeng on the 14 February 2001.

D M Minchin, for Minchin & Kelly Inc., Plaintiff's Attorneys, Kelgor House, 14 Tillard Street (P.O. Box 26), Mafikeng, 2745. [Tel. (018) 381-2910-4.] (Ref. No. Mr Minchin/mvr/DS35/97.)

Case No. 873/96

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

**In the matter between FBC FIDELITY BANK LIMITED, Plaintiff, and N C DIUTLWILENG, Defenant**

1. The undermentioned property will be sold, without reserve price, on 6 April 2001 at 11:00 at the Total Garage, Itsoseng in execution of a judgment obtained in the above matter on 1 August 1996:

Site 1346, Unit 3 Township Itsoseng District Ditsobotla measuring 450 square metres, held in terms of Deed of Grant No. 2131/81.

*Street address:* Site 1346, Unit 3, Itsoseng.

2. The improvements to the property consist of the following although nothing is guaranteed: *Improvements:* Single storey brick building with asbestos roof consisting of lounge, kitchen, 2 bedrooms and bathroom with toilet.

3. *Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall pay auctioneer's commission on the day of the sale and calculated as follows: 5% (five per cent) on the first R30 000,00 of the proceeds of the sale and 3% (three per cent) on the balance thereof, subject to a maximum commission of R7 000,00, and a minimum commission of R260,00.

4. The conditions of sale may be inspected at the offices of the Deputy Sheriff at Site 2402, Lucas Mangope Highway, Itsoeng, during normal office hours.

Dated at Mafikeng on the 9 January 2001.

D M Minchin, for Minchin & Kelly Inc., Plaintiff's Attorneys, Kelgor House, 14 Tillard Street (P.O. Box 26), Mafikeng, 2745.  
[Tel. (018) 381-2910-3.] (Ref. No. Mr Minchin/mvr/BD1/96.)

Case No. 32118/2000

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

**In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and LEGODI: JOHANNES VICTOR, 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, Brits, at his office, 9 Smuts Street, Brits, on Friday, 6th April 2001 at 8h30 of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff, Brits, 9 Smuts Street, Brits:

Erf 1637, Lethlabile-B Extension 1 Township, Registration Division JQ; North West Province, measuring 252 square metres, held by virtue of Deed of Transfer No. TL83005/1992 known as 1637 Lethlabile-B, Brits.

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 lounge, kitchen, 3 bedrooms, bathroom/toilet.

Dated at Pretoria on this the 2nd March 2001.

D Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria.  
[Tel. (012) 325-4185.] (D Frances/JD HA6007.)

Saak No. 4/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK MOLOPO GEHOU TE MMABATHO

**In die saak tussen NEDCOR BANK (BPK), Eiser, en KLAAS ODUETSE MOJAH, Verweerder**

Ingevolge 'n uitspraak van die Landdroshof van Mmabatho en Lasbrief vir Eksekusie teen goed met datum 2/2/2000, sal die ondervermelde eiendom op Woensdag, 4 April 2001 om 10:00, te die kantore van die Balju van die Landdroshof Mmabatho, te Carringtonstraat 46E, Mafikeng, aan die hoogste bieder verkoop word, naamlik:

Erf 5163, Eenheid 13, Mmabatho, groot 322 vierkante meter, ook bekend as 5163 Eenheid 13, Mmabatho.

*Onderhewig aan die volgende voorwaardes:*

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die balans tesame met rente daarop bereken teen 15,25% (vyftien komma vyf-en-twintig) persent per jaar tot datum van registrasie van transport, sal binne 14 (veertien) dae na datum van verkoop, betaal word of gewaarborg word deur 'n goedgekeurde Bank- of Bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkel verdieping woning.

4. *Voorwaardes van verkoop:* Die Voorwaardes van Verkoop in Eksekusie mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Mmabatho, nagesien word.

Gedateer te Klerksdorp op hierdie 22ste dag van Februarie 2001.

A. H. Snyman, vir Oosthuizen Du Plooy & Vennote, 3de Vloer, Eerste Nasionale Bankgebou, Kerkstraat 58 (Posbus 22), Klerksdorp (Verw. AHS/MP/M20.99.)

Case No. 1448/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOLOPO HELD AT MMABATHO

**In the matter between FBC FIDELITY BANK LIMITED, Plaintiff, and ANWERMIA HOOSENMIA, Defendant**

In execution of a judgment of the Magistrate's Court for the District of Molopo, held at Mmabatho, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court at 46E, Carrington Street, Mafikeng, on Wednesday, 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:* Erf 2635 Township Mafikeng, District of Molopo, measuring 986 square metres, held by the Defendant by virtue of Deed of Transfer No. T349/1985.

*Improvements:* The property consists of 6 bedrooms, lounge, kitchen, bathroom, dining-room, TV room and a double garage.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, balance payable against registration of Transfer, to be secured by Bank or Building Society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall, on the day of the sale pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to R30 000 and thereafter 3% subject to a maximum of R7 000 with a minimum of R260 auctioneer's charges, plus Value-added Tax thereon.

Dated at Mafikeng on this 15 February 2001.

D. M. Minchin, for Minchin & Kelly Inc., Plaintiff's Attorneys, Kelgor House, 14 Tillard Street; P.O. Box 26, Mafikeng, 2745. [Tel. (018) 381-2910-3.] (Ref. Mr Minchin/mvr/BH1/97.)

**Saaknommer: 2775/99**

**IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM**

**In die saak tussen WORLDWIDE SPORTS AND ENTERTAINMENT, Eiser, en MNR MARUPING JACOB LEBEKO, Eerste Verweerder, en ME DIKELEDI MARIA LEBEKO, Tweede Verweerder**

Ingevolge 'n vonnis in die Landdroshof, Potchefstroom, toegestaan is op 31 Mei 1999, en 'n lasbrief vir eksekusie gedateer 26ste Oktober 2000 word die ondergemelde vaste eiendom in eksekusie verkoop deur die Balju van die Landdroshof, Potchefstroom, te die Baljukantoor, Wolmaransstraat 86, Potchefstroom, op die 6de April 2001 om 10h00 aan die hoogste bieder:

Erf 7867, Uitbreiding 2, geleë in die dorp Ikageng, Registrasieafdeling IQ, provinsie van Noordwes, groot 207 vierkante meter, gehou kragtens Akte van Transport T96509/97, ook bekend as Itumelengstraat 7867, Sarafina, Ikageng, Potchefstroom.

1. 15% van die volle koopsom is onmiddellik by toeslaan van die bod betaalbaar.
2. Die balans, tesame met enige rente, moet verseker word deur 'n aanvaarbare bankwaarborg binne 30 dae na die datum van die verkoping.
3. Die volledige voorwaardes van die verkoping sal aangekondig word deur die Balju vir Potchefstroom net voor die verkoping en sal ook beskikbaar wees vir inspeksie by die kantoor van die Balju te Wolmaransstraat 86, Potchefstroom.

Gedateer te Potchefstroom op hede van 6de dag van Maart 2001.

Mnr G C Gibbens, vir Klynveld-Gibbens Ingelyf, Prokureur vir Eiser, Potgieterstraat 118A, Potchefstroom, 2531. [Tel: (018) 294-5251.] [Faks: (018) 294-5010.]

**Case Number: 27682/98**

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

**In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and A C ALLI (PTY) LIMITED, First Defendant, ANWAR CARRIM ALLI, Second Defendant, ZEOLITE STREET INVESTMENTS CC, Third Defendant, HIGH POINT MARK WHOLESALERS (PTY) LTD, Fourth Defendant, and KARBHAI (PTY) LTD, Fifth Defendant**

A sale will be held in front of the main entrance of the Magistrate's Court, Van Riebeeck Street, Potchefstroom, without reserve, on 6 April 2001 at 09h00, of:

(1) Erf 146, in the Township Mohadin, Registration Division IQ, North West Province, measuring 641 (six hundred and forty one) square metres, held by the Second Defendant under Deed of Transfer No. T5647/1974, situated at 27 Cassim Street, Mohadin, Potchefstroom.

Improvements, although in this respect nothing is guaranteed: Double consisting of 4 bedrooms, kitchen, dining room, lounge, 2 bathrooms and 3 toilets. Outbuildings consisting of 2 garages.

(2) Erf 284, in the Township of Mohadin, Registration Division IQ, North West Province, measuring 279 (two hundred and seventy nine) square metres, held by the Second Defendant under Deed of Transfer No. T42179/1981, situated at 26 Cassim Street, Mohadin, Potchefstroom.

Improvements, although in this respect nothing is guaranteed: Dwelling consisting of 2 bedrooms, kitchen and toilet.



(3) Erf 363, in the Township of Mohadin, Registration Division IQ, North West Province, measuring 594 (five hundred and ninety four) square metres, held by the Second Defendant under Deed of Transfer No. T52728/1984, situated at 47 Sonvadi Street, Mohadin, Potchefstroom.

Improvements, although in this respect nothing is guaranteed: Dwelling storey building consisting of 2 flats and one shop with change room, toilets and bathrooms including covered car park.

(4) Portion 21 of Erf 249, in the Township of Potchindustria, Registration Division IQ, North West Province, measuring 1 925 (one thousand nine hundred and twenty five) square metres, held by the Third Defendant under Deed of Transfer No. T25706/1986, situated at 8 Industria Street, Potchindustria.

Improvements, although in this respect nothing is guaranteed: Industrial building consisting of 3 offices, reception area, kitchen, toilets and change rooms. Major work shop area and side yard. Buildings fitted with over head cranes.

(5) Portion 5 of Erf 249, in the Township of Potchindustria, Registration Division IQ, North West Province, measuring 2 467 (two thousand four hundred and sixty seven) square metres, held by the Fourth Defendant under Deed of Transfer No. T25220/1979, situated at 14 Ross Street, Potchindustria.

Improvements, although in this respect nothing is guaranteed: Industrial building consisting of main show room and storage warehouse including two offices, change rooms, toilets and despatch area. Strong room and security facility.

(6) Portion 34 (a portion of Portion 1) of Erf 249, in the Township of Potchindustria, Registration Division IQ, North West Province, measuring 760 (seven hundred and sixty) square metres, held by the Fifth Defendant under Deed of Transfer No. T3467/1981, situated at 5A Industria Street, Potchindustria.

Improvements, although in this respect nothing is guaranteed: Industrial warehouse building with storage space including office, toilet and despatch area.

Inspect conditions at the office of the Sheriff, High Court, Potchefstroom.

A Holtzhausen, for MacRobert Inc, 23rd Floor, SAAU Building, cnr Schoeman & Andries Streets, Pretoria.  
(Ref: AH/M40058/www.)

## GEREGTELIKE VERKOPING

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

Die Vonniskskuldeiser in die ondergenoemde is:

#### **NEDCOR BANK BEPERK**

Ingevolge 'n vonnis van die Landdroshof Rustenburg, en ter uitvoering daarvan kragtens 'n lasbrief vir eksekusie, sal die ondervermelde eiendomme op Vrydag, 20 April 2001, per publieke veiling verkoop word aan die hoogste bieder, naamlik:

#### **1. Saaknommer: 15840/00.**

**Vonnisskuldenaar: Mnr T E Sereo.**

*Eiendom:* Erf 6786, geleë in die dorpsgebied Boitekong Uitbreiding 3, Registrasie Afdeling J.Q., provinsie Noordwes.

*Ook bekend as:* Erf 6786, Boitekong Uitbreiding 3.

*Groot:* 292 (tweehonderd twee en negentig) vierkante meter,

*Gehou kragtens:* Sertifikaat van Eiendomsreg Nr. TE83702/94.

*Verbeterde eiendom:* Daar is opgerig woonhuis wat gesê word bestaan uit 2 slaapkamers, 2 badkamers, kombuis, sitkamer en 2 ander kamers.

*Plek van veiling:* Te die kantore van die Balju vir die Landdroshof, Smitslaan, Rustenburg.

*Tyd van veiling:* 09h00.

#### **2. Saaknommer: 5847/96.**

**Vonnisskuldenaar: Mnr K C Segone**

*Eiendom:* Erf 1529, geleë in die dorpsgebied Boitekong Uitbreiding 1, Registrasie Afdeling J.Q., provinsie Noordwes.

*Ook bekend as:* erf 1529, Boitekong Uitbreiding 1.

*Groot:* 286 (tweehonderd ses en tagtig) vierkante meter.

*Gehou kragtens:* Sertifikaat van Geregistreerde toekenning van Huurpag Nr. TL1870/96.

*Verbeterde eiendom:* Daar is opgerig woonhuis wat gesê word bestaan uit 2 slaapkamers, badkamer, kombuis, sitkamer.

*Plek van veiling:* Te die kantore van die Balju vir die Landdroshof, Smitslaan, Rustenburg.

*Tyd van veiling:* 09h00.

**3. Saaknommer: 16217/00.****Vonnisskuldenaars: Mnr MI & Mev NL Mopalami.***Eiendom:* Erf 6791, geleë in die dorpsgebied Boitekong Uitbreiding 3, Registrasie Afdeling J.Q., provinsie Noordwes.*Ook bekend as:* Erf 6791, Boitekong Uitbreiding 3.*Groot:* 300 (driehonderd) vierkante meter.*Gehou kragtens:* Sertifikaat van Eiendomsreg Nr. TE42286/94.*Verbeterde eiendom:* Daar is opgerig woonhuis wat gesê word bestaan uit 3 slaapkamers, badkamer, kombuis, sitkamer.*Plek van veiling:* Te die Kantore van die Balju vir die Landdroshof, Smitslaan, Rustenburg.*Tyd van veiling:* 09h00.**4. Saaknommer: 16218/00.****Vonnisskuldenaar: Mnr S S Masekwane.***Eiendom:* Erf 6732, geleë in die dorpsgebied Boitekong Uitbreiding 3, Registrasie Afdeling J.Q., provinsie Noordwes.*Ook bekend as:* Erf 6732, Boitekong Uitbreiding 3.*Groot:* 287 (tweehonderd sewe en tagtig) vierkante meter.*Gehou kragtens:* Sertifikaat van Eiendomsreg Nr. TE58153/94.*Verbeterde eiendom:* Daar is opgerig woonhuis wat gesê word bestaan uit 3 slaapkamers, badkamer, kombuis, sitkamer.*Plek van veiling:* Te die kantore van die Balju vir die Landdroshof, Smitslaan Rustenburg.*Tyd van veiling:* 0900.**5. Saaknommer: 16547/00.****Vonnisskuldenaar: Mnr GF Pitsoe.***Eiendom:* Erf 6887, geleë in die dorpsgebied Boitekong Uitbreiding 3, Registrasie Afdeling J.Q., provinsie Noordwes.*Ook bekend as:* Erf 6887, Boitekong Uitbreiding 3.*Groot:* 260 (tweehonderd en sestig) vierkante meter.*Gehou kragtens:* Sertifikaat van Eiendomsreg Nr TE68649/94.*Verbeterde eiendom:* Daar is opgerig woonhuis wat gesê word bestaan uit: 2 slaapkamers, badkamer, sitkamer.*Plek van veiling:* Te die kantore van die Balju vir die Landdroshof, Smitslaan, Rustenburg.*Tyd van veiling:* 09h00.**6. Saaknommer: 16219/00.****Vonnisskuldenaar: Mnr M T Mapipa.***Eiendom:* Erf 959, geleë in die dorpsgebied Boitekong Uitbreiding 1, Registrasie Afdeling J.Q., provinsie Noordwes.*Ook bekend as:* Erf 959, Boitekong Uitbreiding 1.*Groot:* 289 (tweehonderd nege en tagtig) vierkante meter.*Gehou kragtens:* Sertifikaat van Geregistreerde toekenning van Huurpag Nr. TL26616/95.*Verbeterde eiendom:* Daar is opgerig woonhuis wat gesê word bestaan uit 3 slaapkamers, badkamer, aparte toilet, kombuis, sitkamer.*Plek van veiling:* Te die kantore van die Balju vir die Landdroshof, Smitslaan, Rustenburg.*Tyd van veiling:* 09h00.**7. Saaknommer: 11205/00.****Vonnisskuldenaars: Mnr CP & Mev AC Nel.***Eiendom:* Eenheid No 40 soos getoon en volledig beskryf op Deelpaai SS 187/97 in die skema bekend as Swallows Retreat ten opsigte van die grond en gebou of geboue geleë te Erf 1660, Safairituine Uitbreiding 7 Dorpsgebied Rustenburg Plaaslike Oorgangsrand van welke deel die vloeroppervlakte volgens voormelde deelplan 82 (twee en tagtig) vierkante meter groot is.*Ook bekend as:* Swallows Retreat 40, Safairituine, Rustenburg.*Gehou kragtens:* Akte van Transport Nr. ST79330/99.*Verbeterde eiendom:* Daar is opgerig 'n Meenthuis wat gesê word bestaan uit 2 slaapkamers, 2 badkamers, kombuis en sitkamer.*Plek van veiling:* Te die kantore van die Balju vir die Landdroshof, Smitslaan, Rustenburg.*Tyd van veiling:* 09h00.

**8. Saaknommer: 11942/00.****Vonnisskuldenaars: Mnr B D Pretorius.**

*Eiendom:* Eenheid No 8 soos getoon en vollediger beskryf op Deelplan SS432/96 in die skema bekend as Platinahof, ten opsigte van die grond en gebou of geboue geleë te Erf 55, in die dorp Rustenburg Plaaslike Oorgangsrand, van welke deel die vloeroppervlakte volgens voormelde deelplan 64 (vier en sestig) vierkante meter groot is.

*Ook bekend as:* Platinahof 8, Rustenburg.

*Gehou kragtens:* Akte van Transport Nr. ST131403/98.

*Verbeterde eiendom:* Daar is opgerig 'n woonstel wat gesê word bestaan uit: 2 Slaapkamers, 2 badkamers, kombuis en sitkamer.

*Plek van veiling:* Te die kantore van die Balju vir die Landdroshof, Smitslaan, Rustenburg.

*Tyd van veiling:* 09h00.

*Onderhewig aan die volgende voorwaardes, naamlik:*

(a) Die eiendom/reg van huurpag sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe, onderhewig verder aan die goedkeuring van die Eerste Verbandhouer Nedcor Bank asook aan die voorwaardes van die verkoping in eksekusie.

(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 verbeteringe wat beweer op die eiendom te wees word nie gewaarborg nie.

(d) Die voorwaardes van die verkoping in Eksekusie mag gedurende kantoorure by die kantoor van die Balju van die Landdroshof Rustenburg, geleë te Smitslaan, Rustenburg, nagesien word.

Geteken te Rustenburg op hede die 13de dag van Maart 2001.

GC van der Merwe, vir Immelman Visagie & Van der Merwe Ing., Bergstraat 57, Rustenburg, 0299; Posbus 673, Rustenburg, 0300. [Tel. (014) 592-9315/6.] (Verw. Van der Merwe/GG.)

**Saak No. 17233/97**

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

**In die saak tussen ABSA BANK, h/a ALLIED BANK, Elser, en AUGOSTINUS LISERELA MADUNA, Verweerder**

Ingevolge 'n uitspraak van die Landdros van Klerksdorp, en 'n Lasbrief vir Eksekusie teen Goed met datum 8/02/2001, sal die ondervermelde eiendomme op Vrydag, 6 April 2001, om 10:00, op die perseel van die Balju vir die Landdroshof, Connie van der Merwe, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

*Sekere:* Erf 10781, Uitbreiding 6, Jouberton, geleë in die dorp Klerksdorp, Afdeling I.P., Noordwes, groot 375,0000 (drie sewe vyf) vierkante meter, gehou kragtens Akte van Transport Nr. TL8512/1989, bekend as Huis 10781, Uitbreiding 6, Jouberton, Klerksdorp.

*Onderhewig aan die volgende voorwaardes:*

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans tesame met rente daarop bereken teen 15,5% per jaar tot datum van registrasie van transport, sal binne 21 (een en twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde Bank- of Bougenootskapwaarborg.

3. Die eiendomme is verbeter en bestaan uit: Soos bo uiteengesit.

4. *Voorwaardes van verkoop:* Die voorwaardes van Verkoop in Eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, nagesien word.

Theron, Jordaan & Smit Ing., Linma Gebou, Delverstraat 47, Klerksdorp, 2570. (Verw: Mnr van Aswegen/DVDW/9808/A013.)

Saak No. 20029/99

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en ANNALIE FOUCHE, Eerste Verweerder, en ALWYN FRANCOIS FOUCHE, Tweede Verweerder**

'n Eksekusieverkoping van die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder sal, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op 6 April 2001 om 08:30:

Gedeelte 195 van die plaas Broederstroom 481, Registrasie Afdeling J.Q., Noordwes Provinsie, groot 4,7687 hektaar, gehou kragtens Akte van Transport T36058/91.

*Straatadres:* Plot 195, Broederstroom 481.

*Plek van verkoping:* Die verkoping sal plaasvind te die kantore van die Balju, Smutstraat 9, Brits.

*Verbeterings:* Die volgende verbeterings is op die eiendom aangebring, alhoewel geen waarborg daartoe verskaf word nie:

1. Eerste woonhuis bestaande uit 'n sitkamer, eetkamer, kombuis, 2 slaapkamers, badkamer en toilet.
2. Tweede woonhuis bestaande uit 'n sitkamer, eetkamer, kombuis, studeerkamer, 3 slaapkamers, badkamer en toilet.
3. Derde woonhuis bestaande uit 'n sitkamer, eetkamer, kombuis, slaapkamer, badkamer en toilet.

Buitegeboue is 'n motorhuis, motorafbak, stoorkamer.

Gesoneer vir woondoeleindes.

*Verkoopsvoorwaardes:* Die Verkoopsvoorwaardes lê ter insae by die kantore van die Balju, Brits, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 3de dag van Maart 2001.

EJJ Geyser, vir Rooth & Wessels, Eerste Nasionale Bankgebou, 2de Vloer, Kerkplein, Pretoria. (Verw. N Naude/F26967.) (Tel: 300-3090.)

Saak No. 17361/2000

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen ESKOM FINANCE COMPANY (EDMS) BPK, Eiser, en MOGOTSI FRANS MOALUSI, Verweerder**

'n Eksekusieverkoping van die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder sal, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op 5 April 2001 om 11h00:

Eenheid 9828, geleë in die dorpsgebied Ga-Rankuwa, Zone 1, distrik Odi, Registrasie Afdeling J.Q., Noordwes Provinsie, groot 361 vierkante meter, gehou kragtens Grondbrief TG.6806/96.

*Straatadres:* Eenheid 9828, Zone 1, Ga-Rankuwa.

*Plek van verkoping:* Die verkoping sal plaasvind te die Landdroskantoor, Soshanguve, Commissioner Street, Soshanguve.

*Verbeterings:* Die volgende verbeterings is op die eiendom aangebring, alhoewel geen waarborg daartoe verskaf word nie: 'n gepleisterde baksteengebou met teëldak, bestaande uit 2 slaapkamers, sitkamer, kombuis, badkamer, toilet en draadomheining. Gesoneer vir woondoeleindes.

*Verkoopsvoorwaardes:* Die Verkoopsvoorwaardes lê ter insae by die kantore van die Balju te Soshanguve, E3 Mabopane Snelweg, Hebron, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 5de dag van Maart 2001.

EJJ Geyser, vir Rooth & Wessels, Eerste Nasionale Bankgebou, 2de Vloer, Kerkplein, Pretoria. (Verw. Mnr Geyser/nn/E46.) (Tel: 300-3090.)

Saak No. 300/00

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

**In die saak tussen FIRST RAND BANK BEPERK, Eiser, en MNR AF DE PONTES, Verweerder**

Ingevolge 'n uitspraak in die Landdros Hof te Coligny, gehou te Coligny, en Lasbrief tot Geregtelike verkoping gedateer 27 Oktober 2000, sal die ondergemelde goedere op 6 April 2001 om 11h00, by die Hoofingang van die Landdrosgebou, Voortrekkerstraat 75, Coligny, geregtelik verkoop word aan die hoogste bieder:

*Goedere vir verkoping:* Erf 621, geleë in die dorp Verdoornpark, Coligny, Registrasie Afdeling IP, Provinsie Noordwes, groot 7 995 (sewe nege nege vyf) vierkante meter (ook bekend as Lubbestraat 14 en 16, Coligny).



**Verkoopvoorwaardes:**

1. Die Koopprys is betaalbaar soos volg: 10% (tien persent) van die koopprys op die dag van die verkoping en die balans moet betaal wof gewaarborg word met 'n goedgekeurde bankwaarborg binne veertien (14) dae vanaf datum van koop.

2. Die volledige verkoopvoorwaardes sal deur die balu van Coligny Hof uitgelees word voor die verkoping en lê ook ter insae by haar kantoor.

Geteken te Coligny op hierdie 6de dag van Maart 2001.

Prokureur Esme Swart, Prokureur vir Eiser, Voortrekkerstraat, Posbus 370, Coligny, 2725. (Verw: E Swart/AC/E62.)

**Case No. 300/00****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF COLIGNY HELD AT COLIGNY****In the matter between FIRST RAND BANK, Plaintiff, and MNR AF DE PONTES, Defendant**

Pursuant to a Warrant of Execution issued in the Magistrate's Court for the District of Coligny dated the 27th Oktober 2000, the Sheriff will sell by public auction to the highest bidder at the Main Entrance of the Magistrate's Court, 75 Voortrekker Street, Cligny, on 6 April 2001 at 11h00, the undermentioned goods:

*Goods for sale:* Erf 621, in the town of Verdoornpark, Coligny, Registration Division IP, Northwest Province, measuring 7 995 square metres (also known as Lubbestraat 14 en 16, Coligny).

**Terms:**

1. The purchase price shall be paid as to 10% (ten percent) thereof on the day of the sale and the unpaid balance, together with interest thereof, to date of registration of transfer shall be paid or secured by a Bank or Building Society guarantee, within 14 (fourteen) days of the date of the sale to the Sheriff, Magistrate's Court.

2. The conditions of Sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, Magistrate's Court, Coligny.

Dated at Coligny on this 6th day of March 2001.

Attorney Esme Swart, Attorney for Plaintiff, Voortrekker Street, PO Box 370, Coligny, 2725. (Ref: Mej E Swart/AC/E62.)

**Saak No. 92/2000****IN DIE LANDDROSHOF VIR DIE DISTRIK LEHURUTSHE GEHOU TE LEHURUTSHE****In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en BOITUMELO GLAD MATLAOPANE, Eksekusieskuldenaar**

Kragtens 'n vonnis en eksekusie lasbrief van bogemelde Hof gedateer 7 Februarie 2001, sal die ondergemelde eiendom geregtelik verkoop word deur die Balju van die Landdroshof by die Landdroshof, Lehurutshe, op Woensdag, 11 April 2001 om 09h00 voormiddag, aan die hoogste bieder:

*Eiendomsbeskrywing:* Erf 2024, Lehurutshe, Eenheid 2, distrik Lehurutshe, groot 650 (seshonderd en vyftig) vierkante meter.

**Vernaamste verkoopvoorwaardes:**

1. Verkoping sonder reserwe aan die hoogste bieder.

2. 20% (twintig persent) van die koopprys by toeslaan van die bod.

3. Balans koopprys by registrasie van transport en 'n goedgekeurde bankwaarborg vir balans gelewer te word binne 30 dae na toeslaan van die bod.

Volledige verkoopvoorwaardes ter insae by prokureur vir die eksekusieskuldeiser en balju van die Landdroshof, Zeerust.

Geteken te Zeerust op hierdie 6de dag van Maart 2001.

Johan Nel, Prokureur vir Eksekusieskuldeiser, Presidentstraat 11, Posbus 1181, Docex 2, Zeerust, 2865. (Verw. mnr Nel/ce.)

Case No. 32105/2000

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

**In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and MOSIME: DINEO SAMUEL, 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, 30th 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 1094, Meriting-1 Township, Registration Division J.Q., Province of North-West, measuring 220 square metres.

Held by Virtue of Deed of Grant No. TG20477/99.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling consisting *inter alia* of a lounge, kitchen, 2 bedrooms, bathroom/toilet.

Dated at Pretoria on 21 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 HA6019.)

Case No. 29851/2000

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

**In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and NTUANE: BAFEDILE LUCAS, 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 869, Meriting-1 Township, Registration Division J.Q., Province of North-West, measuring 219 square metres.

Held by Virtue of Deed of Grant No. TG61727/99.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling consisting *inter alia* of a lounge, kitchen, 2 bedrooms, bathroom/toilet.

Dated at Pretoria on 21 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 HA5981.)

Case No. 29852/2000

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

**In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and MENELE: MAFEMANI DANIEL, 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 1123, Meriting-1 Township, Registration Division J.Q., Province of North-West, measuring 220 square metres.

Held by Virtue of Deed of Grant No. TG18934/99.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling consisting *inter alia* of a lounge, kitchen, 2 bedrooms, bathroom/toilet.

Dated at Pretoria on this the 19 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 HA5983.)

Case No. 32102/2000

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

**In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and MORETLO: NTHEMBA JANE, 1st Defendant, and MORETLO: ODUETSWE JAMES, 2nd 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, Taung at the main entrance, Magistrate's Building, Taung, on Friday, 30 March 2001 at 12h00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Acting Sheriff, Taung, cor. Molopo and Vry Streets, Vryburg:

Site, 838, Unit 1, in the Township Pudimoe, Registration Division HN, North West Province, measuring 600 square metres. Held by Deed of Grant No. TG375/1998.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A dwelling consisting of a living room, kitchen, 3 bedrooms, bathroom/toilet.

Dated at Pretoria on this the 23rd February 2001.

Sheriff. [Tel. (053) 927-0213.]

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 HA6021.)

Saak No. 24022/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

**In die saak tussen NEDCOR BANK BPK., Eiser, en JONATHAN GORDON DE NOON, 1ste Verweerder, en CATHARINA PETRONELLA DE NOON, 2de Verweerder**

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 3/11/2000, sal die ondervermelde eiendom op Vrydag, die 30ste dag van Maart 2001 om 10:00, te Smitsstraat 28, Adamayview, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 235, Adamayview, Klerksdorp, groot 1 805 vierkante meter, ook bekend as Smitsstraat 28, Adamayview, Klerksdorp.

*Onderhewig aan die volgende voorwaardes:*

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 14,50% (veertien komma vyftig persent) per jaar tot datum van registrasie van transport, sal binne veertien (14) dae na datum van verkoop, betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkel verdieping woning.

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

Gedateer te Klerksdorp op hierdie 22ste dag van Februarie 2001.

A H Snyman, vir Oosthuizen Du Plooy & Vennote, 3de Vloer, Eerste Nasionale Bankgebou, Kerkstraat 58, Posbus 22, Klerksdorp. (Ref. AHS/MP/D3.00.)

Saak No. 26090/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

**In die saak tussen NEDCOR BANK BPK., Eiser, en TSHIDISO MESCHACK TLOME, 1ste Verweerder, en MAKHALA AUGUSTINA TLOME, 2de Verweerder**

Ingevolge 'n uitspraak van die Landdroshof van Orkney en lasbrief vir eksekusie teen goed met datum 20/12/2000, sal die ondervermelde eiendom op Vrydag, die 30ste dag van Maart 2001 om 9:00, te die kantore van die Balju van die Landdroshof, Orkney, Campionweg 21, Orkney, aan die hoogste bieder verkoop word, naamlik:

Erf 4474, Kanana, groot 288 vierkante meter, ook bekend as 4474 Kanana Uitbreiding 3.



*Onderhewig aan die volgende voorwaardes:*

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 14% (veertien persent) per jaar tot datum van registrasie van transport, sal binne veertien (14) dae na datum van verkoop, betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkel verdieping woning.

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

Gedateer te Klerksdorp op hierdie 22ste dag van Februarie 2001.

A H Snyman, vir Oosthuizen Du Plooy & Vennote, 3de Vloer, Eerste Nasionale Bankgebou, Kerkstraat 58, Posbus 22, Klerksdorp. (Ref. AHS/MP/T4.00.)

Saak No. 753/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG

**In die saak tussen STANDARD BANK OF SA BPK, Vonnisskuldeiser, en JPJP VIVIERS t/a  
VIVIERS RENOVATIONS, Vonnisskuldenaar**

Ingevolge 'n uitspraak in die Hof van die Landdros te Lichtenburg en lasbrief vir geregtelike verkoping gedateer die 30ste dag van Januarie 2001 word die ondergemelde eiendom, op Donderdag, die 5de dag van April 2001 te die Baljukantoor, Bantjesstraat 11, Lichtenburg, om 10:00, geregtelik verkoop aan die persoon wat die hoogste aanbod maak vir kontant:

*Sekere:* Gedeelte 6 van Erf 761, geleë in die dorpsgebied van Lichtenburg, Registrasie Afdeling IP, Noordwes Provinsie, groot 1 134 vierkante meter, beter bekend as Sarel Cillierstraat 73C, Lichtenburg.

Die voorwaardes van verkoping sal ter insae wees by die Landdros te Lichtenburg en by die ondergetekende en bepaal kortliks dat 20% van die koopprys op die dag van die verkoping betaalbaar sal wees en die koopprys, tesame met rente daarop gereken teen 21,25% per jaar, vanaf datum van die verkoping tot datum van registrasie van transport van die eiendom ten name van die koper, gewaarborg moet word binne 14 (veertien) dae vanaf datum van die verkoping, dat besit van die eiendom aan die koper gegee sal word sodra gemelde balans koopprys verseker is soos voormeld, dat die uitsluitlike risiko, wins en verlies ten opsigte van die eiendom by die koper sal berus totdat die bod daarvoor op hom gestaan word, dat die koper self moet reël vir okkupasie, dat die Koper verantwoordelik sal wees vir betaling van alle agterstallige belastings-, heffings- en dienfooie, insluitende alle uitstaande prokureursfooie, asook belasting op toegevoegde waarde en verkoopskommissie en dat die eiendom "voetstoots" verkoop word.

Geteken te Lichtenburg op hierdie 20ste dag van Februarie 2001.

J P G Fourie, vir Olivier Lourens Beckley & Fourie, Prokureurs vir Vonnisskuldeiser, Buchananstraat (Posbus 1275), Lichtenburg. (Verw. Mnr Fourie/HS.423.)

Case No. 628/99

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

**In the matter between THE STANDARD BANK OF SA LTD, Plaintiff, and JULIETTE JOY KHUMALO, Defendant**

1. The undermentioned property will be sold, without reserve price, on 28 March 2001 at 10:00, at the premises of the Deputy Sheriff at 1312 Thelesho Tawana Street, Montshiwa in execution of a judgment obtained in the above matter on 21st October 1999:

Site 4038, Unit 12 Township, Mmabatho, District Molopo, measuring 375 square metres, held in terms of Deed of Grant No. 4320/92.

*Street address:* Site 4038 Unit 12, Mmabatho.

2. The improvements to the property consist of the following although nothing is guaranteed.

*Improvements:* The property consists of 3 living rooms, 3 bedrooms, 2 bathrooms, kitchen and a toilet.

3. *Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer to be secured by bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall pay auctioneer's commission on the day of the sale and calculated as follows 5% (five per cent) on the first R30 000 of the proceeds of the sale and 3% (three per cent) on the balance thereof, subject to a maximum commission of R7 000 and a minimum commission of R260.

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

Dated at Mafikeng on the 19th February 2001.

Minchin & Kelly Inc., Plaintiff's Attorneys, Kelgor House, 14 Tillard Street (P.O. Box 26), Mafikeng, 2745. [Tel. (018) 381-2910-3.] (Ref. Mr Minchin/mvr/DS131/99.)

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## WESTERN CAPE WES-KAAP

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Case No. 3613/98  
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 DEON JAMES SOUTHGATE, First Defendant, and LOUISE SOUTHGATE, 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 in front of the Mitchells Plain Magistrate's Court at 10:00 am on the 5th day of April 2001, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 2 Mulberry Mall, Strandfontein Centre, Strandfontein:

Erf 22796, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, in extent 151 square metres, and situate at 18 Grysbok Street, Eastridge, Mitchells Plain.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 60 square metre main dwelling consisting of living room, lounge, kitchen, 3 bedrooms 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 rand).

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/S2981/6510.)

Saak No. 1068/99

IN DIE LANDDROSHOF VIR DIE DISTRIK CALEDON GEHOU TE CALEDON

In die saak tussen **BOLAND PKS, Eiser, en C D DU PLESSIS, Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van die bogenoemde Agbare Hof gedateer 29/08/2000 daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom op 30 Maart 2001 om 11:00 te die perseel op 'n openbare geregtelike veiling verkoop sal word, nl:

1. Een halwe onverdeelde aandeel in Erf 112, Hawston, groot 1 190 vierkante meter.

2. Een halwe onverdeelde aandeel in Erf 114, Hawston, groot 1 190 vierkante meter.

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

1. Tien persent van koopsom op datum van veiling.
2. Balans van koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.
4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Caledon op hede die 28ste dag van Februarie 2001.

Bosman & De Villiers, Pleinstraat, Posbus 6, Caledon. (Tel. 028-21 21178.)

Saak No. 2926/00

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en JOHANNES DE BRUIN, Eerste Eksekusieskuldenaar, en ELIZABETH DE BRUIN, Tweede Eksekusieskuldenaar**

Ter uitvoering van 'n Vonnis van die Landdroshof vir die distrik George en 'n Lasbrief vir Eksekusie gedateer 25 Oktober 2000, sal die volgende eiendom in eksekusie verkoop word op 4 April 2001 om 10:00, te die Landdroskantore, Yorkstraat, George, beskryf hieronder:

Erf 4364, Pacaltsdorp, in die Munisipaliteit van Pacaltsdorp, Afdeling van George (ook bekend as Willow Weg 13, Pacaltsdorp), groot 618 vierkante meter, gehou kragtens Transportakte No. T23104/94.

*Verbeterings:* 2 slaapkamers, badkamer, sitkamer/eetkamer, kombuis.

*Verkoopsvoorwaardes:*

1. Die verkoping is onderhewig aan die bepalings van die Landdroshowewet, No. 32 van 1944 en die Reels 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 koopprys is betaalbaar in kontant by ondertekening van die Verkoopsvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoers van 16% 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 Bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastings en heffings, sowel as enige gelde verskuldig ten opsigte van water en elektrisiteit wat deur die plaaslike owerheid gehef mag word, en 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, Yorkstraat, George, sowel as by die kantore van Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George op hierdie 27ste dag van Februarie 2001.

R. Engelbrecht, vir Raubenheimers Ingelyf, Cathedralstraat 60 (Posbus 21), George, 6530. [Tel. (044) 873-2043.]

Case No. 23770/98

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and MALLIE HERVEY PROPERTY HOLDINGS CC, Judgment Debtor**

In the execution of the judgment of the Magistrate's Court, in the above matter, a sale will be held on Friday, 6 April 2001 at 14h00, at 15 Egret Way, Zeekoevlei, Cape Town, being the address of the following immovable property:

Erf 1233, in the South Peninsula Municipality, Cape Division, Western Cape Province, measuring 914 square metres, held by the defendant under Deed of Transfer No. T33359/1989, also known as 15 Egret Way, Zeekoevlei, Cape Town and comprising a dwelling consisting of a single dwelling of brick walls under a tiled roof: Comprising of 3 bedrooms, kitchen, lounge, 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 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. The price bid shall be exclusive of Value-Added Tax and 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 ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the Conditions of Sale to be paid against registration of transfer and secured within fourteen (14) days after the date of sale by an approved bank guarantee, and subject further to the full Conditions of Sale which will be read out immediately before the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, 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. H. C. Stubbings/mdg/203799/62311.)

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**Case No. 12166/2000**

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and RUSSEL ERIC EVERTSON and  
GAIRONIESA EVERTSON, Judgment Debtors**

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Wednesday, the 4th day of April 2001 at 10h00, at the Courthouse, Cape Town, of the following immovable property:

Erf 123067, Maitland, in the City of Cape Town, Cape Division, Western Cape Province, measuring 278 square metres, held by the Defendants under Deed of Transfer No. T65549/98, also known as 18 Patrys Square, Facreton, and comprising a dwelling consisting of 2 bedrooms, dining room, kitchen and bathroom/toilet.

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

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, the property sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer and secured within fourteen (14) days after the date of sale by an approved bank guarantee.

And subject further to the full conditions of sale which will be read out immediately before the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

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 219911.)

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**Case No. 7757/99**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and RICHARD CHRISTIE HARRY BANIES, First Defendant,  
and JOHANNA BANIES, Second Defendant**

In the above matter a sale will be held in front of the Civil Court, Van Riebeeck Road, Kuils River, on Wednesday, 4 April 2001 at 9:00 am:

Erf 5496, Kraaifontein, situate in the Oostenberg Municipality, Division Paarl, Province of the Western Cape, measuring 454 square metres, also known as No. 2 Conradie Street, Kraaifontein.

*Conditions of sale:*

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

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the Seller's mortgage bond interest rate, prevailing from time to time and currently at fourteen comma five percentum (14,5%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising 3 bedrooms, lounge, kitchen, bathroom and toilet.

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

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, cnr. Willie van Schoor & Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. H Crous/lr.)

Case No. 20111/2000

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 NEIL JOHAN NIEMAND and FREDALINE NIEMAND, Judgment Debtors**

In the execution of the judgment of the Magistrate's Court, Mitchells Plain, in the above matter, a sale will be held on Tuesday, the 3rd day of April 2001 at 10h00, at the Courthouse, Mitchells Plain, of the following immovable property:

Erf 23100, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, measuring 147 square metres, held by the Defendants under Deed of Transfer No. T99310/99, also known as 7 Colous Square, Lentegour, Mitchells Plain, and comprising a dwelling consisting of 3 bedrooms, lounge, kitchen and bathroom/toilet.

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

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, the property sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth (1/10th) of the purchase price shall be paid in cash or by means of a bank cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer and secured within fourteen (14) days after the date of sale by an approved bank guarantee.

And subject further to the full conditions of sale which will be read out immediately before the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

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

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L A Whittaker/ad 223145.)

Case No. 2787/99

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and H T NYAKOMBI, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus, on 11 January 2000 and a warrant of execution issued pursuant thereto on 16 October 2000, the immovable property known as:

Erf 399, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 200 square metres, situated Plot 399, Zwelihle, 7200, held by Deed of Transfer No. TL18598/1992,

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 26 February 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

Case No. 2788/99

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
M JIKA, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus, on 6 January 2000 and a warrant of execution issued pursuant thereto on 13 October 2000, the immovable property known as:

Erf 390, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 212 square metres, situated Plot 390, Zwelihle, 7200, held by Deed of Transfer No. TL18498/1992,

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 26 February 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

Case No. 2789/99

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
N SEMURU, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus, on 6 January 2000 and a warrant of execution issued pursuant thereto on 13 October 2000, the immovable property known as:

Erf 372, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 210 square metres, situated Plot 372, Zwelihle, 7200, held by Deed of Transfer No. TL18424/1992,

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.



2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 26 February 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

Case No. 2740/99

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
M NGXIKI, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus, on 6 January 2000 and a warrant of execution issued pursuant thereto on 17 October 2000, the immovable property known as:

Erf 334, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 224 square metres, situated Plot 334, Zwelihle, 7200, held by Deed of Transfer No. TL18521/1992,

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 26 February 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

Case No. 2594/99

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
PEARL K JIMLONGO, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus, on 14 January 2000 and a warrant of execution issued pursuant thereto on 27 September 2000, the immovable property known as:

Erf 326, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 224 square metres, situated Plot 326, Zwelihle, 7200, held by Deed of Transfer No. TL18391/1992,

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 26 February 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

**Case No. 2729/99**

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
S NOBAKADA, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus, on 5 January 2000 and a warrant of execution issued pursuant thereto on 16 October 2000, the immovable property known as:

Erf 322, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 224 square metres, situated Plot 322, Zwelihle, 7200, held by Deed of Transfer No. TL18538/1992,

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 26 February 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

**Case No. 2728/99**

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
G MAHELA, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus, on 5 January 2000 and a warrant of execution issued pursuant thereto on 16 October 2000, the immovable property known as:

Erf 325, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 224 square metres, situated Plot 325, Zwelihle, 7200, held by Deed of Transfer No. TL18549/1992,

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 26 February 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

**Case No. 2766/99**

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
F L XHALISILE, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus, on 11 September 2000 and a warrant of execution issued pursuant thereto on 30 October 2000, the immovable property known as:

Erf 420, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 220 square metres, situated Plot 420, Zwelihle, 7200, held by Deed of Transfer No. TL18510/1992,

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 26 February 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

**Case No. 492/99**

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
ALLISON M LONDIE, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus, on 2 November 1999 and a warrant of execution issued pursuant thereto on 16 October 2000, the immovable property known as:

Erf 387, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 209 square metres, situated Plot 387, Zwelihle, 7200, held by Deed of Transfer No. TL18557/1992,

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 26 February 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.



Case No. 2866/99

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
E L MNYAKA, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus, on 7 January 2000 and a warrant of execution issued pursuant thereto on 7 November 2000, the immovable property known as:

Erf 550, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 221 square metres, situated Plot 550, Zwelihle, 7200, held by Deed of Transfer No. TL18561/1992,

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 26 February 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

Case No. 28157/2000

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and NEGLEY PETER HARLE,  
Judgment Debtor**

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Thursday, the 5th day of April 2001 at 11h00, at 61 Erica Road, Table View, being the address of the following immovable property:

Erf 3877, Milherton, in the Blaauwberg Municipality, Cape Division, Western Cape Province, measuring 1 115 square metres, held by the Defendant under Deed of Transfer No. T82001/94, also known as 61 Erica Road, Table View, and comprising a dwelling consisting of 3 bedrooms, 2 bathrooms, lounge, kitchen 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 provisions of Section 66 of the above Act. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One-tenth (1/10th) of the purchase price shall be paid in cash or by means of a bank cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer and secured within fourteen (14) days after the date of sale by an approved bank guarantee.

And subject further to the full conditions of sale which will be read out immediately before the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

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 223141.)



Case No. 25058/2000

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and NONKUTALO TSHAZI,  
Judgment Debtor**

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Thursday, the 5th day of April 2001 at 12:00, at 297 The River Hamlet, Gie Road, Table View, being the address of the following immovable property:

A unit consisting of:

(a) Section No. 286, as shown and more fully described on Sectional Plan No. SS444/97 in the scheme known as The River Hamlet in respect of the land and building or buildings situate at Milnerton, in the Blaauwberg Municipality, Cape Division, of which the floor area, according to the said sectional plan, is 39 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 the Defendant under Deed of Transfer No. ST20461/97, also known as 297 The River Hamlet, Gie Road, Table View, and comprising a flat consisting of 2 bedrooms, bathroom, lounge and kitchen.

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

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One-tenth (1/10th) of the purchase price shall be paid in cash or by means of a bank cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer and secured within fourteen (14) days after the date of sale by an approved bank guarantee.

And subject further to the full conditions of sale which will be read out immediately before the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

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 208187.)

Case No. 42720/99

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and WILLIE LOUW,  
Judgment Debtor**

In the execution of the judgment of the Magistrate's Court, Bellville, in the above matter, a sale will be held on Thursday, the 5th day of April 2001 at 09h00, at the Courthouse, Bellville, of the following immovable property:

Erf 26583, Bellville, in the City of Tygerberg, Cape Division, Western Cape Province, measuring 2000 square metres, held by the Defendant under Deed of Transfer No. T1754/95, also known as 68 Bass Street, Belhar, and comprising a dwelling consisting of 3 bedrooms, lounge, kitchen, bathroom & toilet and 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 sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One-tenth (1/10th) of the purchase price shall be paid in cash or by means of a bank cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer and secured within fourteen (14) days after the date of sale by an approved bank guarantee.

And subject further to the full conditions of sale which will be read out immediately before the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, Bellville.

A bond/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 215558.)

Case No. 18864/2000

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and ROGER BARCLAY BUCHANAN and MARIE ELIZABETH BUCHANAN, Judgment Debtors**

In the execution of the judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Friday, the 6th day of April 2001 at 10h00, at 3 Derby Road, Kenilworth, being the address of the following immovable property:

Remainder Erf 64597, Kenilworth, in the City of Cape Town, Cape Division, Western Cape Province, measuring 212 square metres, held by the Defendants under Deed of Transfer No. T24815/96, also known as 3 Derby Road, Kenilworth, and comprising a dwelling comprising of 2 bedrooms, lounge/dining room, kitchen, bathroom & toilet and carport.

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

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One-tenth (1/10th) of the purchase price shall be paid in cash or by means of a bank cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer and secured within fourteen (14) days after the date of sale by an approved bank guarantee.

And subject further to the full conditions of sale which will be read out immediately before the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, 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 219933.)

Case No. 4171/2000

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and WILLEM LODEWYK GAUM, Judgment Debtor**

In the execution of the judgment of the Magistrate's Court, Paarl, in the above matter, a sale will be held on Tuesday, the 3rd day of April 2001 at 10h00, at 14 Hout Street, Paarl, of the following immovable property:

Erf 15388, Paarl, in the Municipality of Paarl, Paarl Division, Western Cape Province, measuring 1 248 square metres, held by the Defendant under Deed of Transfer No. T42848/86, also known as 14 Hout Street, Paarl, and comprising a dwelling consisting of 4 bedrooms, 2½ bathrooms, kitchen, lounge, 2 other rooms, garage, carport and swimming pool.

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

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One-tenth (1/10th) of the purchase price shall be paid in cash or by means of a bank cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer and secured within fourteen (14) days after the date of sale by an approved bank guarantee.

And subject further to the full conditions of sale which will be read out immediately before the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, Paarl.

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 218677.)

Case No. 17099/00

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and KAREL JONATHAN WELKOM, Defendant**

In pursuance of a Judgment granted against the Defendant by the Honourable Court on 9 October 2000 and a Warrant of Execution issued thereto the undermentioned immovable property described as:

Erf 9495, Mitchells Plain, situated in the City of Cape Town, Cape Division, Province of the Western Cape and held by Deed of Transfer No. T70991/1996 being 32 Hammerkop Street, Rocklands, Mitchells Plain, in extent 120 (one hundred and twenty) square metres.

The abovementioned property will be sold in execution at Court on Thursday, 12 April 2001 at 10h00.

The said property has the following improvements (but not guaranteed): Brick building, tile roof, fully vibrecrete fence, burglar bars, 3 bedrooms, cement floors, separate kitchen, lounge, dining-room, bathroom and toilet.

The Conditions of Sale may be inspected at the offices of the Sheriff of Mitchells Plain.

Dated at Cape Town this 21st day of February 2001.

A S Hurter, for Truter & Hurter Incorporated, Attorneys for Judgment Creditor, 5th Floor, Dumbarton House, 1 Church Street, Cape Town. (Ref: ASH/ew/25127.)

Case No. 14598/2000

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

**In the matter between ABSA BANK LTD, Plaintiff, and VERNON DAVIDS, 1st Defendant, and IRENE DAVIDS, 2nd Defendant**

In pursuance of judgment granted on 6/11/2000, 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 5/04/2001 at 10:00 at Mitchells Plain Magistrate Court to the highest bidder:

*Description:* Erf 15414, Mitchells Plain, in the Municipality of Cape Town, Cape Division, Province Western Cape, also known as 50 Salisbury Way, Portlands, Mitchells Plain, in extent 177 square metres.

*Improvements:* Brick building, tiled roof, burglar bars, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom & toilet, held by the Defendants in their name under Deed of Transfer No. T46658/94.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.
2. The purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville this 20 February 2001.

E C Jearey, for Malan Laas & Scholtz Inc, Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel: (021) 946-3165.] Service Address: Charles Papier, 1 Naboom Street, corner First Avenue, Mitchells Plain. (Ref: ECJ/SS/A0020/501.)

Saak No. 16740/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen STAD TYGERBERG, Eiser, en C BEERWINKEL, Verweerder**

Ingevolge 'n vonnis van die Landdroshof te Bellville gedateer 26 Junie 2000 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p/a Landdroskantoor, Bellville, per publieke veiling te koop aangebied op 12 April 2001 om 09h00:

Erf 33963, afdeling Bellville, groot 225 vierkante meter, ook bekend as Sheppardweg 29, Belhar, gehou kragtens Transportakte No. T70560/96.



**Voorwaardes:**

1. Die eiendom sal deur die Afslaer en/of Balju Landdroshof van Bellville 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 bond, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprijs kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se Prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 15,5% per jaar op die balans van die koopprijs, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslagersgelde 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 Vonniskskuldeiser asook belasting op toegevoegde waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Bellville, en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

*Datum:* 19 Februarie 2001.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. Mev. Terblanche/KBB136.)

**Case No. 44696/2000**

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

**In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and ADRIANNE WAYNE ARENDSE, Defendant**

In the above matter a sale will be held on Wednesday, 4 April 2001, at 10:00 am., at the Wynberg Magistrate's Court, being Erf 80968, Cape Town at Heathfield, situate in the South Peninsula Municipality, Cape Division, Province of the Western Cape, measuring 1 273 square metres, also known as No. 20 Rochester Road, Heathfield.

**Conditions of sale:**

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the mortgage bond interest rate, prevailing from time to time and currently at fourteen comma five per centum (14,5%) per annum is to be paid against registration of transfer, which shall be given and taken fourthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising three bedrooms, lounge, kitchen, bathroom/toilet and double garage.

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 at Wynberg South, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building 2, cnr Willie van Schoor & Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. H Crous/lr.)

**Case No. 1116/00**

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between BOE BANK LIMITED, Plaintiff (Execution Creditor), and KENILWORTH DONCASTER OFFICES (PTY) LTD, Defendant (Execution Debtor)**

In pursuance of a judgment of the above Honourable Court dated 4 May 2000, the following immovable property will be sold by public auction, on Friday, 23 March 2001 at 10h00, and the auction will take place at Kenilworth, Doncaster Office Park, cnr Racecourse & Doncaster Roads, Kenilworth. The properties to be sold are:

1. Section No. 1 as shown and more fully described on Sectional Plan No. SS534/98 in the scheme known as Doncaster Office Park, in respect of the land and building(s) situated at Kenilworth, City of Cape Town, Cape Division, Province of the Western Cape, which section the floor area, according to the said Sectional Plan is 311 square metres in extent, and held by Deed of Transfer No. ST19530/98. The property is situated at Kenilworth Doncaster Office Park, cnr Racecourse & Doncaster Roads, Kenilworth.



2. Section No. 5 as shown and more fully described on Sectional Plan No. SS534/98 in the scheme known as Doncaster Office Park, in respect of the land and building(s) situated at Kenilworth, City of Cape Town, Cape Division, Province of the Western Cape, which section the floor area, according to the said Sectional Plan is 318 square metres in extent, and held by Deed of Transfer No. ST19534/98. The property is situated at Kenilworth Doncaster Office Park, cnr Racecourse & Doncaster Roads, Kenilworth.

3. Exclusive Use Area described as Parking Area No. P1 in the scheme known as Doncaster Office Park, in respect of the land and buildings situated at Erf 159854, Kenilworth, City of Cape Town, as shown and more fully described on Sectional Plan No. SS534/98 and held by Certificate of Exclusive Use SK4434/98, and held by Consolidated Title Deed No. T107907/98, of which Parking Area according to the said Sectional Plan is 78 square metres in extent.

4. Exclusive Use Area described as Parking Area No. P7 in the scheme known as Doncaster Office Park, in respect of the land and buildings situated at Erf 159854, Kenilworth, City of Cape town, as shown and more fully described on Sectional Plan No. SS534/98 and held by Certificate of Exclusive use SK4434/98, and held by Consolidated Title Deed No. T107907/98, of which Parking Area according to the said Sectional Plan is 30 square metres in extent.

5. Exclusive Use Area described as Parking Area No. P11 in the scheme known as Doncaster Office Park, in respect of the land and the buildings situated at Erf 159854, Kenilworth, City of Cape Town, as shown and more fully described on Sectional Plan No. SS534/98 and held by Certificate of Exclusive Use SK4434/98, and held by Consolidated Title Deed No. T107907/98, of which Parking Area according to the said Sectional Plan is 120 square metres in extent.

While nothing is guaranteed, it is understood that the property consists of offices and Parking Areas.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff at 7/9 Electric Road, Wynberg or at Plaintiff's Attorneys.

Further details of the property can be obtained from the offices of the Plaintiff at 6th Floor, The Pinnacle, cnr Burg & Strand Streets, Cape Town. Telephone No. (012) 481-4000.

*Terms:*

1. The sale will be voetstoots without reserve and to the highest bidder but subject to provisions of the Supreme Court Act and Rules, all conditions contained in the Title Deed under which the property is held, and subject to the conditions of sale referred to hereinabove.

2. A deposit of 10% (ten per centum) of the purchase price, and Sheriff's charges of 5% (five per centum) of the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% (three per centum) up to a maximum fee of R7 000 (VAT inclusive), subject to a minimum of R260, which amounts shall be payable on the day of the sale. The balance of the purchase price shall be secured within fourteen (14) days of date of the sale by a bank or Deposit-Taking Institution Guarantee, to be approved by the Plaintiff's Attorneys, and to be furnished to the Sheriff within the fourteen (14) day period as aforesaid;

3. The full conditions of sale may be inspected at the offices of the Sheriff of the above Court.

Signed at Cape Town this the 21st day of February 2001.

H A Botes, for Mostert & Bosman, Attorney for Plaintiff, 2nd Floor, Leadership House, 40 Shortmarket Street, Cape Town.  
(Ref. HA Botes.)

**Case No. 36177/99**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOSEF AUGUST ADAMS, First Defendant, and  
CHARLOTTA PETRONELLA ADAMS, Second Defendant**

In the above matter a sale will be held on Thursday, 5 April 2001 at 09:00, at the Bellville Magistrate's Court, Voortrekker Road, Bellville, being:

Erf 26312, Bellville, in the City of Tygerberg, Cape Division, Province of the Western Cape, measuring 277 square metres, also known as No. 138 Vloot Street, Bellville South.

*Conditions of sale:*

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

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the mortgage bond interest rate, prevailing from time to time and currently at fourteen comma five per centum (14,5%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A double semi-detached dwelling comprising 2 bedrooms, kitchen and outside toilet.

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

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, cnr Willie van Schoor & Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. H Crous/1r.)

#### Case No. 20210/2000

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

#### In the matter between NEDCOR BANK LIMITED versus GAMAT SALIE MAY, and JASMNAH MAY

The following property will be sold in execution by public auction held at Mitchell's Plain Court, to the highest bidder, on Thursday, 5 April 2001 at 10:00:

Erf 35785, Mitchell's Plain, in extent 242 (two hundred and forty-two) square metres, held by Deed of Transfer T4975/2000, situated at 61 Botha Street, Eastridge, Mitchell's Plain.

#### Conditions of sale:

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

2. The following information is furnished but not guaranteed: Brick building with asbestos roof, fully vibre-crete fence, 3 bedrooms, cements floors, open plan kitchen, lounge, bathroom toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,5% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 23rd day of February 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. Mrs D Jardine/C01053.)

#### Saak No. 2017/99

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

#### In die saak tussen DIE MUNISIPALITEIT VAN GEORGE, Eksekusieskuldeiser, en H B KRUGER, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 7 Maart 2000, sal die volgende eiendom in eksekusie verkoop word op 4 April 2001 om 11:00, te die gegewe perseel soos beskryf hieronder:

Erf 15196, George, in die Munisipaliteit en Afdeling van George, ook bekend as Tamarisk Singel 5, Heather Park, George, groot 2,081 vierkante meter, gehou te Transportakte T14378/1992.

*Verbeterings:* Enkelwoonhuis.

*Verkoopvoorwaardes:*

1. Die verkoping is onderhewig aan die bepalings van die Landdroshowewet Nr 32 van 1944, en die Reels 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.

10% (tien persent) van die koopprys is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoers van 21% vanaf 1/10/98 tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank of bouverenigingwaarborg 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 of Toegevoegde Waarde op die koopprys, tensy die Vonnisskuldenaar voor die veiling die Afslaer en die Balju voorsien het van 'n skriftelike verklaaring 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.]

Saak No. 13330/99

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en ABRAHAM JOHANNES EUROPA en  
ANN SUSAN EUROPA, Eerste Verweerder**

Kragtens 'n uitspraak van bovermelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Dinsdag, 10 April 2001 at 10H00, by die Mitchells Plain Hof:

Die onroerende eiendom wat verkoop word, is 'n woonhuis bestaande uit 2 slaapkamers, kombuis, badkamer/toilet en word verdermeer omskryf as:

*Seker:* Erf 34088, Mitchells Plain, geleë in die Stad Kaapstad, Afdeling Kaap, Wes-Kaap Provinsie, groot 225 (tweehonderd vyf en twintig) vierkante meter, gehou kragtens Transportakte T66888/1998, ook bekend as Knobwoodweg 30, Eastridge, Mitchells Plain.

*Veilingvoorwaardes:*

1. Die veiling is onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalinge van artikel 66 van voormelde Wet.

2. 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 veilingdatum deur middel van 'n bank- of bougenootskapwaarborg gewaarborg word.

3. Verdermeer, onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Mitchells Plain Suid.

Geteken te Bellville op die 19de dag van Februarie 2001.

L. Sandenbergh, vir Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.

Saak No. 13061/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GEORGE GEHOU TE GEORGE

**In the matter between ABSA BANK BEPERK, Eiser, en MANFRED KONRAD BENJAMIN ACKERMANN, 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 die Balju vir George, aan die hoogste bieder op Woensdag, 4 April 2001 om 12h00, te ondervermelde perseel:

Erf 8719, George, geleë in die Munisipaliteit en Afdeling van George, groot 87 vierkante meter, gehou kragtens Transportakte ST10584/96, ook bekend as Seksie 4, van die Skema bekend as die Gewels, Yorkstraat, George.

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Sitkamer, kombuis, badkamer en 2 slaapkamers.

*Voorwaardes van verkoping:*

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshowewet en Reëls daaronder geproklameer en van die terme van die titelakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van verkoping aan die Geregsbode en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 14,50% per jaar sal binne 30 dae aan die Geregsbode betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. *Voorwaardes:* Die volle voorwaardes van verkoping lê vir insae by die kantoor van sowel as by die kantore van Mnre Millers Ingelyf, Van Beaconsuis, Meadestraat 123, George en die Balju, Wellingtonstraat 36 (a), George.

Gedateer te George op hierdie 22ste dag van Februarie 2001.

Millers Ingelyf, Prokureurs vir Eiser, Beaconsuis, Meadestraat 123, George. (Verw. LSJ/EN/A2035/Z05066.)



Saak No. 17506/00

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

**In die saak tussen: ABSA BANK BEPERK, Eiser, en ANDRE SWANEPOEL, 1ste Verweerder, en  
SHARON SPAMER, 2de Verweerder**

In die gemelde saak sal 'n veiling gehou word op 6 April 2001 om 09H00, te Landdroshof, Jan van Riebeeckweg, Kuilsrivier: Erf 16635, Kraaifontein, geleë in die Munisipaliteit Oostenberg, Afdeling Paarl, Provinsie van die Wes-Kaap, groot 285 vierkante meter, gehou deur die Verweerders kragtens Transportakte T22813/95, en beter bekend as Portlandsingel 21, Kraaifontein.

**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.  $\frac{1}{10}$  (een tiende) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 'n koers van 14,50% per annum (en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis) betaal te word teen registrasie van oordrag wat onverwyd na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit een slaapkamer, sitkamer en kombuis asook badkamer.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 23ste dag van Februarie 2001.

Marais Müller Ing., Prokureur vir Eiser, 19de Vloer, Cartwright's Corner Gebou, Adderleystraat, Kaapstad. (Verw. T R de Wet/ms/Z05870.)

Case No. 17335/98

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

**ABSA BANK BEPERK versus WENDALL WILLIAM ELLIOTT, and BERNARDETTE ANN ELLIOTT**

The following property will be sold in execution to the highest bidder at a public auction to be held at Magistrate's Court, Kuils River, on Wednesday, 11 April 2001 at 09:00:

Erf 4649, Blue Downs, situated in the Oostenberg Municipality, in extent 324 (three hundred and twenty four) square metres, held by Deed of Transfer T21231/92 and situated at 14 Birch Street, Forest Village, Kuils River.

**Conditions of sale:**

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a kitchen, 3 bedrooms and toilet.

3. **Payment:** 10% of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the full balance thereof with interest at the rate of 23% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

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

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

J van Niekerk, vir Laubscher & Hattingh, Plaintiff's Attorney.

Case No. 28890/2000

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and HARRY DANIEL BOWERS, First Defendant, and SYLVIA BEATRICE BOWERS, Second Defendant**

In the above matter a sale will be held in front of the Civil Court, Cape Town, on Wednesday, 4 April 2001 at 10:30:

Erf 116162, Cape Town, at Maitland, situated in the City of Cape Town, Cape Division, Province of the Western Cape, measuring 496 square metres, also known as 95 Sixth Avenue, Kensington, Maitland.



*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 seller's mortgage bond interest rate, prevailing from time to time and currently at fourteen comma five per centum (14,5%) per annum is to be paid against registration of transfer, which will be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising 4 bedrooms, lounge, kitchen, bathroom, 2 toilets and garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Cape Town and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park Building 2, cnr. Willie van Schoor & Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. H Crous/lr.)

Case No. 13383/2000

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SALIE MOOSA VALLIE, First Defendant, FRANCIS VALLIE, Second Defendant, SHAHIED VALLIE, Third Defendant, and HOOSAIN VALLIE, Fourth Defendant**

In the above matter a sale will be held in front of the Civil Court, Voortrekker Road, Goodwood on Monday, 2 April 2001 at 9:30, being:

Remainder Erf 12590, Goodwood, situated in the City of Tygerberg, Cape Division, Western Cape Province, measuring 547 square metres, also known as 457 Halt Road, Elsies River.

*Conditions of sale:*

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

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of fourteen comma five per centum (14,5%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising lounge, kitchen, 3 bedrooms, separate toilet, garage and servant's consisting of bedroom, bathroom/toilet and lounge.

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

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park Building 2, Nr. Willie van Schoor & Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. A Pepler/lr.)

Case No. 1881/97

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

**In the matter between NBS BANK LIMITED, Plaintiff, and FREDERICK THOMAS LINGENFELDER, Defendant**

In pursuance of a judgement in the Magistrate's Court of George and a Warrant of Execution dated 19 March 1997 the property hereunder listed will be sold in execution by the Sheriff, George on 6 April 2001 at 11h00 to the highest bidder, at the premises, being:

Erf 12509, George, situated in the Municipality and Division of George, measuring 2739 square metres.

*Held:* By Deed of Transfer Nr T37177/1989 (also known as 26 Meul Street, George).

The following improvements are reported to be on the property but nothing is guaranteed: Workshop/warehouse consisting of 2 offices, reception, kitchen, restroom, 3 toilets, shower and basin.

*Conditions of sale:*

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

2. *Terms:* The purchase price shall be paid as to 10% thereof on the date of sale to the Sheriff and the balance together with interest thereon at the rate of 19% per annum from date of registration of transfer shall be paid to the Sheriff, within 30 days or secured by an approved Bank or Building Society guarantee.

3. *Conditions:* The full conditions of sale may be inspected at the offices of Messrs Stadler & Swart, 3 Doneraile Street, George, and at the offices of the Sheriff, 36A Wellington Street, George.

Dated at George on this 15th day of March 2001.

Stadler & Swart, Attorney for Plaintiff, 3 Doneraile Street, George.

Saak No. 35903/00

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen BOE BANK BEPERK, Eiser, en BUTRAM HAROLD FIELDING, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer die 27 van Oktober 2000, sal die hiernabeskrewe vaste eiendom in eksekusie per openbare veiling verkoop word op 09 April 2001 om 09H00 te die Kuilsrivier Landdroshof, Van Riebeeckstraat, Kuilsrivier, die eiendom word beskryf as:

Erf 1416, Parow, in die Stad Tygerberg Afdeling Kaap, Provinsie Wes-Kaap.

Groot: 1279 (een duisend twee honderd nege en sewentig) vierkante meter.

Gehou: Kragtens Transportakte Nr. T51209/97.

Met straatadres te Nr 15 Mentz Singel, Panorama.

Alhoewel geen waarborg gegee word nie, word die volgende inligting verskaf: Die eiendom is verbeter en bestaan uit 4 slaapkamers, 1.5 badkamers, kombuis, sitkamer, eetkamer, toilet, motorhuis, swembad en ouma woonstel.

Die eiendom kan geïnspekteer word in oorleg met die Balju/Afslaer, Mnr I J Hugo, Tel: 948-8326.

Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) daarvan in kontant ten tyde van die verkoping en die volle saldo daarvan is teen registrasie van oordrag betaalbaar.

*Verkoopvoorwaardes:* Die volledige verkoopvoorwaardes lê ter insae by die kantore van die Balju/Afslaer, Mnr I J Hugo met telefoonnommer 948-8326 en by Van der Spuy & Vennote, Boland Bank Gebou, Laer Burgstraat 18, Kaapstad. Die aanwysings om by die perseel waarop die verkoping gaan plaasvind uit te kom, is verkrygbaar vanaf die Balju by bogemelde telefoonnommer.

Gedateer te Kaapstad op hierdie 22 dag van Februarie 2001.

Van der Spuy & Vennote, Prokureurs vir Vonnisskuldeiser, Boland Bankgebou, Laer Burgerstraat 18, Kaapstad. (Verw. me P. C. Neethling/mt/B3642.)

Case No. 47112/00

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

**In the matter between ABSA BANK LIMITED, formerly t/a UNITED BANK, Plaintiff (Execution Creditor), and WILLEM JOHANNES DE WEE, First Defendant (First Execution Debtor), and ELIZABETH DE WEE, Second Defendant (Second Execution Debtor)**

In pursuance of a judgment given in the Court of the Magistrate of Bellville and a Writ of Execution dated January 2001, a sale in execution will take place on Thursday, the 5th day of April 2001 at 09H00, at the Bellville Magistrate's Court, of:

*Certain:* Erf 19606, Portion of Erf 8733, Parow, in the City of Cape Town, Cape Division, Western Cape Province situate at 47 Ralph Street, Parow.

*Measuring:* 225 (two hundred and twenty five) square metres.

*Held:* By the Execution Debtor under Deed of Transfer Number T.47038/94.

The property is a dwelling house comprising approximately two bedrooms, kitchen, lounge and outside 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 percent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance thereof together with interest at the rate of twenty percent (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 Bellville who shall be the auctioneer.

Dated at Cape Town this 20th day of February 2001.

T. A. Goldschmidt, for MacCallums Inc., Execution Creditor's Attorneys, Second Floor, 35 Wale Street, Cape Town, 8001.  
(Ref. TAG/KD/V65325.)

**Case No. 5070/2000**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and STRENGTH PROPERTIES CC, Defendant**

Pursuant to a Judgment of the above Court dated 15th January 2001 and subsequent Warrant of Execution, the following immovable property will be sold in execution by public auction on Wednesday, the 11th day of April 2001 at 11h00, at the address of the property itself, i.e. No. 14 Tramonta, Jack Case Street, Plettenberg Bay, to the highest bidder viz:

Section No. 14, as shown and more fully described on Sectional Plan No. SS10/93, in the scheme known as Tramonto, in respect of the land and building or buildings situate at Plettenberg Bay, situated in the area of The Greater Plettenberg Bay Transitional Local Council, Division of Knysna.

*In extent:* 205 square meter together with an undivided share in the common property thereof.

Held by Deed of Sectional Title ST 45/1995.

The following information is furnished regarding the property but is not guaranteed: The property consists of a Sectional Title flat with entrance hall, lounge, dining room, kitchen, 4 bedrooms, bathroom and separate w.c.

*Conditions of sale:* The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

The full and complete conditions of sale will be announced by the Sheriff for 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, Knysna.

Payment shall be effected as follows: 10% (ten per cent) of the purchase price on the day of the sale and the balance together with interest thereon, equivalent to the existing rate charged by the Plaintiff in this action from the date of sale to date of registration of transfer, against the transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank guarantee within 10 (ten) days of the date of sale.

Dated at Knysna on this 16 day of February 2001.

Vowles, Callaghan & Boshoff, Plaintiff's Attorneys, 24 Queen Street, Knysna. [Tel. (044) 38-2311.]

**Case No. 8582/99**

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

**In the matter between NATAL BUILDING SOCIETY LIMITED, Plaintiff, and K NGUZO, Defendant**

In pursuance of a Judgment in the Court for the Magistrate of Kuils River and a Writ of Execution dated 28 April 2000, the property listed hereunder will be sold in Execution on Monday, 09 April 2001 at 09h00, at Kuils River Magistrate's Court, to the highest bidder:

*Certain:* Erf 51, Mfuleni, situated in the City of Cape Town, Cape Division, Western Cape Province, and situated at 21 Zighamo Avenue, Mfuleni.

*Measuring:* 357 square metres.

*Held under:* TL59953/90.

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

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Office of the Sheriff of the Court, in Bellville. A substantial Building Society loan can be raised for an approved purchaser.

Dated at Goodwood this 21st day of February 2001.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/RP/Z10029.)

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### SALE IN EXECUTION

#### NEDCOR BANK LIMITED *versus* R J & U ALEXANDER

Mitchells Plain, Case No. 1663/99

*The property:* Erf 42741, Mitchells Plain, in the City of Cape Town, Cape Division, Province of the Western Cape.

*In extent:* 231 square metres.

*Situate at:* 13 Garcia Street, Tafelsig, Mitchells Plain.

*Improvements* (not guaranteed): Brick walls, asbestos roof, 3 bedrooms, lounge, kitchen, bathroom, toilet.

*Date of sale:* 3 April 2001 at 10.00 a.m.

*Place of sale:* Mitchells Plain Magistrate's Court.

*Material conditions:* The sale will be voetstoots, by Public Auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain South.

Matz Watermeyer, Attorneys for Judgment Creditor, Fifth Floor, Fedsure Terrace, 25 Protea Road, Claremont.

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**Saak No. 272/99**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRINS ALBERT GEHOU TE PRINS ALBERT

##### In die saak tussen MNR J M ELOFF, Vonnisskuldeiser, en JOHN FORTUIN, Vonnisskuldenaar

Die volgende eiendom sal in eksekusie per openbare veiling verkoop word op Vrydag, 6 April 2001 om 09h00, te die Landdroskantoor, Kerkstraat, Prins Albert:

Erf Nr 1749, Prins Albert, groot 288 vierkante meter.

Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) daarvan in kontant ten tye van die verkoping en die volle balans daarvan is teen registrasie van die oordrag in die koper se naam, betaalbaar.

Die Verkoopsvoorwaardes lê ter insae by die kantore van die Balju vir die Landdroshof, Luttigstraat 1, Prins Albert, en Markotter Prokureurs, Kerkstraat 39, Prins Albert.

Gedateer te Prins Albert op hierdie 14de dag van Februarie 2001.

E. van Zyl, vir Markotter Prokureurs, Prokureurs vir Vonnisskuldeiser, Kerkstraat 39 (Posbus 11), Prins Albert, 6930.  
[Tel. (023) 541-1312/400.]

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**Saak No. 161/2000**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRINS ALBERT GEHOU TE PRINS ALBERT

##### In die saak tussen MNR J M ELOFF, Vonnisskuldeiser, en MARIA KATZEN, Vonnisskuldenaar

Die volgende eiendom sal in eksekusie per openbare veiling verkoop word op Vrydag, 6 April 2001 om 09h00, te die Landdroskantoor, Kerkstraat, Prins Albert:

Erf Nr 959, Prins Albert, groot 312 vierkante meter.

Gehou kragtens Transportakte Nommer T8871/96.

Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) daarvan in kontant ten tye van die verkoping en die volle balans daarvan is teen registrasie van die oordrag in die koper se naam, betaalbaar.



Die Verkoopvoorwaardes lê ter insae by die kantore van die Balju vir die Landdroshof, Luttigstraat 1, Prins Albert, en Markotter Prokureurs, Kerkstraat 39, Prins Albert.

Gedateer te Prins Albert op hierdie 14de dag van Februarie 2001.

E. van Zyl, vir Markotter Prokureurs, Prokureurs vir Vonnisskuldeiser, Kerkstraat 39 (Posbus 11), Prins Albert, 6930.  
[Tel. (023) 541-1312/400.]

**Case No. 31258/99**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and ERASMUS JOHANNES VISSER, Defendant**

In pursuance of a Judgment in the Court for the Magistrate of Bellville and a Writ of Execution dated 06 October 1999 the property listed hereunder will be sold in execution on Tuesday, 10 April 2001 at 10H30, at Defendant's premises, namely 04 Maroela Street, Loevenstein, Bellville, be sold to the highest bidder:

*Certain:* Erf 1290, Bellville, situated in the City of Cape Town, Cape Division, Western Cape Province, also known as 4 Maroela Street, Loevenstein, Bellville.

*In extent:* 1383 square metres.

*Held by:* Held by Title Deed No: T20618/89.

*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, bathroom & toilet, lounge, dining room, kitchen, double garage, dwelling on top of garage "granny flat".

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 15th day of February 2001.

Heyns & Partners Inc., Attorneys for Plaintiff, 68 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/RP/Z09721.)

**Case No: 6507/2000**

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

**In the matter between: NEDCOR BANK LIMITED, Judgment Creditor, and JOHN JOHANNES ZEEMAN, First Judgment Debtor, and ANNE LENA ZEEMAN, Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Bellville, on 12 April 2001 at 09H00:

Erf 14982, Bellville, in the City of Cape Town, Cape Division, Western Cape Province, known as 18 Heide Street, Belhar, in extent 623 (six hundred and twenty three) square metres.

Comprising lounge, 3 bedrooms, kitchen, bathroom, toilet, double garage and tiled roof.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts' Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at 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: KG Kemp/LvS/G359.)

Case No: 6508/2000

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

**In the matter between: NEDCOR BANK LIMITED, Judgment Creditor, and JOHN JOHANNES ZEEMAN, First Judgment Debtor, and ANNE LENA ZEEMAN, Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Bellville, on 12 April 2001 at 09H00:

Erf 26504, Bellville, in the City of Cape Town, Cape Division, Western Cape Province, known as 1 Homeria Street, Belhar, in extent 2063 (two thousand and sixty three) square metres.

Comprising lounge, diningroom, kitchen, 4 bedrooms, 3 bathrooms and toilets, study, double garage with room and bathroom and swimming pool.

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: KG Kemp/LvS/G360.)

Case No: 329/99

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

**In the matter between: NEDCOR BANK LIMITED, Judgment Creditor, and SALMON WILLIAMS, Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Hopefield, on 11 April 2001 at 10H00:

Erf 474, Hopefield, situate in the Saldanha Bay Municipality, Division of Malmesbury, Western Cape Province known as 474 Park Street, Oukraalfontein, Hopefield, in extent 595 (five hundred and ninety five) square metres.

Comprising 3 bedrooms, bathroom, kitchen, lounge, diningroom and garage, nothing guaranteed.

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: KG Kemp/LvS/G59.)

Case No. 27020/00

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

**In the matter between FAIRDALE BODY CORPORATE, Plaintiff, and TIRADEPROPS 1172 CC, Defendant**

The undermentioned property will be sold in execution by public auction at F12 Fairdale, Avondale Terrace, Diep River, on Monday, 7 May 2001 at 10:00, to the highest bidder, namely:

(a) Section 28, as shown and more fully described on Sectional Plan SS570/1998, in the scheme known as Fairdale, in respect of the land and building or buildings situated at Diep River, in the South Peninsula Municipality, of which Section the floor area, according to the said Sectional Plan is 44 (forty-four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST6166/1999, situated at Unit F12 Fairdale, Avondale Terrace, Diep River.

The following contract is registered against the property namely:

(a) SK4779/1998S.

A Certificate of Real Right SK4779/1998S, in favour of Soundprops 1374, Investments (Pty) Limited (the Developer), Company Reg. No. 92/02458/07, in terms of which the Developer has reserved for itself the right to extent the scheme from time to time, within a period of 20 (twenty) years for its personal account.

(b) Further building or buildings on the specified portion of the common property as indicated on the plan referred to in Section 5(2) of the Act, filed in this office, and to divide such building or buildings into a section or sections and common property and to confer the right to exclusive use over portion of such common property upon the owner or owners of one or more units in the scheme known as Fairdale, in respect of the land and building or buildings situated at Diep River, in the South Peninsula Municipality, and shown on Sectional Plan SS570/1998.

*Conditions of sale:*

1. The following information is furnished, but not guaranteed, namely: Brick walls, tiled roof, two bedrooms, lounge and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price in cash or by means of a bank or building society-guaranteed cheque on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser which payment shall be secured by an approved bank or building society guarantee within 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 offices of the Sheriff of the Magistrate's Court, Cape Town.

Dated at Cape Town This 21st day of February 2001.

T. M. Chase, for Buchanan Boyes, Fourth Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. Mrs Diedericks/63195.)

**Case No. 27023/00**

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

**In the matter between FAIRDALE BODY CORPORATE, Plaintiff, and TIRADEPROPS 1174 CC, Defendant**

The undermentioned property will be sold in execution by public auction at H4 Fairdale, Avondale Terrace, Diep River, on Monday, 7 May 2001 at 10:30, to the highest bidder:

A unit consisting of Section 4, as shown and more fully described on Sectional Plan SS570/1998, in the scheme known as Fairdale, in respect of the land and building or buildings situated at Diep River, in the City of Cape Town, of which section the floor area according to the said sectional plan is 44 (forty-four) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST6163/1999, situated at Unit H4 Fairdale, Avondale Terrace, Diep River.

The following contract is registered against the property namely:

(a) SK4779/1998S

A Certificate of Real Right SK4779/1998S, in favour of Soundprops 1374 Investments (Pty) Limited (the Developer), Company Reg. No. 92/02458/07, in terms of which the Developer has reserved for itself the right to extend the scheme from time to time, within a period of 20 (twenty) years for its personal account.

(b) Further building or buildings on the specified portion of the common property as indicated on the plan referred to in Section 5(2) of the Act, filed in this office, and to divide such building or buildings into a section or sections and common property and to confer the right to exclusive use over portion of such common property upon the owner or owners of one or more units in the scheme known as Fairdale, in respect of the land and building or buildings situated at Diep River, in the South Peninsula Municipality, and shown on Sectional Plan SS570/1998.

*Conditions of sale:*

1. The following information is furnished, but not guaranteed, namely: Brick walls, tiled roof, two bedrooms, lounge and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price in cash or by means of a bank or building society-guaranteed cheque on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser which payment shall be secured by an approved bank or building society guarantee within 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 offices of the Sheriff of the Magistrate's Court, Cape Town.

Dated at Cape Town This 21st day of February 2001.

T. M. Chase, for Buchanan Boyes, Fourth Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. Mrs Diedericks/63192.)

Case No. 6473/2000

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and GEORGE THYS, Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Court-house, Stellenbosch, on 10 April 2001 at 11:00:

Erf 11440, Stellenbosch, in the Municipality and Division of Stellenbosch, Western Cape Province, known as 4 Van Dyk Street, Idas Valley, Stellenbosch, in extent 204 (two hundred and four) square metres, comprising two bedrooms, kitchen, bathroom and toilet and asbestos roof—nothing guaranteed.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon and 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 Stellenbosch, 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/G675.)

Saak No. 160/98

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRINS ALBERT GEHOU TE PRINS ALBERT

**In die saak tussen mev. M. SKAARNEK, Vonnisskuldeiser, en MAGGIE JAFTHA, Vonnisskuldenaar**

Die volgende eiendom sal in eksekusie per openbare veiling verkoop word op Vrydag, 6 April 2001 om 09:00, te die Landdroskantoor, Kerkstraat, Prins Albert:

Erf 1825, Prins Albert, groot 458 vierkante meter.

Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) daarvan in kontant ten tye van die verkoping en die volle balans daarvan is teen registrasie van die oordrag in die koper se naam, betaalbaar.

Die verkoopvoorwaardes lê ter insae by die kantore van die Balju vir die Landdroshof, Luttigstraat 1, Prins Albert, en Markotter Prokureurs, Kerkstraat 39, Prins Albert.

Gedateer te Prins Albert op hierdie 14de dag van Februarie 2001.

E. van Zyl, vir Markotter Prokureurs, Prokureurs vir Vonnisskuldeiser, Kerkstraat 39 (Posbus 11), Prins Albert, 6930. [Tel. (023) 541-1312/400.]

Case No. 6491/2000

## 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), Plaintiff, and MOGAMAT SHIRAAJ SLAMDIEN, Defendant**

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 23 March 2000, the property listed hereunder, and commonly known as Corner, First Road and Fifth Avenue, Grassy Park, will be sold in execution at the premises on Monday, 9 April 2001 at 15:00, to the highest bidder:

Erf 11226, Grassy Park (Portion of Erf 7639, Grassy Park), situated in the City of Cape Town (South Peninsula Administration), Cape Division, Western Cape Province, extent 240 (two hundred and forty) square metres, held under Deed of Transfer T66812/99.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising two 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, Wynberg South, 7-9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on this 20th day of February 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. C. Smith/N50048.)



Case No. 6062/2000

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and GHALIED BASADIEN, First Defendant,  
MAWADDA BASADIEN, Second Defendant, and NATHOLING BASADIEN, Third Defendant**

In pursuance to a judgment in the above Court and a warrant of execution dated 11 May 2000, the following property will be sold in execution on Tuesday, 10 April 2001 at 10:00, to the highest bidder in front of the aforementioned Magistrate's Court, namely:

Erf 7030, Weltevreden Valley, in extent 250 (two hundred and fifty) square metres, held by Deed of Transfer T82269/1999, situated at 31 Liverpool Crescent, Rondevlei Park.

*Description:* Brick dwelling under tiled roof comprising of lounge, kitchen, two bedrooms, bathroom and toilet.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the Rules made thereunder and of the title 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 13th day of February 2001.

S. R. Boyes, for Buchanan Boyes, Plaintiff's Attorney, First Floor, 26 First Avenue, Fish Hoek. (Ref. SRB/lc/28B/V47662.)

Case No. 6063/2000

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOGAMAT ARMEN VAN REENEN,  
First Defendant, and HUDA VAN REENEN, Second Defendant**

In pursuance to a judgment in the above Court and a warrant of execution dated 18 October 2000, the following property will be sold in execution on Tuesday, 10 April 2001 at 10:00, to the highest bidder in front of the above-mentioned Magistrate's Court, namely:

Erf 36981, Mitchells Plain (Lentegeur), in extent 198 (one hundred and ninety-eight) square metres, held by Deed of Transfer T80389/1999, situated at 47 Plumbago Crescent, Lentegeur.

*Description:* Single-brick dwelling under asbestos roof comprising kitchen, lounge, three bedrooms, bathroom and toilet.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the Rules made thereunder and of the title 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 16th day of February 2001.

S. R. Boyes, for Buchanan Boyes, Plaintiff's Attorneys, First Floor, 26 First Avenue, Fish Hoek. (Ref. SRB/lc/14V/V47659.)

Case No. 18093/2000

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

**In the matter between UNIBANK SAVINGS AND LOANS LIMITED, Judgment Creditor, and MOGAMAT ARMEN  
SOLOMONS, First Judgment Debtor, and KAMELA SOLOMONS, Second Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Tuesday, 10 April 2001 at 10:00:

Erf 11154, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, also known as 18 Piper Close, Rocklands, Mitchells Plain, in extent 133 (one hundred and thirty-three) square metres.

*Comprising:* The following information is furnished but not guaranteed: Brick building, tiled roof, partly vibre-crete fence, burglar bars, three bedrooms, cement floors, separate kitchen, lounge, bathroom and toilet.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% (ten per centum) of the price is payable at the time of the sale with the balance plus interest thereon and 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. K. G. Kemp/WB/B960.)

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**Case No. 708/1998**

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

**In the matter between CAPE OF GOOD HOPE BANK LTD, Judgment Creditor, and MANUEL RODRIQUES D'ACHADA and JOHN SCOTT WRENSCH, Judgment Debtor**

In the execution of the Judgment of the Magistrate's Court, Simons Town in the above matter, a sale will be held on Wednesday, 11th April 2001 at 14H30 and at the property of the following immovable property:

Remainder Erf 87241, Cape Town at Muizenberg, in the area of the Transitional Metropolitan Substructure of Cape Town; in extent 370 square metres, held by Deed of Transfer No. T16864/1986, situated at 11 Atlantic Road, Muizenberg, Cape.

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 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. One-tenth (1/10th) 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 fourteen (14) 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 double storey building with ground floor comprising shop, bathroom and kitchen and top floor comprising office and bathroom.

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 Simons Town and at the offices of the undermentioned auctioneers.

Auction Alliance (Pty) Limited of 140 Loop Street, Cape Town, Cape.

Herold Gie & Broadhead, Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref: A. C. Broodryk).

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**Case No. 31135/2000**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NANIWE ZOE VUMAZONKE, Defendant**

In pursuance to a Judgment in the above Court and a Warrant of Execution dated 24 October 2000, the following property will be sold in execution on Tuesday, 10 April 2001 at 10h00, to the highest bidder in front of the abovementioned Magistrate's Court, namely:

Erf 102, Guguletu, in extent 217 (two hundred and seventeen) square metres, held by Deed of Transfer No. TL63352/1989, situate at NY 8, No. 26 Malynga Park, Guguletu.

*Description:* Single brick dwelling under tiled roof comprising of kitchen, lounge, 3 bedrooms, 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 this the 16th day of February 2001.

S. R. Boyes, Buchanan Boyes, Plaintiff's Attorney, 1st Floor, 26-1st Avenue, Fish Hoek. (Ref: SRB/lc/17V/V47807.)

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**Case No. 209/2001**

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

**In the matter between FIRSTRAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and DIEDERICK ARNOLDUS VILJOEN, First Defendant, and ALBERTINA CHRISTINA VILJOEN, Second Defendant**

In the above matter a sale will be held in front of the Civil Court, Van Riebeeck Road, Kuilsriver on Friday 30 March 2001 at 9:00.

Erf 6693, Kraaifontein, in the Oostenberg Municipality, Division Paarl, Western Cape Province, measuring 510 square metres, also known as No. 139 Dorp Street, Kraaifontein.

*Conditions of Sale*

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

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of fourteen comma five percentum (14,5%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising of: 3 bedrooms, 1 1/2 bathrooms, lounge, dining-room, kitchen and double garage.

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

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, Cnr. Willie van Schoor & Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref: H Crousr/lr.)

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**Case No. 20479/2000**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and ANTHONY DUMINY, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Kuils River and Writ of Execution dated the 12th of December 2000, the following property will be sold in execution on the 6th of April 2001 at 9:00 at the Magistrate's Court, Kuils River:

*Certain:* Erf No. 3674, Blue Downs, in the Stellenbosch Division, in the Province of the Western Cape, measuring 330 square metres, held by Deed of Transfer No. T5376/1993.

*Consisting of:* Tiled roof, two bedrooms, lounge, bathroom/toilet.

*Street address:* 46 Goldstein Street, Blue Downs, Eersterivier.

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

2. *Payment:* A deposit of 10 (ten) percent of the purchase price shall be paid in cash or by Bank guaranteed cheque at the time of the sale.

The balance (plus interest at the current rate of 14,5 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, Kuils River.

Dated at Cape Town on 16 February 2001.

Jan S. de Villiers, Attorneys for Plaintiff, 16th Floor, No. 1 Thibault Square, Cape Town. (Ref: lvt/K5921.)

**Case No. 2852/2000**

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 WREN MICHAEL JACOBS, First Execution Debtor, and VANESSA DAWN JACOBS, Second Execution Debtor**

In execution of the Judgment of the Magistrate's Court of Mitchell's Plain a sale will be held at Mitchells Plain Court House, on 10 April 2001 at 10H00, to the highest bidder:

Erf 13254, Mitchells Plain, measuring one hundred and ninety seven square metres, situate at 3 Lysander Street, Rocklands, Mitchells Plain, 7785.

*Property description:* A brick residential dwelling under a tiled roof consisting of vibrecrete walls, burglar bars, three bedrooms, lounge, kitchen, bathroom and toilet.

Held by Title Deed T21236/93.

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

2. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling Building Society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a Bank or Building Society guarantee.

And subject to the further conditions which may be read out at the time of the Sale and which may be inspected at the offices of the Sheriff of the Court, Mitchells Plain.

Dated at Cape Town on 19 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/Z05514.)

**Case No. 23849/00**

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

**In the matter between ABSA BANK LIMITED, MITCHELLS PLAIN, Plaintiff, and MOGHAMAT KASSIEM DAVIDS, First Defendant, and SHANAAZ DAVIDS, Second Defendant**

The following property will be sold in execution at the Mitchells Plain Court House on the 10 April 2001 at 10H00, to the highest bidder:

Erf 35137, Mitchells Plain, measuring one hundred and fifty square metres, situate at 68 Elektra Road, Eastridge Mitchells Plain, 7785, held by Title Deed T66642/1993.

*Property description:* A brick residential dwelling under an asbestos roof comprising 3 bedrooms, bathroom, toilet, kitchen, lounge.

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, Mitchell's Plain.

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref: COL/BBS/Z05910.)

**Case No. 2980/00**

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

**In the matter between ABSA BANK LIMITED, WYNBERG, Plaintiff, and HENDRIK FRANS JANSEN VAN RENSBURG, First Defendant**

The following property will be sold in execution at the site being 18 Chard Road, Norfolk Park, Steenberg on the 11 April 2001 at 11H30, to the highest bidder:

Erf 114638, Retreat, measuring five hundred and ten square metres, situate at 18 Chard Road, Norfolk Park, Steenberg, Cape Town, held by Title Deed T99661/99.



*Property description:* A brick residential dwelling under a tiled roof comprising of 3 bedrooms, kitchen, lounge, wooden floors, dining-room, garage, small outside flat.

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, Simons Town.

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref: COL/BBS/Z05823.)

#### Case No. 21811/2000

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOGAMAT RHAFIEK MOSES, First Defendant, and LABEEKA MOSES, Second Defendant**

In pursuance to a Judgment in the above Court and a Warrant of Execution dated 29 November 2000, the following property will be sold in execution on Tuesday, 10 April 2001 at 10h00, to the highest bidder at the aforementioned court-house:

Erf 7134, Weltevreden Valley, in extent 256 (two hundred and fifty six) square metres, held by Deed of Transfer No. T86442/1999, situate at 29 Sussex Road, Weltevreden Valley, Mitchells Plain.

*Description:* A single dwelling of brick walls under a tiled roof comprising of 3 bedrooms, lounge, kitchen, 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 percentum (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 this the 26th day of January 2001.

S. R. Boyes, for Buchanan Boyes, Plaintiff's Attorneys, 1st Floor, 26-1st Avenue, Fish Hoek. (Ref: SRB/lc/V47809/42M.)

#### Case No. 18939/00

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

**In the matter between BOE BANK LIMITED, Plaintiff, and ALIE SLAMDEN, Defendant**

In pursuance of a Judgment of the Magistrate's Court of Wynberg and Writ of Execution dated 13 July 2001, the property listed hereunder, will be sold in Execution at the premises being 33 Brentwood Road, Wynberg, on Monday the 9th day of April 2001 at 10h00 to the highest bidder.

*Property description:* Erf 97848, Cape Town at Wynberg, situate in the South Peninsula Municipality, Cape Division, Western Cape. *Physical address:* 33 Brentwood Road, Wynberg.

The following improvements are reported to be on the property, but nothing is guaranteed: A single brick dwelling under an asbestos roof consisting of (±) 2 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, Wynberg, 7 and 9 Electric Way, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Tokai this 23rd day of January 2001.

Michael Matthews & Associates, Plaintiff's Attorneys, Suite D1, Westlake Square, 1 Westlake Drive, Tokai. (Ref: B Carnegie/cw/W01051.)

Case No. 40137/2000

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

**In the matter between GBS MUTUAL BANK, Plaintiff, and MICHAEL ROBIN SOUTHEY, Defendant**

In pursuance of a judgment of the Court of the Magistrate for the District of Wynberg dated 21 December 2000, and Writ of Execution dated 21 December 2000, the following will be sold in execution at 10h00 on 4 April 2001, at the steps of the Magistrate's Court, Wynberg, being:

Erf 53314, Cape Town at Claremont, situate in the City of Cape Town, Cape Division, Western Cape Province, in extent 277 square metres, also known as 13 Durham Street, Claremont.

The following improvements are reported to the property but not guaranteed: A single dwelling built of brick walls, tiled roof consisting of 2 bedrooms, lounge, kitchen, bathroom and toilet.

*Conditions of Sale:*

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and of the title deed insofar as these are applicable.

*2. Payment:*

2.1 10% (ten per centum) of the purchase price shall be paid in cash by means of a bank or building society guaranteed cheque to the Sheriff of the Court or the auctioneer upon signature of the conditions of sale, or otherwise as the Sheriff of the Court or the auctioneer may arrange;

2.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

*2.3 Interest shall be paid on—*

2.3.1 the amount of the Plaintiff's claim at the rate of 16,5% for each month or part thereof from the date of the sale to date of registration of transfer;

2.3.2 Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer;

2.4 All the amounts mentioned in paragraphs 2.2 and 2.3 above are to be secured by the purchaser by an approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the date of the sale to the Execution Creditor's conveyancers.

3. *Full conditions of sale:* The full conditions of sale which will be read out by the Sheriff of the Court or the Auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or the auctioneer's office.

Dated at Cape Town this 26th day of January 2001.

K. Sloth-Nielsen, 2nd Floor, Groote Kerk Building, Adderley Street, Cape Town.

Case No. 39942/2000

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

**In the matter between ABSA BANK LIMITED formerly t/a UNITED BANK, Plaintiff (Execution Creditor), and ALEXANDER JOHNSON KAREMACHER, Defendant (Execution Debtor)**

In pursuance of a judgment given in the Court of the Magistrate of Wynberg and a Writ of Execution dated December 2000, a sale in execution will take place on Monday, the 9th day of April 2001 at 12H00 at the premises, being 94 Campground Road, Rondebosch, Cape Town, of:

*Certain:* Erf 46929, Cape Town at Rondebosch, in the City of Cape Town, Cape Division, Western Cape Province, measuring 1 049 (one thousand and forty nine) square metres, held by the Execution Debtor under Deed of Transfer No. T73090/1994.

The property is a single storey dwelling of brick walls under tiled roof comprising approximately three bedrooms, lounge, dining-room, bathroom, toilet, kitchen and garage.

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

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

2. Ten percent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance thereof together with interest at the rate of twenty percent (20%) per annum calculated on the amount of the Plaintiff's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the district of Wynberg who shall be the auctioneer.

Dated at Cape Town this 23rd day of January 2001.

T. A. Goldschmidt, for MacCallums Inc., Execution Creditor's attorneys, 2nd Floor, 35 Wale Street, Cape Town, 8001.  
(Ref: TAG/KD/V65224.)

Case No. 17192/99

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and NEL, DIRK JOHANNES, First Defendant, and NEL, JOHANNA CATHARINA, Second Defendant, and STRATUS DEVELOPMENT CC, 3rd Defendant**

Take notice that in pursuance of a Judgment of the above Honourable Court in the above case on 23 May 2000 and in execution of a Writ of Execution of immovable property, the following property will be sold by the Sheriff of the High Court for the district of Knysna on Wednesday the 4th day of April 2001 in front of the Magistrate's Court, Main Street, Knysna at 11:00.

*Certain:* Erf 3654, Sedgefield, In the Transitional Local Council of Sedgefield, Division of Knysna, in the Province of the Western Cape; measuring 1 173 (one thousand one hundred and seventy three) square metres; held under Deed of Transfer No. T97033/97.

The property is situated at 3654 Coral Reef Crescent, Sedgefield consisting of: A vacant stand.

The said property will be sold on the conditions of sale, which conditions can be inspected before the sale at the office of the Sheriff of the High Court, Knysna, Tel. (044) 382-3829, situated at 11 Uil Street, Industrial Area, Knysna, or the attorneys acting for the Execution Creditor Smit Hauptfleisch Attorneys, First Floor, North State Building, 95 Market Street (cnr Kruis Street), Johannesburg (Ref: HHS/en/31528).

Signed at Johannesburg on this the 9th day of February 2001.

H. H. Smit, for Smit Hauptfleisch Attorneys, First Floor, North State Building, 95 Market Street (cnr Kruis Street); P O Box 1183, Johannesburg. (Tel. 333-8541.) (Ref: HHS/en/31528.)

Saak No. 4626/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

**In die saak tussen ABSA BANK LIMITED, Eiser, en BARRY NOBLE, Eerste Verweerder, en KATTY NOBLE, Tweede Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 19 Julie 2000 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 10 April 2001 om 10:0, te Desmoresstraat 19, Wellington, geregtelik verkoop sal word, naamlik:

Erf 7748, Wellington, geleë in die gebied van Wellington Oorgangsraad, afdeling Paarl, provinsie Wes-Kaap, groot 450 vierkante meters, gehou deur Transportakte T34736/98 ook bekend as Desmoresstraat 19, Wellington

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Hoofstraat 54, Wellington, ter insae lê en behels onder andere die volgende:

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

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

Aan: Die Balju van die Landdroshof.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel. 871-1200.) (Verw. SV/BUR001.)

Case No. 25169/99

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and SIVALINGUM ALIEMOTHOO NAIDOO, First Defendant, and PAMELA NAIDOO, Second Defendant**

Pursuant to the Judgment of the Court granted on 17 July 2000 and a writ of execution issued thereafter, the undermentioned property will be sold in execution on Wednesday, 4 April 2001 at 10:00 at the Court house being Magistrate's Court, Church Road, Wynberg to the highest bidder:

Erf 259, Pelican Park, in the South Peninsula Municipality, Division Cape, Western Cape Province, in extent 250 (two hundred and fifty) square metres, held under Deed of transfer T77939/1994.

*Street address:* 67 Pelican Avenue, Pelican Park.

The following improvements are situated on the property, although in this respect nothing is guaranteed: A single dwelling, brick walls under an asbestos roof, two bedrooms, kitchen, lounge, bathroom, toilet and servants' quarters.

*Conditions of sale:* 10% of the purchase price and Sheriff of the Magistrate's Court charges in cash or by means of a bank-guaranteed cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by bank guarantee to be furnished within fourteen (14) days from date of sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court Wynberg, District of Wynberg, 7 Electric Road, Wynberg.

Signed at Cape Town this 8th day of February 2001.

B. van der Vyver, for Walkers Inc., Plaintiff's Attorneys, 15th Floor, Pleinpark Building, Plein Street, Cape Town. (Ref. BVDV/gm/W73615.)

Case No. 20948/00

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

**In the matter between BOE BANK LIMITED, Judgment Creditor, and DONALD ERIC PETERS, Judgment Debtor**

The undermentioned property will be sold in execution Magistrate's Court Kuils River on Monday, 9 April 2001 at 09:00:

Erf 7895, Blue Downs, situated in the Oostenberg Municipality, Division Stellenbosch, Western Cape Province, in extent 262 square metres, held by Deed of Transfer T68204/96 (also known as 4 Korhaan Close, Electric City, Blue Downs), comprising a dwelling consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at 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.] (Verw. K. G. Kemp/AB/B01570.)

Saak No. 7052/00

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

**In die saak tussen ABSA BANK LIMITED, Eiser, en M. C. MOSES, Eerste Verweerder, en S. S. MOSES, Tweede Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 6 November 2000 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 2 April 2001 om 10:00, te Die Landdroskantoor, Berggrivier Boulevard, Paarl, geregtelik verkoop sal word, naamlik:

Erf 22063, Paarl in die munisipaliteit en afdeling van Paarl, groot 248 vierkante meters, gehou deur Transportakte T33823/1998 ook bekend as Adri Faasstraat 52, Paarl.

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

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

Gedateer te Paarl op hede die 7de dag van Februarie 2001.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel. 871-1200.) (Verw. SV/CAK001.)



Saak No. 9849/98

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

**In die saak tussen ABSA BANK LIMITED, Eiser, en V. M. ALEXANDER, Eerste Verweerder, en  
J. J. ALEXANDER, Tweede Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 11 Januarie 1999 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 2 April 2001 om 10:00, te die Landdroskantoor, Bergrivier Boulevard, Paarl, geregtelik verkoop sal word, naamlik:

Erf 19619 Paarl, in die munisipaliteit en afdeling Paarl, provinsie Wes-Kaap, groot 450 vierkante meters, gehou deur Transportakte T49705/98 ook bekend as Brookslaan 2 (E), New Orleans, Paarl.

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

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

Gedateer te Paarl op hede die 8ste dag van Februarie 2001.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel. 871-1200.) (Verw. SV/ZFC001.)

Case No. 16157/00

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

**In the matter between BOE BANK LIMITED, Judgment Creditor, and NIGEL BOWMAN, Judgment Debtor**

The undermentioned property will be sold in execution at the Magistrate's Court, Kuils River on Monday, 9 April 2001 at 09:00:

A unit consisting of:

1. (a) Section 21 as shown and more fully described on Sectional Plan SS188/1989 in the scheme known as Strawberry Place, in respect of the land and building or buildings situated at Kuils River, in the City of Cape Town of which section the floor area, according to the said sectional plan, is 57 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST20246/96, comprising a dwelling with two bedrooms, kitchen, lounge and bathroom (also known as 21 Strawberry Place, Ou Nooiensfontein Way, Kuils River).

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 the 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.] (Verw. K. G. Kemp/AB/B01395.)

Case No. 2652/00

## 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), Execution Creditor, and  
ERNEST DAVID MIDDLEWAY, First Execution Debtor, and FELICIA MIDDLEWAY, Second Execution Debtor**

In execution of the judgment of the High Court a sale will be held at the site being 31 Muritz Way, Cornisten Park, Steenberg, on 11 April 2001 at 13:00 to the highest bidder:

Erf 150401, Retreat, measuring three hundred and seventy square metres, situated at 31 Muritz Way, Cornisten Park, Steenberg.

*Property description:* A single storey brick residential dwelling under a tiled roof comprising lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and single garage, held by Title Deed T108494/97.

1. The sale is subject to the terms and conditions hereunder and the property being sold is 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 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/Z05492.)

Case No. 14875/99

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

**In the matter between ABSA BANK LIMITED, CLAREMONT, Plaintiff, and DENNIS BAIDEN JOHN RAS, First Defendant, and MARY ANN RAS, Second Defendant**

The following property will be sold in execution at the site being 159 Clive Street, Lansdowne, on 10 April 2001 at 10:00, to the highest bidder:

Erf 58929, Lansdowne, measuring four hundred and ninety-one square metres, situated at 159 Clive Street, Lansdowne, 7700, held by Title Deed T15333/86.

*Property description:* A brick and mortar Residential dwelling under an asbestos roof comprising three bedrooms, lounge, kitchen, bathroom, toilet 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 20,0% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfere) 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/Z04775.)

Case No. 6948/2000

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

**In the matter between NBS, a Division of BOE BANK LIMITED, Plaintiff, and G. J. STOPFORTH, First Defendant, and R. M. STOPFORTH, Second Defendant**

In pursuance of a judgment in the Magistrate's Court of George and a warrant of execution dated 25 August 2000 the property hereunder listed will be sold in execution by the Sheriff, George on 5 April 2001 at 11:00 to the highest bidder, at the premises, being:

Erf 5045, George, situated in the Municipality and Division of George, measuring 3 533 square metres, held by Deed of Transfer T48994/99 (also known as 4 Heunis Avenue, Camphersdrift, George).

The following improvements are reported to be on the property but nothing is guaranteed: House consists of double storey with lounge, kitchen, three bedrooms, bathroom, toilet and shower.

*Conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts act and the Rules made hereunder and of the title deed insofar as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% thereof on the date of sale to the Sheriff and the balance together with interest thereon at the rate of 19% per annum from date of registration of transfer shall be paid to the Sheriff, within 30 days or secured by an approved bank or building society guarantee.

3. *Conditions:* The full conditions of sale may be inspected at the offices of Messrs Van Rensburg Properties and Auctions as also Messrs Stadler & Swart, 3 Doneraile Street, George and at the offices of the Sheriff, 36A Wellington Street, George.

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

Stadler & Swart, Attorney for Plaintiff, 3 Doneraile Street, George.

Case No. 11461/2000

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

**In the matter between NBS, a Division of BOE BANK LIMITED, Plaintiff, and DIRK KRIEL PROPERTIES CC, First Defendant, and DIRK JOHANNES KRIEL, Second Defendant**

In pursuance of a judgment in the Magistrate's Court of George and a warrant of execution dated 23 January 2001 the property hereunder listed will be sold in execution by the Sheriff, George on 5 April 2001 at 12:00 to the highest bidder, at the premises, being:

Erf 912, Eighth Avenue 912, Wilderness, situated in the Municipality and Division of George, measuring 1 800 square metres, held by Deed of Transfer T88397/98 (also known as 912 Eighth Avenue, Wilderness).

The following improvements are reported to be on the property but nothing is guaranteed: House consists of four storey house with lounge, kitchen, dining-room, three bedrooms, two bathrooms, two toilets, two showers and a carport.

*Conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts act and the Rules made hereunder and of the title deed insofar as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% thereof on the date of sale to the Sheriff and the balance together with interest thereon at the rate of 19% per annum from date of registration of transfer shall be paid to the Sheriff, within 30 days or secured by an approved bank or building society guarantee.

3. *Conditions:* The full conditions of sale may be inspected at the offices of Messrs Van Rensburg Properties and Auctions as also Messrs Stadler & Swart, 3 Doneraile Street, George and at the offices of the Sheriff, 36A Wellington Street, George.

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

Stadler & Swart, Attorney for Plaintiff, 3 Doneraile Street, George.

Case No. 4630/96

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

**In the matter between ABSA BANK LIMITED, formerly UNITED BANK LIMITED, formerly UNITED BUILDING SOCIETY, Plaintiff, and CECIL JOHN DE REUCK, First Defendant, and BENITA WILHELMINA PETRONELLA DE REUCK, Second Defendant**

In pursuance of a judgment in the Magistrate's Court of George and a warrant of execution dated 26 June 1997 the property hereunder listed will be sold in execution by the Sheriff, George on 5 April 2001 at 10:00 to the highest bidder, at the premises, being:

Erf 3249, George, situated in the Municipality and Division of George, measuring 992 square metres, held by Deed of Transfer T54414/89 (also known as 7 Merriman Street, George).

The following improvements are reported to be on the property but nothing is guaranteed: House consists of lounge, dining-room, three bedrooms, bathroom, toilet and single garage.

*Conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts act and the Rules made hereunder and of the title deed insofar as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% thereof on the date of sale to the Sheriff and the balance together with interest thereon at the rate of 19% per annum from date of registration of transfer shall be paid to the Sheriff, within 30 days or secured by an approved bank or building society guarantee.

3. *Conditions:* The full conditions of sale may be inspected at the offices of Messrs Stadler & Swart, 3 Doneraile Street, George and at the offices of the Sheriff, 36A Wellington Street, George.

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

Stadler & Swart, Attorney for Plaintiff, 3 Doneraile Street, George.

Case No. 4615/00

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

**In the matter between BOE BANK LTD, Judgment Creditor, and BETTIE F. KAROOLS, Judgment Debtor**

The undermentioned property will be sold in execution at the Magistrate's Court, Kuils River on Monday, 9 April 2001 at 09:00:

A unit consisting of:

(a) Section No. 5, as shown and more fully described on Sectional Plan No. SS188/89 in the scheme known as Strawberry Place in respect of the land and building or buildings situated at Kuils River, in Oostenberg Municipality, of which section the floor area according to the said sectional plan is 56 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan ("the property"), held by Deed of Transfer No. ST188/89(5) UNIT (also known as 5 Strawberry Place, Nooiensfontein Road, Kuils River), comprising a dwelling with lounge, 2 bedrooms, kitchen and bathroom.

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. K. G. Kemp/AB/B00915.) [Tel. (021) 945-3646.]

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**Case No. 37186/00**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and MOGAMMAD SHAAHFI ABDURAHMAN, Defendant**

The following property will be sold in execution at the Wynberg Magistrate's Court on 4 April 2001 at 10:00, to the highest bidder:

A unit consisting of:

(a) Section No. 29, as shown and more fully described on Sectional Plan No. SS130/1994 in the scheme known as Plumberry Square, in respect of the land and building or buildings situated at Plumstead, in the City of Cape Town of which the floor area, according to the said sectional plan is 34 (thirty four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No. ST14672/1999.

*Street address:* Unit 29, Plumberry Square, Hemyock Road, Plumstead.

1. The following improvements are reported, but not guaranteed: A second floor flatlet consisting of lounge, bedroom, open plan 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 Wynberg North.

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/L1000.)

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**Case No. 10497/2000**

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

**In the matter between NEDCOR BANK LIMITED versus DESMOND HARE and ELIZABETH HARE**

The following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on Tuesday, 3 April 2001 at 10:00:

Erf 5838, Mitchells Plain, in extent 168 (one hundred and sixty eight) square metres, held by Deed of Transfer T51608/91, situated at 19 Etosha Road, Portlands, Mitchells Plain.

*Conditions of sale:*

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



2. The following information is furnished but not guaranteed: Brick building with tiled roof, vibre crete fencing, burglar bars, carport, 3 bedrooms en-suite, cement floors, separate kitchen, bathroom and toilet.

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

Dated at Cape Town on this 14th day of February 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town. (Tel. 419-6469.) (Ref. Mrs D. JARDINE/CT2842.)

Case No. 22294/2000

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

**In the matter between NEDCOR BANK LIMITED versus GAIL MARGARET DRYDING**

The following property will be sold in execution by public auction held at 40 Rissik Street, Parow, to the highest bidder on Wednesday, 4 April 2001 at 11:00:

Erf 10758, Parow, in extent 595 (five hundred and ninety five) square metres, held by Deed of Transfer T74771/99, situated at 40 Rissik Street, Parow.

*Conditions of sale:*

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

2. The following information is furnished but not guaranteed: 3 bedrooms, lounge, kitchen, diningroom and bathroom.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 16,50% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 14th day of February 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town. (Tel. 419-6469.) (Ref. MRS D. JARDINE/CT3128.)

Case No. 8113/1998

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

**In the matter between ABSA BANK LIMITED, formerly t/a ALLIED BANK, Plaintiff (Execution Creditor), and JOHN DESMOND VERMEULEN, First Defendant (First Execution Debtor), and EULYNN VURMA VERMEULEN, Second Defendant (Second Execution Debtor)**

In pursuance of a judgment given in the Court of the Magistrate of Somerset West and a writ of execution dated November 2000, a sale in execution will take place on Tuesday, 3 April 2001 at 10:00, at the Somerset West Magistrate's Court, of:

Certain Erf 3199, Macassar, in the City of Cape Town, Cape Division, Western Cape Province, situated at 68 Monaco Close, Macassar, measuring 357 (three hundred and fifty seven) square metres, held by the Execution Debtor under Deed of Transfer No. T31867/1992.

The property is a dwelling house of brick walls under tiled roof comprising approximately two bedrooms, bathroom and toilet, open plan kitchen, lounge and dining room.

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 purchaser 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 Plaintiff's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the district of Somerset West who shall be the auctioneer.

Dated at Cape Town on 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/V62581.)

Saak No. 8788/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL

**In die saak tussen ABSA BANK BEPERK, Eiser, en ANDRIES SEPTEMBER, Verweerder, en JOHANNA ELIZABETH SEPTEMBER, 2de Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 21 Oktober 1997 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom om 10:00 op 2 April 2001 te die Landdroskantoor, Berggrivier Boulevard, Paarl, geregteelik verkoop sal word, naamlik:

Erf 173, Klappmuts, geleë in die Stellenbosch Plaaslike Oorgangsraad, Afdeling Paarl, gebied Wes-Kaap, groot 696 vierkante meter, gehou deur Transportakte No. T37040/95 en Verband No. B34111/95 ook bekend as Merchantstraat 173, Klappmuts.

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

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

Gedateer te Paarl op hede die 9de dag van Februarie 2001.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel. 871-1200.) (Verw. SV/EXG001.)

Aan: Die Balju van die Landdroshof.

Case No. 199/98

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

**In the matter between: COMBINED MORTGAGE NOMINEES (PTY) LTD, Plaintiff, and KENWYN INVESTMENTS CC, Defendant**

The following property will be sold in execution by public auction held at No. 20, corner of Hyde and Elm Roads, Parkwood Estate, to the highest bidder on Friday, 6 April 2001 at 12 noon:

Erf 75418, Cape Town at Southfield, in extent 1 172 square metres, held by Deed of Transfer No. T40259/1991, situate at No. 20, corner of Hyde and Elm Roads, Parkwood Estate.

1. The following improvements on the property are reported, but nothing is guaranteed, namely commercial property, consisting of 6 shops, 4 flats, 8 rooms.

2. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the High Court, Wynberg South.

Dated at Cape Town on this 23rd day of January 2001.

T. M. Chase, for Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. T. M. Chase/BdlB/CT1907.)

Case No. 23001/00

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

**In the matter between: BOE BANK LIMITED, Plaintiff, and P BOOYSEN, Defendant**

In pursuance of the warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the Bellville Magistrate's Court on Tuesday, 3 April 2001 at 09h00.

*Property:* A unit, consisting of:

(a) Section No. 5, as shown and more fully described on Sectional Plan No. SS391/1995, in the scheme known as Westbeth, in respect of the land and building or buildings situate at Parow, situate in the area of the Transitional Metropolitan Substructure of Parow, Province of the Western Cape, of which section the floor area, according to the said sectional plan is 48 (forty-eight) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer No. ST19752/95.

*Improvements* (not guaranteed): More specifically known as No. 5 Wesbeth, Hofmeyr Street, Parow Valley.

*Conditions of sale:*

1. The sale will be subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, as amended, and the Title Deeds insofar as same are applicable.

2. The property will be sold "voetstoots" to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Dated: 5 February 2001.

Kruger and Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. HPMK/RM/NB337.) Auctioneer for Plaintiff, Sheriff—Magistrate's Court, 29 Northumberland Avenue, Bellville.

**Case No. 6837/00**

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

**In the matter between: BOE BANK LTD, Plaintiff, and DA VAN WYK, 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 on Tuesday, 3 April 2001 at 09h00, at Bellville Magistrate's Court 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, 29 Northumberland Avenue, Bellville.

*Property:* Erf 31691, Bellville, in the City of Tygerberg, Division Cape, Western Cape Province, in extent 1 204 (one thousand two hundred and four) square metres, held by Deed of Transfer No. T2436/00.

*Physical address:* No. 2 Flamingo Close, Rosendal, Bellville.

The following information is furnished, but not guaranteed: Vacant plot.

*Conditions of sale:*

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

2. The property will be sold "voetstoots" to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Kruger and Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. HPMK/RM/NB368.) Auctioneer for Plaintiff, Sheriff—Magistrate's Court, 29 Northumberland Avenue, Bellville.

**Saak No. 10214/00**

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen: ABSA BANK BEPERK, Eiser, en ROBERT ARTHUR FLANDORP, Verweerder**

In die gemelde saak sal 'n veiling gehou word op 5 April 2001 om 09h00 te Landdroshof, Voortrekkerweg, Bellville.

Erf 14993, Bellville, geleë in die stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 527 vierkante meter, gehou deur die Verweerder kragtens Transportakte Nr. T5102/98.

En beter bekend as Wistariaweg 25, Belhar.

*Verkoopsvoorwaardes:*

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

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 23,50% per annum (en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis) betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit vyf slaapkamers, sitkamer, eetkamer, TV kamer, kombuis, twee badkamers, waskamer, swembad asook 'n 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 Kaapstad op hierdie 16de dag van Februarie 2001.

Marais Müller Ing., Prokureur vir Eiser, 19de Vloer, Cartwright's Corner Gebou, Adderleystraat, Kaapstad. (Verw. T. R. de Wet/ms/Z04542.)

Case No. 24587/00

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

**In the matter between: ABSA BANK LIMITED, MAIN CLAREMONT, Plaintiff, and VERNON DONOVAN WILLIAMS, First Defendant, and SANDRA JOY WILLIAMS, Second Defendant**

The following property will be sold in execution at the site being 66 6th Avenue, Crawford, on the 12 April 2001 at 11H00 am, to the highest bidder:

Erf 42922, Crawford, measuring four hundred and ninety-six square metres, situated at 66 6th Avenue, Crawford, 7800, held by Title Deed T37044/92.

*Property description:* A brick residential dwelling under a tiled roof, comprising lounge, kitchen, bathroom, toilet, shower, 3 bedrooms with built in cupboards, stoep, 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 14,50% 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. No. 418-2020.) (Ref. COL/BBS/Z05709.)

Case No. 2232/99

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

**In the matter between: GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and C M LUSIBA, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 16 November 1999 and a warrant of execution issued pursuant thereto on 30 October 2000, the immovable property known as:

Erf 518, Zwelihle, situate in the Municipality of Overstrand, Division of Caledon, Province of the Western Cape, in extent 221 square metres, situated at Plot 518, Zwelihle, 7200, held by Deed of Transfer No. TL18414/1992,

will be sold in execution on Wednesday, 11 April 2001 at 09:00 at the Sheriff's Office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the Judgment Creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the Judgment Creditor all council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 October 2000 the date of registration of transfer, both days inclusive.



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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on this 28th day of February 2001.

To: The Sheriff, P.O. Box 177, Hermanus, 7200.

J. P. van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

Case No. 2599/99

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

**In the matter between: GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
SITWANANA MATSIYANA, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 13 September 2000 and a warrant of execution issued pursuant thereto on 27 September 2000, the immovable property known as:

Erf 467, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 221 square metres, situated Plot 467, Zwelihle, 7200, held by Deed of Transfer No. TL18539/1992.

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 28 February 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

Case No. 2234/99

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

**In the matter between: GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
P NAYATELA, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 16 November 1999 and a warrant of execution issued pursuant thereto on 7 November 2000, the immovable property known as:

Erf 574, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 216 square metres, situated Plot 574, Zwelihle, 7200, held by Deed of Transfer No. TL35267/1992.

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 November 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 28 February 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

Case No. 2603/99

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

**In the matter between: GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
MIRRIAM N VELLEM, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 14 January 2000 and a warrant of execution issued pursuant thereto on 30 October 2000, the immovable property known as:

Erf 578, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 220 square metres, situated Plot 578, Zwelihle, 7200, held by Deed of Transfer No. TL35133/1992.

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.
2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.
3. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules promulgated thereunder.
4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 28 February 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

Case No. 2887/99

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

**In the matter between: GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
Z FIHLA, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 21 December 1999 and a warrant of execution issued pursuant thereto on 30 October 2000, the immovable property known as:

Erf 512, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 221 square metres, situated Plot 512, Zwelihle, 7200, held by Deed of Transfer No. TL18590/1992.

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.
2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.
3. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules promulgated thereunder.
4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 28 February 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

Case No. 2602/99

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

**In the matter between: GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
MABANDLA M YOBANI, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 14 January 2000 and a warrant of execution issued pursuant thereto on 2 November 2000, the immovable property known as:

Erf 523, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 221 square metres, situated Plot 523, Zwelihle, 7200, held by Deed of Transfer No. TL18422/1992.

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 October 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 28 February 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

Case No. 466/99

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

**In the matter between: GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
CYNTHIA N MTENGWANE, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 4 November 1999 and a warrant of execution issued pursuant thereto on 18 December 2000, the immovable property known as:

Erf 525, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 221 square metres, situated Plot 525, Zwelihle, 7200, held by Deed of Transfer No. TL18514/1992.

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 28 February 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

Case No. 2878/99

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

**In the matter between: GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
M M TEBI, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 21 December 1999 and a warrant of execution issued pursuant thereto on 30 October 2000, the immovable property known as:

Erf 527, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 221 square metres, situated Plot 527, Zwelihle, 7200, held by Deed of Transfer No. TL18583/1992.

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 October 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 28 February 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

Case No. 2871/99

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

**In the matter between: GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
N N XHAKALIVA, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 11 January 2000 and a warrant of execution issued pursuant thereto on 30 October 2000, the immovable property known as:

Erf 540, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 221 square metres, situated Plot 540, Zwelihle, 7200, held by Deed of Transfer No. TL18533/1992.

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 October 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 28 February 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.



Case No. 507/99

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

**In the matter between: GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
ALBERTINA T CAPA, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 4 November 1999 and a warrant of execution issued pursuant thereto on 7 November 2000, the immovable property known as:

Erf 545, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 221 square metres, situated Plot 545, Zwelihle, 7200, held by Deed of Transfer No. TL18567/1992.

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 November 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 28 February 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

Case No. 10498/00

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

**In the matter between ABSA BANK LIMITED, Execution Creditor, versus  
KATHLEEN JOSEPHINE JANTJIES, Execution Debtor**

The following property will be sold in execution by public auction held Mitchells Plain Court, to the highest bidder on 3 April 2001 at 10h00:

Erf 25748, Mitchells Plain, in extent 169 (one hundred and sixty nine) square metres, held by T7863/1990, situate at 3 Mopanie Street, Eastridge, Mitchells Plain.

*Conditions of sale:*

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

2. The following information is furnished but not guaranteed: Brick building & asbestos roof, vibre-crete fencing & burglar bars, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom and toilet.

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

Dated at Cape Town on 13 February 2001.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town.  
[Tel. (021) 419-6469.]

Case No. 40248/00

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

**In the matter between ABSA BANK LIMITED, Execution Creditor, versus SHANE MARK ATSELL,  
1st Execution Debtor, and DELENE ATSELL, 2nd Execution Debtor**

The following property will be sold in execution by public auction held 42 Alk van Zyl Street, Panorama, to the highest bidder on 4 April 2001 at 12h00:

Erf 1652, Parow, in the City of Tygerberg, Division Cape, Western Cape Province, in extent 881 (eight hundred and eighty one) square metres, held by T78519/1999, situate at 42 Alk van Zyl Street, Panorama.

*Conditions of sale:*

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

2. The following information is furnished but not guaranteed: Lounge, diningroom, kitchen, bathroom, toilet, 3 bedrooms, garage, outside room and swimming pool.

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

Dated at Cape Town on 20 February 2001.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town.  
(Ref. T. de Goede/Z00848.)

Case No. 26226/00

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

**In the matter between ABSA BANK LIMITED, Execution Creditor, versus PIERRE GERHARDUS FOURIE,  
1st Execution Debtor, and ESTELLE MAGDALENA FOURIE, 2nd Execution Debtor**

The following property will be sold in execution by public auction held Bellville Magistrate's Court, to the highest bidder on 5 April 2001 at 09h00:

Erf 9039, Bellville, in extent 496 (four hundred and ninety six) square metres, held by T18013/95, situate at 59 Lincoln Street, Boston Estate, Bellville.

*Conditions of sale:*

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

2. The following information is furnished but not guaranteed: 9 Lincoln Street, Boston Estate, Bellville.

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

Dated at Cape Town on 9 February 2001.

Buchanan Boyes Attorneys, Attorneys for Execution Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town.  
[Tel. (021) 419 6469.]

Case No. 2106/99

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MORRIS PHILIP ADAMS, First Defendant, and JESSIE  
IRENE ADAMS, Second Defendant**

In the above matter a sale will be held in front of the Civil Court, Van Riebeeck Road, Kuilsriver on Wednesday, 4 April 2001 at 9:00 am:

Erf 8940, Kuils River, situate in the Oostenberg Municipality, Division Stellenbosch, Province of the Western Cape, measuring 439 square metres, also known as No. 50 Emerald Crescent, Highbury, Kuils River.

*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 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 Seller's mortgage bond interest rate, prevailing from time to time and currently at fourteen comma five per centum (14,5%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising vacant land.

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

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, cnr Willie van Schoor & Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. H Crous/lr.)

**Saak No. 8108/99**

**IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GEORGE GEHOU TE GEORGE**

**In die saak tussen ABSA BANK BEPERK, Eiser, en MICHAEL OPPERMAN, Eerste Verweerder, en  
EVILINE OPPERMAN, Tweede Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n lasbrief vir eksekusie gedateer 22 November 1999 sal die volgende eiendom verkoop word deur die Balju van die Hof, George, aan die hoogste bieder op Vrydag, 6 April 2001 om 12h00 te die ondervermelde perseel:

Erf 1162, Pacaltsdorp, geleë in die Munisipaliteit en Administratiewe distrik van George, die Provinsie Wes-Kaap, groot 500 (vyf honderd) vierkante meter, gehou kragtens Transportakte No. T38793/87 (ook bekend as Hyancinthstraat 13, Pacaltsdorp).

Die volgende verbetering is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Enkelwoonhuis, sitkamer, eetkamer, kombuis, 4 slaapkamers, b/wc, b/wc/sh-, s/motorhuis, stoorkamer, wc, waskamer, woonstel-b/wc/sh, kombuis.

**Voorwaardes van verkoping:**

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en Reëls daaronder geproklameer en van die terme van die Titellakte in sover dit van toepassing mag wees.

2. **Terme:** Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 17% per jaar sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. **Voorwaardes:** Die volle voorwaardes van verkoping lê vir insae by die kantore van Mnr Millers Ingelyf, Beacons huis, Meadestraat 123, George, asook Die Balju van die Hof, Wellingtonstrat 38, George.

Gedateer te George op hierdie 26 dag van Februarie 2001.

Millers Ingelyf, Eiser se Prokureurs, Meadestraat 123, George. (Verw. SVW/sl/A1691/MA0464/Z02092.)

**Saak No. 3318/00**

**IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MOSSELBAAI GEHOU TE MOSSELBAAI**

**In die saak tussen ABSA BANK BEPERK, Eiser, en STEPHEN GEORGE EDWIN OCTOBER, 1ste Verweerder, en  
BEAULAH RENE OCTOBER, 2de Verweerder**

Ter uitvoering van die vonnis van die Landdroshof te Mosselbaai sal die volgende onroerende eiendom hieronder beskryf op Woensdag, 4 April 2001 om 11h00 by Steenbrasstraat 13, Mosselbaai, per publieke veiling in eksekusie verkoop word, naamlik:

Erf 11036, Mosselbaai, in die Munisipaliteit en Afdeling van Mosselbaai, provinsie Wes-Kaap, groot 679 (seshonderd nege en sewentig) vierkante meter.

**Verbeter:** —.

**Verkoopsvoorwaardes:**

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalinge van die Wet op Landdroshof Nr 32 van 1944 soos gewysig, en die voorwaardes van die Titellakte waaronder dit gehou word.

2. Een tiende van die koopprys moet in kontant of deur middel van 'n bankgewaarborgde 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 bouvereniging-waarborg binne (14) dae na die veilingsdatum.

3. Die koper is aanspreeklik vir betaling van alle transportkoste, hereregte, agterstallige belastinge 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. 16728/98  
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  
**ANNA KATHLEEN THURSTON SUMMS**, First Defendant, and **CHRISTIAN JOHN WORRALL**, 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 No. 19 Jarvis Terrace, Cnr Jarvis and Napier Streets, Cape Town at 10:00 am, 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. 4, as shown and more fully described on Sectional Plan No. SS45/1980, in the scheme known as Jarvis Terrace, 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 145 (one hundred and forty five) square metres in extent; and

b. an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, and situate at No. 19 Jarvis Terrace, Cnr Jarvis and Napier Streets, Cape Town.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A two storey 145 square metre main dwelling consisting of entrance hall, lounge, dining room, kitchen, 2 bedrooms, bathroom, water closet and a parking bay.

*Terms:*

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

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

Dated at Cape Town this 23 February 2001.

William Inglis, Plaintiff's Attorneys, Second Floor, 101 St George's Mall, Cape Town, 8001; P.O. Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax (021) 423-0510.] (Ref. W. D. Inglis/cs/S3278/6988.)

Case No. 7748/2000  
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  
**CAROLINE CAROL PLAATJIES**, 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 in front of the Kuils River Magistrate's Court at 9:00am, 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, 29 Northumberland Avenue, Bellville:

Erf 2768, Scottsdene, in the City of Cape Town, Division Stellenbosch, Province of the Western Cape, in extent 300 square metres, and situate at 74A Ultra Avenue, Kraaifontein.



The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 80 square metre main dwelling consisting of a living room/lounge, kitchen, 2 bedrooms, bathroom with water closet and a laundry.

**Terms:**

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

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

Dated at Cape Town this 23 February 2001.

William Inglis, Plaintiff's Attorneys, Second Floor, 101 St George's Mall, Cape Town, 8001; P.O. Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax (021) 423-0510.] (Ref. W. D. Inglis/cs/S4153/8193.)

**Saak No. 303/99**

**IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BEAUFORT-WES GEHOU TE BEAUFORT-WES**

**In die saak tussen EASY CASH LOANS, Vonnisskuldeiser, en WILLEM MINNAAR, Vonnisskuldenaar**

Ingevolge uitspraak van bogemelde Agbare Hof en die Lansbrief vir Eksekusie gedateer 17 Augustus 2000 by die perseel soos later hierin vermeld, sal die vermelde eiendom verkoop word aan die persoon/e wat die hoogste aanbod maak, op 11 April 2001 om 09:00, naamlik:

1. Erf 6439, Beaufort-Wes, groot 298 (tweehonderd agt en negentig) vierkante meter.

Gehou kragtens Transportakte T16091/2000, geleë te Klaastelaan 27, Beaufort-Wes, 6970.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Steengebou met sinkdak, slaapkamer, kombuis, sitkamer, badkamer met toilet, geen buitegeboue.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping gelees word, en ter insae lê in die kantoor van die Balju, Beaufort-Wes, en by die ondergetekendes se kantoor te Donkinstraat 36, Beaufort-Wes.

Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word en verder volgens die volledige verkoopsvoorwaardes.

Geteken te Beaufort-Wes op hierdie 1ste dag van Maart 2001.

Crawfords Ingelyf, Donkinstraat 36 (Posbus 25), Beaufort-Wes, 6970.

**Saak No. 1299/98**

**IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BEAUFORT-WES GEHOU TE BEAUFORT-WES**

**In die saak tussen EASY CASH LOANS, Vonnisskuldeiser, en DC GEORGE, Vonnisskuldenaar**

Ingevolge uitspraak van bogemelde Agbare Hof en die Lansbrief vir Eksekusie gedateer 23 Augustus 2000 by die perseel soos later hierin vermeld, sal die vermelde eiendom verkoop word aan die persoon/e wat die hoogste aanbod maak, op 11 April 2001 om 09:30, naamlik:

1. Erf 6317, Beaufort-Wes, groot 250 (tweehonderd en vyftig) vierkante meter.

Gehou kragtens Transportakte T66010/1999, geleë te Harrislaan 6, Beaufort Wes, 6970.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Steengebou met sinkdak, slaapkamer, kombuis, sitkamer, badkamer met toilet, geen buitegeboue.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping gelees word, en ter insae lê in die kantoor van die Balju, Beaufort-Wes, en by die ondergetekendes se kantoor te Donkinstraat 36, Beaufort-Wes.

Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word en verder volgens die volledige verkoopsvoorwaardes.

Geteken te Beaufort-Wes op hierdie 7de dag van Maart 2001.

Crawfords Ingelyf, Donkinstraat 36 (Posbus 25), Beaufort-Wes, 6970.

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 bogemelde Agbare Hof en die Lasbrief vir Eksekusie gedateer 10 Oktober 2000 by die Landdroeskantoor soos later hierin vermeld, sal die vermelde eiendom verkoop word aan die persoon/e wat die hoogste aanbod maak, op 6 April 2001 om 12h00, naamlik:

1. Erf 8038, Oudtshoorn, groot 423 (vier honderd drie en twintig) vierkante meter.

Gehou kragtens Transportakte T83721/1996, geleë te Vygieshof 440, Bridgton, Oudtshoorn.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Enkel verdieping steen gebou met sinkdak bestaande uit 3 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 verkoopsvoorwaardes.

Geteken te Beaufort-Wes op hierdie 12de dag van Maart 2001.

Crawfords Ingelyf, Donkinstraat 36 (Posbus 25), Beaufort-Wes, 6970.

Saak No. 914/00

## IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BEAUFORT WES GEHOU TE BEAUFORT WES

**In die saak tussen DRS STRAUSS, SCHOLTZ & VENNOTE, Vonnisskuldeiser, en WILLEM RENIER, Vonnisskuldenaar**

Ingevolge uitspraak van bogemelde Agbare Hof en die Lasbrief vir Eksekusie gedateer 17 Augustus 2000 en die perseel soos later hierin vermeld, sal die vermelde eiendom verkoop word aan die persoon/e wat die hoogste aanbod maak, op 11 April 2001 om 10:15 naamlik:

1. Erf 2997, Beaufort Wes, groot 770 (sewehonderd en sewentig) vierkante meter, gehou kragtens Transportakte T61309/1987, geleë te Bluebellstraat 31, Beaufort Wes, 6970.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie.

Steen gebou met asbesdak, 3 slaapkamers, kombuis, sitkamer, badkamer met toilet, geen buitegeboue.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping gelees word, en ter insae lê in die kantoor van die Balju, Beaufort Wes, en by die ondergetekendes se kantoor te Donkinstraat 36, Beaufort Wes.

Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word en verder volgens die volledige verkoopsvoorwaardes.

Geteken te Beaufort Wes op hierdie 7de dag van Maart 2001.

Crawfords Ingelyf, Donkinstraat 36, Posbus 25, Beaufort Wes, 6970.

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 Landdroeskantoor soos later hierin vermeld, sal die vermelde eiendom verkoop word aan die persoon/e wat die hoogste aanbod maak, op 6 April 2001 om 12h00, naamlik:

1. Erf 8038, Oudtshoorn, groot 423 (vierhonderd drie en twintig) vierkante meter, gehou kragtens Transportakte T83721/1996, geleë te Vygieshof 440, Bridgton, Oudtshoorn.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Enkel verdieping steen gebou met sinkdak bestaande uit 3 slaapkamers, badkamer, kombuis en sitkamer-eetkamer.

Die verkoopsvoorwaardes 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 verkoopsvoorwaardes.

Geteken te Beaufort Wes op hierdie 12de dag van Maart 2001.

Crawfords Ingelyf, Donkinstraat 36, Posbus 25, Beaufort Wes, 6970.

Case No. 27022/00

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

**In the matter between FAIRDALE BODY CORPORATE, Plaintiff, and TIRADEPROPS 1173 CC, Defendant**

The undermentioned property will be sold in execution by Public Auction at H3 Fairdale, Avondale Terrace, Diep River on Monday 7th May 2001 at 11h00 to the highest bidder, namely:

(a) Section No. 3 as shown and more fully described on Sectional Plan No. SS570/1998 in the scheme known as Fairdale in respect of the land and building or buildings situate at Diep River, in the South Peninsula Municipality, of which Section the floor area, according to the said Sectional Plan is 44 (forty four) square metres in extent, and;

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

Held by Deed of Transfer No. ST6162/1999, situate at Unit H3 Fairdale, Avondale Terrace, Diep River.

The following Contract is registered against the property namely:

(a) SK4779/1998S, A certificate of Real Right SK4779/1998S in favour of Soundprops 1374 Investments (Pty) Limited (the Developer), Company registration Number: 92/02458/07) in terms of which the Developer has reserved for itself the right to extent the scheme from time to time, within a period of twenty (20) years for its personal account.

(b) further building or buildings on the specified portion of the common property as indicated on the plan referred to in Section 5 (2) of the Act filed in this office, and to divide such building or buildings into a section or sections and common property and to confer the right to exclusive use over portion of such common property upon the owner or owners of one or more units in the scheme known as Fairdale in respect of the land and building or buildings situate at Diep River, in the South Peninsula Municipality and shown on Sectional Plan No. SS570/1998.

**Conditions of Sale:**

1. The following information is furnished, but not guaranteed, namely, flat, brick walls, tiled roof, 2 bedrooms, lounge, bathroom/toilet.

2. *Payment:* Ten percentum (10%) of the purchase price in cash or by means of a Bank or Building Society guaranteed cheque on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time from the date of sale to date of registration of transfer against transfer of the property into the name of the Purchaser which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

3. *Conditions:* The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

Dated at Cape Town this the 5th day of March 2001.

T. M. Chase, for Buchanan Boyes, 4th Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref: Mrs Diedericks/63193.)

Case No. 2324/99

## 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 B. DOMINGO, Judgment Debtor**

The property described hereunder will be sold at the Court House, Mitchells Plain, Magistrate's Court, Mitchells Plain, on Tuesday, 10th April 2001 at 10:00:

*Viz:* Certain piece of land situate at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf No. 26559, measuring 154 square metres, held by the Execution Debtor under Deed of Transfer No. T32977/1997 (dated 17th April 1997), popularly known as 9 Beechcraft, Rocklands, Mitchells Plain.

The property consists of one brick building under asbestos roof, vibrecrete, 3 bedrooms, cement floor, separate kitchen, lounge, bathroom/toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 15.5% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The Buyer shall (a) pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, 1st Floor, Village Square, 155 Main Road, Plumstead. (Tel. 761-9076.) (Ref: Mrs Castle/M3403.)

*Auctioneers:* The Sheriff, Magistrate's Court, Mitchells Plain South.



Case No. 35204/00

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

**In the matter between THE BODY CORPORATE LYNWOOD GARDENS, Plaintiff, and PETRUS MOTSI, 1st Defendant, and ANNAH MOTSI, 2nd Defendant**

In execution of the Judgment of the Magistrate's Court for the District of Wynberg in the above matter, a sale will be held in front of the premises at 14h00 on 4 April 2001 of the following property:

(a) Sections 37 and 147, Lynwood Gardens, Scheme No. SS203/1982, being flat No. 201, Lynwood Gardens, Pinetree Avenue, Claremont, and garage;

(b) 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 sections in accordance with the participation quota as endorsed on the said sectional plan.

1. The Sale is subject to the provisions of the Magistrate's Court Act No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed. The highest bidder shall be the Purchaser subject to the provisions of Section 66 of the above Act.

2. The 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. The Purchaser may however at his option pay a deposit of ten per cent (10%) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the offices of the Sheriff of the Court, Wynberg.

4. The following improvements are reported to be on the property but nothing is guaranteed: Flat on the 2nd Floor, built of brick walls, consisting of 2 bedrooms, lounge, kitchen and bathroom.

Dichmont & Thomson, Attorneys for Plaintiff, 101 House Vincent, Ebenezer Road, Wynberg.

Sheriff for the Court.

Case No. 17046/97

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

**In the matter between WORCESTER STANDARD ELECTRIC PRESS, Plaintiff, and NORMAN DUNN, Defendant**

In pursuance of a Judgment in the Court for the Magistrate of Goodwood and a Writ of Execution dated 1 January 2001 the property listed hereunder will be sold in Execution on Monday, 9 April 2001 at 12H00 at Defendant's premises, namely 190 De Villiers Street, Vrijzee, be sold to the highest bidder.

*Certain:* Erf 3620, Goodwood, situated in the City of Tygerberg, Cape Division, Western Cape Province, also known as 190 De Villiers Street, Vrijzee, Goodwood; in extent 496 square metres; held by Title Deed No. T49369/82.

*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, asbestos roof, consisting of approximately three bedrooms, 1 1/2 bathrooms, lounge, dining-room, TV room, kitchen, double garage.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate 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 9th day of February 2000.

Heyns & Partners Inc., Attorneys for Plaintiff, 68 Vasco Boulevard, Goodwood, 7460. (Ref: INV/HR/Z09751.)

Case No. 1488/2001

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

**In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and HAROLD WILLIAM MCKENZIE, First Defendant, and FATIMA MCKENZIE, Second Defendant**

In the above matter a sale will be held on Tuesday, 3 April 2001 at 10:00, at the Mitchells Plain Magistrate's Court, being:

Erf 22661, Mitchells Plain, situate in the City of Cape Town, Cape Division, Province of the Western Cape; measuring 120 square metres; also known as No. 3 Hartbees Street, Mitchells Plain.



*Conditions of Sale:*

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

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the mortgage bond interest rate, prevailing from time to time and currently at fourteen comma five percentum (14,5%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising: 3 bedrooms, 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 prior thereto at the offices of the Sheriff at Mitchells Plain South and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, Cnr Willie van Schoor & Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref: H Crous/lr.)

Case No. 315/2001

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

**In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and BRUCE ARENDSE, First Defendant, and JOAN ALETTA ARENDSE, Second Defendant**

In the above matter a sale will be held on Thursday 5 April 2001 at 10:00 at the Mitchells Plain Magistrate's Court, being: Erf 11963, Mitchells Plain, situate in the City of Cape Town, Cape Division, Province of the Western Cape; measuring 181 square metres; also known as No. 29 Mercury Road, Rocklands, Mitchells Plain.

*Conditions of Sale:*

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

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the mortgage bond interest rate, prevailing from time to time and currently at fourteen comma five percentum (14,5%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising: 3 bedrooms, open plan 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 prior thereto at the offices of the Sheriff at Mitchells Plain South and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, Cnr Willie van Schoor & Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref: H Crous/lr.)

Case No. 2966/99

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and V. MQIKILA, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 21 January 2001 and a warrant of execution issued pursuant thereto on 7 November 2000 the immovable property known as:

Erf 674, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape; in extent 208 square metres; situated Plot 674, Zwelihle, 7200, held by Deed of Transfer No. TL35173/1992

will be sold in execution on Wednesday 11 April 2001 at 9:00 at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15.50% per annum calculated from 1 November 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 6 March 2001.

J. P. van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, PO Box 177, Hermanus, 7200.

Case No. 2909/99

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

In the matter between **GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and A. L. GXOWA, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 4 February 2000 and a warrant of execution issued pursuant thereto on 7 November 2000 the immovable property known as:

Erf 628, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape; in extent 220 square metres; situated Plot 628, Zwelihle, 7200, held by Deed of Transfer No. TL35161/1992

will be sold in execution on Wednesday 11 April 2001 at 9:00 at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15.50% per annum calculated from 1 November 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 6 March 2001.

J. P. van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, PO Box 177, Hermanus, 7200.

Case No. 3045/99

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

In the matter between **GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and R. T. MAQUNGQULU, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 21 January 2001 and a warrant of execution issued pursuant thereto on 2 November 2000 the immovable property known as:

Erf 1550, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape; in extent 243 square metres; situated Plot 1550, Zwelihle, 7200, held by Deed of Transfer No. TL5725/2000

will be sold in execution on Wednesday 11 April 2001 at 9:00 at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15.50% per annum calculated from 1 November 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 2 March 2001.

J. P. van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, PO Box 177, Hermanus, 7200.

**Case No. 3055/99**

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and E. MYEKI, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 21 January 2000 and a warrant of execution issued pursuant thereto on 7 November 2000 the immovable property known as:

Erf 1614, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape; in extent 254 square metres; situated Plot 1614, Zwelihle, 7200, held by Deed of Transfer No. TL5736/2000

will be sold in execution on Wednesday 11 April 2001 at 9:00 at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15.50% per annum calculated from 1 November 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 2 March 2001.

J. P. van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, PO Box 177, Hermanus, 7200.

**Case No. 2904/99**

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and E. V. KOYO, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 7 January 2000 and a warrant of execution issued pursuant thereto on 30 October 2000 the immovable property known as:

Erf 606, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape; in extent 220 square metres; situated Plot 606, Zwelihle, 7200, held by Deed of Transfer No. TL35202/1992

will be sold in execution on Wednesday 11 April 2001 at 9:00 at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15.50% per annum calculated from 1 November 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 2 March 2001.

J. P. van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, PO Box 177, Hermanus, 7200.

**Case No. 14855/00**

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

**In the matter between SOUTH PENINSULA MUNICIPALITY, Judgment Creditor, and  
Mr G. S. J. POTGIETER, Judgment Debtor**

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Wednesday, 4 April 2001 at 10:00:

Erf 73174, Cape Town at Plumstead, situated in the South Peninsula Municipality, Western Cape Province, measuring 671 square metres, held by the Execution Debtor under Deed of Transfer T37150/1984 (dated 18 July 1984), popularly known as 196 Prince George Drive, Plumstead.

The property consist of single brick wall dwelling under tiled roof, consisting of garage, three bedrooms, bathroom, kitchen and lounge.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 15,5% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay:

(a) Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given;

(b) insure the property against damage by fire;

(c) be liable on cancellation in case of default for damages including wasted costs.

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

*Auctioneers:* The Sheriff, Magistrate's Court, Wynberg.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, First Floor, Village Square, 155 Main Road, Plumstead, 7800. (Tel. 761-9076.) (Ref. Mrs Castle/M3837.)

**Case No. 2911/99**

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
E. N. VEYI, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 7 January 2000 and a warrant of execution issued pursuant thereto on 7 November 2000 the immovable property known as:

Erf 625, Zwelihle, situated in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 220 square metres, situated at Plot 624, Zwelihle, 7200, held by Deed of Transfer TL35310/1992, will be sold on Wednesday, 11 April 2001 at 09:00 at the Sheriff's Office, at 11B Arum Street, Industrial Area, Hermanus on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the Judgment Creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.



2. In addition to the purchase price the purchaser shall pay to the Judgment Creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 November 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on this 6th day of March 2001.

To: The Sheriff, P.O. Box 177, Hermanus, 7200.

J. P. van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

Case No. 2912/99

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
N. MPALWENI, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 7 January 2000 and a warrant of execution issued pursuant thereto on 7 November 2000 the immovable property known as:

Erf 624, Zwelihle, situated in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 220 square metres, situated at Plot 624, Zwelihle, 7200, held by Deed of Transfer TL35222/1992, will be sold on Wednesday, 11 April 2001 at 09:00 at the Sheriff's Office, at 11B Arum Street, Industrial Area, Hermanus on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the Judgment Creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the Judgment Creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 November 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on this 6th day of March 2001.

To: The Sheriff, P.O. Box 177, Hermanus, 7200.

J. P. van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

Case No. 1007/2001

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

**In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and MOGAMAT RASHAAD ABRAHAMS,  
First Defendant, and SHERRYL DAWN ABRAHAMS, Second Defendant**

In the above matter a sale will be held on Tuesday, 3 April 2001 at 10:00, at the Mitchells Plain Magistrate's Court, being: Erf 16068, Mitchells Plain, situated in the City of Cape Town, Cape Division, Province of the Western Cape, measuring 207 square metres, also known as 38 Alberton Street, Portlands, Mitchells Plain.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the mortgage bond interest rate, prevailing from time to time and currently at 14,5% (fourteen comma five per centum) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising three bedrooms, open plan 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 prior thereto at the offices of the Sheriff at Mitchells Plain South, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, corner of Willie van Schoor and Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. H. Crous/lr.)

**Case No. 2903/99**

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
A. N. NYOKA, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus, on 7 January 2000 and a warrant of execution issued pursuant thereto on 30 October 2000, the immovable property known as:

Erf 607, Zwelihle, situated in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 220 square metres, situated at Plot 607, Zwelihle, 7200, held by Deed of Transfer TL35164/1992, will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's Office, at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the office of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the Judgment Creditor's attorneys securing the balance price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the Judgment Creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15.50% per annum calculated from 1 November 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on the 6th day of March 2001.

J. P. Van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P.O. Box 177, Hermanus, 7200.

**Case No. 18939/00**

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

**In the matter between BOE BANK LIMITED, Plaintiff, and ALIE SLAMDIEN, Defendant**

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 13 July 2001, the property listed hereunder, will be sold in execution at the premises being 33 Brentwood Road, Wynberg, on Monday, 9 April 2001 at 10:00, to the highest bidder:

*Property description:* Erf 97848, Cape Town at Wynberg, situated in the South Peninsula Municipality, Cape Division, Western Cape.

*Physical address:* 33 Brentwood Road, Wynberg.

The following improvements are reported to be on the property, but nothing is guaranteed: A single brick dwelling under an asbestos roof consisting of  $\pm$  two bedrooms, lounge, kitchen and bathroom and toilet.

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

The full conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Way, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Tokai this 23rd day of January 2001.

Michael Matthews & Associates, Plaintiff's Attorneys, Suite D1, Westlake Square, 1 Westlake Drive, Tokai. (Ref. B. Carnegie/cw/W01051.)

Saak No. 17568/2000

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

## In die saak tussen ABSA BANK BEPERK, Eiser, en FATIMA MOSES (nou SCHOOR), Verweerder

Ten uitvoerlegging van die vonnis van die Landdroshof gedateer 14 Augustus 2000, sal die onroerende eiendom hieronder beskryf op Donderdag, 12 April 2001 om 10:00, by die Landdroshof, Mitchells Plain, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis bestaande uit twee slaapkamers, oopplan kombuis, sitkamer, badkamer, toilet en motorhuis, ook bekend as Manchesterweg 14, Portlands, Mitchells Plain.

Erf 15279, Mitchells Plain, in die stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 220 (tweehonderd en twintig) vierkante meter, gehou kragtens Transportakte T74388/1992.

*Verkoopvoorwaardes:*

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

2. Een tinede ( $\frac{1}{10}$ ) van die koopprys tesame met die 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 Vonniskskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju, Landdroshof, Mitchells Plain-Suid, Mulberryweg 2, Strandfontein.

*Afslaer:* Die Balju, Landdroshof, Mitchells Plain-Suid.

Gedateer te Bellville hierdie 28ste dag van Februarie 2001.

A. der Kinderen, vir Bornman & Hayward, Prokureur vir Eiser, High Street VIII, Tweede Verdieping, Rosenpark, Tygervallei. [Tel. (021) 914-6400.] (Verw. ADK/A. Rudman/A0204/192.)

Case No. 17213/00

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

NEDCOR BANK LIMITED *versus* M. TUNGUNGWANA

The property Erf 1983, Langa, in extent 142 square metres, situated at Zone 16, No. 64, Langa.

*Improvements* (not guaranteed): Asbestof roof, brick walls, lounge, kitchen, two bedrooms and bathroom.

*Date of sale:* 4 April 2001 at 09:00.

*Place of sale:* Goodwood Magistrate's Court.

*Material conditions:* The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank-guaranteed cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Goodwood, Epping Avenue, Elsies River.

Matz Watermeyer, Attorneys for Judgment Creditor, Fifth Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 2583/00

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

NEDCOR BANK LIMITED *versus* A. L. AND K. M. J. OGGEN

*The property:*

A unit consisting of—

(a) Section 55, as shown and more fully described on Sectional Plan SS80/98, in the scheme known as Costa da Gama, in respect of the land and building or buildings, situated at Muizenberg, in the South Peninsula Municipality of which section the floor area, according to the said sectional plan is 43 (forty-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, situated at Section 55 (Flat 59), Costa Mews, Costa da Gama, Muizenberg.

*Improvements* (not guaranteed): Bottom floor apartment in security complex, two bedrooms, open plan kitchen, lounge, bathroom and built-in-cupboards.

*Date of sale:* 4 April 2001 at 13:00.

*Place of sale:* Section 55 (Flat 59), Costa Mews, Costa da Gama, Muizenberg.

*Material conditions:* The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Simonstown.

Matz Watermeyer, Attorneys for Judgment Creditor, Fifth Floor, Fedsure Terrace, 25 Protea Road, Claremont.

**Saak No. 5179/00**

**IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG**

**In die saak tussen FBC FIDELITY BANK BEPERK, Eisier, en RODERICK RANDALL ANTHONY,  
Eerste Verweerder, en LINDA ANNIE ANTHONY, Tweede Verweerder**

Ter uitvoering van 'n vonnis verkry in die Landdroshof, Wynberg, gedateer 24 Maart 2000 en 'n lasbrief vir eksekusie sal die hiernabeskrewe vaste eiendom op Dinsdag, 10 April 2001 om 11:00, by die Landdroskantoor, Wynberg, per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe:

Erf 252, Sherwood Park, in die stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 496 vierkante meter, gehou kragtens Transportakte T9470/85.

*Liggingsadres:* Eerste Laan 69, Sherwood Park, Manenberg.

*Verkoopvoorwaardes:*

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshowe en Reëls asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Een tiende ( $\frac{1}{10}$ ) van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprijs tesame met rente daarop teen 24,2% per jaar of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van die verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne 14 (veertien) 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-Oos, en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

*Die verbetering is die volgende:* Woning van pleister en stene met teëldak, sit-/eetkamer, kombuis, drie slaapkamers, badkamer, toilet en enkel motorhuis.

Gedateer te Durbanville hierdie 8ste dag van Maart 2001.

A. D. Kruger, vir Smit Kruger Ingelyf, Wellingtonweg 32 (Posbus 33), Durbanville, 7550. (Verw. ADK/CC/B01620.)

**Case No. 4208/2000**

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

**NEDCOR BANK LIMITED versus LULAMA PHYLLIS NCHUKANA**

The following property will be sold in execution by public auction held at Goodwood Court, to the highest bidder on Monday, 2 April 2001 at 09:00:

Erf 3192, Langa, in extent 525 (five hundred and twenty-five) square metres, held by Deed of Transfer TL4811/1988, situated at 53 Mshumpela Way, Langa.

*Conditions of sale:*

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



2. The following information is furnished but not guaranteed: Asbestos roof, brick walls, lounge, kitchen, two bedrooms and bathroom.

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

Dated at Cape Town on this 7th day of March 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.  
(Tel. 419-6469.) (Ref. Mrs D. Jardine/CT0943.)

**Case No. 2598/99**

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
ZWELENDABA DLABONGWANA, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus, on 12 September 2000 and a warrant of execution issued pursuant thereto on 13 October 2000, the immovable property known as:

Erf 444, Zwelihle, situated in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 220 square metres, situated at Plot 444, Zwelihle, 7200, held by Deed of Transfer TL18527/1992, will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's Office, at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the Judgment Creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the Judgment Creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15.50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 2 March 2001.

J. P. van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P.O. Box 177, Hermanus, 7200.

**Case No. 467/99**

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
SANDILE MONOMONO, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus, on 4 November 1999 and a warrant of execution issued pursuant thereto on 13 October 2000, the immovable property known as:

Erf 438, Zwelihle, situated in the Overstrand Municipality, Division of Caldeon, Province of the Western Cape, in extent 221 square metres, situated at Plot 438, Zwelihle, 7200, held by Deed of Transfer TL18518/1992, will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's Office, at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the Judgment Creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the Judgment Creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15.50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on this 2nd day of March 2001.

J. P. van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P.O. Box 177, Hermanus, 7200.

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**Case No. 390/99**

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

**In the matter between GREATER HERMANUS TRANSITIONAL LOCAL COUNCIL, Judgment Creditor, and  
VERONICA N. ZENZILE, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus, on 18 March 1999 and a warrant of execution issued pursuant thereto on 10 October 2000, the immovable property known as:

Erf 689, Zwelihle, situated in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent, 208 square metres, situated at Plot 689, Zwelihle, 7200, held by Deed of Transfer TL35306/1992, will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's Office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the Judgment Creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the Judgment Creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15.50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on this 2nd day of March 2001.

J. P. van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P.O. Box 177, Hermanus, 7200.

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**Case No. 491/99**

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

**In the matter between GREATER HERMANUS TRANSITIONAL LOCAL COUNCIL, Judgment Creditor, and  
ENOCH V. LUGODLO, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus, on 4 November 1999 and a warrant of execution issued pursuant thereto on 2 November 2000, the immovable property known as:

Erf 686, Zwelihle, situated in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 220 square metres, situated at Plot 686, Zwelihle, 7200, held by Deed of Transfer TL35259/1992, will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's Office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the Judgment Creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the Judgment Creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15.50% per annum calculated from 1 November 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on this 2nd day of March 2001.

J. P. van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P.O. Box 177, Hermanus, 7200.

**Case No. 509/99**

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
REENEY T BOOI, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus, on 2 November 1999 and a warrant of execution issued pursuant thereto on 13 October 2000, the immovable property known as:

Erf 427, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 220 square metres, situated Plot 427, Zwelihle, 7200, held by Deed of Transfer No. TL18458/1992,

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 2 March 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

**Case No. 2779/99**

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
Z NOMGLAYI, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus, on 6 January 2000 and a warrant of execution issued pursuant thereto on 13 October 2000, the immovable property known as:

Erf 445, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 219 square metres, situated Plot 445, Zwelihle, 7200, held by Deed of Transfer No. TL18602/1992,

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 2 March 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

Case No. 2782/99

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
C K NUSE, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus, on 5 January 2000 and a warrant of execution issued pursuant thereto on 30 October 2000, the immovable property known as:

Erf 450, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 219 square metres, situated Plot 450, Zwelihle, 7200, held by Deed of Transfer No. TL18439/1992,

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 26 February 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

Case No. 481/99

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
NO-AMEN MNINI, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 4 November 1999 and a warrant of execution issued pursuant thereto on 2 November 2000, the immovable property known as:

Erf 449, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 244 square metres, situated Plot 449, Zwelihle, 7200, held by Deed of Transfer No. TL18534/1992,

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 2 March 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.



Case No. 2780/99

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and  
W M KONCO, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 11 January 2000 and a warrant of execution issued pursuant thereto on 2 November 2000, the immovable property known as:

Erf 447, Zwelihle, situate in the Overstrand Municipality, Division of Caledon, Province of the Western Cape, in extent 219 square metres, situated Plot 447, Zwelihle, 7200, held by Deed of Transfer No. TL18591/1992,

will be sold in execution on Wednesday, 11 April 2001 at 09:00, at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

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

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 2 March 2001.

J P van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

Saak No. 22651/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLEIN GEHOU TE MITCHELLS PLEIN

**In die saak tussen ABSA BANK BEPERK, Eiser, en THEMBALAKHE WILFORD SHWABU, Verweerder**

Ten uitvoerlegging van die vonnis van die Landdroshof gedateer 1 Februarie 2001, sal die onroerende eiendom hieronder beskryf op Donderdag, 5 April 2001 om 10h00, by die Landdroshof Mitchells Plein, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis bestaande uit 2 slaapkamers, kombuis, sitkamer, badkamer & toilet.

Ook bekend as Ngcingustraat 4, Khayelitsha.

Erf 28541, Khayelitsha, in die Stad Tygerberg, Afdeling Kaap, Provinsie Wes-Kaap, groot 176 (eenhonderd ses-en-sewentig) vierkante meter, gehou kragtens Transportakte Nr T.119960/1997.

**Verkoopvoorwaardes:**

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

2. Een tiende (1/10) van die koopprys tesame met rente daarop teen 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 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, Landdroshof, Khayelitsha, h/v Hylands & Rosewoodrylaan, Wildwoods, Colorado, Mitchells Plain.

**Afslaer:** Die Balju, Landdroshof, Khayelitsha.

Gedateer te Bellville hierdie 21ste dag van Februarie 2001.

A der Kinderen, vir Bornman & Hayward, Prokureur vir Eiser, High Street VIII, 2de Vloer, Rosenpark, Tygervallei. [Tel. (021) 914-6400.] (Verw. ADK/A Rudman/A0204/244.)

Saak No. 39453/99

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

**In die saak tussen STAD KAAPSTAD (TYGERBERG ADMINISTRASIE), Eiser, en C H TELEMACHUS, Verweerder**

Ingevolge 'n vonnis van die Landdroshof te Bellville, gedateer 31 Januarie 2000 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Bellville, per publieke veiling te koop aangebied op 12 April 2001 om 09h00:

Erf 18228, Bellville, afdeling Kaap, groot 201 vierkante meter, ook bekend as Kingsburyweg 5, Belhar, gehou kragtens Transportakte Nr T9505/77.

**Voorwaardes:**

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof Bellville, 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 10% (tien persent) 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 16,50% 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 Vonniskskuldeiser asook belasting op toegevoegde waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Bellville, en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

**Datum:** 22 Februarie 2001.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/MTB270.)

Saak No. 5554/00

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

**In die saak tussen FBC FIDELITY BANK BEPERK, Eiser, en IAN LEON MILLER, Eerste Verweerder, en NATASHA ANN MILLER, Tweede Verweerder**

Ter uitvoering van 'n vonnis verkry in die Landdroshof Wynberg gedateer 23 Maart 2000 en 'n lasbrief vir eksekusie sal die hiernabeskrewe vaste eiendom op Woensdag, 18 April 2001 om 15h00 by die perseel per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe:

Deel 47, soos aangetoon en volledig beskryf op Deelplan Nr SS383/93 in die skema bekend as Zeekoevlei Mew ten opsigte van die grond en gebou of geboue te Lotusrivier geleë in die Suid-Skierlandse Munisipaliteit, Afdeling Kaap van welke deel die vloerooppervlakte, volgens voormelde deelplan 49 vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Transportakte No. ST12144/93.

**Verkoopvoorwaardes:**

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshowe en Reëls asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Een tiende ( $\frac{1}{10}$ ) 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 vonniskskuldeiser 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 Noord en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbeteringe is die volgende: Dorpshuis, baksteenmure, teëldak, 2 slaapkamers, kombuis, sitkamer, badkamer, toilet.

Gedateer te Durbanville hierdie 23ste dag van Februarie 2001.

A D Kruger, vir Smit Kruger Ingelyf, Wellingtonweg 32 (Posbus 33), Durbanville, 7550. (Verw. ADK/CC/B01627.)

Saak No. 13239/99

## IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MITCHELLS PLEIN GEHOU TE MITCHELLS PLEIN

**In die saak tussen ABSA BANK BEPERK, Eiser, en GAVIN NEIL ALEXANDER, en  
VERONICA ALEXANDER, Verweerders**

Ten uitvoerlegging van die vonnis van die Landdroshof gedateer 18 Augustus 1999 sal die onroerende eiendom hieronder beskryf op Dinsdag, 10 April 2001 om 10h00 by die Landdroshof Mitchells Plein per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis bestaande uit 3 slaapkamers, aparte kombuis, sitkamer, badkamer & toilet, ook bekend as Twickenhamsingel 45, Beacon Valley, Mitchells Plein.

Erf 33694, Mitchells Plein in die stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 144 (eenhonderd vier en veertig) vierkante meter, gehou kragtens Transportakte Nr T29405/1994.

**Verkoopsvoorwaardes:**

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

2. Een tiende (1/10) van die koopprijs tesame met rente daarop teen 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 voowaardes ter insae lê by die kantoor van die Balju, Landdroshof, Mitchells Plein-Suid, Mulberryweg 2, Strandfontein.

**Afslaer:** Die Balju, Landdroshof, Mitchells Plein-Suid.

Gedateer te Bellville hierdie 15de dag van Februarie 2000.

A der Kinderen, vir Bornman & Hayward, Prokureur vir Eiser, High Street VIII, 2de Vloer, Rosenpark, Tygervallei. [Tel. (021) 914-6400.] (Verw. ADK/A Rudman/A0204/6.)

Saak No. 2831/00

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

**In die saak tussen FBC FIDELITY BANK BEPERK, Eiser, en ROY CHRISTOPHER CUPIDO, Eerste Verweerder, en  
KATHLEEN MARIA CUPIDO, Tweede Verweerder**

Ter uitvoering van 'n vonnis verkry in die Landdroshof Kuilsrivier gedateer 4 Mei 2000 en 'n Lasbrief vir Ekskusie sal die hiernabeskrewe vaste eiendom op Woensdag, 11 April 2001 om 11h30 by die perseel per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe:

Erf 8263, Kraaifontein, in die Oostenberg Munisipaliteit, afdeling Paarl, provinsie Wes-Kaap, groot 439 vierkante meter, gehou kragtens Transportakte Nr T68676/93.

**Liggingsadres:** Petuniaweg 47, Scottsville, Kraaifontein.

**Verkoopvoorwaardes:**

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalinge van die Wet op Landdroshowe en Reëls asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die 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 Kuilsrivier en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbeteringe is die volgende: Asbesdak, baksteenmure, sitkamer, eetkamer, 3 slaapkamers, kombuis, badkamer, toilet, bediendekwartiere bestaande uit slaapkamer, kombuis, toilet, stort.

Gedateer te Durbanville hierdie 22ste dag van Februarie 2001.

A D Kruger, vir Smit Kruger Ingelyf, Wellingtonweg 32 (Posbus 33), Durbanville, 7550. (Verw. ADK/CC/B01648.)

**SALE IN EXECUTION**

**NEDCOR BANK LIMITED (No. 51/00009/06) versus BERNARD THEODORE LANGENHOVEN, 1st Defendant, and MARGARET LANGENHOVEN, 2nd Defendant**

**Kuils River, Case No. 17386/2000**

*The property:* Erf 5949 (Portion of Erf 403), Kraaifontein.

*In extent:* 496 square metres.

*Situated at:* 29 Snell Street, Kraaifontein.

*Improvements (not guaranteed):* Dwelling with brick walls and asbestos roof consisting of 3 bedrooms, lounge, diningroom, kitchen, bathroom and toilet.

*Date of sale:* 11 April 2001 at 9h00.

*Place of sale:* Kuils River Magistrate's Court House.

*Material conditions:* The sale will be by public auction to the highest bidder subject to 10% deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Bellville, 29 Northumberland Road, Bellville.

Dated at Wynberg this 23 day of February 2001.

Pincus Matz & Marquard, Attorney for Judgment Creditor, Wynberg Mews, Brodie Road, Wynberg.

**Case No. 16448/98**

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

**In the matter between BOE BANK LIMITED, Plaintiff, and P. R. DE PAO, First Defendant, and M. L. DE PAO, Second Defendant**

In pursuance of the warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on Tuesday, 3 April 2001 at 10:00:

*Property:* Erf 2320, Goodwood, in the City of Tygerberg, Cape Division, Province of the Western Cape, measuring 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T17746/90, and subject to the conditions contained therein.

*Improvements (not guaranteed):* Dwelling with outbuildings.

More specifically known as 99 Surrey Street, Goodwood.

*Conditions of sale:*

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the title deeds insofar as same are applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

*Date:* 14th day of February 2001.

Kruger & Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. HPMK/RM/NB249.)

Auctioneer for Plaintiff, Sheriff, Magistrate's Court, Epping Avenue, Elsiesrivier. (Ref. Mr Jacobs.)

**Case No. 2972/99**

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 QUENNETT BETHANIE, Judgment Debtor**

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 24 March 2000, the property listed hereunder, and commonly known as Erf 39370, also known as 18 Alexix Preller Road, Woodlands, Mitchells Plain, will be sold in execution at the Court-house on Tuesday, 10 April 2001 at 10:00, to the highest bidder:

Erf 39370, Cape, extent 210 square metres, held under Deed of Transfer T18255/95.

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 two bedrooms, lounge, kitchen and bathroom/toilet.



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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North.

Dated at Cape Town on this 23rd 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. Mrs Wentzel/227726.)

**Case No. 25827/2000**

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

**In the matter between FIRSTRAND BANK LIMITED, formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and KASHEEF ISAACS and LAFIESA CARIEM, Defendants**

A sale in execution will be held on Tuesday, 10 April 2001 at 10:30, at the Sheriff of Cape Town, Mandatum Building, 44 Barrack Street, Cape Town, of:

Erf 8316, Cape Town, in the City of Cape Town, Cape Division, Western Cape Province, in extent 327 (three hundred and twenty-seven) square metres, held under Deed of Transfer T90064/1998, also known as 95 Roger Street, Cape Town.

The property is improved as follows, though in this respect nothing is guaranteed: Three semi-detached dwellings under tin roofs each consisting of two bedrooms, kitchen, outside bathroom and toilet.

*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 Cape Town, at Mandatum Building, 44 Barrack Street, Cape Town.

Dated at Cape Town on this 5th day of March 2001.

Burton-White, Plaintiff's Attorneys, Suite 306, Victoria Wharf Offices, Victoria & Alfred Waterfront. (DX 1, Waterfront.) (Tel. 419-9310.) (Ref. D. Burton/F976.)

**Case No. 26550/2000**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and GAVIN PATRICK HAGGLAND, First Defendant, and LILIAN ELIZABETH HAGGLAND, Second Defendant**

In the above matter a sale will be held on Thursday, 5 April 2001 at 09:00, at the Bellville Magistrate's Court, Voortrekker Road, Bellville, being:

Erf 15258, Bellville, in the City of Tygerberg, Cape Division, Province of the Western Cape, measuring 577 square metres, also known as 10 Kanna Way, Bellville.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the mortgage bond interest rate, prevailing from time to time and currently at 14,5% (fourteen comma five per centum) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising lounge, kitchen, three bedrooms, bathroom, toilet, servant's quarter with one bedroom, kitchen and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building 2, corner of Willie van Schoor and Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. NED1/0084/H. Crous/lr.)

Saak No. 4348/00

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

**In die saak tussen FBC FIDELITY BANK BEPERK, Eiser, en RAPHAEL PETER ISAACS, Eerste Verweerder, en PATRICIA MARY ISAACS, Tweede Verweerder**

Ter uitvoering van 'n vonnis verkry in die Landdroshof, Kuilsrivier, gedateer 28 April 2000, en 'n lasbrief vir eksekusie sal die hiernabeskrewe vaste eiendom op Woensdag, 11 April 2001 om 09:00, by die Landdroshof, Kuilsrivier, per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe:

Erf 1366, Blue Downs, in die Oostenberg Munisipaliteit, afdeling Stellenbosch, provinsie Wes-Kaap, groot 214 vierkante meter, gehou kragtens Transportakte T114318/98.

*Liggingsadres:* Rembrandtstraat 7, Malibu Village, 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 titelakte 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% per jaar of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van die verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne 14 (veertien) dae na die verkoping vir Vonnisskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word welke verdere voorwaardes ter insae lê by die kantore van die Balju, Kuilsrivier, en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbeteringe is die volgende: Woning met twee slaapkamers, sitkamer, kombuis, badkamer/toilet en teëldak.

Gedateer te Durbanville hierdie 20ste dag van Februarie 2001.

A. D. Kruger, vir Smit Kruger Ingelyf, Wellingtonweg 32 (Posbus 33), Durbanville, 7550. (Verw. ADK/CC/B01672.)

Case No. 16435/99

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NELSON SELIO SALIMANI, First Defendant, and EDITH NOMBEKO SALIMANI, Second Defendant**

In pursuance of a judgment in the above Court and a warrant of execution dated 28 January 2000, the following property will be sold in execution on Monday, 9 April 2001 at 10:00, to the highest bidder at the site of the property:

Erf 161162, Cape Town (at Thornton), in extent 132 (one hundred and thirty-two) square metres, held by Deed of Transfer T29120/1999, situated at 35 Woodwin Way, Thornton.

*Description:* Lounge, kitchen, two bedrooms, bathroom, separate toilet and tiled roof.

*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 2nd day of February 2000.

S. R. Boyes, for Buchanan Boyes, Plaintiff's Attorneys, First Floor, 26 First Avenue, Fish Hoek. (Ref. SRB/lc/V47521/49S.)

Case No. 9662/99

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

**NEDCOR BANK LIMITED versus PHILLIP JACOB BOTHA**

The following property will be sold in execution by public auction held at 45 Camdebo Street, Bellville, to the highest bidder on Thursday, 5 April 2001 at 11:00:

Erf 1048, Bellville, in extent 1191 (one thousand one hundred and ninety-one) square metres, held by Deed of Transfer T34894/1985, situated at 45 Camdebo Street, Bellville.

*Conditions of sale:*

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

2. The following information is furnished but not guaranteed: Lounge, dining-room, three bedrooms, kitchen, bathroom, toilet, swimming-pool and granny flat.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 21,00% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Cape Town on this 6th day of February 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. Mrs D. Jardine/126739.)

Case No. 2216/00

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PHATHEKILE ALRED ZULU, First Defendant, and THANDIWE ELLEN ZULU, Second Defendant**

Pursuant to the judgment of the above Court granted on 7 November 2000 and a writ of execution issued thereafter, the undermentioned property will be sold in execution on Thursday, 5 April 2001 at 10:00, at the Court-house to the highest bidder: 45 Ngaba-Ngaba Crescent, Elitha Park, Khayelitsha.

Erf 28180, Khayelitsha, situated in the City of Tygerberg, Division Cape, Western Cape Province, in extent 244 (two hundred and forty-four) square metres held by Deed of Transfer TL25386/1990.

The following improvements are situated on the property, although in this respect nothing is guaranteed: Brick house with tiled roof consisting of lounge/kitchen, three bedrooms and bathroom/toilet.

*Conditions of sale:* 10% of the purchase price and Sheriff of the Magistrate's Court charges in cash or by means of a bank-guaranteed cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by bank, building society or other acceptable guarantee to be furnished within 30 (thirty) days from date of sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, District of Mitchells Plain.

Signed at Cape Town this 3rd day of February 2001.

I. S. Frye, for Walker Inc., Plaintiff's Attorneys, 15th Floor, Pleinpark Building, Plein Street, Cape Town. (Ref. ISF/MP/P521/W10620.)

Case No. 2068/99

## IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and WINTHROP WILLIAM DAWSON, First Defendant, and JOAN DAWSON, 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 11 Presence Road, Retreat, on Monday, 9 April 2001 at 14:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, Wynberg South, at Electric Road, Wynberg:

Erf 84726, Cape Town, at Retreat, in the City of Cape Town, Cape Division, Province of the Western Cape, measuring 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T7706/1987, also known as 11 Presence Road, Retreat (hereinafter referred to as "the mortgaged unit").

The following information is furnished *re* the improvements; though in this respect nothing is guaranteed: Three living-rooms, three bedrooms, two bathrooms, kitchen, games room, garage, outbuilding with toilet and shower.

*Terms:*

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

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

Dated at Cape Town during 2001.

Findlay & Tait, for the Cape Town Office of Bowman Gilfillan Inc., Plaintiff's Attorneys, 60 St George's Street, Cape Town. (Ref. G. I. Rushton/da/60850.)

To: The Sheriff, High Court, Wynberg South.

**Saak No. 690/2000**

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS LANDDROSKANTOOR GEHOU TE HERMANUS

**In die saak tussen MUNISIPALITEIT VIR DIE GEBIED VAN GANSBAAI, Eksekusieskuldeiser, en J. M. MCFARLANE, Eerste Eksekusieskuldenaar, P. M. GARLICK, Tweede Eksekusieskuldenaar, R. E. KUEHN, Derde Eksekusieskuldenaar, en M. E. MILLAR, Vierde Eksekusieskuldenaar**

Ingevolge 'n vonnis toegestaan in die Landdroshof van Hermanus, en 'n lasbrief vir eksekusie sal die onderstaande eiendom per publieke veiling verkoop word op 6 April 2001 om 12:00, by die Perseel:

Erf 24, Pearly Beach, in die munisipaliteit vir die gebied van Gansbaai, afdeling Bredasdorp, provinsie Wes-Kaap, groot 882 (agthonderd twee-en-tagtig) vierkante meter, gehou kragtens Transportakte T16586/57.

*Ligging:* Rotundaweg 24, Pearly Beach.

*Verbeterings:* Onverbeterde erf.

Wesentlike voorwaardes van verkoping:

Die belangrikste voorwaardes daarin vervat is die volgende:

1. Die veiling is onderhewig aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van die bogenoemde Wet.

2. 10% (tien persent) van die koopprys van die eiendom moet betaal word in kontant of deur middel van 'n bank gewaarborgde tjek tydens ondertekening van die verkoopvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word deur die Balju, en die balans van die koopprys tesame met die rente daarop teen registrasie van transport.

3. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Hermanus se kantoor.

Gedateer te Gansbaai op die 12de dag van Februarie 2001.

J. A. P. Gresse, vir J. A. P. Gresse & Kie., Eiser se Prokureurs, Bergstraat, Gansbaai, 7220. [Tel. (028) 384-0803.] (Docex 1.) (Lêer No. IV8011.)

**Case No. 35489/98**

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

**In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Plaintiff, and HODA NOOR, Defendant**

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 18 December 1998, the property listed hereunder, and commonly known as 10 Limerick Road, Crawford, will be sold in execution at the premises on Tuesday, 10 April 2001 at 14:00, to the highest bidder:

Erf 38677, Cape Town, at Athlone, situated in the City of Cape Town, Cape Division, Western Cape Province, extent 479 (four hundred and seventy-nine) square metres, held under Deed of Transfer T49254/86.

The following improvements are reported to be on the property, but nothing is guaranteed: A brick and mortar dwelling covered under a tile roof consisting of three bedrooms, lounge, kitchen, bathroom, toilet and single garage.



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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg East, 574 Lansdowne Road, Lansdowne, 7780. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on this 21st day of February 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. C. Smith/N43757.)

**Case No. 2263/2000**

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

**In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Plaintiff, and FAEZA SAMPSON, Defendant**

In pursuance of a judgment in the High Court of South Africa (Cape of Good Hope Provincial Division) and writ of execution dated 19 May 2000, the property listed hereunder, and commonly known as Erf 31944, Mitchells Plain, also known as 29 Ludo Crescent, Beacon Valley, Mitchells Plain, will be sold in execution in front of the Court-house on Tuesday, 10 April 2001 at 10:00, to the highest bidder:

Erf 31944, Mitchells Plain, situated in the City of Cape Town, Cape Division, Western Cape Province, extent 215 (two hundred and fifteen) square metres, held under Deed of Transfer T93815/1997.

The following improvements are reported to be on the property, but nothing is guaranteed: Brick house with asbestos roof, comprising lounge, kitchen, bathroom, toilet and three bedrooms.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 2 Mulberry Close, Strandfontein. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on this 21st day of February 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. C. Smith/N46503.)

*Filed by:* Ingrid Broodryk, for Cliffe Dekker Fuller Moore Inc. [Tel. (021) 481-6425.]

**Case No. 2502/1999**

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

**In the matter between BOE BANK LIMITED, Reg. No. 51/00847/06, Plaintiff, and SHARLENE BARNARD, First Defendant, and COLIN SAMUEL BARNARD, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 10 May 1999, the property listed hereunder, and commonly known as 59 Siberian Way, Rocklands, Mitchells Plain, will be sold in execution in front of the Court House on Tuesday, 10 April 2001 at 10:00, to the highest bidder:

Erf 13666 (Portion of Erf 17110), Mitchells Plain, situated in the City of Cape Town, Cape Division, Western Cape Province, in extent 210 (two hundred and ten) square metres, held under Deed of Transfer No. T77476/98.

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

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 2 Mulberry Close, Strandfontein. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on this 21st day of February 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. C. SMITH/N43500.)

Case No. 2247/2000  
PH 255IN 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 DANIE HENDRIKS, First Defendant, and SOPHIA HENDRIKS, Second Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Atlantis Magistrate's Court at 10:00, on 9 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, St John's Street, Malmesbury:

Erf 9938, Wesfleur, in the City of Cape Town, Division Cape, Western Cape Province, in extent 198 square metres and situated at 146 Grosvenor Avenue, Avondale, Atlantis.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 48 square metres main dwelling consisting of a living room, lounge, kitchen, 2 bedrooms and a bathroom with water closet.

*Terms:*

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

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

Dated at Cape Town this 7th day of March 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/S3994/7976.)

Case No. 7291/2000  
PH 255IN 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 ATTIE PHILANDER, First Defendant, and JOSEPHINE HENRIETTA PHILANDER, Second Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Oudtshoorn Magistrate's Court, at 10:00, on 11 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, M3 Rademeyer Street, Oudtshoorn:

Erf 7214, Oudtshoorn, in the Municipality and Division of Oudtshoorn, Province of the Western Cape, in extent 862 square metres, and situated at 27 Mercurius Street, Oudtshoorn.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 150 square metres main dwelling consisting of a living room, lounge, kitchen, 3 bedrooms, bathroom with water closet and shower and a water closet with shower.

*Terms:*

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

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

Dated at Cape Town on this 7th day of March 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/S4133/8172.)

Case No. 7927/2000

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 RASSIET LOSPER, 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 9 Argyle Street, Woodstock, at 11:00, on 11 April 2001, of the under-mentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 6 Aerial Street, Maitland:

Remainder of Erf 11670, Cape Town at Woodstock, in the City of Cape Town, Cape Division, Western Cape Province, in extent 356 square metres and situated at 9 Argyle Street, Woodstock.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 184 square metres main dwelling consisting of a living room, lounge, kitchen, 4 bedrooms and 2 bathrooms with water closet.

*Terms:*

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

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

Dated at Cape Town this 23rd day of March 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/S4162/8205.)

Case No. 25041/1991

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

**ABSA BANK LIMITED versus FELIX CLARK and HELENA LORRAINE CLARK**

The following property will be sold in execution in front of the Courthouse for the District of Mitchells Plain on Tuesday, 10 April 2001 at 10:00, to the highest bidder:

Erf 1833, Mitchells Plain, in extent 210 (two hundred and ten) square metres, held by Deed of Transfer T4871/1990, situated at 25 Cedar Close, Westridge, Mitchells Plain, Western Cape Province.

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

2. *Payment*: Ten per centum of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale and the balance thereof against registration of transfer together with interest at the rate of 14.5% per annum or the prevailing rate, on the full purchase price, calculated and capitalized monthly from date of sale to date of transfer and shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

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

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

Dated at Cape Town on this 10th day of March 2001.

Cliffe Dekker Fuller Moore Inc., Plaintiff's Attorney, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town; P.O. Box 695, Cape Town, 8000. [Tel. (021) 481-6425.] [Fax. (021) 481-6538.] (Ref. IB/C.SMITH/N70986.)

Case No. 308/01

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

**In the matter between FIRSTRAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and ANTONIE RYNARD VAN DER WESTHUIZEN, Identity No. 6804285053087, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the premises, situated at G15 Mount View, Loevenstein on 10 April 2001 at 11:30.

Full conditions of sale can be inspected at the Sheriff, Bellville at 29 Northumberland Street, Bellville, and will be read out prior to the sale.

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

*Property:* Section 94, in the scheme known as Mount View and undivided share in the common property in the above scheme apportioned to the said section known as G15 Mount View, Loevenstein, Western Cape.

*Improvements:* Entrance hall, lounge, dining room, kitchen, 2 bedrooms and bathroom.

Dated during 2001.

L. J. Vosloo, for Steyl-Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. (Ref. LJV/jdt/FV0040.)

Case No. 4393/92

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and FRANK GILBERT TEMMERS, married in community of property to JUDITH GUSTINE TEMMERS, Defendant**

In terms of a judgment given in the Magistrate's Court at Strand on the 12th October 1992 and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 14391, Strand, situated in the City of Cape Town, Division of Stellenbosch, Western Cape Province, measuring 222 square metres, held by Deed of Transfer No. T29852/89, also known as 14 Chanita Street, Strand, will be sold in execution 4 April 2001 at 11H00 at 14 Chanita 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 society guarantee 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 rates 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 to the Bondholder.
4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: 3 bedrooms, kitchen, lounge, 2 bathrooms.

Dated at Somerset West on this 22nd 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. 163/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and ERICA CONSTANCE DE VILLIERS, Defendant**

In terms of a judgment given in the Magistrate's Court at Somerset West on 8 February 1996 and under a warrant of execution issued thereunder, the following immovable property known as:

Erf 1880, Somerset West, situate in the City of Cape Town, Division of Stellenbosch, Western Cape Province, measuring 1 149 square metres, held by Deed of Transfer No. T64503/1994, also known as 21 Jacqueshill Crescent, Somerset West, will be sold in execution on 3 April 2001 at 12H00, at 21 Jacqueshill Crescent, Somerset West, 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, Somerset West, 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 society guarantee 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 rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payable of interest to the Execution Creditor and to the Bondholder.
4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: 3 bedrooms, lounge, kitchen, bathroom, dining-room, single garage.

Dated at Somerset West on this 27th 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. 29915/2000**

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

**In the matter between INVESTEC BANK LIMITED, Plaintiff, and SIMLA PROPERTY HOLDINGS CC, Defendant**

In execution of the judgment of the Magistrate's Court of Cape Town in the above matter, a sale will be held on Friday, 30 March 2001 at 10H00, at the Planet Café, 87 Station Road, Observatory, of the following immovable property:

Remainder Erf 26751, Cape Town at Observatory, situate in the City of Cape Town, Cape Division, Western Cape Province, in extent 270 (two hundred and seventy) square metres, held by Defendant by Deed of Transfer No. T20886/1983.

Subject to the conditions therein contained and referred to: Also known as The Planet Café, 87 Station Road, Observatory.

The following information is furnished *re* the improvements, but in this regard nothing is guaranteed: A brick and mortar dwelling under zinc roof, consisting of kitchen, main hall, 2 toilets. Used to be a nightclub.

*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 as it stands and subject to the conditions of the existing Title Deeds. The highest bidder shall be the Purchaser, subject to the provisions of Section 66 of the above Act.

2. The Purchaser shall pay a deposit of 10% of the purchase price in cash or by way of a bank or building society guarantee cheque on the day of the sale and the balance (with interest at the rate of 14,5% per annum from the date of sale to the date of registration of transfer) against registration of transfer, which amounts are to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's Attorneys, and to be furnished to the Sheriff within fourteen (14) days from the date of sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Maitland.

Dated at Cape Town on this 27th day of February 2001.

The Sheriff of the Magistrate's Court, Maitland.

Findlay & Tait, The Cape Town Office of Bowman Gilfillan Inc., Plaintiff's Attorneys, SA Reserve Bank Building, 60 St. George's Mall, Cape Town. (Ref. A. Gordon/la/102987.)

**Saak No. 9416/2000**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WORCESTER GEHOU TE WORCESTER

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en B. L. GROENEWALD, Eksekusieskuldenaar**

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling op die perseel te Hans de Lange Singel 18, Worcester op 11 April 2001 om 11H00 aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 6913, Worcester, groot 630 (seshonderd-en-dertig) vierkante meter, gehou kragtens Transportakte No. T32234/87, bekend as Hans de Lange Singel 18, Worcester.

*Verkoopsvoorwaardes:*

1. Die Verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju asook by die ondergetekendes.

2. Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Woonhuis bestaande uit sitkamer, eetkamer, badkamer, 3 slaapkamers, kombuis, badkamer met stort en toilet.

3. Die koopprys moet soos volg betaal word:

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

3.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van veertien komma vyf per centum (14,5%) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van die verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos voormeld verseker moet word deur 'n bankwaarborg wat vir die Eiser se Aktebesorger aanvaarbaar is.

3.3 Die voormelde waarborg moet binne 14 (veertien) dae vanaf datum van verkoping deur die Koper aan die Balju, of op instruksie van die Balju, aan die Eiser se prokureurs oorhandig word en moet voorsiening maak vir betaling van die genoemde volle balans-koopprys plus rente teen registrasie van transport, op voorwaarde dat indien die Eiser die Koper is, geen deposito of waarborg nodig sal wees nie en dat die Eiser die volle koopprys plus rente aan die Balju sal betaal teen registrasie van transport.

Geteken te Worcester hierdie 23ste dag van Februarie 2001.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Verw: VG0960).

#### Case No. 13543/95

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

**In the matter between NATAL BUILDING SOCIETY LIMITED, Plaintiff, and N. ADAMS, 1st Defendant, and S. A. ADAMS, 2nd Defendant**

In pursuance of a Judgment in the Court for the Magistrate of Mitchells Plain and a Writ of Execution dated 24 November 1998, the property listed hereunder will be sold in Execution on Thursday 5 April 2001 at 10h00 at Mitchells Plain Magistrate's Court, to the highest bidder:

*Certain:* Erf 829, Mitchells Plain, situated in the City of Cape Town, Cape Division, Western Cape Province, and situated at 4 Palladium Road, Westgate, Mitchells Plain; measuring 380 square metres; held under TL2660/1995.

The following improvements are reported to be on the property, but nothing is guaranteed:

Single dwelling brick walls under tiled roof consisting of approximately partly vibre-crete fence, three bedrooms, cement floors, separate kitchen, lounge, bathrooms and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Office of the Sheriff of the Court, in Mitchells Plain. A substantial Building Society loan can be raised for an approved purchaser.

Dated at Goodwood this 22nd day of February 2001.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref: A Keet/RP/Z12008.)

#### Case No. 10085/1990

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

**ABSA BANK LIMITED versus CECIL ERNEST SMITH and JOAN JOSEPHINE SMITH**

The following property will be sold in execution in front of the Courthouse for the District of Mitchells Plain on Tuesday, 10 April 2001 at 10h00, to the highest bidder:

Erf 13493, Mitchells Plain, in extent 172 (one hundred and seventy two) square metres; held by Deed of Transfer T43932/1989; situate at 9 Agean, Rocklands, Mitchells Plain.

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

2. *Payment:* Ten per centum of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale and the balance thereof against registration of transfer together with interest at the rate of 14.5% per annum or the prevailing rate, on the full purchase price, calculated and capitalized monthly from date of sale to date of transfer and shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

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

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

Dated at Cape Town on 10 March 2001.

Cliffe Dekker Fuller Moore Inc., Plaintiff's Attorney, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town; PO Box 695, Cape Town, 8000. [Tel. (021) 481-6425, Fax (021) 481-6538.] (Ref: C Smith/N59754.)

**Saak No. 8643/00**

**IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WORCESTER GEHOU TE WORCESTER**

**In die saak tussen F N B 'N AFDELING VAN FIRSTRAND BANK LTD, Eksekusieskuldeiser, en TORR PARKIN EMSLIE, Eksekusieskuldenaar**

Ingevolge 'n vonnis van bogenoemde Agbare Hof en Lasbrief tot Uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op 5 April 2001 om 10H00 aan die hoogste bieder verkoop word.

Erf 964, Worcester, bekend as Russellstraat 38, Worcester, geleë in die gebied van die Worcester Plaaslike Oorgangsraad, Afdeling van Worcester, Provinsie Wes-Kaap; groot 734 (sewehonderd vier en dertig) vierkante meter.

*Voorwaardes:* Die verkoping is onderhewig aan die betaling in kontant van ten minste 10% (tien persent) van die koopprys op die datum van verkoping en dat 'n bankwaarborg verskaf word binne 14 (veertien) dae vanaf die verkoopdatum vir die balans van genoemde koopprys.

Die verdere en volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan nou reeds nagegaan word by die kantoor van die Balju van die Landdroshof, Worcester.

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

J. Coetzee, vir Die Vries De Wet & Krouwkam Ingelyf, Stockenstromstraat 25, Worcester, 6850. [Tel. (023) 342-0630.]

**Case No. 18803/98**

**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 MR Z. W. NCALO, Judgment Debtor**

The property described hereunder will be sold at the Courthouse Mitchells Plain Magistrate's Court, Mitchells Plain on Thursday 5th April 2001 at 10H00.

*Viz:* Certain piece of land situate at Mitchells Plain, in the Municipality of Cape Town, Cape Town Division, Erf No. 40719; measuring 273 square metres; held by the Execution Debtor under Deed of Transfer No. 46488/1993 (dated 16th June 1993); popularly known as 70 Esther Crescent, Morgenster, Mitchells Plain.

The property consists of brick building tiled roof, burglar bars, 3 bedrooms, cement floors, open plan kitchen, bathroom and toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19.5% from the date of sale; such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The Buyer shall (a) Pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, 16th Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 405-7425.) (Ref: Mrs K Titus/M3844.)

Auctioneers: The Sheriff, Magistrate's Court, Mitchells Plain South.



Case No. 7794/99

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 MR W. R. AND M. A. LAPPERTS, Judgment Debtor**

The property described hereunder will be sold at the Courthouse Mitchells Plain Magistrate's Court, Mitchells Plain on Thursday 5th April 2001 at 10H00.

Viz: Certain piece of land situate at Mitchells Plain, in the Municipality of Cape Town, Cape Town Division, Erf No. 39667; measuring 235 square metres; held by the Execution Debtor under Deed of Transfer No. 100907/1997 (dated 21st October 1997); popularly known as 41 Pointer Way, Strandfontein, Mitchells Plain.

The property consists of brick building tiled roof, garage, 3 bedrooms, open plan kitchen, bathroom and toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19.5% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The Buyer shall (a) Pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, 16th Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 405-7425.) (Ref: Mrs K Titus/M3884.)

Auctioneers: The Sheriff, Magistrate's Court, Mitchells Plain South.

Case No. 6882/00

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

**In the matter between, SERENGETI BODY CORPORATE, Plaintiff, and N S NTSHTSHO, Defendant**

The following property will be sold in execution to the highest bidder at an auction to be held at 10h00 on Thursday, the 5th day of April 2001, on site:

Section No. 52, as shown and more fully described on Sectional Plan SS166/1990 in the scheme known as Serengeti in respect of the land and building or buildings situated at Mowbray in the City of Cape Town of which section the floor area, according to the said sectional plan is 40 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 ST18654/1994 dated 30 November 1994;

and an exclusive use area described as Parking Bay PB16, measuring 14 square metres, held under Notarial Deed of Cession SK5063/1994S, situated at A407 Serengeti, Kotzee Road, Mowbray.

The following improvements are reported but not guaranteed: Batchelor flat consisting of bedroom, lounge, kitchen and bathroom/toilet.

1. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate calculated on the Plaintiff's claim from the date of sale to the date of transfer, as also interest on any claim preferent to that of the Plaintiff) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 business days of the date of sale.

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

3. *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, Maitland and at the offices of the Plaintiff's attorneys.

Dated at Cape Town this 8th day of March 2001.

Schneider Galloon Reef & Co., Attorneys for Plaintiff, 3rd Floor, 47 On Strand, Strand Street, Cape Town. (Tel: 423-3531.) (Ref. D S Reef/JB/TS3.)

To: The Sheriff of the Court, Maitland.

And to: All Interested Parties.



Case No. 9841/00

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

**In the matter between KUILENOORD BODY CORPORATE, Plaintiff, and Mr GARTH LYSTER STEPHANUS, Defendant**

The following property will be sold in execution to the highest bidder at an auction to be held at 11h30 on Monday, the 2nd day of April 2001, on site:

Section No. 40, as shown and more fully described on Sectional Plan SS12/1989 in the scheme known as Kuilenoord in respect of the land and building or buildings situated at Kuils River in the Oostenberg Municipality of which section the floor area, according to the said sectional plan is 69 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 ST3085/1997, situated at 19 Kuilenoord, Marais Street, Kuils River.

The following improvements are reported but not guaranteed: 2 Bedrooms, lounge, kitchen and bathroom.

1. **Payment:** Ten per cent (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate calculated on the Plaintiff's claim from the date of sale to the date of transfer, as also interest on any claim preferent to that of the Plaintiff) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 business days of the date of sale.

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

3. **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, Bellville and at the offices of the Plaintiff's attorneys.

Dated at Cape Town this 8th day of March 2001.

Schneider Galloon Reef & Co., Attorneys for Plaintiff, 3rd Floor, 47 On Strand, Strand Street, Cape Town. (Tel: 423-3531.) (Ref. D S Reef/JB/KU2.)

To: The Sheriff of the Court, Bellville.

And to: All Interested Parties.

Case No. 3158/2000

## IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between: METROPOLITAN BOARD BOND PARTICIPATION NOMINEES (PTY) LIMITED, Applicant, and SUNGAY: JAMALUDDIEN ABDUL GAFFOOR, First Respondent, and SUNGAY: OMAR ABDUL GAFFOOR, Second Respondent**

A sale without reserve will be held at the office of Magistrate of the Court, cnr Church & Station Streets, Wynberg, at 10h00 on Thursday, the 26th day of April 2001, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, 547 Lansdowne Road, Lansdowne, Wynberg, prior to the sale:

Erf 36928, situated in the South Peninsula Municipality, Division Cape Town, Province of the Western Cape, measuring 732,00 (seven three two comma nought nought) square meters, held under Title Deed T26534/1993, situated at 1 Duine Road Rylands Estate, Athlone, Cape Town.

Improvements described hereunder are not guaranteed.

**Terms:** 10% deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Wynberg on this 9th day of March 2001.

Barry Farber Inc., Plaintiff's Attorneys, c/o Hofmeyer Herbstein Gihwala, Cluver & Walker Inc., 17th Floor, 2 Long Street, Cape Town. [Tel. (011) 327-0820.] (Ref. R Meintjies/wb/HVD166305.) (Ref. Ms R. Willemse/cs/143.)

Case No. 3158/2000

## IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between METROPOLITAN BOARD BOND PARTICIPATION NOMINEES (PTY) LIMITED, Applicant, and SUNGAY, JAMALUDDIEN ABDUL GAFFOOR, First Respondent, and SUNGAY, OMAR ABDUL GAFFOOR, Second Respondent**

A sale without reserve will be held at the office of Magistrate of the Court, cnr Church & Station Streets, Wynberg at 10h00 on Thursday, the 26th day of April 2001, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, 547 Lansdowne Road, Lansdowne, Wynberg, prior to the sale:

Erf 35361, situate in the South Peninsula Municipality, Division Cape Town, Province of the Western Cape, measuring 496,00 (four nine six comma nought nought) square metres, held under Title Deed No. T46326/1991, situated at 1 Farm Road, Rylands Estate, Athlone, Cape Town.

Improvements described hereunder are not guaranteed.

**Terms:** 10% deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Wynberg this 9th day of March 2001.

Barry Farber Inc., Plaintiff's Attorneys, c/o Hofmeyer Nerbstein Gihwala Cluver & Walker Inc., 17th Floor, 2 Long Street, Cape Town. [Tel. (011) 327-0820.] (Ref. R Meintjies/wb/HVD166305.) (Ms R Willemsse/cs/143.)

**Case No. 3158/2000**

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

**In the matter between METROPOLITAN BOARD BOND PARTICIPATION NOMINEES (PTY) LIMITED, Applicant, and SUNGAY, JAMALUDDIEN ABDUL GAFFOOR, First Respondent, and SUNGAY, OMAR ABDUL GAFFOOR, Second Respondent**

A sale without reserve will be held at the office of Magistrate of the Court, cnr Church & Station Streets, Wynberg at 10h00 on Thursday, the 26th day of April 2001, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, 547 Lansdowne Road, Lansdowne, Wynberg, prior to the sale:

Erf 35361, situate in the South Peninsula Municipality, Division Cape Town, Province of the Western Cape, measuring 496,00 (four nine six comma nought nought) square metres, held under Title Deed No. T46326/1991, situated at 1 Farm Road, Rylands Estate, Athlone, Cape Town.

Improvements described hereunder are not guaranteed.

**Terms:** 10% deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Wynberg this 9th day of March 2001.

Barry Farber Inc., Plaintiff's Attorneys, c/o Hofmeyer Nerbstein Gihwala Cluver & Walker Inc., 17th Floor, 2 Long Street, Cape Town. [Tel. (011) 327-0820.] (Ref. R Meintjies/wb/HVD166305.) (Ms R Willemsse/cs/143.)

**Saak No. 18087/99**

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

**In die saak tussen BOE BANK BEPERK, Eiser, en DAVID IGNASIUS CARELSE, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 28 Oktober 1999 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 12 April 2001 om 10H00, by die Landdroshof, Mitchells Plain, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 35510, Mitchells Plain, in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap.

Groot: 286 vierkante meter.

Gehou kragtens Transportakte Nr. T94825/1995.

Met straatadres te Gazalastraat 20, Strandfontein, Mitchells Plain.

Alhoewel geen waarborge gegee word nie, word die volgende inligting verskaf: Die eiendom is verbeter en kan beskryf word as 'n baksteen gebou met teëldak, drie slaapkamers, sitkamer, badkamer en toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju/Afslaer, vir die Distrik van Mitchells Plain-Suid Tel. (021) 393-3171/2.

Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) daarvan in kontant ten tyde van die verkoping en die volle saldo daarvan is teen registrasie van oordrag betaalbaar.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die Afslaer/Balju, vir die Distrik Mitchells Plain-Suid, Tel. (021) 393-3171/2 en by diekantore van Van der Spuy & Vennote, 2de Vloer, "The Bridge", Durbanweg 304, Bellville. Die aanwysings om by die perseel waarop die verkoping gaan plaasvind uit te kom, is verkrygbaar vanaf die Balju by bogemelde telefoonnommer.

Gedateer te Bellville op hierdie 28ste dag van Februarie 2001.

D. Beukes, vir Van der Spuy & Vennote, Prokureurs vir Vonnisskuldeiser, Tweede Verdieping, "The Bridge", Durbanweg 304, Bellville. (Verw. N. Smuts/B2914.)

Case No. 1208/00

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

**In the matter between BOE BANK LIMITED, Plaintiff, and CHRIS BOSHOF, First Defendant, and  
JANINE BOSHOF, Second Defendant**

In pursuance of a Summary Judgment in the Magistrate's Court of Simonstown, the property listed hereunder, will be sold in execution at the premises being 19 Glenhurst Road, Welcome Glen, Simonstown, on Wednesday, the 11th day of April 2001 at 10H00 to the highest bidder:

*Property description:* Erf 4327, Simonstown, situate in the South Peninsula Municipality, Division Cape, Province of the Western Cape, in extent 664 (six hundred and sixty four) square metres, held by Deed of Transfer No. T28893/98.

*Physical address:* 19 Glenhurst Road, Welcome Glen, Simonstown.

The following improvements are reported to be on the property, but nothing is guaranteed: A dwelling with brick walls under a corrugated roof comprising of 2 flats and each having 1 bedroom, open-plan 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, Simonstown, Main Road, Simonstown. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Tokai this 4th day of March 2001.

Michael Matthews & Associates, Plaintiff's Attorneys, Suite D1, Westlake Square, 1 Westlake Drive, Tokai.  
(Ref: B Carnegie/CW/W01066.)

Case No. 3158/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between METROPOLITAN BOARD BOND PARTICIPATION NOMINEES (PTY) LIMITED, Applicant, and  
SUNGAY, JAMALUDDIEN ABDUL GAFFOOR, First Respondent, and SUNGAY, OMAR ABDUL GAFFOOR, Second  
Respondent**

A sale without reserve will be held at the office of Magistrate of the Court, cnr Church & Station Streets, Wynberg, at 10h00 on Thursday, the 26th day of April 2001, of the undermentioned property on conditions which may be inspected at the Offices of the Sheriff, 547 Lansdowne Road, Lansdowne, Wynberg, prior to the sale.

Erf 36928, situate in the South Peninsula Municipality, Division Cape Town, Province of the Western Cape, measuring 732,00 (seven three two comma nought nought) square metres, held under Title Deed Number: T26534/1993, situated at 1 Duine Road, Rylands Estate, Athlone, Cape Town.

Improvements described hereunder are not guaranteed.

*Terms:* 10% deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Wynberg this 9th day of March 2001.

Barry Farber Inc., Plaintiff's Attorneys, c/o Hofmeyer Herstein Gihwala Cluver & Walker Inc., 17th Floor, 2 Long Street, Cape Town. [Tel: (011) 327-0820.] (Ref: R Meintjies/wb/HVD166305.) (Ms R Willemsse/cs/143.)

Saak No. 1115/1997

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BEAUFORT-WES GEHOU TE BEAUFORT-WES

**In die saak tussen DRS STRAUSS & SIEBERHAGEN, Vonnisskuldeiser, en  
SOLOMON STANLEY SABBAT, Vonnisskuldenaar**

Ingevolge uitspraak van bogemelde Agbare Hof en die lasbrief vir eksekusie gedateer 8 Desember 1999 by die kantoor van die Landdroshof soos later hierin vermeld, sal die vermeldde eiendom verkoop word aan die persoon wat die hoogste aanbod maak, op 5 April 2001 om 10:00, naamlik:

1. Erf 3041, Beaufort-Wes, groot 807 (agthonderd en sewe) vierkante meter, gehou kragtens Transportakte T56681/1984, geleë te Disastraat 37, Beaufort-Wes, 6970.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Steengebou met sinkdak, 2 slaapkamers, sitkamer, kombuis, badkamer met aparte toilet.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping gelees word, en ter insae lê in die kantoor van die Balju, Beaufort-Wes, en by die ondergetekendes se kantoor te Donkinstraat 36, Beaufort-Wes.

Die belangrikste voorwaardes 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 23ste dag van Februarie 2001.

Crawfords Ingelyf, Donkinstraat 36, Posbus 25, Beaufort-Wes, 6970.

**Saak No. 590/1998**

**IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BEAUFORT-WES GEHOU TE BEAUFORT-WES**

**In die saak tussen BEAUFORT-WES KLEINLENINGS, Vonnisskuldeiser, en  
ALOMA JULIEANNE SASS, Vonnisskuldenaar**

Ingevolge uitspraak van bogemelde Agbare Hof en die Lasbrief vir Eksekusie gedateer 17 Oktober 2000 by die kantoor van die Landdroshof soos later hierin vermeld, sal die vermelde eiendom verkoop word aan die persoon/e wat die hoogste aanbod maak, op 5 April 2001 om 11:00, naamlik:

1. Erf 6766, Beaufort-Wes, groot 290 (tweehonderd en negentig) vierkante meter, gehou kragtens Transportakte T75011/1999, geleë te Jan Haiglaan 5, Beaufort-Wes, 6970.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Steengebou met sinkdak, slaapkamer, sitkamer, kombuis, badkamer met toilet.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping gelees word, en ter insae lê in die kantoor van die Balju, Beaufort-Wes, en by die ondergetekendes se kantoor te Donkinstraat 36, Beaufort-Wes.

Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word en verder volgens die volledige verkoopvoorwaardes.

Geteken te Beaufort-Wes op hierdie 23ste dag van Februarie 2001.

Crawfords Ingelyf, Donkinstraat 36 (Posbus 25), Beaufort-Wes, 6970.

**Saak No. 17870/2000**

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en CLAUDE STEMMET, Verweerder**

Kragtens 'n uitspraak van bomelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Dinsdag, 3 April 2001 om 10h00 by die Mitchells Plain Hof.

Die onroerende eiendom wat verkoop word, is 'n woonhuis bestaande uit 3 slaapkamers, kombuis, sitkamer, badkamer/toilet en word verdermeer omskryf as:

Seker: Erf 25170, Mitchells Plain, geleë in die stad Kaapstad, afdeling Kaap, Wes-Kaap provinsie, groot 148 (eenhonderd ag en veertig) vierkante meter, gehou kragtens Transportakte No. T5548/1992, ook bekend as Madeliefiestraat 99, Lenteguur, Mitchells Plain.

**Veilingsvoorwaardes:**

1. Die veiling is onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe Nr 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande Titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalinge van Artikel 66 van voormelde Wet.

2. Een tiende ( $\frac{1}{10}$ ) van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n bank- of bougenootskapwaarborg, gewaarborg word.

3. Verdermeer, onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Mitchells Plain-Noord.

Geteken te Bellville op die 19de dag van Februarie 2001.

L Sandenbergh, vir Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.



Case No. 29915/2000

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

**In the matter between INVESTEC BANK LIMITED, Plaintiff, and SIMLA PROPERTY HOLDINGS CC, Defendant**

In execution of the Judgment of the Magistrate's Court of Cape Town in the above matter, a sale will be held on Friday, 30 March 2001 at 10h00 at the Planet Cafe, 87 Station Road, Observatory, of the following immovable property:

Remainder Erf 26751, Cape Town, at Observatory, situate in the City of Cape Town, Cape Division, Western Cape Province, in extent 270 (two hundred and seventy) square metres, held by Defendant by Deed of Transfer No. T20886/1983, subject to the conditions therein contained and referred to. Also known as The Planet Café, 87 Station Road, Observatory.

The following information is furnished *re* the improvements but in this regard nothing is guaranteed: A brick and mortar dwelling under zinc roof, consisting of kitchen, main hall, 2 toilets. Used to be a nightclub.

*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 as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash or by way of a bank or building society guarantee cheque on the day of the sale and the balance (with interest at the rate of 14,5% per annum from the date of sale to the date of registration of transfer) against registration of transfer, which amounts are to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, and to be furnished to the Sheriff within fourteen (14) days from the date of sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Maitland.

Dated at Cape Town this 27th day of February 2001.

The Sheriff of the Magistrate's Court, Maitland.

Findlay & Tait, for The Cape Town office of Bowman Gilfillan Inc., Plaintiff's Attorneys, SA Reserve Bank Building, 60 St George's Mall, Cape Town. (Ref. A. Gordon/la/102987.)

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, 2de 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 Nr. 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 veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Bellville en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 16de dag van Februarie 2000.

A J Marais, vir Marais Müller Ing., Prokureur vir Vonnisiskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (9035191.)

Saak No. 16250/00

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

**In die saak tussen ABSA BANK LIMITED, Vonnisskuldeiser, en PHILBET KIETH ARENDSE, Eerste Vonnisskuldenaar, en SHAMEEMAH ARENDSE, Tweede Vonnisskuldenaar**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 23 Oktober 2000, sal die volgende onroerende eiendom geregtelik verkoop word op die 6de dag van April 2001 om 09h00 te Kuilsrivierhof, aan die hoogste bieder:

Erf 3256, Eerste Rivier, in die stad Kaapstad, afdeling Stellenbosch, Wes-Kaap Provinsie, goot 380 m<sup>2</sup> (Bergstraat 1, Silwood Heights, Eerste Rivier) bestaande uit 'n woonhuis onder teëldak met sitkamer, kombuis, drie slaapkamers, 1½ 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 bepalings van die Wet op Landdroshowe (Wet 32 van 1944), die bepalings van die huidige titelakte van die eiendom en betaling van 'n deposito van 10% van die koopprys aan die Balju onmiddellik na die verkoping óf in kontant, óf per bankgewaarborgde tjek. Die balans koopprys plus rente teen 14,50% per jaar op die vonnisskuld verskuldig vanaf datum van verkoping tot datum van registrasie van transport, verseker te word deur 'n goedgekeurde bankwaarborg wat aan die Balju voorsien moet word binne veertien dae na datum van verkoping.

Die koper moet alle oordragkoste, eiendomsbelasting en munisipale- of deeltitelheffings aan die oordragprokureurs betaal. Verkoopsvoorwaardes kan geïnspekteer word by die kantoor van die Balju van bogemelde Hof.

Gedateer te Durbanville op hierdie 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.)

Saak No. 3254/2000

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

**In die saak tussen: STANFORD MUNISIPALITEIT, Eiser, en A MBOBI, 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 1451, Stanford, in die Overstrand Munisipaliteit, Afdeling Caledon, Provinsie Wes-Kaap, groot 234 vierkante meter, geleë te Mundillstraat 1451, Stanford, 7210, gehou kragtens Transportakte Nr. T82557/1998.

Die verbeterings 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 koopprys van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopsvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprys tesame met die rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopsvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Hermanus se kantoor.

Hannes Pretorius Prokureurs, Prokureurs vir Eiser, 1ste Vloer, Fashion Square, Hoofweg 137, Hermanus, 7200.

Aan: Die Balju van die Hof, Landdroshof, Hermanus, 7200.

Saak No. 3250/2000

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

**In die saak tussen: STANFORD MUNISIPALITEIT, Eiser, en M KAPTEIN, 1ste Verweerder, en R MCKLEIN, 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 1466, Stanford, in die Overstrand Munisipaliteit, Afdeling Caledon, Provinsie Wes-Kaap, groot 206 vierkante meter, geleë te Compactastraat 1466, Stanford, 7210, gehou kragtens Transportakte Nr. T112630/1998.

Die verbeterings op die eiendom bestaan uit die volgende: 'n Woonhuis.

*Verkoopsvoorwaardes:*

1. Die veiling is onderhewig aan die bepalings van die Landdroshowewet, Wet 32 van 1944, soos gewysig, en die eiendom word "voetstoots" verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van die bogenoemde Wet.
2. Tien persent van die koopprijs van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopsvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprijs tesame met die rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.
3. Die volledige verkoopsvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Hermanus se kantoor.

Hannes Pretorius Prokureurs, Prokureurs vir Eiser, 1ste Vloer, Fashion Square, Hoofweg 137, Hermanus, 7200.

Aan: Die Balju van die Hof, Landdroshof, Hermanus, 7200.

Case No: 4606/00

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

**K & D INVESTMENT TRUST, versus NOELLINE ESTHER HUMAN**

The following property will be sold in execution to the highest bidder at a public auction to be held at Magistrate's Court, Bellville, on Tuesday, 27 March 2001 at 9:00.

Erf 5759, Bellville, situate in the City of Tyberberg, in extent 584 (five hundred and eighty-four) square metres, held by Deed of Transfer No. T79587/92 and situate at 9 Môreson Street, Bellville.

*Conditions of sale:*

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.
2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising 5 bedrooms, lounge, kitchen, 2 bathrooms, study office, 2 garages and tiled roof.
3. *Payment:* 10% of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the full balance thereof with interest at the rate of 15,5% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.
4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on 20th February 2001.

J. van Niekerk, for Laubscher & Hattingh, Plaintiff's Attorneys.

Saak No. 3254/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

**In die saak tussen STANFORD MUNISIPALITEIT, Eiser, en A. MBOBI, 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 10:00 te die Kantore van die Stanford Munisipaliteit, Queen Victoriastraat 17, Stanford:

Erf 1451, Stanford, in die Overstrand Munisipaliteit, afdeling Caledon, provinsie Wes-Kaap, groot 234 vierkante meter, geleë te Mundillstraat 1451, Stanford, 7210, gehou kragtens Transportakte T82557/1998.

Die verbetering op die eiendom bestaan uit die volgende: 'n Woonhuis.

*Verkoopsvoorwaardes:*

1. Die veiling is onderhewig aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van artikel 66 van die bogenoemde Wet.

2. Tien persent van die koopprys van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprys tesame met rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju Hermanus se kantoor.

Aan: Die Balju van die Hof, Landdroshof, Hermanus, 7200.

Hannes Pretorius Prokureurs, Prokureurs vir Eiser, Eerste Verdieping, Fashion Square, Hoofweg 137, Hermanus, 7200.

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

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### GAUTENG

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#### VAN VUUREN AUCTIONEERS

##### AUCTION OF A BACHELOR FLAT

Duly instructed by the Trustees of insolvent estate: **V C Nomatyeli**, Master's Reference T4373/00, we are selling the under-mentioned property by public auction on Thursday, 5 April 2001 at 12:00.

*Description:* Unit 58, SS Ultramar 225, known as 505 Ultramar, 288 Bosman Street, Pretoria, measuring 41 m<sup>2</sup>.

*Terms:* 10% deposit, and the balance within 30 days.

Van Vuuren Auctioneers, Tel: (012) 362-1100.

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#### VAN VUUREN AFSLAERS

##### VEILING VAN 'N 1-SLAAPKAMERWOONSTEL

In opdrag van die Kurator van insolvente boedel: **W Venter**, Meesterverwysing T1192/00, verkoop ons die ondergenoemde eiendom per openbare veiling op Donderdag, 5 April 2001 om 11:00.

*Beskrywing van eiendom:* Eenheid 9 van Skema SS Georgie 76, bekend as Georgie 204, Wesselstraat 279, Arcadia, grootte 43 m<sup>2</sup>.

*Terme:* 20% deposito, balans binne 30 dae.

Van Vuuren Afslaers, Tel: (012) 362-1100.

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#### VAN VUUREN AFSLAERS

##### VEILING VAN 2 SLAAPKAMERWOONSTEL

In opdrag van die Kurator van insolvente boedel: **NH Langa**, Meesterverwysing T3764/00, verkoop ons die ondergenoemde eiendom per openbare veiling op Donderdag, 5 April 2001 om 10:00.

*Beskrywing van eiendom:* Eenheid 4 van Skema SS Asbos 72, bekend as Asbos 14, Schoemanstraat 558, Arcadia, grootte 72 m<sup>2</sup>.

*Terme:* 20% deposito, balans binne 30 dae.

Van Vuuren Afslaers, Tel: (012) 362-1100.



**VENDOR AFSLAERS**

VEILING EIENDOM: OVERTON C703, DE BOULEVARDSTRAAT 269, SILVERTON

*Opdraggewer:* Kurator—Insolvente boedel: G J Potgieter—T4888/00, verkoop Vendor Afslaers per openbare veiling op 30 Maart 2001 om 11:00.

*Beskrywing:* Eenheid 45 van Skema 15, SS Overton, Silverton, 1956, Pretoria CC, Gauteng.

*Verbeterings:* 2 slaapkamerwoonstel.

*Betaling:* 20% deposito.

*Inligting:* (012) 404-9117.

**VENDOR AFSLAERS**

VEILING EIENDOM:

*Opdraggewer:* Kurator—I/B: **T M Nokepeyi**, T32820/00, verkoop Vendor Afslaers per openbare veiling, 27 Maart 2001 om 11:00:

Parkholm 305, Skinnerstraat 363, Pretoria-Sentraal.

*Beskrywing:* Eenheid 29 van Skema 70, SS Parkholm, Pretoria, 2795, Pretoria CC, Gauteng.

*Verbeterings:* Eenmanwoonstel.

*Betaling:* 20% dep.

*Inligting:* (012) 404-9117.

**VENDOR AFSLAERS**

VEILING LOSBATES:

In opdrag van die Likwidateurs:

*Likwidateurs:* **Macleod's Engineering (Pty) Ltd**, T335/01 & **Spotwelding Services BK**, T259/01, verkoop Vendor Afslaers per openbare veiling, 26 Maart 2001 om 11:00:

Spannerstraat 461, Clayville, Olifantsfontein.

*Beskrywing:* Draaibanke & freesmasjiene, perse & guillotines, sweistoerusting & ander toersuting, staal en voertuie.

*Betaling:* Kontant of bankgewaarborgde tjek.

*Inligting:* (012) 404-9100. Sel: 083 306 9743 / 082 415 9364.

**INTERNATIONAL AUCTIONEERS**

INSOLVENT ESTATE E. KRUGER, MASTER'S REF. T6837/00

Erf No: 39 / PTN 1 and No: 39 PTN 2 Heidelberg, situate No: 55 Pretorius Street, measuring  $\pm 1852 \text{ m}^2$  and  $248 \text{ m}^2$ , comprising 3 bedroomed house with main en suite, the main bedroom has a sewing room and sun room, separate toilet and bathroom, guest toilet, family room, lounge and diningroom, large kitchen and scullery. There is a thatch roof extension to the house with an indoor swimming pool, kitchenette and small lounge, rondavel with toilet and bathroom and double garage. Adjoining the house is a shopping complex comprising 6 shops with a projected income of R8 400-00 per month.

*Sale takes place at:* No: 55 Pretorius Street, Heidelberg on Tuesday, 27th March 2001 at 11:30 a.m.

For further details phone International Auctioneers on (011) 782 0412/15 or fax (011) 782 0465.

**PHIL MINNAAR AFSLAERS**

In opdrag van die Kurator in die Insolvente boedel van **D. Jooste**, Meestersverw. T3620/00, bied Phil Minnaar Afslaers 'n pypsteelerf aan per openbare veiling te Starkeylaan 1439, Waverley, Pta op Woensdag, 28-03-2001 om 11:00.

*Terme:* 20% Deposito in bankgewaarborgde tjek en die balanskoopprys is betaalbaar binne 30 dae na bekragtiging.

Eiendom word verkoop onderhewig aan bekragtiging.

*Navrae:* Skakel Phil Minnaar Afslaers by (012) 343-3834.

**PHIL MINNAAR AFSLAERS**

In opdrag van die Kurator in die Insolvente boedel van **C. & S. E. Verster**, Meestersverw. T6376/00, bied Phil Minnaar Afslaers 'n eiendom aan per openbare veiling te Silverstr. 21, Erasmus X4, Bronkhorstspuit op Woensdag, 28-03-2001 om 11:00.

*Terme:* 20% Deposito in bankgewaarborgde tjek en die balanskoopprys is betaalbaar binne 30 dae na bekragtiging.

Bekragtiging met die val van die hamer.

*Navrae:* Skakel Phil Minnaar Afslaers by (012) 343-3834.

**PHIL MINNAAR AFSLAERS**

In opdrag van die Kurator in die Insolvente boedel van **C. & S. E. Verster**, Meestersverw. T6376/00, bied Phil Minnaar Afslaers 'n eiendom aan per openbare veiling te Silverstr. 21, Erasmus X4, Bronkhorstspuit op Woensdag, 28-03-2001 om 11:00.

*Terme:* 20% Deposito in bankgewaarborgde tjek en die balanskoopprys is betaalbaar binne 30 dae na bekragtiging.

Bekragtiging met die val van die hamer.

*Navrae:* Skakel Phil Minnaar Afslaers by (012) 343-3834.

**PARK VILLAGE AUCTIONS**

**JOINT INSOLVENT ESTATE: J W & C EKSTEEN, MASTER'S REFERENCE NUMBER: T5847/00**

Duly instructed by this Estate's Trustee, we will offer for sale by way of Public Auction, on Site at 10 Van Eeden Street, The Reeds Extension 5, Centurion District, Pretoria, Gauteng Province, on Monday, 26 March 2001, commencing at 10:30 am:

An ideally located three bedroomed and two bathroomed home with other improvements.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369. Website: <http://www.parkvillageauctions.co.za>. (e mail: [ccarson@parkvillage.co.za](mailto:ccarson@parkvillage.co.za)).

**CHOCOLATE CHALET, trading as ANGLO SWISS CONFECTIONERY CC (in liquidation)**

**Master's Reference Number: T454/01**

Duly instructed by this Estate's Liquidator, we will offer for sale by way of public auction, on site at 11 Barnsley Road, Benoni South, District of Benoni, Gauteng Province, on Thursday, 29 March 2001, commencing at 10:30 am, entire contents of chocolate manufacturer.

For further particulars contact the auctioneer: Park Village Auctions. [Tel. No. (011) 789-4375.] [Telefax (011) 789-4369.] (Website: <http://www.parkvillageauctions.co.za>). (e mail: [ccarson@parkvillage.co.za](mailto:ccarson@parkvillage.co.za)).

**FOURWAYS PRIVATE HOSPITAL (OPERATING COMPANY) (PTY) LTD (in liquidation)**

**Master's Reference Number: T7655/99**

Duly instructed by this Estate's Joint Liquidators, we will offer for sale by way of public auction, on site at Cedar Avenue, corner of Oak Avenue, Witkoppen Extension 2 (Craigavon Agricultural Holdings), District of Randburg, Gauteng Province, on Tuesday, 27 March 2001, commencing at 10:30 am, a partially completed ultra modern and superbly planned proposed private hospital.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. No. (011) 789-4375.] [Telefax (011) 789-4369.] (Website: <http://www.parkvillageauctions.co.za>). (e mail: [ccarson@parkvillage.co.za](mailto:ccarson@parkvillage.co.za)).

**Insolvent estate: J DU P DE BEER****Master's Reference Number: T4614/00**

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site at 32—26th Street, Menlo Park, Pretoria, on Tuesday, 27 March 2001, commencing at 10:30 am, a spacious and conveniently positioned five bedroomed home with office space and boardroom, as well as other improvements.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. No. (011) 789-4375.] [Telefax (011) 789-4369.] (Website: <http://www.parkvillageauctions.co.za>). (e mail: [ccarson@parkvillage.co.za](mailto:ccarson@parkvillage.co.za)).

**Joint Insolvent estate: R & M A KHAN****Master's Reference Number: T1644/99**

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site at 52 Harpur Avenue, Benoni Central Business District, Gauteng Province, on Thursday, 29 March 2001, commencing at 10:30 am, an excellent double storey face brick commercial building with tenants.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. No. (011) 789-4375.] [Telefax (011) 789-4369.] (Website: <http://www.parkvillageauctions.co.za>). (e mail: [ccarson@parkvillage.co.za](mailto:ccarson@parkvillage.co.za)).

**LEO AFSLAERS (EDMS) BPK****(Reg. No. 87/03427/07)**

**INSOLVENSIEVEILING VAN 'N RUIM 3-SLAAPKAMER WOONHUIS MET DUBBELMOTORHUIS (SONDER RESERVE)  
SPEEKSTRAAT 870, WAPADRAND X1, PRETORIA OP 28 MAART 2001 OM 10H30 OP DIE PERSEEL**

**BEKRAGTIGING MET DIE VAL VAN DIE HAMER****ERF 254 WAPADRAND X1, REGISTRASIE AFDELING J.R., GAUTENG**

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **J. J. Pretorius**, Meestersverwysing T3578/00, verkoop ons per openbare veiling genoemde eiendom op die perseel:

*Verbeterings bestaan uit:* 'n Woonhuis met 3 slaapkamers, 2 badkamers (hoofslaapkamer met badkamer en aantrekkamer "en suite"), oopplan kombuis, spens, sit- eetkamer, gesinskamer, ingeboude kaste, volvloermatte, dubbelmotorhuis, bediendekwartiere met toilet en stort, gevestigde tuin, 3 sye ommuur, teëldak, nutshut. Erf = 1 350 m<sup>2</sup>, verbeterings = 220 m<sup>2</sup>.

*Verkoopsvoorwaardes:* 15% deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborg vir die balans binne 30 dae na datum van veiling.

*Afslasersnota:* Naby alle fasiliteite. Stil area. Uitstekende belegging. Gaan kyk self.

*Besigtiging:* By die eiendom, vra vir sekuriteitswag.

Vir meer besonderhede skakel ons kantore by (012) 341-1314. Besoek ons webtuiste by: [www.leoauktioneers.co.za](http://www.leoauktioneers.co.za).

Reg van onttrekking word voorbehou.

**PROPERTY MART SALES**

Duly instructed by the Trustee of the insolvent estate **I. C. Yennaris** (Master's Ref. 25177/00).

We shall sell the following property at the fall of the hammer, 25 Laborie Street, being Erf 11, Freeway Park, Boksburg, and measuring 1 026 square metres in extent.

*Viewing:* Daily from 11H00—15H00.

Sale takes place at 25 Laborie Street, Freeway Park, on Thursday, 29 March 2001 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 sale by acceptable bank guarantee.

*Auctioneers:* Property Mart (Est. 1963). [Tel. (011) 640-4459/60.] [Fax (011) 640-5943.] (A/H 083 408 6405, L. Nicholson.)  
WEBSITE: <http://www.propertymart.co.za> E-MAIL: [property@interweb.co.za](mailto:property@interweb.co.za)

**AUCOR LIQUIDATION SALE****IN THE MATTER OF NORTIM 2000 PTY LTD, IN LIQUIDATION**

COMPLETE FURNITURE MANUFACTURING PLANT, VARIOUS MACHINERY, EQUIPMENT, FURNITURE & VEHICLES

Duly instructed by the **Liquidator of Nortim 2000 Pty Ltd**, in liquidation (T681/01), the Aucor Group will supplement and sell the following assets:

Manufacturing plant: Balco finishing plant, new century stain machine, stain machine dry tunnel, Wadkin surfacer, Rockwell surfacer, Holtzer feeder & stand, Radial arm saw, Rockwell cross/rip saw, 2 panel saws, 3 band saws, Jelly pneumatic cut off, Weinig 5 cutter, 3 multi bores, Samco stroke sander, Griggio open belt sander, 3 wheel clamps, Edge sander, 4 spindles, 2 Hydrovane compressors, Holy wood router, Buffering drum sander, Fracol edge bander, Conveyers, Extractor fans, 3 clamping tables, 2 Austro chair presses, 3 Carcass presses, buff heads, working tables, 2 airless spray systems, and much more.

*Other: Vehicles:* '96 Isuzu KB260, '95 Isuzu KB260 LE, 3 Venter trailers, forklift. *Office furniture:* Desks, chairs credenzas, cabinets, steel tables boardroom table & chairs, visitor's chairs, sideboard, pedestals, computer & printers, etc.

Work in progress, raw material & furnished furniture also to be sold.

*Sale to take place on site at:* Theuns Mulder Str, Brits Industrial Area.

*Date of sale:* Thursday, 29 March 2001 at 10:30.

*Directions:* Follow posters.

*View:* One (1) day prior to the Auction. *Terms:* A R2000 (bank or bank guarantee cheque) deposit on registration. A 5% buyers premium plus VAT will be levied on each item purchased. The balance to be paid on the day of the sale by bank guaranteed cheque. *NB:* Due to security reasons no cash will be accepted at the auction site, but may be paid in at the nearest bank.

For further information, please contact: Aucor North (Pty) Ltd. [Tel. (012) 808-0092/4/5 / 082 320 5372 / 083 444 2042.] (Fax. (012) 808-0054.) (e-mail: [jeanne.sassenberg@aucor.co.za](mailto:jeanne.sassenberg@aucor.co.za) / [www.aucor.co.za](http://www.aucor.co.za))

**PROPERTY MART SALES**

Duly instructed by the Trustee in the insolvent estate **FM Giovannoni** (Master's Ref. T1073/00), we shall sell the following property subject to maximum 7 days confirmation:

Section number 16 in the scheme known as S. S. Shingwedzi Lodge, measuring 63 square metres, together with a share in the common property.

Sale take place at Unit 16, Shingwedzi Lodge, situated on the corner of Albert & Theunis Streets, on Thursday, 29th 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) 640-55943. 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](mailto:property@interweb.co.za))

**PHIL MINNAAR AFSLAERS**

BOEDELWYLE: CA LABUSCHAGNE - T16878/00

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die persele, op 27/3/2001 om 11h00, Erf 44, Waterkloofhoogste X3. Reg. Afd JR Pretoria CC, Gauteng:

Grootte ±1983 m<sup>2</sup>, op 28/3/2001 om 11h00, Ged. 22 v/d Plaas Leewdraai-211. Reg. Afd. JR Oostelike Gauteng SC, Noordelike Provinsie.

*Voorwaardes:* 20% van verkoopprys bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig dae van bevestiging van verkoping.

Phil Minnaar Afslaers - Johannesburg (011) 475-5133.



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## KWAZULU-NATAL

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### ISIVUNO—AUCOR (PTY) LTD

#### AUCTION NOTICE

Duly instructed by the liquidators in the matters: We will sell & supplement the following estates by public auction:

—**I G Upfold CC**, t/a Melmoth & Nkandla Hardware (in liquidation), Master of the High Court, Reference Number: N806/00.

—**A Baker Brothers Queen Street Pty Ltd** (in liquidation), Master of the High Court, Reference Number N567/00.

—**Lorimer Metals & Alloys CC** (in liquidation), Master of the High Court, Reference Number N632/00.

*Date:* Tuesday, 20th March 2001 @ 10.30AM.

*Venue:* 43 Columbine Place, Ring Road Industrial Park, Glen Anil.

—Insolvent estate: **R & M Samuel**, Master of the High Court, Reference Number: N49/01.

—**I M Lockhat Durban Pty Ltd** (in liquidation), Master of the High Court, Reference Number: N299/00.

*Date:* Thursday, 29th March 2001 @ 10.30AM.

*Venue:* 43 Columbine Place, Ring Road Industrial Park, Glen Anil.

The above is subject to change without prior notice.

For details contact Isivuno—Aucor (Pty) Ltd on Tel: (031) 569-3116 or Fax: (031) 569-3121, or Justin: 083 444 1201. Email: Justin.Behrens@aucor.co.za On line auctions: [www.aucor.co.za](http://www.aucor.co.za)

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## MPUMALANGA

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### PHIL MINNAAR AFSLAERS

In opdrag van die Kurator in die insolvente boedel van **W.C. Kasselmann**, Meestersverw. T5243/00, bied Phil Minnaar Afslaers 'n woonstel aan per openbare veiling te Johaletwoonstel nr. 13, Voortrekkerstr. 2A, Middelburg, op Donderdag, 29-03-2001 om 11:00.

*Terme:* 20% deposito in bankgewaarborgde tjek en die balanskoopprys is betaalbaar binne 30 dae na bekragtiging.

Eiendom word verkoop onderhewig aan bekragtiging.

*Navrae:* Skakel Phil Minnaar Afslaers by Tel: (012) 343-3834.

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### PHIL MINNAAR AFSLAERS

In opdrag van die Eksekuteur in die bestorwe boedel van **J. H. L. Heymans**, Boedelnr. 12777/00, bied Phil Minnaar Afslaers 'n landbouhoeve aan per openbare veiling te Plot 145, White River Estates, Oostelike Seksie Landbouhoeves, Mpumalanga, op Vrydag, 30-03-2001 om 13:00.

*Terme:* 20% deposito in bankgewaarborgde tjek en die balanskoopprys is betaalbaar binne 30 dae na bekragtiging.

Eiendom word verkoop onderhewig aan bekragtiging.

*Navrae:* Skakel Phil Minnaar Afslaers by Tel: (012) 343-3834.

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## NORTHERN PROVINCE NOORDELIKE PROVINSIE

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### VENDOR AFSLAERS

#### VEILING EIENDOM:

*Opdragewer:* Kurator—l/l: **Noord Transvaal Varsprodukte Eiendomme (Edms) Bpk**, T6672/00 verkoop Vendor Afslaers per openbare veiling: 29 Maart 2001 om 11:00, Resterende Gedeelte van 33 van die Plaas Yamorna 558, Tzaneen.

*Beskrywing:* Resterende gedeelte van Gedeelte 33 ('n gedeelte van Gedeelte 23) van die plaas Yamorna 558, LT, Tzaneen TLC, Noordelike Provinsie.

*Verbeterings:* Kommersiële Eiendom.

*Betaling:* 10% dep.

*Inligting:* (012) 404-9117.

**KOPANO AFSLAERS (EDMS) BPK****AFSLAERS-GESWORE WAARDERDERS-TRANSPORT-STORING****INSOLVENTE BOEDEL VEILING****GROOT EN GERIEFLIKE 3 SLAAPKAMER HUIS IN PHALABORWA UITBREIDING 6**

Behoorlik gelas deur die Kurator in die Insolvente Boedel van **A. & D. Pelzer**, Meesters Verwysingsnommer T4361/00 sal ons die ondergenoemde eiendom by wyse van 'n publieke veiling verkoop aan die hoogste bieder, onderhewig aan 'n sewe (7) dae bekrachtigingsperiode, op Donderdag 29 Maart 2001 om 14H00, Erf 2133, Phalaborwa X6.

*Plek:* Lekkerbreekstraat 13, Phalaborwa X6.

*Verbeterings:* Ingangsportaal, Oopplan sit/eetkamer, kombuis, opwaskamer, 3 slaapkamers, badkamer. Buite toilet.

*Besigtiging:* Enige tyd voor veiling. Maak asseblief afspraak met afslaer.

*Voorwaardes:* 10% Deposito + 6% Koperskommissie 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: (012) 562-0385/7 Sel: 083 449 1001.

[www.kopanoauctions.co.za](http://www.kopanoauctions.co.za)

**KOPANO AFSLAERS (EDMS) BPK****AFSLAERS-GESWORE WAARDERDERS-TRANSPORT-STORING****INSOLVENTE BOEDEL VEILING****GROOT EN GERIEFLIKE 5 SLAAPKAMER HUIS MET 2 BADKAMERS IN SPOG BUURT FAUNA PARK, PIETERSBURG**

Behoorlik gelas deur die Kurator in die Insolvente Boedel van **F. D. Scheepers**, Meesters Verwysingsnommer T5934/00 sal ons die ondergenoemde eiendom by wyse van 'n publieke veiling verkoop aan die hoogste bieder, onderhewig aan 'n sewe (7) dae bekrachtigingsperiode, op Dinsdag 27 Maart 2001 om 14H00, Erf 3675, Fauna Park, Pietersburg.

*Plek:* Hermanstraat 121, Faunapark, Pietersburg.

*Verbeterings:* Ingangsportaal, Familiëkamer, TV Kamer, sitkamer, eetkamer, kombuis, stoorkamer, 5 slaapkamers, 2 badkamers; dubbel motorafdek, buite toilet.

*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: (012) 562-0385/7 Sel: 083 449 1001.

[www.kopanoauctions.co.za](http://www.kopanoauctions.co.za)

**CAHI AUCTIONEERS**

**Registration No. CK87/12616/23**

**LIQUIDATION AUCTION****WELL KNOWN MAROELA CARAVAN PARK AND RESORT**

2 X 3 bedroom houses; 150 caravan sites (power points); 3 furnished chalets; 6 sleeper park home; 3 caravans; 2 ablution blocks; swimming pool and kiddies pool in pleasant surround.

Duly instructed by the Provisional Liquidator in the matter Maroela Vakansie Oord (Edms) Bpk in liquidation Master's Reference Number T892/01.

We will offer by public auction Thursday 29 March 2001, at 11 am on Site Portion 38 & 40 (remaining extent) of the farm Buiskop 464, Warmbaths, Northern Province.

Situated just outside Warmbaths on the old Warmbaths-Nylstroom Road, follow directional boards from Warmbaths, measuring Portion 38 (remaining extent)-10,5938 ha; measuring Portion 40 (remaining extent)-8,4142 ha.

*Chalets:* Park home 6 sleeper; mountain chalet, 5 sleeper, 4 sleeper chalet, 10 sleeper chalet. *Caravans:* 1 X 3 sleeper & 2 X 4 sleeper.

View by appointment

*Terms:* 10% deposit on the fall of the hammer (cash or bank cheques only), 7,5% commission with V.A.T. thereon. Balance within 30 days after confirmation.

Contact Cahé Auctioneers Tel. (012) 809-2247/8, Fax. (012) 809-2258. E Mail-[info@cahi.co.za](mailto:info@cahi.co.za)

The sale will be confirmed on the fall of the hammer

**PARK VILLAGE AUCTIONS****J DU P DE BEER EIENDOMME BK (IN LIKWIDASIE)**

In opdrag van die likwidateur, bied ons per openbare veiling aan, die plaas Boschdraai, Koedoesrand gebied, tolwe distrik Noordelike Provinsie op Vrydag 30 Maart 2001 om 11h00. 2 Prima Wild/Veeplase naamlik Boschdraai & Wynberg, gesamentlike grootte 2380 ha. Jagkamp.

Watervoorsiening bestaande uit boorgate, grond dame en wildsuipings. Die plase is gesamentlik wildwerend omhein, met 'n verskeidenheid wild.

Vir meer besonderhede en Besigtiging kontak die Afslaers: Park Village Auctions. Telefoonnommer (012) 362-3650/(011) 789-4375. Faksimile (012) 362-3652/(011) 789-4369. Website: <http://www.parkvillageauctions.co.za> E mail: [ccarson@parkvillage.co.za](mailto:ccarson@parkvillage.co.za)

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**NORTH WEST  
NOORDWES**

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**PHIL MINNAAR AFSLAERS  
BOEDEL WYLE: HE STADLER**

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling op die perseel op 15/3/2001 om 13h00, Erf 161, Dawkinsville dorpsgebied. Reg. Afd IP Provinsie Noordwes, grootte ±659 m<sup>2</sup>.

*Voorwaardes:* 20% van verkoopprijs bankgewaarborgde tjek met toeslaan van bod.

Restant deur verskaffing van waarborge binne dertig dae van bevestiging van verkoping.

Phil Minnaar Afslaers—Johannesburg (011) 475-5133.

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

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**NORTHERN PROVINCE  
NOORDELIKE PROVINSIE**

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**Case No. 24586/2000**

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

**In the matter between NEDCOR BANK LIMITED trading as NEDBANK, Plaintiff, and  
SIMON HENDRIK BARKHUIZEN, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at 25 Mangaan Street, Pietersburg, on Wednesday, the 28th of March 2001 at 10h00.

Full conditions of sale can be inspected at the Offices of the Sheriff of the High Court, Pietersburg, 25 Mangaan Street, Pietersburg, 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 160, Peninapark, Registration Division LS, Northern Province, measuring 1417.0000 square metres, held under Deed of Transfer T79722/1993.

*Improvements:* 3 bedrooms, main bedroom with bathroom, separate bathroom, toilet, lounge, diningroom, kitchen, scullery, garage converted into flat, lapa, pool, known as 60 Letaba Avenue, Pietersburg.

Dated at Pretoria on this the 20th day of March 2001.

V Stupel, for Hack Stupel and Ross, Attorneys for Plaintiff, Standard Bank Chambers, Pretoria; PO Box 2000, Pretoria.  
(Tel. 325-4185.) (Ref. Mr Stupel/ML VS 8095A.)

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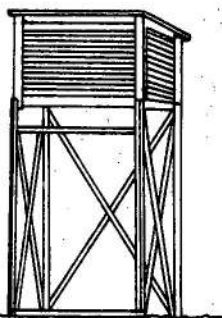
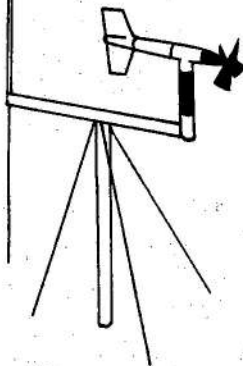
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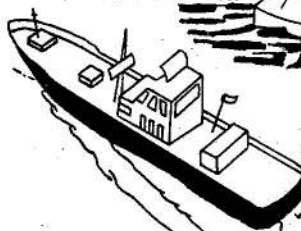
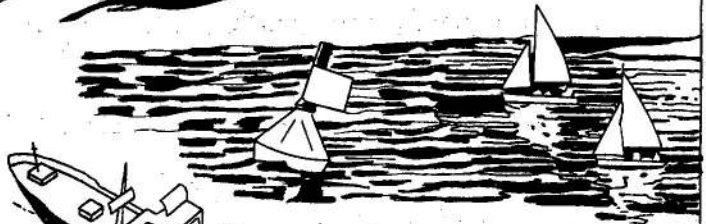
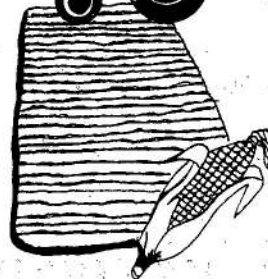
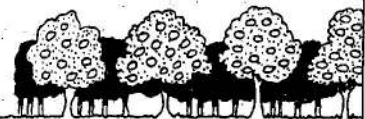
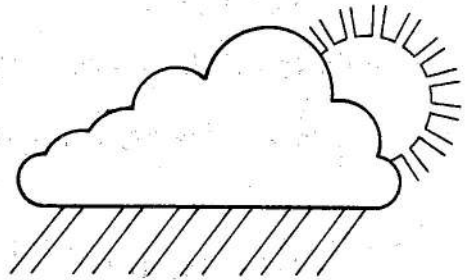
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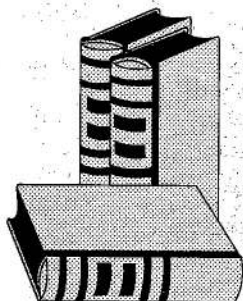
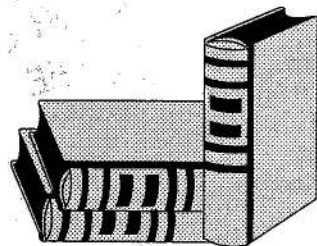
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