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PART 2 DEEL 2 LEGAL NOTICES
WETLIKE
KENNISGEWINGS

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



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

Case No. 2555/00

IN THE HIGH COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and MZUKISI LESLEY BUCWA, First Defendant, and NOSIPHO SIGNORIA BUCWA, Second Defendant

In execution of a judgment of the above Honourable Court dated 31st January 2001 the following property will be sold to the highest bidder at the Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth, on Friday, 20th April 2001 at 15H00:

Erf 18, Amsterdamhoek, in the Nelson Mandela Metropolitan Municipality, Division of Uitenhage, measuring 937 square metres, situated at 66 Hillcrest Drive, Bluewater Bay, Port Elizabeth.

Whilst nothing is guaranteed, it is understood that the property is a dwelling comprising an entrance hall, lounge, dining-room, kitchen, scullery, three bedrooms, two bathrooms, a shower and two toilets, with outbuildings being servant's quarters, laundry, pool room, toilet and swimming-pool.

The conditions of sale may be inspected at the office of the Sheriff, 3rd Floor, 15 Rink Street, Port Elizabeth.

Dated at Port Elizabeth on this 16th day of March 2001.

Selwyn Solomon & Company, Plaintiff's Attorneys, 582 Govan Mbeki Avenue, Port Elizabeth.

Case No. 1041/2001

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between PHYLILIS MARY SAKER, Plaintiff, and DERICK CARL GROEP, 1st Defendant, and CORRIES SHIRLENE CHARMAINE GROEP, 2nd Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court, granted 22/2/01 and subsequent warrant of execution dated 1/3/01, the following immovable property will be sold in execution at 09:00 on 26 April 2001 at Magistrate's Court, East London, namely:

Erf 48411, East London, E.L.T.L.C., Division of East London, Province of the Eastern Cape, situated 12 Donken Road, Egoli Township, East London.

And take notice further that the conditions of sale will lie for inspection at the offices of the Sheriff of the Magistrate's Court, East London, and contain *inter alia*, the following provisions:

- 20% of the purchase price on date of sale.
- 2. Balance of the purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
- 3. Possession subject to any lease agreement.
- 4. Reserve price to be read out at the sale.

Signed at East London on this the 20th day of March 2001.

Mark A Yazbek, for Yazbeks, Attorneys for Plaintiff, 1st Floor, Sterling House, Gladstone Street, East London; P.O. Box 577, East London, 5200. [Tel. (043) 722-3067.] (Ref. Mr M A Yazbek/C Bowman.)

Case No. 1310/00

IN THE HIGH COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between BOE BANK LIMITED, Registration number 51/00847/06, the successor in title to NBS BANK LIMITED, Plaintiff, and SAREL PETRUS DU PLESSIS KRUGER, First Defendant, and LINDA ANNETTE KRUGER, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 15 September 2000 and an attachment in execution dated 14 November 2000 the following property will be sold in front of the main entrance at the Magistrate's Court, Uitenhage, by public auction on Thursday, 19 April 2001 at 11h00:

The remainder of Erf 1777, Despatch, in Fourway Waters Town, in the Municipality of Despatch, Division of Uitenhage, measuring 1 190 (one thousand one hundred and ninety) square metres, situated at 83 Main Road, Despatch.

While nothing is guaranteed, it is understood that the main building consists of a single storey, detached brick under zink roof private dwelling with lounge, TV-room, kitchen, 3 bedrooms, bathroom, garage with fenced in yard.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, 48 Magennis Street, Uitenhage or at Plaintiff's attorneys.

Further details can be obtained from the offices of the Plaintiff at 173 Cape Road, Greenacres, Port Elizabeth. Telephone (041) 396-9255.

Terms: 10% deposit and Sheriff's charges of 5% of the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000,00 and thereafter 3% up to a maximum fee of R7 000,00, subject to a minimum of R300,00 on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days from the date of the sale.

Dated at Port Elizabeth on this 8th day of February 2001.

Mr G Lotz, for Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. (Ref. Mr G Lotz/bg/45833.)

Case No. 392/01

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MTUTUZELI PHILLIP BANA, First Defendant, and NTOMBOMZI MIRRIAM BANA, Second Defendant

In pursuance of a judgment of the above Honourable Court and warrant of execution dated the 15th February 2001 the undermentioned property will be sold in execution by the Sheriff of the Court on Thursday, the 19th April 2001 at 11H00, in front of the Uitenhage Magistrate's Court, Durban Street, Uitenhage to the highest bidder:

Erf 21029, KwaNobuhle, Uitenhage, in the Municipality of Uitenhage and Division of Uitenhage, in extent 288 square metres (two hundred and eighty eight square metres), held by Deed of Transfer T6373/1996, situated at 50 Nhanhanha Street, KwaNobuhle, Uitenhage.

Improvements: Lounge, dining-room, bedroom, kitchen, bathroom with w.c. (though nothing in this regard is guaranteed). Zone: Residential.

Terms and conditions:

The sale shall be subject to payment of 10% of the purchase price on the date of sale and if the Sheriff acts as auctioneer commission of 5% on the first R30 000,00 of the proceeds of the sale and 3% on the balance thereof, subject to a maximum commission of R7 000,00 in total and a minimum of R300,00 shall be paid by the purchaser to the Sheriff on the date of sale, the balance against transfer to be secured by a bank of building society or other acceptable guarantee to the furnished to the Sheriff of the Court within fourteen (14) days from date of sale.

Conditions of sale: The full conditions of sale may be inspected at the office of the Sheriff of the Court at c/o 48 Magenis Street, Uitenhage.

Dated at Uitenhage on this the 14th day of March 2001.

G P Van Rhyn Minnaar & Co Inc., Rhymin Building, Republic Square, Uitenhage. (Ref. CTAM/ivv/S09887.)

Case No. 616/2000

IN THE HIGH COURT OF SOUTH AFRICA (Eastern Cape Division)

In the matter between ABSA BANK BEPERK, Plaintiff, and HENRY DAVID HUYGEN, First Defendant, and MARY GERTRUDE HUYGEN, Second Defendant, and JACOMINA MAGRIETHA ALETTA CILLIERS, Third Defendant

In pursuance of the judgment in the High Court of South Africa (Eastern Cape Division) in the above-mentioned matter and warrants of execution dated the 27th September 2000 a sale of property listed hereunder without reserve and for cash to the highest bidder will be held at the Magistrate's Court on 25th April 2001 at 10h00:

Erf 591, Grahamstown, in the Grahamstown Transitional Local Council Division of Albany, Eastern Cape Province, in extent 1 239 square metres, held by Title Deed T119140/97, located at 17 Fitzroy Street, Grahamstown, a house consisting of: 3 Bedrooms, 2 ½ bathrooms, lounge/dining-room, kitchen and a single garage. The house has a corrugated iron roof.

Dated at Grahamstown on this 23rd day of March 2001.

To: The Sheriff, Grahamstown.

Wheeldon Rushmere & Cole, Attorneys for Plaintiff, 119 High Street, Grahamstown. (Ref. Mr Brody/Rowena/Z03559.)

Saak No. 379/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KIRKWOOD GEHOU TE KIRKWOOD

In die saak tussen ABSA BANK BEPERK (mnre), Eiser, en ESME ELLENDRA HAVENGA (mev) (ID No. 5805050086088), 1ste Verweerder, en JOHANNES LAFRAS HAVENGA (mnr) (ID No. 5503315137008), 2de Verweerder

Kragtens 'n vonnis in die Landdroshof van Kirkwood gedateer 20 Julie 2000 sal die Balju vir die Landdroshof voor die ingang van die Landdroskantore, Kirkwood om 10H00 op Donderdag, 19 April 2001 verkoop:

Erf 190, Kirkwood, in die gebied van die Kirkwood Oorgangsraad, Afdeling van Kirkwood, Provinsie Oos Kaap, ook bekend as Isabelstraat 2, Kirkwood, 6120, groot 1 594 (een duisend vyf honderd vier en negentig) vierkante meter,

Meer volledig beskryf in Transportakte No. T13138/1992.

In terme van die Kirkwood Munisipale hersonering skema, die eiendom is gehersoneer vir residensiële doeleindes.

Voorwaardes:

- 1. Verkoping sonder voorbehoud en "voetstoots".
- 2. Koopsom betaalbaar kontant of behoorlike waarborg.
- 3. Besitname volgens onderlinge reëlings.
- 4. Die volledige voorwaardes is ter insae by die kantore van die Balju vir die Landdroshof, Kirkwood.

Gedateer te Kirkwood op hierdie 16de dag van Maart 2001.

Conradie Campher & Kemp Ing., Prokureurs vir Eiser, Hoofstraat 17; Posbus 355, Kirkwood, 6120. (Ons Verw. P Kemp/CD/I.1059.)

Saak No. 619/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KIRKWOOD GEHOU TE KIRKWOOD

In die saak tussen ABSA BANK BEPERK (mnre), Eiser, en LAWRENCE JOHANNES BOTHA (mnr) (ID No. 6402215089089), Verweerder

Kragtens 'n vonnis in die Landdroshof van Kirkwood gedateer 11 Januarie 2001 sal die Balju vir die Landdroshof voor die ingang van die Landdroskantore, Kirkwood om 10H00 op Donderdag, 19 April 2001 verkoop:

Erf 748, Kirkwood, in die gebied van die Kirkwood Oorgangsraad, Afdeling van Uitenhage, Provinsie Oos Kaap, ook bekend as Miniolastraat 7, Kirkwood, 6120, groot 1 200 (een duisend tweehonderd) vierkante meter,

Meer volledig beskryf in Transportakte No. T1962/98.

In terme van die Kirkwood Munisipale hersonering skema, die eiendom is gehersoneer vir residensiële doeleindes.

Voorwaardes:

- 1. Verkoping sonder voorbehoud en "voetstoots".
- Koopsom betaalbaar kontant of behoorlike waarborg.
- Besitname volgens onderlinge reëlings.
- 4. Die volledige voorwaardes is ter insae by die kantore van die Balju vir die Landdroshof, Kirkwood.

Gedateer te Kirkwood op hierdie 16de dag van Maart 2001.

Conradie Campher & Kemp Ing., Prokureurs vir Eiser, Hoofstraat 17; Posbus 355, Kirkwood, 6120. (Ons Verw. P Kemp/CD/I.206.)

Saak No. 90636/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PORT ELIZABETH GEHOU TE TODD KAMERS, TODDSTRAAT, NOORDEINDE, PORT ELIZABETH

In die saak tussen PROASH CREDIT CORPORATION (PTY) LTD, Vonnisskuldeiser, en DAVID SWANEPOEL, Vonnisskuldenaar

In ooreenstemming met die vonnis in die Landdroshof van Port Elizabeth en 'n lasbrief vir eksekusie gedateer 25 Januarie 2001, sal die volgende onroerende eiendom in eksekusie verkoop word op 20 April 2001, voor die ingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, om 14h15, aan die hoogste bieër vir kontant, naamlik:

Erf 12792, Bethelsdorp, Munisipaliteit en Afdeling Port Elizabeth, Provinsie van Oos-Kaap, groot 160 (een honderd en sestig) vierkante meter, gehou kragtens Transportakte T25490/1998.

Wesenlike verkoopvoorwaardes:

- 1. Die eiendom sal voetstoots verkoop word, sonder reserwe en aan die hoogste bieër en sal onderworpe wees aan die verkoopvoorwaardes in terme van die Wet op Landdroshowe en die Reëls ingevolge daarvan en van die titelakte, waar van toepassing.
- 2. Tien persent (10%) van die koopprys sal op ondertekening van die verkoopvoorwaardes betaalbaar wees en die balans plus 15,5% (vyftien en 'n half persent) rente daarop, teen transport en binne 14 (veertien) dae deur 'n bank- of ander aanvaarbare waarborg, verseker te word.

Die volledige verkoopvoorwaardes kan by die kantore van die Balju van die Landdroshof, Port Elizabeth Wes, geïnspekteer word.

Rinus Horn Prokureurs, Cuylerstraat 6, Sentraal, Port Elizabeth; Posbus 730, Port Elizabeth, 6000. [Tel. (041) 586-0096.] [Faks (041) 586-0154.]

Case No. 7128/2000

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

In the matter between FBC FIDELITY BANK LIMITED, Plaintiff, and MHLELI SKENJANA, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 19 September 2000 the following property will be sold on Wednesday, 18th April 2001 at 10:00, or so soon as the matter be called or so soon as the matter may be called at the main entrance of the Magistrate's Court, Zwelitsha, to the highest bidder:

Certain piece of land being Ownership Unit No. 1761, situated in Neighbourhood Unit No. 7, Block Eight, Township of Zwelitsha, District of Zwelitsha, and represented and described on General Plan BD 16-7/8/1761, measuring 549 square metres.

The following information is supplied but not guaranteed: House consisting of three bedrooms, lounge, kitchen and bathroom.

Conditions of sale:

- 1. The purchase price shall be paid as follows:
- (a) Where the purchase price is to be paid in cash—a 10% cash deposit plus the messenger's commission are to be paid to the messenger of the Court before the sale is concluded.
- (b) the balance against transfer of the property into the purchaser's name to be secured by a satisfactory bank, building society or other approved guarantee to be furnished to attorneys Squire Smith & Laurie Inc. on the day of the sale and prior to the signature hereof.
 - 2. The property is sold voetstoots in terms of the Magistrate's Court Act and subject to the provisions of the title deeds.
- 3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town this 14th day of March 2001.

Squire Smith & Laurie Inc., Plaintiff's Attorneys, 44 Taylor Street, King William's Town.

Case No. 8085/2000

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

In the matter between FBC FIDELITY BANK LIMITED, Plaintiff, and JOLA HUGHES DIKO, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 19 September 2000 the following property will be sold on Wednesday, 18th April 2001 at 10:00, or so soon as the matter be called at the main entrance of the Magistrate's Court, Zwelitsha, to the highest bidder:

Certain piece of land being Ownership Unit No. 309, situated in Unit 3, Township of Zwelitsha, District of Zwelitsha, and represented and described on General Plan B.A. 3/1957, measuring 558 square metres.

The following information is supplied but not guaranteed: House consisting of three bedrooms, lounge, kitchen and bathroom.

Conditions of sale:

- 1. The purchase price shall be paid as follows:
- (a) Where the purchase price is to be paid in cash—a 10% cash deposit plus the messenger's commission are to be paid to the messenger of the Court before the sale is concluded.

- (b) the balance against transfer of the property into the purchaser's name to be secured by a satisfactory bank, building society or other approved guarantee to be furnished to attorneys Squire Smith & Laurie Inc. on the day of the sale and prior to the signature hereof.
 - 2. The property is sold voetstoots in terms of the Magistrate's Court Act and subject to the provisions of the title deeds.
- 3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town this 14th day of March 2001.

Squire Smith & Laurie Inc., Plaintiff's Attorneys, 44 Taylor Street, King William's Town.

Case No. 36768/99

IN THE MAGISTRATE'S COURT DISTRICT OF PORT ELIZABETH

NEDCOR BANK LIMITED versus GEORGE THOMAS ROSE and VALERIE RHONA ROSE

In pursuance of a judgment dated 13th October 1999 and an attachment on the 1st February 2001, the following immovable property will be sold in front of the Magistrate's Court, Govan Mbeki Avenue, Port Elizabeth, by public auction on Friday, 20th April 2001 at 14:15

Erf 4514, Korsten, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape, in extent 194 square metres, situated a 267 Lawler Street, Schauderville, Port Elizabeth.

While nothing is guaranteed, it it understood that on the property is a semi-detached dwelling under iron roof consisting of 2 bedrooms, bathroom, kitchen and lounge.

The Conditions of Sale may be inspected at the Office of the Sheriff, Magistrate's Court - West, 38 North Street, Port Flizabeth.

Terms: 10% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 21 days of sale. Sheriff's charges (5% on the first R30 000 and thereafter 3% to a maximum of R7 000 with a minimum of R300 plus V.A.T.) are also payable on date of sale.

Dated 13th March 2001.

Pagdens ● Stultings, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Central Port Elizabeth; (P O Box 132, P.E., 6000). (Tel. 502-7200.) (Ref. Mrs D Steyn/N0196/571.)

Case No. 46289/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH

In the matter between OVERHEAD (PTY) LTD, Plaintiff, and JACOBUS WITBOOI, First Defendant, and SARAH WITBOOI, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 20 November 2000 and an attachment dated 8 December 2000, the following property will be sold at the front entrance of the New Law Courts, North End, Port Elizabeth, by public auction on Friday, 20 April 2001 at 14:15:

Erf 4244, Gelvandale, Municipality and Division of Port Elizabeth, Eastern Cape Division, in extent 179 square metres, situated at 15A Jooste Street, Gelvandale, Port Elizabeth, held by Deed of Transfer T68368/1994.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof comprising a lounge, kitchen, two bedrooms and bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The Conditions of Sale will be read prior to the sale and may be inspected at the Office of the Sheriff West, 38 North Street, North End, Port Elizabeth or at Plaintiff's attorneys.

Further details can be obtained from the offices of the Plaintiff's Attorneys at 4 Cape Road, Port Elizabeth, telephone (041) 582-1416.

Terms: 10% deposit and Sheriff's charges of 5% of the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% on the balance up to a maximum fee of R7 000 subject to a minimum of R300 on the date of sale, the balance against transfer to be secured by a bank or bank guarantee, to be approved of by Plaintiff's Attorneys, to be furnished to the Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this the 12th day of March 2001.

Smith Tabata Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. [Tel. (041) 582-1416.] (Ref. Mr Bhoola/C Fourie/Z33787.)

Saak No. 1723/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN CRADOCK GEHOU TE CRADOCK

In die saak tussen ABSA BANK BEPERK, Eiser, en MNR R N SWARTS, Verweerder

Ingevolge 'n bevel gegee deur die Landdroshof te Cradock gedateer 21 November 2000 en 'n lasbrief vir eksekusie uitgevoer op 4 Desember 2000 sal die ondergemelde vaste eiendom bekend as:

Erf 1982, Cradock, in die Plaaslike Oorgangsraad Cradock, Afdeling Cradock, Oos-Kaap Provinsie, groot 496 (vier nege ses) vierkante meter, gehou kragtens Transportakte T54926/94.

Ook bekend as: Tulbachstraat 30, Cradock in eksekusie verkoop word aan die hoogste bieër vir kontant op 20 April 2001 om 10h00 voor die Landdroshof, Adderleystraat, Cradock.

Dit word gerapporteer dat 'n voltooide woonhuis op die eiendom opgerig is, maar geen waarborge word in die verband gegee nie.

Die Voorwaardes van Verkoop sal onmiddellik voor die verkoping uitgelees word, wat intussen by die kantoor van die Balju van die Landdroshof, Cradock, en by die kantore van Coetzee Engelbrecht Venter, Adderleystraat 68, Cradock, nagegaan mag word.

Die wesenlike terme en voorwaardes van verkoping is as volg:

Die koper sal 10% van die koopprys onmiddellik na die verkoping betaal en die balans teen registrasie van die oordrag.

Gedateer te Cradock op hierdie 9de dag van Maart 2001.

Coetzee Engelbrecht Venter, Prokureurs vir Eiser, Adderleystraat 68, Posbus 53, Cradock, 5880.

Case No. 2983/99

IN THE HIGH COURT OF SOUTH AFRICA

In the matter between FIRSTRAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SA LTD), Plaintiff, and MZWANDILE FRANCIS NTSANGANI, First Defendant, and PUMLA IRIS NTSANGANI, Second Defendant

In pursuance of a judgment of the above Honourable Court granted on 28 January 2000 and a Writ of attachment dated 7 February 2000, the following property will be sold in execution, by Public Auction, without reserve, to the highest bidder on Friday, 20 April 2001 at 15h00 in the Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth.

All right, title and interest in the Leasehold in Erf 811 Kwadwesi, in the Nelson Mandela Metropolitan Municipality, Division of Port Elizabeth, Province of the Eastern Cape, in extent 288 square metres, and situated at 22 Mkhoba Street, Kwadwesi, Port Elizabeth, held under Deed of Transfer No. TL1195/96.

The Conditions of Sale will be read prior to the sale and may be inspected at the office of the Acting Sheriff South Eastern Cape Local Division of the High Court, Third Floor, 15 Rink Street, Central, Port Elizabeth.

Further details can be obtained from the offices of the Plaintiff's attorneys at 15 Rink Street, Central, Port Elizabeth, telephone (041) 582-1705.

Terms: Deposit of 10% and Acting Sheriff's charges at 5% on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% up to a maximum of R7 000 subject to a minimum of R300 plus VAT on Acting Sheriff's charges on the date of sale, the balance against the transfer to be secured by a bank guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Acting Sheriff within 21 days from the date of the sale.

The following improvements on the property are reported, but in this regard nothing is guaranteed: Single storey dwelling under tile, with lounge, dining-room, kitchen, 3 bedrooms, bathroom and water closet.

Dated at Port Elizabeth this 12th day of March 2001.

Spilkins, Plaintiff's Attorneys, 15 Rink Street, Central Port Elizabeth. (Ref. JC Rubin/jlt.)

Case No. 48/01

IN THE HIGH COURT OF SOUTH AFRICA (South-Eastern Cape Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JACOBUS DE BEER N.O., Defendant

In pursuance of a judgment of the above Honourable Court, dated 12 February 2001 and Attachment in Execution dated 27 February 2001, the following property will be sold at 37 Church Street, Humansdorp, by public auction on Friday, 20 April 2001 at 11:00:

Erf 1527, Jeffreys Bay, measuring 720 square metres, situated at 74 Wonderboom Street, Jeffreys Bay.

While nothing is guaranteed, it is understood that the main building consists of living-room, three bedrooms, bathroom, kitchen and double garage.

The Conditions of Sale will be read prior to the sale and may be inspected at the Office of the Sheriff, 37 Church Street, Humansdorp or at Plaintiff's attorneys.

Further details can be obtained from the offices of the Plaintiff's attorneys at St George's House, 104 Park Drive, Port Elizabeth. Telephone: 041 501-5500.

Terms: 10% deposit and Sheriff's charges at 5% on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% of the balance, up to a maximum fee of R7 000, subject to a minimum of R300 on the date of sale, the balance against transfer to be secured by a bank guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days from the date of the sale.

Dated at Port Elizabeth on 12 March 2001.

Rohan Greyvenstein, for Greyvensteins Nortier, St George's House, 104 Park Drive, Port Elizabeth. (Ref. H le Roux/sh/z15113.)

Saak No. 155025/98

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAD, NOORDEINDE, PORT ELIZABETH

In die saak tussen PROASH CREDIT CORPORATION (PTY) LTD, Vonnisskuldeiser, en ANDERSON BEKEER, Vonnisskuldenaar

In ooreenstemming met die Vonnis in die Landdroshof van Port Elizabeth en 'n Lasbrief vir Eksekusie gedateer 12 Oktober 2001, sal die volgende onroerende eiendom in eksekusie verkoop word op 20 April 2001, voor die ingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, om 14h15, aan die hoogste bieër vir kontant, naamlik:

Erf 4000, Bloemendal, Munisipaliteit en Afdeling Port Elizabeth, Provinsie van Oos-Kaap, groot 204 (tweehonderd-en-vier) vierkante meter, gehou kragtens Transportakte No. T742/1999.

Wesenlike verkoopsvoorwaardes:

- 1. Die eiendom sal voetstoots verkoop word, sonder reserwe en aan die hoogste bieër en sal onderworpe wees aan die Verkoopsvoorwaardes in terme van die Wet op Landdroshowe en die Reëls ingevolge daarvan en van die Titelakte, waar van toepassing.
- 2. Tien persent (10%) van die koopprys sal op ondertekening van die Verkoopsvoorwaardes betaalbaar wees en die balans plus 15,5% (vyftien en 'n half persent) rente daarop, teen transport en binne 14 (veertien) dae deur 'n bank- of ander aanvaarbare waarborg, verseker te word.

Die volledige Verkoopsvoorwaardes kan by die kantore van die Balju van die Landdros, Port Elizabeth-Wes, geïnspekteer word.

Rinus Horn Prokureurs, Cuylerstraat 6, Sentraal, Port Elizabeth; Posbus 730, Port Elizabeth, 6000. [Tel. (041) 586-0096.] [Faks (041) 586-0154.]

Case No. 505/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transkei Division)

In the matter between FIRST NATIONAL BANK, Plaintiff, and IAN BULFORD, Defendant

In pursuance of a judgment granted by the above Honourable Court and Warrant of Execution dated 18 December 2000, the following property described hereunder will be sold in execution to the highest bidder on 24 April 2001 at 10h00, at Komga Magistrate's Office, namely:

Erf No. 114, Morgan Bay Township Extension No. 13, Amatola Coastal Local Area, Division of King William's Town, Province of the Eastern Cape, measuring nine hundred and eighty-seven (987) square metres.

Dated at Butterworth on this 13th day of March 2001.

To: The Messenger of Court, King William's Town.

N. C. Dambuza and Associates, c/o Tinto and Associates, 511 Development House, York Road, Umtata. (Ref. NG/pme/ I1937/Z01388.)

Case No. 259/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transkei Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED (Reg. No. 62/00738/06), Judgment Creditor, and ZOLEKA ELIZABETH MADIKAZI, Judgment Debtor

In pursuance of a judgment in the High Court of South Africa and Writ of Execution the goods listed hereunder will be sold in execution on Wednesday, 2 May 2001 at 12:00, at 18 Blakeway Road, Umtata, to the highest bidder.

Certain piece of land being Erf No. 6943, Umtata, situated in the Municipality and District of Umtata, commonly known as 35 Lehana Place, Southridge Park, Umtata, measuring approximately 1 144 square metres and consisting of 3 bedrooms with en-suite, lounge and dining room, kitchen with built in cupboards, bathroom, outbuildings and garage. (but nothing is guaranteed).

The conditions of sale may be inspected at the offices of the Deputy Sheriff, Umtata.

NB: The sale is for cash or a bank-guaranteed cheque only.

Dated at Umtata on this 26th day of March 2001.

John C. Blakeway & Leppan Inc., Execution Creditor's Attorneys, 18 Blakeway Road, Umtata, 5100. (Ref. DCB/merle/SS515.)

Case No. 910/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transkei Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED (Reg. No. 62/00738/06), Judgment Creditor, and SIYABULELE HEYTHONWAIT TANDWA, Judgment Debtor

In pursuance of a judgment in the High Court of South Africa and Writ of Execution the goods listed hereunder will be sold in execution on Wednesday, 2 May 2001 at 12:00, at 18 Blakeway Road, Umtata, to the highest bidder:

Certain piece of land being Erf No. 7662, Umtata, Umtata Township, Extension No. 23, and commonly known as 2 Makaula Avenue, Umtata, measuring approximately 545 square metres and consisting of 2 bedrooms, lounge, kitchen, bathroom and toilet (but nothing is guaranteed).

The conditions of sale may be inspected at the offices of the Deputy Sheriff, Umtata.

NB: The sale is for cash or a bank-guaranteed cheque only.

Dated at Umtata on this 29th day of March 2001.

John C. Blakeway & Leppan Inc., Execution Creditor's Attorneys, 18 Blakeway Road, Umtata, 5100. (Ref. DCB/merle/SS863.)

Case No. 475/99

IN THE HIGH COURT OF SOUTH AFRICA

(Transkei Division)

In the matter between TRANSKEI DEVELOPMENT CORPORATION LIMITED, Execution Creditor, and S. W. KWEYAMA, t/a CAR TRADE DEALER, First Execution Debtor, S. W. KWEYAMA, Second Execution Debtor, and L. W. KWEYAMA, Third Execution Debtor

In pursuance of judgment of the above Honourable Court dated 6 May 1999, and Warrant of Execution, the following property will be sold to the highest bidder on Wednesday, 24 April 2001 at 12h00, in front of the Magistrate's Court offices, Butterworth.

Certain: Piece of land being Erf No. 3353, Butterworth, in Butterworth Township Extension No. 12, situated in the Municipality of Butterworth, District of Gcuwa, measuring 275 (seven hundred twenty-five) square metres, commonly known as 2253 Cuba Township.

The following improvements are furnished but not guaranteed: A four room corner ouse with toilet and bathroom.

The conditions of sale may be inspected at the offices of the Sheriff, Butterworth.

Dated at Butterworth on this 19th day of March 2001.

Z. M. Nhlangulela Incorporated, Execution Creditor's Attorneys, No. 6 Fuller Street, Butterworth. (Ref. XGM/nl/T.5.)

Case No. EL51/2001

IN THE HIGH COURT OF SOUTH AFRICA

(East London Circuit Local Division)

In the matter between FIRST RAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and THE TRUSTEES FOR THE TIME BEING OF THE ACADEMY OF LEARNING (KWT), Defendant

A sale in Execution of the undermentioned property is to be held without reserve at 11 King Street, Southernwood, on Friday, 20 April 2001 at 10h00.

Full conditions of sale can be inspected at the Sheriff, East London, at 43 Frame Park, Phillip Frame Road, Chiselhurst, East London, and will be read out prior to the Sale.

No Warranties are given with regard to the description and/or improvements.

Property: Erf 12889, East London, Province of the Eastern Cape, known as 11 King Street, Southernwood East London.

Improvements: Main dwelling: Entrance hall, lounge, dining-room, kitchen, 2 bedrooms, bathroom, toilet, shower, 2 garages and servants' quarters. Second dwelling: Lounge, diningroom, study, kitchen, scullery, 3 bedrooms, bathroom, shower and toilet.

Yazbeks, Attorneys for the Plaintiff, 1st Floor, Sterling House, 24 Gladstone Street, East London. [Tel. (043) 722-3067.] (Ref. G. J. Stirk/IC/F40.)

Case No. 16929/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between BOE BANK LIMITED, Plaintiff, and LIEZEL HUMPEL, Defendant

The following property will be sold in execution on Friday the 20th day of April 2001 at 10h00 to the highest bidder at 4 Rue La Plage, Gonubie, East London:

Erf 4320, Gonubie, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 519 square metres, held by Deed of Transfer No. T14008/1998.

The following improvements are reported but not guaranteed: A single storey dwelling constructed of brick with tile roof, comprising of a lounge, kitchen, 2 bedrooms, bathroom, toilet and paving. No outbuildings.

Conditions:

- A deposit of ten (10) per centum of the purchase price must be paid in cash or by a deposit-taking institution guaranteed cheque at the time of the sale and the balance against registration of transfer.
 - 2. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's office, 4 Lower Oxford Street, East London.

Dated at East London on this 23rd day of March 2001.

M. Moodley, for Gravett Schoeman, Van Rensburg & Moodley Inc., Plaintiff's Attorneys, 29 St Peters Road, Southernwood, East London. (Ref. Mr Moodley/rm/N255.)

Case No. 4173/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between BOE BANK LIMITED, Plaintiff, and MELVIN ROBERT, First Defendant, and BELINDA VALERIE ROBERT, Second Defendant

The following property will be sold in execution on Thursday the 27th day of April 2001 at 09h00 or so soon thereafter as the matter may be called, to the highest bidder at the Magistrate's Court, Lower Buffalo Street, East London:

Erf 23508, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 346 square metres, held by Deed of Transfer No. T5258/92, situated at 13 Everest STreet, Braelyn Hills, East London.

The following improvements are reported but not guaranteed: A single storey dwelling constructed of brick with asbestos roof, consisting of a an entrance hall, lounge, kitchen, 3 bedrooms, bathroom and toilet. Outbuildings consist of a single garage.

Conditions:

- 1. A deposit of ten (10) per centum of the purchase price must be paid in cash or by a deposit-taking institution guaranteed cheque at the time of the sale and the balance against registration of transfer.
 - 2. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's office, 4 Lower Oxford Street, East London.

Dated at East London on this 23rd day of March 2001.

M. Moodley, for Gravett Schoeman, Van Rensburg & Moodley Inc., Plaintiff's Attorneys, 29 St Peters Road, Southernwood, East London. (Ref. Mr Moodley/rm/N147A.)

FREE STATE • VRYSTAAT

Case No. 1496/2000

IN THE HIGH COURT OF SOUTH AFRICA (Orange Free State Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and KARABO ANSWER MOTSAPI (ID No. 6602130323089), Defendant

In execution of a Judgment of the High Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suite, a sale with/without reserve price is to take place at 5 Barnes Street, Bloemfontein, Free State Province on Friday the 20th day of April 2001 at 10h00 of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the office of the Sheriff, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

"Erf 26333 (Extension 8), Mangaung, Bloemfontein, in extent 410 (four hundred and ten) square metres, held under Deed of Transfer TL1766/1991, subject to the conditions therein contained." consiting of lounge/dining-room, kitchen, 3 bedrooms and bathroom.

Terms: Ten percent (10%) of the purchase price and Auctioneer's charges being 5% of the first R30 000,00 or part thereof, 3% on the balance with a maximum of R7 000,00 in cash on the day of the sale, the balance against transfer to be secured by a Bank or Building Society or other acceptable guarantee furnished within fourteen (14) days from date of the sale.

D. A. Honiball, Attorney for Plaintiff, c/o Israel & Sackstein Inc., 26/28 Aliwal Street, Bloemfontein. [Tel. (051) 448-3145/6/7.] (NS118F.)

Saak No. 32370/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen SAAMBOU BANK BEPERK (REG No. 87/05437/06), Eiser, en NOMILE PRETTY SHUPING, 1ste Verweerder, en MATSILISO SAMUEL SHUPING, 2de Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof van Bloemfontein, gehou te Bloemfontein sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind te Balju Bloemfontein Wes, Derdestraat 6A, Bloemfontein om 10:00 op 18 April 2001 naamlik:

Erf 18541, geleë in die stad Bloemfontein (Uitbreiding 124) en distrik Bloemfontein, Provinsie Vrystaat, groot 1 213 (een duisend twee honderd en dertien) vierkante meter, gehou kragtens Transportakte No. T10911/1995, beter bekend as Schickerlingstraat 9, Fichardtpark, Bloemfontein.

Die volgende inligting word verstrek maar in hierdie opsig word niks gewaarborg nie: Verbeterings bestaan uit:

Gesoneer vir woondoeleindes, 3 slaapkamers met hout ingeboude kaste, 2 badkamers met halfmuur teëls, kombuis, eet-/sitkamer, motorhuis, teel spitsdak, beton omheining, plaveisel, diefwering.

Terme: Die Koper sal 10% van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n Bank- of Bougenootskapswaarborg wat binne veertien dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopsvoorwaardes is ter insae by die kantoor van die Balju, Bloemfontein-Wes gedurende kantoorure.

Balju van die Landdroshof vir die Distrik Bloemfontein.

Mnr P. L. Skein, Eiser se Prokureur, p/a Naudes, St Andrewstraat 161, Posbus 153, Bloemfontein.

Case No. 3521/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and PASEKA ERNEST SOMDYALA (ID No. 6604175283087), First Defendant, and MARGERET NOMGQIBELO SOMDYALA (ID NO. 6612240880084), Second Defendant

In execution of a Judgment of the High Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suite, a sale with/without reserve price is to take place at 5 Barnes Street, Bloemfontein, Free State Province on Friday the 20th day of April 2001 at 10h00 of the undermentioned property of the Defendants on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the office of the Sheriff, Bloemfontein East, 5 Barnes Street, Bloemfontein prior to the sale:

"Stand 18357, situated in the Town Mangaung, district Bloemfontein, Province of the Free State, measuring 250 (two hundred and fifty) square metres, held by Certificate of Registered Grant of Leasehold No. TL 6860/1991, subject to the conditions contained therein and subject to a reservation of mineral rights together with any buildings or other improvements thereon." Consisting of lounge/dining-room, kitchen, 2 bedrooms and bathroom/toilet.

Terms: Ten percent (10%) of the purchase price and Auctioneer's charges being 5% of the first R30 000,00 or part thereof, 3% on the balance with a maximum of R7 000,00 in cash on the day of the sale, the balance against transfer to be secured by a Bank or Building Society or other acceptable guarantee furnished within fourteen (14) days from date of the sale.

D. A. Honiball, Attorney for Plaintiff, c/o Israel & Sackstein Inc., 26/28 Aliwal Street, Bloemfontein. [Tel. (051) 448-3145/6/7.] (NS218F.)

Saak No. 972/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HARRISMITH GEHOU TE HARRISMITH

In die saak tussen DIE HARRISMITH PLAASLIKE OORGANGSRAAD, Eiser, en THABO JOHN MONTSE, Verweerder

Geliewe kennis te neem dat ter uitwinning van 'n vonnis van die Landdroshof van Harrismith gedateer 21 Julie 2000 die ondergemelde eiendom in eksekusie verkoop sal word op Vrydag, die 4de dag van Mei 2001 om 09h00 voor die Landdroskantoor, Southeystraat 39, Harrismith. Die verkoping sal onderworpe wees aan die voorwaardes wat deur die vendusie-afslaer gelees sal word tydens die verkoping, welke voorwaardes by die kantoor van die Balju, Mnr. E. F. Moore, Southeystraat, Harrismith voor die verkoping geïnspekteer kan word:

Sekere: 578 Tshiame A, Harrismith, distrik Harrismith, provinsie Vrystaat, groot 588 (vyfhonderd agt en tagtig) vierkante meter, gehou kragtens Titelakte G1945/1989.

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

Woonhuis waarvan die presiese grootte onbekend is met teëldak, siersteen mure, gevestigde tuin, vrugtebome en draadomheining.

Geteken te Harrismith op hede die 15de dag van Maart 2001.

Coetzee-Engelbrecht Ing., Prokureurs vir die Eiser, Heranohof No. 4, Stuartstraat 54, Posbus 729, Harrismith, 9880. (Verw: C Coetzee/cve S190/2000.)

Case No. 3688/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JACOB BONOLO PETLELE (ID No. 6705255986083), Defendant

In execution of a Judgment of the High Court of South Africa (Orange Free State Provincial Division) in the abovementioned suit, a sale with/without reserve price is to take place at 5 Barnes Street, Bloemfontein, Free State Province on Friday the 20th day of April 2001 at 10h00 of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the office of the Sheriff—Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

"Erf 23273, Bloemfontein Uitbreiding 148, distrik Bloemfontein, Provinsie Vrystaat, groot 976 (nege honderd ses en sewentig) vierkante meter, gehou kragtens Akte van Transport No. T205/97, onderhewig aan al sodanige voorwaardes soos vermeld staan of na verwys word in bogemelde Akte en Spesiaal onderhewig aan 'n voorbehoud van Minerale Regte." consisting of lounge/dining-room, kitchen, 2 bedrooms and bathroom/toilet and being 2 Seringa Street, Lourierpark, Bloemfontein.

Terms: Twenty percent (20%) of the purchase price and Auctioneer's charges being 5% of the first R30 000,00 or part thereof, 3% on the balance with a maximum of R7 000,00 in cash on the day of the sale, the balance against transfer to be secured by a Bank or Building Society or other acceptable guarantee furnished within fourteen (14) days from date of the sale.

D. A. Honiball (NS446F), Attorney for Plaintiff, c/o Israel & Sackstein Inc., 26/28 Aliwal Street, Bloemfontein. [Tel. (051) 448-3145/6/7.]

Case No. 4402/1999

IN THE HIGH COURT OF SOUTH AFRICA (Orange Free State Provincial Division)

In the matter between THE AFRICAN BANK LTD, Plaintiff, and MEKODI ELISA CRYCELDA MHOLO, Defendant

Kindly take notice that pursuant to a judgment delivered by the High Court of South Africa (Orange Free State Provincial Division) on the 15th day of June 2000, and a warrant of execution against immovable property dated the 21st day of June 2000, the undermentioned property will be sold by public auction to the highest bidder on Tuesday the 17th day of April 2001, at 10:00 at the Magistrate's Court, Botshabelo, namely:

Site 1099 situate in the Township of Thaba 'Nchu, Unit A, District of Thaba 'Nchu, Province Free State; measuring 632 square metres; held by virtue of Deed of Grant TG 386/95.

The property comprises of a dwelling house and outbuildings. The property is zoned for residential purposes.

- 1. All bids will be accepted and the purchaser shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The balance of the purchase price will bear interest at the rate of 19,25% from date of sale to date of registration.
- 2. The balance of the purchase price payable against transfer, is to be secured by a Bank or Building Society guarantee approved by the execution creditor's attorney and to be furnished within fourteen (14) days after the sale.
- 3. The conditions of sale which will be read prior to the sale, will be available for inspection at the offices of the Plaintiff's attorney and the Sheriff of the High Court, Thaba 'Nchu.

Signed at Bloemfontein this 15th day of February 2001.

P. D. Yazbek, for Lovius-Block, Attorney for Plaintiff, Ground Floor, Standard Bank House, 15A West Burger Street, P O Box 819, Bloemfontein, 9300. [Tel. (051) 430-3874/5/6/7/8, Fax (051) 447-6441.] (PDY/rt/S.363/99.)

Case No: 1005/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between THE AFRICAN BANK LTD, Plaintiff, and SOOTHO ANDRIES MOLETSANE, Identity No: 6406195507085, 1st Defendant, and NKETSI ELISA MOLETSANE, Identity No: 6903280426080, 2nd Defendant

Kindly take notice that pursuant to a judgment delivered by the High Court of South Africa (Orange Free State Provincial Division) on the 24th day of May 2000, and a warrant of execution against immovable property dated the 28th day of May 2000, the undermentioned property will be sold by public auction to the highest bidder on Tuesday, the 17th day of April 2001 at 10:00 at the Magistrate's Court, Botshabelo, namely:

Site No. G943, situate in the Township of Botshabelo, in the District of Thaba'Nchu, Province Free State, measuring 713 square metres, held by virtue of Deed of Grant No 547/90.

The property comprises of a dwelling house and outbuildings. The property is zoned for Residential purposes.

- 1. All bids will be accepted and the purchaser shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The balance of the purchase price will bear interest at the rate of 14,5% from date of sale to date of registration.
- 2. The balance of the purchase price payable against transfer, is to be secured by a bank or building society guarantee approved by the Execution Creditor's attorney and to be furnished within fourteen (14) days after the sale.
- 3. The conditions of sale which will be read prior to the sale, will be available for inspection at the offices of the Plaintiff's attorney and the Sheriff of the High Court, Thaba'Nchu.

Signed at Bloemfontein this 15th day of February 2001.

P D Yazbek, for Lovius-Block, Attorney for Plaintiff, Ground Floor, Standard Bank House, 15A West Burger Street, P O Box 819, Bloemfontein, 9300. [Tel: (051) 430-3874/5/6/7/8.] [Fax: (051) 447-6441.] Deputy Sheriff, Thaba'Nchu.

Case No: 3906/1999

IN THE HIGH COURT OF SOUTH AFRICA (Orange Free State Provincial Division)

In the matter between THE AFRICAN BANK LTD, Plaintiff, and THABO LAWRENCE MATLADI, Defendant

Kindly take notice that pursuant to a judgment delivered by the High Court of South Africa (Orange Free State Provincial Division) on the 11th day of April 2000, and a warrant of execution against immovable property dated the 14th day of April 2000, the undermentioned property will be sold by public auction to the highest bidder on Tuesday, the 17th day of April 2001 at 10:00 at the Magistrate's Court, Botshabelo, namely:

Erf 2577, Selosesha Township, Unit 1, District of Thaba'Nchu, Province Free State, measuring 465 square metres; held under Deed of Grant TG 1245/88.

The property comprises of a dwelling house and outbuildings. The property is zoned for Residential purposes.

- All bids will be accepted and the purchaser shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The balance of the purchase price will bear interest at the rate of 19,25% from date of sale to date of registration.
- The balance of the purchase price payable against transfer, is to be secured by a bank or building society guarantee approved by the Execution Creditor's attorney and to be furnished within fourteen (14) days after the sale.
- 3. The conditions of sale which will be read prior to the sale, will be available for inspection at the offices of the Plaintiff's attorney and the Sheriff of the High Court, Thaba'Nchu.

Signed at Bloemfontein this 15th day of February 2001.

P D Yazbek, for Lovius-Block, Attorney for Plaintiff, Ground Floor, Standard Bank House, 15A West Burger Street, P O Box 819, Bloemfontein, 9300. [Tel: (051) 430-3874/5/6/7/8.] [Fax: (051) 447-6441.] Deputy Sheriff, Thaba'Nchu.

Case No: 4311/99

IN THE HIGH COURT OF SOUTH AFRICA (Orange Free State Provincial Division)

In the matter between THE AFRICAN BANK LTD, Plaintiff, and MPHATLALATSANE OBEN TSHEHLO, Defendant

Kindly take notice that pursuant to a judgment delivered by the High Court of South Africa (Orange Free State Provincial Division) on the 24th day of January 2000, and a warrant of execution against immovable property dated the 31st day of January 2000, the undermentioned property will be sold by public auction to the highest bidder on Tuesday, the 17th day of April 2001 at 10:00 at the Magistrate's Office, Thaba'Nchu, namely:

Site 3218N situate in the Township of Botshabelo, in the District of Thaba'Nchu, Free State Province, measuring 160 square metres, held by virtue of Deed of Grant No 888/1990.

The property comprises of a dwelling house and outbuildings. The property is zoned for Residential purposes.

- 1. All bids will be accepted and the purchaser shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The balance of the purchase price will bear interest at the rate of 20% from date of sale to date of registration.
- The balance of the purchase price payable against transfer, is to be secured by a bank or building society guarantee approved by the Execution Creditor's attorney and to be furnished within fourteen (14) days after the sale.
- 3. The conditions of sale which will be read prior to the sale, will be available for inspection at the offices of the Plaintiff's attorney and the Sheriff of the High Court, Thaba'Nchu.

Signed at Bloemfontein this 16th day of February 2001.

P D Yazbek, for Lovius-Block, Attorney for Plaintiff, Ground Floor, Standard Bank House, 15A West Burger Street, P O Box 819, Bloemfontein, 9300. [Tel: (051) 430-3874/5/6/7/8.] [Fax: (051) 447-6441.] Deputy Sheriff, Thaba'Nchu.

Case No: 104/2000

IN THE HIGH COURT OF SOUTH AFRICA (Orange Free State Provincial Division)

In the matter between THE AFRICAN BANK LTD, Plaintiff, and T J MOKGATHATSANE, 1st Defendant, and E N MOKGATHATSANE, 2nd Defendant

Kindly take notice that pursuant to a judgment delivered by the High Court of South Africa (Orange Free State Provincial Division) on the 20th day of June 2000, and a warrant of execution against immovable property dated the 22nd day of June 2000, the undermentioned property will be sold by public auction to the highest bidder on Tuesday, the 17th day of April 2001 at 10:00 at the Magistrate's Office, Thaba'Nchu, namely:

Site W.1680, situate in the Town Botshabelo, District Botshabelo, Province Free State, measuring 167 square metres, held by virtue of Deed of Grant No 1368/1989.

The property comprises of a dwelling house and outbuildings. The property is zoned for Residential purposes.

- 1. All bids will be accepted and the purchaser shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The balance of the purchase price will bear interest at the rate of 19,5% from date of sale to date of registration.
- The balance of the purchase price payable against transfer, is to be secured by a bank or building society guarantee approved by the Execution Creditor's attorney and to be furnished within fourteen (14) days after the sale.
- 3. The conditions of sale which will be read prior to the sale, will be available for inspection at the offices of the Plaintiff's attorney and the Sheriff of the High Court, Thaba'Nchu.

Signed at Bloemfontein this 20th day of February 2001.

P D Yazbek, for Lovius-Block, Attorney for Plaintiff, Ground Floor, Standard Bank House, 15A West Burger Street, P O Box 819, Bloemfontein, 9300. [Tel: (051) 430-3874/5/6/7/8.] [Fax: (051) 447-6441.] [Ref. PDY/rt/M.28/00.] Deputy Sheriff, Thaba'Nchu.

Saaknommer: 6066/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen: ABSA BANK BEPERK, Eiser, en AN MUISHOND, 1ste Verweerder, en BG MUISHOND, 2de Verweerder

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 27/05/98 en 'n lasbrief vir eksekusie uitgereik teen Verweerder, sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieër op sodanige terme en voorwaardes wat ten tye van die verkoping deur Ellenberger & Kahts voorgelees word, te die perseel geleë te die kantore van Balju-Oos, Barnesstraat 5, Bloemfontein, op Vrydag, 20 April 2001, om 10H00.

Sekere: Erf 400, geleë in die stad en distrik Bloemfontein, provinsie Vrystaat, beter bekend as Paperstraat 98, Heidedal, Bloemfontein, 'n woonhuis bestaande uit 3 slaapkamers, badkamer, sitkamer, kombuis, 3 buitekamers en buitetoilet, groot 402 (vier nul twee) vierkante meter, gehou kragtens Transportakte T2789/94.

Onderworpe: Aan die voorwaardes daarin vervat.

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

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

Geteken te Bloemfontein op hierdie 23ste dag van Februarie 2001.

Balju-Oos, Bloemfontein.

NC Oosthuizen, vir EG Cooper & Seuns Ingelyf, Cooper Huis, St Andrewstraat 157, Bloemfontein. [Tel: (051) 447-3374.]

Case Number: 14765/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and NF BESTER, 1st Execution Debtor, and S BESTER, 2nd Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Welkom, and a warrant of execution dated 7th September 2000, the following property will be sold in execution on 20th April 2001 at 11h00 at the Tulbagh Street Entrance to the Magistrate's Court, Welkom:

Erf No. 3713 (Extension 1), Riebeeckstad, Welkom, situate at and known as 22 Berthold Street, Riebeeckstad, Welkom, zoned for Residential purposes, measuring 833 square metres, held under Deed of Transfer Number: T1659/98.

Improvements: A four bedroom dwelling comprising two bathrooms and five other rooms.

Conditions of sale:

- 1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrates' Courts Act No 32 of 1944, as amended, and the Rules enacted in terms thereof.
 - 2. The purchase price shall be payable as follows:

A deposit of 10% (ten percent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty one) days from the date of sale or secured by an approved bank or building society guarantee.

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

Dated at Welkom on this 13th day of March 2001.

WG Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, 1st Floor, Wessels & Smith Building, 26–28 Heeren Street, Welkom, 9460.

Case No. 20454/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and LE SEKONYELA, 1st Execution Debtor, and NR SEKONYELA, 2nd Execution Debtor

In pursuance of a judgement in the Magistrate's Court, Welkom, and a warrant of execution dated 14th December 2000, the following property will be sold in execution on 20th April 2001 at 11h00 at the Tulbagh Street, entrance to the Magistrate's Court, Welkom:

All the right, title and interest in the leasehold in respect of:

Site No. 11940 Thabong, Welkom, situate at and known as 11940 Thabong, Welkom, zoned for Residential purposes.

Measuring 357 square metres, held under Certificate of Registered Grant of Leasehold No. TL453/88.

Improvements: A three bedroom dwelling comprising bathroom, kitchen, living room and one other room.

Conditions of sale:

- 1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrates' Courts Act No. 32 of 1944, as amended, and the Rules enacted in terms thereof.
- 2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty one) days from the date of sale or secured by an approved Bank or Building Society guarantee.
- The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the Offices of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 13th day of March 2001.

WG Pretorius, for Wessels & Smith, Attorneys for Execution creditor, 1st Floor, Wessels & Smith Building, 26–28 Heeren Street, Welkom, 9460.

Case No. 20146/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and SS RAMONTOEDI, 1st Execution Debtor, and MA RAMONTOEDI, 2nd Execution Debtor

In pursuance of a judgement in the Magistrate's Court, Welkom, and a warrant of execution dated 8th December 2000, the following property will be sold in execution on 20th April 2001 at 11h00 at the Tulbagh Street, entrance to the Magistrate's Court, Welkom:

All the right, title and interest in the leasehold in respect of:

Site No. 22062, Thabong, Welkom, situate at and known as 22062 Thabong, Welkom, zoned for Residential purposes.

Measuring 340 square metres, held under Certificate of Registered Grant of Leasehold No. TL6795/90.

Improvements: A three bedroom dwelling comprising bathroom, kitchen and living room.

Conditions of sale:

- The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrates' Courts Act No. 32 of 1944, as amended, and the Rules enacted in terms thereof.
- 2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty one) days from the date of sale or secured by an approved Bank or Building Society guarantee.
- 3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the Offices of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 13th day of March 2001.

WG Pretorius, for Wessels & Smith, Attorneys for Execution creditor, 1st Floor, Wessels & Smith Building, 26–28 Heeren Street, Welkom, 9460.

Case No. 18177/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and MJ MAKHOBENG, Execution Debtor

In pursuance of a judgement in the Magistrate's Court, Welkom, and a warrant of execution dated 7th November 2000, the following property will be sold in execution on 20th April 2001 at 11h00 at the Tulbagh Street entrance to the Magistrate's Court, Welkom:

All the right, title and interest in the leasehold in respect of:

Site No. 23855, Thabong, Welkom, situate at and known as 23855 Thabong, Welkom, zoned for Residential purposes.

Measuring 240 square metres, held under Certificate of Registered Grant of Leasehold No. TL12177/90.

Improvements: A two bedroom dwelling comprising bathroom, kitchen and living room.

Conditions of sale:

- 1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrates' Courts Act No. 32 of 1944, as amended, and the Rules enacted in terms thereof.
- 2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty one) days from the date of sale or secured by an approved Bank or Building Society guarantee.
- 3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the Offices of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 13th day of March 2001.

WG Pretorius, for Wessels & Smith, Attorneys for Execution creditor, 1st Floor, Wessels & Smith Building, 26-28 Heeren Street, Welkom, 9460.

Case No. 19173/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and SA MAGALE, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Welkom, and a warrant of execution dated 24th November 2000, the following property will be sold in execution on 20th April 2001 at 11h00, at the Tulbagh Street entrance to the Magistrate's Court, Welkom:

All the right, title and interest in the leasehold in respect of:

Site No. 18394, Thabong, Welkom, situate at and known as 18394 Thabong, Welkom, zoned for Residential purposes.

Measuring 229 square metres, held under Certificate of Registered Grant of Leasehold No. TL12579/90.

Improvements: A two bedroom dwelling comprising bathroom, kitchen and living room.

Conditions of sale:

- 1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrates' Courts Act No. 32 of 1944, as amended, and the Rules enacted in terms thereof.
- 2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty one) days from the date of sale or secured by an approved Bank or Building Society guarantee.
- 3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the Offices of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 13th day of March 2001.

WG Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, 1st Floor, Wessels & Smith Building, 26-28 Heeren Street, Welkom, 9460.

Case No. 18727/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and MP KOLOTI, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Welkom, and a warrant of execution dated 15th November 2000, the following property will be sold in execution on 20th April 2001 at 11h00 at the Tulbagh Street, entrance to the Magistrate's Court, Welkom:

All the right, title and interest in the leasehold in respect of:

Site No. 23843 Thabong, Welkom, situate at and known as 23843 Thabong, Welkom, zoned for Residential purposes.

Measuring 245 square metres, held under Certificate of Registered Grant of Leasehold No. TL12864/90.

Improvements: A three bedroom dwelling comprising one bathroom, kitchen and living room.

Conditions of sale:

- The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrates' Courts Act No. 32 of 1944, as amended, and the Rules enacted in terms thereof.
- 2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty one) days from the date of sale or secured by an approved Bank or Building Society guarantee.
- The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the Offices of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 13th day of March 2001.

WG Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, 1st Floor, Wessels & Smith Building, 26–28 Heeren Street, Welkom, 9460.

Case No. 18180/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and T J KUMALO, 1st Execution Debtor, and MG KUMALO, 2nd Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Welkom, and a warrant of execution dated 6th November 2000, the following property will be sold in execution on 20th April 2001 at 11h00 at the Tulbagh Street, entrance to the Magistrate's Court, Welkom:

All the right, title and interest in the leasehold in respect of:

Site No. 18501, Thabong, Welkom, situate at and known as 18501 Thabong, Welkom, zoned for Residential purposes.

Measuring 240 square metres, held under Certificate of Registered Grant of Leasehold No. TL3632/89.

Improvements: A two bedroom dwelling comprising bathroom, kitchen and living room.

Conditions of sale:

- The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrates' Courts Act No. 32 of 1944, as amended, and the Rules enacted in terms thereof.
- 2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty one) days from the date of sale or secured by an approved Bank or Building Society guarantee.
- 3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the Offices of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 13th day of March 2001.

WG Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, 1st Floor, Wessels & Smith Building, 26–28 Heeren Street, Welkom, 9460.

Case No. 18179/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and LP LETHOKO, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Welkom, and a warrant of execution dated 6 November 2000, the following property will be sold in execution on 20th April 2001 at 11h00 at the Tulbagh Street entrance to the Magistrate's Court, Welkom:

All the right, title and interest in the leasehold in respect of:

Site No. 18258 Thabong, Welkom, situate at and known as 18258 Thabong, Welkom, zoned for Residential purposes.

Measuring 249 square metres, held under Certificate of Registered Grant of Leasehold No. TL555/90.

Improvements: A three bedroom dwelling comprising bathroom, kitchen, living room and dining room.

Conditions of sale:

- 1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrates' Courts Act No. 32 of 1944, as amended, and the Rules enacted in terms thereof.
- 2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty one) days from the date of sale or secured by an approved Bank or Building Society guarantee.
- The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the Offices of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 12th day of March 2001.

WG Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, 1st Floor, Wessels & Smith Building, 26–28 Heeren Street, Welkom, 9460.

Case No. 16987/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and EJ FORMARIZ, 1st Execution Debtor, and CEG FORMARIZ, 2nd Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Welkom, and a warrant of execution dated 18th October 2000, the following property will be sold in execution on 20th April 2001 at 11h00 at the Tulbagh Street entrance to the Magistrate's Court, Welkom:

Erf No. 655 (Extension 1), St Helena, Welkom, situate at and known as 25 Eland Street, St Helena, Welkom, zoned for Residential purposes.

Measuring 1 487 square metres, held under Deed of Transfer No. T15928/98.

Improvements: A three bedroom dwelling comprising bathroom, kitchen, living room and one other room.

Conditions of sale:

- 1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrates' Courts Act No. 32 of 1944, as amended, and the Rules enacted in terms thereof.
- 2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty one) days from the date of sale or secured by an approved Bank or Building Society guarantee.
- The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the Offices of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 12th day of March 2001.

WG Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, 1st Floor, Wessels & Smith Building, 26–28 Heeren Street, Welkom, 9460.

Case No. 15539/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and MS MAKHETHA, 1st Execution Debtor, and TE MAKHETHA, 2nd Execution Debtor

In pursuance of a judgement in the Magistrate's Court, Welkom, and a warrant of execution dated 14th September 2000, the following property will be sold in execution on 20th April 2001 at 11h00 at the Tulbagh Street entrance to the Magistrate's Court, Welkom:

Erf No. 2983 (Extension 1), Riebeeckstad, Welkom, situate at and known as 26 Salerno Street, Riebeeckstad, Welkom, zoned for Residential purposes.

Measuring 1 011 square metres, held under Deed of Transfer No. T4834/96.

Improvements: A three bedroom dwelling comprising bathroom, two separate toilets, kitchen, living room, two other rooms, separate toilet with basin, garage and two arports.

Conditions of sale:

- 1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrates' Courts Act No. 32 of 1944, as amended, and the Rules enacted in terms thereof.
- 2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty one) days from the date of sale or secured by an approved Bank or Building Society guarantee.
- 3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the Offices of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 12th day of March 2001.

WG Pretorius, for Wessels & Smith, Attorneys for Execution creditor, 1st Floor, Wessels & Smith Building, 26–28 Heeren Street, Welkom, 9460.

Case No. 13954/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and TJ PITIKOE, 1st Execution Debtor, and MM PITIKOE, 2nd Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Welkom, and a warrant of execution dated 29th August 2000, the following property will be sold in execution on 20th April 2001 at 11h00 at the Tulbagh Street entrance to the Magistrate's Court, Welkom:

Erf No. 1756 (Extension 2), Doorn, Welkom, situate at and known as 185 Koppie Alleen Road, Doorn, Welkom, zoned for Residential purposes.

Measuring 937 square metres, held under Deed of Transfer No. T26476/97.

Improvements: A three bedroom dwelling comprising two bathrooms, kitchen and three living rooms.

Conditions of sale:

- 1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrates' Courts Act No. 32 of 1944, as amended, and the Rules enacted in terms thereof.
- 2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 20% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty one) days from the date of sale or secured by an approved Bank or Building Society guarantee.
- The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the Offices of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 13th day of March 2001.

WG Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, 1st Floor, Wessels & Smith Building, 26–28 Heeren Street, Welkom, 9460.

Case No. 3324/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and NJ PENNY, 1st Execution Debtor, and CE PENNY, 2nd Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Odendaalsrus, and a warrant of execution dated 25th August 2000, the following property will be sold in execution on 20th April 2001 at 10h00 at the entrance to the Magistrate's Court, Odendaalsrus:

Erf No. 105, Odendaalsrus, situate at and known as 71 Van der Heever Street, Odendaalsrus, zoned for Residential purposes.

Measuring 1 487 square metres, held under Deed of Transfer No. T1218/97.

Improvements: A burnt ruin of a four bedroom dwelling comprising two bathrooms, kitchen, living room and three other rooms.

Conditions of sale:

- 1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrates' Courts Act No. 32 of 1944, as amended, and the Rules enacted in terms thereof.
- 2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,25% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty one) days from the date of sale or secured by an approved Bank or Building Society guarantee.
- 3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the Offices of the Sheriff, Odendaalsrus, during office hours.

Dated at Welkom on this 15th day of March 2001.

WG Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, c/o Bertus Viljoen, Chruch Street, Odendaalsrus, 9480.

Case No. 20452/99

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and PCD SWANEPOEL, 1st Execution Debtor, and LB SWANEPOEL, 2nd Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Welkom, and a re-issued warrant of execution dated 6th March 2001, the following property will be sold in execution on 20th April 2001 at 10h00 at 200 Tempest Road, Dagbreek, Welkom:

Erf No. 4461, Dagbreek, Welkom, situate at and known as 200 Tempest Road, Dagbreek, Welkom, zoned for Residential purposes.

Measuring 849 square metres, held under Deed of Transfer No. T21584/97.

Improvements: A three bedroom dwelling comprising bathroom and four other rooms.

Conditions of sale:

- 1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrates' Courts Act No. 32 of 1944, as amended, and the Rules enacted in terms thereof.
- 2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 15,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty one) days from the date of sale or secured by an approved Bank or Building Society guarantee.
- 3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the Offices of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 16th day of March 2001.

WG Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, 1st Floor, Wessels & Smith Building, 26–28 Heeren Street, Welkom, 9460.

Case No. 20089/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and ME HLONGOANE, 1st Execution Debtor, and ME HLONGOANE, 2nd Execution Debtor

In pursuance of a judgement in the Magistrate's Court, Welkom, and a warrant of execution dated 8th December 2000, the following property will be sold in execution on 20th April 2001 at 11h00 at the Tulbagh Street, entrance to the Magistrate's Court, Welkom:

All the right, title and interest in the leasehold in respect of:

Site No. 23813 Thabong, Welkom, situate at and known as 23813 Thabong, Welkom, zoned for Residential purposes.

Measuring 260 square metres, held under Certificate of Registered Grant of Leasehold No. TL12406/90.

Improvements: A two bedroom dwelling comprising one bathroom, kitchen and living room.

Conditions of sale:

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

- 2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty one) days from the date of sale or secured by an approved Bank or Building Society guarantee.
- The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the Offices of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 12th day of March 2001.

WG Pretorius, for Wessels & Smith, Attorneys for Execution creditor, 1st Floor, Wessels & Smith Building, 26–28 Heeren Street, Welkom, 9460.

Case No. 17949/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and JV JOHNIE, 1st Execution Debtor, and MME JOHNIE, 2nd Execution Debtor

In pursuance of a judgement in the Magistrate's Court, Welkom, and a warrant of execution dated 6th November 2000, the following property will be sold in execution on 20th April 2001 at 11h00 at the Tulbagh Street, entrance to the Magistrate's Court, Welkom:

All the right, title and interest in the leasehold in respect of:

Site No. 5526 Thabong, Welkom, situate at and known as 5526 Thabong, Welkom, zoned for Residential purposes.

Measuring 317 square metres, held under Certificate of Registered Grant of Leasehold No. TL3876/89.

Improvements: A three bedroom dweling comprising bathroom, kitchen, living room and dining-room.

Conditions of sale:

- 1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrates' Courts Act No. 32 of 1944, as amended, and the Rules enacted in terms thereof.
- 2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty one) days from the date of sale or secured by an approved Bank or Building Society guarantee.
- 3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the Offices of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 12th day of March 2001.

WG Pretorius, for Wessels & Smith, Attorneys for Execution creditor, 1st Floor, Wessels & Smith Building, 26–28 Heeren Street, Welkom, 9460.

Case No. 18176/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and MS RALIPOANE, 1st Execution Debtor, and TM RALIOPANE, 2nd Execution Debtor

In pursuance of a judgement in the Magistrate's Court, Welkom, and a warrant of execution dated 6th November 2000, the following property will be sold in execution on 20th April 2001 at 11h00 at the Tulbagh Street, entrance to the Magistrate's Court, Welkom:

All the right, title and interest in the leasehold in respect of:

Site No. 12708 Thabong, Welkom, situate at and known as 12708 Thabong, Welkom, zoned for Residential purposes.

Measuring 287 square metres, held under Certificate of Registered Grant of Leasehold No. TL121/88.

Improvements: A two bedroom dwelling comprising bathroom and two other rooms.

Conditions of sale:

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

- 2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty one) days from the date of sale or secured by an approved Bank or Building Society guarantee.
- The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the Offices of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 12th day of March 2001.

WG Pretorius, for Wessels & Smith, Attorneys for Execution creditor, 1st Floor, Wessels & Smith Building, 26–28 Heeren Street, Welkom, 9460.

Saak No. 6180/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen WALKIN CASH LOANS, Eiser, en MOIPOLAI ELIZABETH THIPE, Verweerder

Ingevolge vonnis toegestaan op 19 Oktober 1998 in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie beteken op 20 Oktober 2000, sal die onderstaande goedere verkoop word aan die hoogste bieër te Baljukantore, Murraystraat 7, Kroonstad, op 3 Mei 2001 om 10h00 in die voormôre, tensy die vonnisskuld voor die tyd betaal is:

Erf 11830, Maokeng Ext 4, Distrik Kroonstad, geleë te 11830, Maphefela, Kroonstad, groot 250 vierkante meter.

Verbeterings: Woonhuis, bestaande uit baksteenmure met sinkdak, 2 slaapkamers, toilet, sitkamer en kombuis.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Murraystraat 7, Kroonstad.

Geteken te Kroonstad op hierdie 28 dag van Februarie 2001.

R Day, vir Du Plessis Le Roux Ing., Prokureur vir Eskekusieskuldeiser, Crossstraat 136 (Posbus 1136), Kroonstad.

Saak No. 3247/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen FREE STATE DEVELOPMENT CORPORATION, Eiser, en MOHLOUWA SIMON MOSUPA N.O., Eerste Verweerder, RAMOTOSOKOANE JERRY MOSUPA N.O., Tweede Verweerder, MOHLOUWA SIMON MOSUPA, Derde Verweerder, RAMOTOSOKOANE JERRY MOSUPA N.O., Vierde Verweerder, MOHLOUWA SIMON MOSUPA N.O., Vyfde Verweerder, en RAMOTOSOKOANE JERRY MOSUPA N.O., Sesde Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 14 November 2000 en lasbrief tot eksekusie, sal die volgende onroerende eiendom in eksekusie verkoop word op Vrydag, 20 April 2001 om 11:00, te die Landdroshof, Tulbachstraat Ingang, Welkom, deur die Balju, Welkom:

Verweerder se reg, titel en belang in en tot die eiendom naamlik:

Sekere: Gedeelte 2 van Erf 1243, Bronville (Uitbreiding 5), Distrik Ventersburg, provinsie Vrystaat, groot 2174 vierkante meter, gehou kragtens Transportakte T6369/2000, synde twee winkels, groot 212 vierkante meter, waarvan een winkel 'n badkamer, kantoor en stoor het.

Die volle en volledige verkoopvoorwaardes sal net voor die verkoping deur die Balju uitgelees word en lê ter insae by die kantoor van die Balju, Welkom, of by die Eksekusieskuldeiser se prokureurs en kan tydens kantoorure besigtig word.

Geteken te Bloemfontein hierdie 2de dag van Maart 2001.

L Strating, vir Symington & De Kok, Prokureur vir Eiser, Symington & De Kokgebou, Voortrekkerstraat 169B, Bloemfontein.

Case No. 306/99

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

In the matter between MUNICIPALITY ZASTRON, Plaintiff, and M G NHONHO, Defendant

In pursuance of judgment granted on 24/08/1999, in the Zastron Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 20/04/2001 at 12h00 at Magistrate's Court, Hoofd Street, Zastron, to the highest bidder:

Description: Erf 183, situated in the town Zastron, Province Free State, in extent two thousand one hundred and forty one (2 141) square metres.

Postal address: 18 Papenfus Street, Zastron.

Improvements: Dwelling and Outbuildings.

Description: Erf 185 situated in the town Zastron, Province Free State, in extent two thousand one hundred and forty one (2 141) square metres.

Postal address: 16 Papenfus Street, Zastron.

Improvements: Unimproved.

Held by the Defendant in his name under Deed of Transfer No. T1581/1994.

- 1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
- 2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 3 Bank Street, Aliwal North.

Dated at Zastron this 20 February 2001.

P J V Smith, for Malherbe, Saayman & Smith, Plaintiff's Attorneys, 36 Hoofd Street (P O Box 44), Zastron, 9950. [Tel. (051) 673-1217.] (Ref. T Smith/MS/M0001/114.)

Address of Defendant: 18 Papenfus Street, Zastron, 9950.

Saak No. 581/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BOTSHABELO GEHOU TE THABA NCHU

In die saak tussen ABSA BANK BEPERK, Eiser, en N J MOFUBE, Verweerder

Geliewe kennis te neem dat kragtens lasbrief vir eksekusie teen goed gedateer 16/08/2000, die volgende onroerende eiendom te koop aangebied word om 11:00, op Dinsdag, 17 April 2001 te die Landdroskantore, Botshabelo:

Die verkoping sal geskied aan die hoogste bieër onderworpe aan die verkoopvoorwaardes wat ter insae lê by die kantore van Steyn – Meyer Ingelyf, Jan van Riebeekstraat 68, Posbus 284, Thaba `Nchu, en sal die verkoping ondermeer onderworpe daaraan wees dat 10% (tien) van die koopprys in kontant op datum van die verkoping betaal word en 'n bank/bouvereniging waarborg binne 30 dae (dertig) na verkoping aan die Balju gelewer word deur die koper.

Die eiendom wat te koop aangebied word is erfnommer 2053H Botshabelo, met verbeterings daarop bestaande uit 'n woonhuis.

Aldus gedoen en geteken te Thaba Nchu hierdie 26ste dag van Februarie 2001.

Steyn - Meyer Ingelyf, Prokureurs vir Eiser, Jan Van Riebeeckstraat 68 (Posbus 284), Thaba Nchu.

Die Balju, Thaba Nchu.

Saak No. 25678/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen ABSA BANK BEPERK NR. 86/04794/06, Eiser, en ISAAC SELLO OUPA MALIEHE, Eerste Verweerder, en MADIKELEDI WELHEMINA MALIEHE, Tweede Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik van Vereeniging, sal die eiendom hierna vermeld per openbare veiling verkoop word te Balju Landdroshof, Kamer 19, Trustbankgebou, Sasolburg, op 20 April 2001 om 10h00:

Sekere: Alle reg titel en belang in die Huurpag ten opsigte van Erf 3458, geleë in die dorpsgebied Zamdela, distrik Parys, groot 258 vierkante meter.

Verbeterings: Woonhuis en buitegeboue.

Terme: Een tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 14,5% per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju Landdroshof, Sasolburg, binne veertien (14) dae vanaf datum van verkoping. Die verkoping is onderhewig aan Artikel 66 van Wet op Landdroshowe, Nr. 72 van 1944, soos gewysig.

Voorwaardes: Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die Balju Landdroshof, Vereeniging. Geteken te Vereeniging op 01/03/2001.

D Hoffman (Verw), vir D J Malan & Hoffman, Lesliestraat 14, Vereeniging.

Saak No. 889/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen PIETER SOURU, Eiser, en P RAPHUTING, Verweerder

Ingevolge vonnis toegestaan op 6 Oktober 1994, in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie beteken op 24 Oktober 2000, sal die onderstaande goedere verkoop word aan die hoogste bieër te Baljukantoor, Murraystraat 7, Kroonstad, op 3 Mei 2001 om 10h00 in die voormôre, tensy die vonnisskuld voor die tyd betaal is:

Erf 4069, Maokeng, Kroonstad, geleë te 4069 Constantia, Kroonstad, groot 262 vierkante meter.

Verbeterings: Woonhuis, bestaande uit baksteen gebou met sinkdak, kombuis, sitkamer, 2 slaapkamers en toilet.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Murraystraat 7, Kroonstad.

Geteken te Kroonstad op hierdie 15de dag van Maart 2001.

J Wessels, vir Du Plessis Le Roux Ing., Prokureur vir Eksekusie Skuldeiser, Crossstraat 136 (Posbus 1136), Kroonstad.

Saak No. 208/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN LADYBRAND GEHOU TE LADYBRAND

In die saak tussen HOMES 2000 BK, Eiser, en T J MATSIMANE, Verweerder

Ten uitvoering van 'n vonnis en ingevolge 'n lasbrief vir eksekusie teen goedere uitgereik in hierdie Agbare Hof deur die Eksekusieskuldeiser se prokureurs op die 19 Julie 2000 sal die volgende in eksekusie verkoop word deur die Balju vir die Landdroshof Ladybrand op 3 Mei 2001 om 11h00 te die Landdroskantoor, Kerkstraat, Ladybrand, aan die hoogste bieder vir kontant:

Perseel 1838, Brightside, Ladybrand.

Terme:

- 1. 'n Deposit van 10% van die koopprys is betaalbaar in kontant op datum van verkoping.
- 2. Vir die balanskoopprys moet 'n goedgekeurde bank of bougenootskapwaarborg, binne 14 (veertien) dae na datum van verkoping gelewer word.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju vir die Landdroshof, distrik van Ladybrand gedurende kantoorure.

I Maré/hm/S019, vir Buys & Maré, Dan Pienaarstraat 27, Ladybrand, 9745.

Aan: Balju vir die Landdroshof, Ladybrand.

Saak No. 2715/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SASOLBURG GEHOU TE SASOLBURG

In die saak tussen NEDCOR BANK BEPERK, Eiser, en MARIUS NICKOLAAS COERTZEN (Identiteitsnommer 6707175103088), Eerste Verweerder, en SUSARA ALETTA ELIZABETH COERTZEN (Identiteitsnommer 6901020044080), Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof van die Distrik van Sasolburg gedateer 29 Augustus 2000 en 'n lasbrief vir eksekusie gedateer 29 Augustus 2000 sal die eiendom in eksekusie verkoop word op Vrydag, 20 April 2001 om 10:00, te die kantoor van die Balju van die Landdroshof, Tweede Vloer, Trustbankgebou, Sasolburg:

Erf 1289, Uitbreiding 1, geleë in die dorpsgebied Sasolburg, Distrik Parys, groot 1 108 (een duisend een honderd en agt) vierkante meter.

Tien persent (10%) van die koopprys is betaalbaar by sluiting van die koopooreenkoms en die balans teen registrasie van transport aan die koper moet versker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan Artikel 66 van die Wet op Landdroshowe No. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as Ben Olivierstraat 18, Sasolburg.

Bestaande uit: 3 slaapkamers, badkamer, kombuis, sitkamer en een ander kamer.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju van die Landdroshof, Eerste Vloer, Trustbanksentrum, Sasolburg en by die kantore van die Eiser se prokureurs.

Geteken te Sasolburg hierdie 12de dag van Maart 2001.

LDM Stroebel, vir Molenaar & Griffiths Ing., NJ van der Merwesingel 6, Sasolburg, 1947. [Tel. (016) 976-0420.]

Saak No. 664/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SASOLBURG GEHOU TE SASOLBURG

In die saak tussen NEDCOR BANK BEPERK, Eiser, en ZACHARIA MOSHOADIBA (Identiteitsnommer 4711055196081), Eerste Verweerder, en MALEHLOA LYDIA MOSHOADIBA (Identiteitsnommer 5403040316086), Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof van die Distrik van Sasolburg gedateer 15 September 2000 en 'n lasbrief vir eksekusie gedateer 15 September 2000 sal die eiendom in eksekusie verkoop word op Vrydag, 20 April 2001 om 10:00, te die kantoor van die Balju van die Landdroshof, Tweede Vloer, Trustbankgebou, Sasolburg:

Erf 2330, Uitbreiding 2, Sasolburg, geleë in die dorpsgebied Sasolburg, Distrik Parys, groot 833 (agt honderd drie en dertig) vierkante meter.

Tien persent (10%) van die koopprys is betaalbaar by sluiting van die koopooreenkoms en die balans teen registrasie van transport aan die koper moet versker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan Artikel 66 van die Wet op Landdroshowe No. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as Piet Uysstraat 14, Sasolburg.

Bestaande uit: Woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju van die Landdroshof, Eerste Vloer, Trustbanksentrum, Sasolburg en by die kantore van die Eiser se prokureurs.

Geteken te Sasolburg hierdie 12de dag van Maart 2001.

LDM Stroebel, vir Molenaar & Griffiths Ing., NJ van der Merwesingel 6, Sasolburg, 1947. [Tel. (016) 976-0420.]

Saak No. 993/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HARRISMITH GEHOU TE HARRISMITH

In die saak tussen DIE HARRISMITH PLAASLIKE OORGANGSRAAD, Eiser, en SIMANGALISO PETROS MOEKOENA, Verweerder

Geliewe kennis te neem dat ter uitwinning van 'n vonnis van die Landdroshof van Harrismith gedateer 21 Julie 2000 die ondergemelde eiendom in eksekusie verkoop sal word op Vrydag, die 4de dag van Mei 2001 om 09h00 voor die Landdroskantoor, Southeystraat 39, Harrismith. Die verkoping sal onderworpe wees aan die voorwaardes wat deur die vendusie-afslaer gelees sal word tydens die verkoping, welke voorwaardes by die kantoor van die Balju, mnr E F Moore, Southeystraat, Harrismith, voor die verkoping geïnspekteer kan word:

Sekere 905 Tshiame A, Harrismith, Distrik Harrismith, Provinsie Vrystaat, groot 450 (vierhonderd en vyftig) vierkante meter, gehou kragtens Titelakte G644/1991.

Die volgende inligting word verskaf in verband met die verbeterings op die eiendom, maar hierdie eiendomsbeskrywing word geensins gewaarborg nie: Woonhuis waarvan die presiese grootte onbekend is.

Geteken te Harrismith op hede die 9de dag van Maart 2001.

Coetzee—Engelbrecht Ing., Prokureurs vir die Eiser, Heranohof 4, Stuartstraat 54, Posbus 729, Harrismith, 9880. (Verw. C. Coetzee/cve S221/2000.)

Saak No. 6323/00

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen INVESTEC BANK LTD, Eiser, en TRUSTEES VIR TYD EN WYL VAN DIE JANNIE ELS KINDERTRUST, Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof gedateer 25/10/2000 en 'n lasbrief tot eksekusie gedateer 10/11/2000, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerder voor die Landdroskantoor Bethlehem gehou word om 12h00 op 20 April 2001, naamlik:

Erf 526a (Uitbreiding 1), bekend as Commissionerstraat 212, geleë in die dorp en distrik Bethlehem, grootte 1 019 m².

Terme: Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal, en die balans deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na die verkoping van die eiendom.

Die eiendom sal aan die hoogste bieder verkoop word sonder reserwe en die voorwaardes van verkoop lê ter insae by die kantore van Hattingh Marais, Prokureurs vir die Eiser, Theronstraat 3, Bethlehem asook by die Balju vir die Landdroshof, Bethlehem.

Geteken te Bethlehem op hede die 15de dag van Maart 2001.

Hattingh Marais, Prokureurs vir Eiser, Theronstraat 3, Bethlehem, 9700.

Balju vir die Landdroshof, Bethlehem.

Saak No. 18997/00

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen ABSA BANK BEPERK, Eiser, en C M CHRISTOU, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Balju-kantore, Derdestraat 6A, Arboretum, Bloemfontein, om 10:00 op Woensdag, 18 April 2001, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 18438, Bloemfontein (Uitbreiding 124), distrik Bloemfontein, groot 1 098 (een nul nege agt) vierkante meter.

Sonering: Woondoeleindes.

Onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T19548/96.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit:

Woning bestaande uit sit/eetkamer, kombuis, drie slaapkamers, badkamer, twee motorhuise en buite toilet.

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

Balju, Bloemfontein-Wes. (Tel. 447-8745.)

S J le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat 165, Posbus 277, Bloemfontein. [Tel. (051) 447-9881.] (Verw. CLR/cb/P02211.) (Rek. 4050638190.)

Saak No. 42966/00

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en E DU PLESSIS, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Balju-kantore, Barnesstraat 5, Westdene, Bloemfontein, om 10:00 op Vrydag, 20 April 2001, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Plot 13, Campbellton Kleinplase, distrik Bloemfontein, groot 4,2827 (vier komma twee agt twee sewe) hektaar.

Sonering: Woondoeleindes.

Onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T14393/95.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit:

Woning bestaande uit ingangsportaal, sitkamer, eetkamer, woonkamer, studeerkamer, sonkamer, vier slaapkamers, aantrekkamer, drie badkamers, kombuis, spens en twee waskamers.

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

Balju, Bloemfontein-Oos. (Tel. 447-3784.)

S. J. le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat 165, Posbus 277, Bloemfontein. [Tel. (051) 447-9881.] (Verw. CLR/cb/C.) (Rek. 021073199 001.)

Saak No. 47014/00

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en ZJG VERMEULEN, 1ste Verweerder, en EJ VERMEULEN, 2de Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Balju-kantore, Barnesstraat 5, Westdene, Bloemfontein, om 10:00 op Vrydag, 20 April 2001, van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Deel No. 1, in die skema bekend as Wardenstraat 5, ten opsigte van die grond en gebou of geboue, geleë te Bloemfontein, asook 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde eiendom (ook bekend as Deel 1, Wardenstraat 5, Noordhoek, Bloemfontein), groot 139 (een drie nege) vierkante meter.

Sonering: Woondoeleindes.

Onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte ST11803/96.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit:

Woning bestaande uit twee slaapkamers, kombuis/sit/eetkamer, badkamer, opwaskamer, motorhuis en onvoltooide vertrek.

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

Balju, Bloemfontein-Oos. (Tel. 447-3784.)

S J le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat 165, Posbus 277, Bloemfontein. [Tel. (051) 447-9881.] (Verw. CLR/cb/P02982.) (Rek. 002872595003.)

Saak No. 698/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en RICHARD AFRIKA, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Balju-kantore, Barnesstraat 5, Westdene, Bloemfontein, om 10:00 op Vrydag, 20 April 2001, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Plot 100, Grasland Landbouhoewes, distrik Bloemfontein, groot 4,2827 (vier komma twee agt twee sewe) hektaar. Sonering: Woondoeleindes.

Onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T943/97.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit:

Woning bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer en dubbel motorhuis.

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

Balju, Bloemfontein-Oos. (Tel. 447-3784.)

S J le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat 165, Posbus 277, Bloemfontein. [Tel. (051) 447-9881.] (Verw. CLR/cb/P03076.) (Rek. 022624350 001.)

Saak No. 42141/00

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en M H NAMA, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Balju-kantore, Barnesstraat 5, Westdene, Bloemfontein, om 10:00 op Vrydag, 20 April 2001, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Plot 63, Grassland Landbouhoewes, distrik Bloemfontein, groot 4,2827 (vier komma twee agt twee sewe) hektaar. Sonering: Woondoeleindes.

Onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T7926/96.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit:

Woning bestaande uit sitkamer, eetkamer, drie slaapkamers, badkamer, kombuis, spens, opwas, waskamer, stoorkamer, buitekamer en twee motorhuise.

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

Balju, Bloemfontein-Oos. (Tel. 447-3784.)

S J le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat 165, Posbus 277, Bloemfontein. [Tel. (051) 447-9881.] (Verw. CLR/cb/P02836.) (Rek. 022204033 001.)

Saak No. 105/97

IN DIE LANDROSHOF VIR DIE DISTRIK LINDLEY GEHOU TE PETRUS STEYN

In die saak tussen ABSA BANK BEPERK, Eiser, en MICHIEL CHRISTIAAN BOTHA, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof van Lindley gehou te Petrus Steyn sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind te die Landdroskantoor, Reitzstsraat Petrus Steyn, om 10:00 op Vrydag die 20ste dag van April 2001.

Beskrywing: Erf 69. geleë in die dorp Petrus Steyn, distrik Lindley, groot 2 380 (twee drie agt nul) vierkante meter, en bekend as Theronstraat 17, Petrus Steyn, gehou kragtens Akte van Transport T14465/1992.

Die volgende inligting word verstrek maar in hierdie opsig word niks gewaarborg nie: Verbeterings bestaan uit gesoneer vir woondoeleindes: Sitkamer, eetkamer, kombuis, spens, 3 slaapkamers, badkamer met aparte toilet, 3 garages, 2 store, waskamer met toilet, rondawel, slaapkamer met toilet en stort en pompkamer.

Terme: Die koper sal 10% van die kooppsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapswaarborg wat binne veertien dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopsvoorwaardes is ter insae te die kantoor van die Balju Heilbron te Heilbron gedurende kantoorure.

Balju van die Landdroshof vir die distrik Heilbron.

Mnr J P Smit, p/a Naudes, Eiser se Prokureur, St Andrewstraat 161; Posbus 153, Bloemfontein. (Verw. Mnr. J P Smit.)

Saak No. 672/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en I J O'NEALE, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Balju Kantore, Barnesstraat 5, Westdene, Bloemfontein 1 om 10:00 op Vrydag 20 April 2001 van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere: Onderverdeling 1 van Erf 1721, Bloemfontein, groot 189 (een-agt-nege) vierkante meter.

Sonering: Woondoeleindes.

Onderworpe aan sekere serwitute en voorwaardes; en gehou kragtens Transportakte T21002/96.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woning bestaande uit sitkamer, twee slaapkamers, badkamer, aparte toilet, kombuis, stoorkamer en buite toilet.

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

S J Le Roux, Prokureur vir Eiser, Claude Reid Ingelyf, St Andrewstraat 165; Posbus 277, Bloemfontein.

Balju Bloemfontein-Oos. (Tel. 447-3784.) (Rek. 022436066002.)

Saak No. 4038/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen LAND- EN LANDBOU BANK VAN SUID-AFRIKA, Eiser, en ANNA ELIZABETH DER BERG N.O. in haar hoedanigheid as Trustee van die GOEDE HOOP TRUST, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 12/01/2001 en lasbrief vir eksekusie gedateer 29 Januarie 2001, sal die volgende eiendomme in eksekusie verkoop word op die 20ste April 2001 om 11:00 te Landdroskantoor, Boshoffstraat, Petrusburg te wete:

Sekere: Plaas Greylingsfontein 843, geleë distrik Fauresmith, Provinsie Vrystaat, groot 257, 2464 hektaar (twee honderd sewe-en-vyftig koma twee vier ses vier hektaar), gehou kragtens Transportakte T12121/97.

Sekere: Plaas Collin's Pit 274, geleë distrik Fauresmith, Provinsie Vrystaat, groot 57,2749 (sewe-en-vyftig kom twee sewe vier nege hektaar), gehou kragtens Transportakte T12121/97.

Sekere: Restant van die plaas North Pole 203, geleë distrik Fauresmith, Provinsie Vrystaat, groot 163,0880 (een honderd drie-en-sestig kom nul agt agt nul hektaar), gehou kragtens Transportakte T12121/97.

Sekere: Plaas Rustfontein, geleë distrik Fauresmith, Provinsie Vrystaat, groot 171,3064 (een honderd een-en-sewentig koma drie nul ses vier hektaar), gehou kragtens Transportakte T12121/97.

Sekere: Erf 707, dorp Petrusburg, geleë distrik Fauresmith, Provinsie Vrystaat, groot 1 316 m² (een duisend drie honderden-sestien vierkante meter), gehou kragtens Transportakte T7252/97.

Die verkoopsvoorwaardes is ter insae by die kantore van die Balju van die Hooggeregshof te Petrusburg en/of by die Eksekusieskuldeiser se prokureur p/a Honey en Vennote, 2de Vloer, Watervalsentrum, Aliwalstraat, Bloemfontein gedurende kantoorure.

Geteken te Bloemfontein op hierdie 7de dag van Maart 2001.

R J Britz, Prokureur vir Eiser, Honey en Vennote, 2de Vloer, Watervalsentrum, Aliwalstraat, Bloemfontein. (Verw. RJB/C Loots/rc/C01897.)

Case No. 4038/2000

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between LAND- EN LANDBOU BANK OF SOUTH AFRICA, Plaintiff, and ANNA ELIZABETH VAN DER BERG N.O. in her capacity as Trustee of DIE GOEDE HOOP TRUST, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) dated the 12/01/2001 and a writ of execution dated the 29/01/2001, the properties listed hereunder will be sold in execution on the 20th of April 2001 at 11:00 in the morning at the Magistrate's Office, Boshoff Street, Petrusburg.

Certain: Farm Greylingsfontein 843, situated District Fauresmith, Free State Province, measuring 257,2464 hectare (two five seven coma two four six four hectare), held by Deed of Transfer T12121/97.

Certain: Farm Collin's Pit 274, situated District Fauresmith, Free State Province, measuring 57,2749 (five seven coma two seven four nine hectare), held by Deed of Transfer T12121/97.

Certain: Remainder of the Farm North Pole 203, situated District Fauresmith, Free State Province, measuring 163,0880 hectare (one six three coma zero eight eight zero hectare), held by Deed of Transfer T12121/97.

Certain: Farm Rustfontein 637, situated District Fauresmith, Free State Province, measuring 171,3064 hectare (one seven one coma three zero six four hectare), held by Deed of Transfer T12121/97.

Certain: Erf 707, Town Petrusburg, situated District Fauresmith, Free State Province, measuring 1 316 m² (one three one six square metres), held by Deed of Transfer T7252/97.

The conditions of sale may be inspected at the Deputy of the Supreme Court at Petrusburg and/or at Honey and Partners, 2nd Floor, Waterfall Centre, Aliwal Street, Bloemfontein.

Signed at Bloemfontein on this 7th day of March 2001.

R J Britz, Attorney for Plaintiff, Honey and Partners Incorporated, 2nd Floor, Waterfall Centre, Aliwal Street, Bloemfontein. (Ref. RJB/C Loots/rc/C01897.)

Saak No. 215/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen BOE BANK BEPERK, Eiser, en BEULAH VAN ECK (ID Nr. 3810130067084), 1ste Verweerder, en LORRAINE MARAIS (ID Nr. 6908120160088), 2de Verweerder

Uit kragte van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) en kragens 'n Lasbrief tot Uitwinning teen onroerende eiendom sal die volgende eiendom per publieke veiling op:

Woensdag 2 Mei 2001 om 10:00 deur die Balju van die Hooggeregshof, Bloemfontein-Wes, Derdestraat 6A, Bloemfontein aan die hoogste bieër verkoop word naamlik:

Eiendomsbeskrywing: Erf 6847, Bloemfontein (Uitbreiding 39), distrik Bloemfontein, Vrystaat Provinsie, groot 874 vierkante meter, en gehou kragtens Transportakte Nr. T4607/96, en beter bekend as Ellenbergerstraat 39, Wilgehof, Bloemfontein.

Die eiendom bestaan uit die volgende: 'n Woonhuis, welke woning gesoneer is vir woondoeleindes bestaande uit: 3 slaapkamers met ingeboude kaste, badkamer met teëlvloer en volmuur teëls, kombuis, televisie/woon/eetkamer, sitkamer en motorhuis.

Verbeterings: Nul.

Die volle en volledige verkoopsvoorwaardes sal net voor die verkoping deur die Balju uitgelees word en lê ter insae by die kantoor van die Balju, Bloemfontein-Wes of by die Eksekusieskuldeiser se prokureurs en kan tydens kantoorure besigting word.

Geteken te Bloemfontein hierdie 13de dag van Maart 2001.

De Buys Human, Prokureur vir Eiser, Symington en De Kok, Symington & De Kokgebou, Voortrekkerstraat 169B, Bloemfontein.

Saak No. 7822/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BOE BANK BEPERK, Eiser, en ELMARIE DE WET N.O., Verweerder

Uit kragte van 'n vonnis van die Landdroshof van Bloemfontein en kragens 'n lasbrief vir eksekusie gedateer 30 Januarie 2001, sal die volgende eiendom per publieke veiling op:

Woensdag 2 Mei 2001 om 10:00 deur die Balju van die Hooggeregshof, Bloemfontein-Wes, Derdestraat 6A, Bloemfontein aan die hoogste bieër verkoop word naamlik:

Eiendomsbeskrywing: Erf 21696, Bloemfontein (Uitbreiding 142), Bloemfontein, gehou kragtens Transportakte Nr. T15714/98, en beter bekend as Gannie Viljoenstraat 11, Universitas-Rif, Bloemfontein.

Die eiendom bestaan uit die volgende: 'n Woonhuis, welke woning gesoneer is vir woondoeleindes bestaande uit: 2 slaapkamers, badkamer, kombuis, opwaskamer, TV kamer/woonkamer, eetkamer, sitkamer en sekere woonstel aanbouings waarvan die verbeterings nie gewaarborg is nie.

Verbeterings: Nul.

Die volle en volledige verkoopsvoorwaardes sal net voor die verkoping deur die Balju uitgelees word en lê ter insae by die kantoor van die Balju, Bloemfontein-Wes of by die Eksekusieskuldeiser se prokureurs en kan tydens kantoorure besigting word.

Geteken te Bloemfontein hierdie 13de dag van Maart 2001.

De Buys Human, Prokureur vir Eiser, Symington en De Kok, Symington & De Kokgebou, Voortrekkerstraat 169B, Bloemfontein.

Saak No. 1114/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HARRISMITH GEHOU TE HARRISMITH

In die saak tussen DIE HARRISMITH PLAASLIKE OORGANGSRAAD, Eiser, en TEISI JONAS MPHOSI, Verweerder

Geliewe kennis te neem dat ter uitwinning van 'n vonnis van die Landdroshof van Harrismith gedateer 28 Julie 2000 die ondergemelde eiendom in eksekusie verkoop sal word op Vrydag, die 4de dag van Mei 2001 om 09h00 voor die Landdroskantoor, Southeystraat 39, Harrismith. Die verkoping sal onderworpe wees aan die voorwaardes wat deur die vendusie-afslaer gelees sal word tydens die verkoping, welke voorwaardes by die kantoor van die Balju, mnr. E F Moore, Southeystraat, Harrismith voor die verkoping geïnspekteer kan word:

Sekere: 162 Tshiamea, Harrismith, distrik Harrismith, Provinsie Vrystaat, groot 1 320 (eenduisend driehonderd-en-twintig) vierkante meter, gehou kragtens Titelakte G2504/1988.

Die volgende inligting word verskaf in verband met die verbeterings op die eiendom, maar hierdie eiendomsbeskrywing word geensins gewaarborg nie: Woonhuis waarvan die presiese grootte onbekend is.

Geketen te Harrismith op hede die 9de dag van Maart 2001.

Coetzee - Engelbrecht Ing., Prokureurs vir die Eiser, Heranohof Nr 4, Stuartstraat 54; Posbus 729, Harrimith, 9880. (Verw. C Coetzee/cveS236/2000.)

Saak No. 35313/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen M J DAVIDS, Eiser, en M DAVIDS, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n Lasbrief vir Eksekusie sal die volgende eiendom op Vrydag 20 April 2001 om 10:00 te die Baljukantoor, Bloemfontein Oos, Barnesstraat 5, Westdene, Bloemfontein aan die hoogste bieder geregtelik verkoop word:

Erf 4504, Uitbreiding 22, geleë te Lausannestraat 9, Noordhoek, Bloemfontein, grootte 1 031 vierkante meter, Titelakte 16687/1996.

Beskrywing: Woonhuis met buitegeboue.

Die koper sal 10% van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank of bougenootskapswaarborg wat binne 21 (een-en-twintig) dae na die datum van die verkoping aan die Balju gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju Bloemfontein Oos, Barnesstraat 5, Bloemfontein gedurende kantoorure.

Geteken te Bloemfontein hierdie 18de dag van Maart 1997.

H J Stander, vir Hennie Stander Prokureurs, Prokureur vir Eiser, Victoriaweg 38, Willows, Bloemfontein. (Verw. HJS/avdm/I17452.)

Saak No. 4694/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SASOLBURG GEHOU TE SASOLBURG

In die saak tussen NBS 'n divisie van BOE BANK, Eiser, en TSHEBERE DAVID MTHIMKULU, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik van Sasolburg, sal die eiendom hieronder vermeld per openbare veiling verkoop word deur die Balju by die Balju Kantore te Sasolburg op 20 April 2001 om 10h00:

Erf 1385, Sasolburg Ext 1, distrik Parys, Provinsie Vrystaat, groot 744 (sewehonderd vier-en-veertig) vierkante meter, Akte van Transport T15169/96.

Verbeterings: 2 slaapkamers, badkamer, sitkamer/eetkamer, kombuis, wc's en garage.

Terme: Een tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 14,5% per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju-Sasolburg binne 14 (veertien) dae vanaf datum van verkoping.

Voorwaardes: Die volledige voorwaardes van verkoping lê ter insae by die Kantoor van die Balju - Landdroshof Sasolburg. Geteken te Vereeniging op hierdie 12e dag van Maart 2001.

J Prinsloo, vir Rossouw & Prinsloo, N.B.S. Gebou, Merrimanlaan; Posbus 263159, Drie Riviere, Vereeniging. (Verw. JAM Prinlsoo/SW.)

Saak No. 37705/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NEDCOR BANK BEPERK, Eiser, en MOITHERI BENEDICT LERATA, Verweerder

Ingevolge 'n vonnis gelewer op 31/10/2000, in die Bloemfontein Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 20 April 2001 om 10:00 te Barnesstraat 5, Bloemfontein, aan die hoogste bieër:

Sekere: Erf 2201, Mangaung, Bloemfontein, grootte 303 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag No. 3186/1988 onderworpe aan sekere voorwaardes.

Verbeterings: Enkelverdieping woonhuis gesoneer slegs vir woondoeleindes met 4 slaapkamers, 2 badkamers, kombuis, sitkamer, ander vertrek, buitekamers en 2 motorhuise.

Die koper moet afslaersgelde, B.T.W. asook 10% van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne 14 (veertien) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bankwaarborg of bouverenigingwaarborg lewer.

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

Gedateer te Bloemfontein op hede 12de dag van Maart 2001.

McIntyre & Van der Post Prokureurs, Eiser se Prokureurs, Barnesstraat 12, Arboretum, Bloemfontein. (Verw. GCL106.)

Saak No. 39911/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NEDCOR BANK BEPERK, Eiser, en BELINDA SIMONS, Verweerder

Ingevolge 'n Vonnis gelewer op 3/11/2000, in die Bloemfontein Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 20 April 2001 om 10:00 te Barnesstraat 5, Bloemfontein, aan die hoogste bieër:

Sekere: Erf 4765, geleë in die Dorp Heidedal (Uitb10) Distrik, Bloemfontein (ook bekend as Katonkelstraat 39, Bloemside, Heidedal), grootte 280 vierkante meter, gehou kragtens Akte van Transport T6089/1995, onderhewig aan die terme en voorwaardes soos aan die voorbehoud van Minerale Regte.

Verbeterings: Enkelverdieping woonhuis gesoneer slegs vir woondoeleindes met 2 slaapkamers, badkamer, kombuis, sitkamer en ander vertrek.

Die koper moet afslaersgelde, B.T.W. asook 10% van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne 14 (veertien) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bankwaarborg of bouverenigingwaarborg lewer.

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

Gedateer te Bloemfontein op hede 12de dag van Maart 2001.

Eiser se Prokureur, McIntyre & Van der Post Prokureurs, Barnesstraat 12, Arboretum, Bloemfontein.

Saak No. 24491/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen J J SNYMAN, Eiser, en C C NELSON, Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof op 30 September 1998 en 'n Lasbrief tot Eksekusie, sal die volgende eiendom in eksekusie verkoop word op Vryday 20 April 2001, om 10H00 te Balju Oos, Barnesstraat 5, Bloemfontein, deur die Balju, Bloemfontein Oos, aan die persoon wat die hoogste aanbod maak, naamlik:

Erf 1869 (Uitbreiding 3) Ashbury geleë in die stad en distrik Bloemfontein, groot 440 (vier vier nul) vierkante meter, gehou kragtens Transportakte T12067/1998.

Onderworpe: Voorwaardes hierin vermeld.

Eiendom geleë te: Hassimstraat 69, Heidedal, Bloemfontein en bestaan uit die volgende verbeterings.:

00107060-9

Voorwaardes:

Die verkoping sal onderworpe wees aan die bepalings aan die Wet op Landdroshowe en die Reëls daarvolgens neergelê, tien (10) persent van die koopprys moet in kontant op die dag van die verkoping betaal word en 'n bank- of bougenootskapwaarborg vir die balans moet binne veertien(14) dae na die verkoopsdatum verskaf word.

Die verdere en volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Balju, Bloemfontein Oos, Barnesstraat 5, Bloemfontein.

Neuhoff & Van Deventer, Prokureur vir Eiser, p/a Eerstelaan 21, Westdene, Bloemfontein, 9301. [Tel: (051) 448-3614/5.]

Saak No. 40650/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BOE BANK BEPERK, Eiser, en PAUL LODEWYK AVENANT N.O., Eerste Verweerder, en ERIKA DALENE AVENANT N.O., Tweede Verweerder

Ingevolge 'n vonnis gedateer 7 November 2000 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Woensdag, 2 Mei 2001 om 10:00, te Derdestraat 6A, Westdene, Bloemfontein:

Sekere Erf 15594, geleë in die stad en distrik Bloemfontein, welke eiendom vir woondoeleindes gesoneer is, beter bekend as McCabestraat 16, Fichardtpark, Bloemfontein, groot 1 050 m², gehou kragtens Transportakte T4303/2000, McCabestraat 16, Fichardtpark, Bloemfontein.

Verbeterings: 'n Woonhuis bestaande uit 'n sitkamer, eetkamer, TV kamer, kroeg, kombuis, opwasplek, 3 slaapkamers, 2 badkamers, stort, twee toilette en twee motorhuise, asook 'n bediendekamer met buite toilet.

Voorwaardes van verkoping:

- 1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, Nr. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.
- 2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 14,5% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.
- Die volledige verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 26ste dag van Maart 2001.

JH Conradie, Prokureur van Eksekusieskuldeiser, p/a Rossouws Prokureurs, Pres. Reitzlaan 119, Westdene, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 5062500.] (Verw. JHC/ab/CM25585.)

Saak No. 1285/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen FIRSTRAND BANK BEPERK, Eiser, en HENDRIE JOHAN GREYLING N.O., Verweerder

Ingevolge 'n vonnis gedateer 25 Januarie 2001 en 'n lasbrief vir eksekusie in die Landdroshof van Welkom, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 4 Mei 2001 om 11:00, te Tulbachstraat Ingang, Landdroshof, Welkom:

Sekere Erf 1162, geleë in die stad en distrik van Welkom, welke eiendom vir woondoeleindes gesoneer is, beter bekend as Ophirsingel 15, Riebeeckstad, Welkom, groot 2 815 m², gehou kragtens Transportakte T8851/1996, Ophirsingel 15, Riebeeckstad, Welkom.

Verbeterings: 'n Woonhuis bestaande uit 'n ingangsportaal, sitkamer, TV kamer, studeerkamer, kombuis, opwaskamer, 3 slaapkamers, 2 badkamers, stort, 2 toilette, aantrekkamer, 2 motorhuise, afdak, bediendekamer met badkamer en kroeg met jaccuzi.

Voorwaardes van verkoping:

 Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, Nr. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

- 2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 14,5% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.
- 3. Die volledige verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 26ste dag van Maart 2001.

JH Conradie, Prokureur van Eksekusieskuldeiser, p/a Rossouws Prokureurs, Pres. Reitzlaan 119, Westdene, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 5062500.] (Verw. JHC/ab/CM542759.)

MANTSOPA MUNISIPALITEIT

(Ingestel Ladybrand, Tweespruit, Excelsior, Hobhouse en Thaba Patchoa)

Kennis geskied hiermee ingevolge die bepalings van artikel 117(3)(b) van Ordonnansie 8 van 1962, soos gewysig dat onderstaande erf in Ladybrand op Vrydag, die 4de Mei 2001 om 10h00, per openbare veiling verkoop sal word te die Landdroskantoor Ladybrand aan die hoogste bieër:

Erf R/271, geleë in die dorp en distrik Ladybrand, provinsie Vrystaat, groot 1 131 m², gehou kragtens Akte van Transport T3557/1967, geregistreerde eienaar Daniël Wouter Botha, gebore 6/9/1918.

Ligging: H/v Ooster- en Agtstestraat, Ladybrand.

Die verkoopvoorwaardes sal ter insae lê te die kantore van die ondergetekendes 2 dae voor die verkoping.

Geliewe verder kennis te neem dat indien die eienaar voor aanvang van die veiling die eiendom in sy besit mag terugneem, mits die eienaar alle agterstallige belastings, rente en koste verskuldig aan die raad in verband met die beslaglegging en beoogde veiling aangegaan betaal by die Stadssekretaris in welke geval die eiendom nie verkoop sal word nie.

Buys & Maré Prokureurs, Dan Pienaarstraat 27, Ladybrand, 9745.

Saak No. 134/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK LADYBRAND GEHOU TE LADYBRAND

In die saak tussen ABSA BANK BEPERK, Eiser, en L C ANDERSON, Verweerder

Ten uitvoering van 'n vonnis en ingevolge 'n lasbrief vir eksekusie teen goedere uitgereik in hierdie Agbare Hof deur die Eksekusieskuldeiser se prokureurs op die 24 Mei 2000, sal die volgende in eksekusie verkoop word deur die Balju vir die Landdroshof, Ladybrand op 3 Mei 2001 om 11h00, te die Landdroskantoor, Kerkstraat, Ladybrand, aan die hoogste bieder vir kontant:

Gedeelte 1 van Erf 248, Ladybrand, geleë in die dorp en distrik Ladybrand.

Terme:

- 1. 'n Deposito van 10% van die koopprys is betaalbaar in kontant op datum van verkoping.
- 2. Vir die balanskoopprys moet 'n goedgekeurde bank of bougenootskapwaarborg, binne 14 (veertien) dae na datum van verkoping gelewer word:

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju vir die Landdroshof, distrik van Ladybrand, gedurende kantoorure.

I. Maré, vir Buys & Maré, Dan Pienaarstraat 27, Ladybrand, 9745. (Verw. Maré/hm/A/N193.) Aan: Balju vir die Landdroshof, Ladybrand.

Saak No. 37900/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NEDCOR BANK BPK, Eiser, en SI & ME SHUPING, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 2000-10-13 en lasbrief van eksekusie daarna uitgereik sal die volgende eiendom in eksekusie verkoop word op die 20ste dag van April 2001 om 10:00 te die Baljukantore te Barnesstraat No 5, Westdene, Bloemfontein, te wete:

Sekere: Erf 16092, Mangaung, Bloemfontein, Provinsie Vrystaat, gehou kragtens Transportakte TL3858/1991, geleë te 16092 Seiso Monkhestraat, Bloemfontein, groot 246 vierkante meter.

Verbeterings: 'n Woonhuis bestaande uit 2 slaapkamers, badkamer, kombuis & woonvertrek.

Voorwaardes van verkoping:

- 1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, Nr 32 van 1944, soos gewysig en die Reëls daarkragtens uitgevaardig.
- 2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% van die koopprys in kontant onmiddellik na afhandeling van die veiling;

Die onbetaalde balans tesame met rente op die koopsom beteken teen 'n koers van 18% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Geteken te Bloemfontein op hierdie 16de dag van Maart 2001.

Honey en Vennote Ing., Prokureur vir Eiser, 2de Vloer, Watervalsentrum, Aliwalstraat, Bloemfontein. [Tel. (051) 447-9191.] (Verw. JM Burger/LdJ/C01832.)

Saak No. 40646/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NEDCOR BANK BPK., Eiser, en MOEKETSI ALFRED QHANTSE, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 2000-11-07 en lasbrief van eksekusie daarna uitgereik sal die volgende eiendom in eksekusie verkoop word op die 20ste dag van April 2001 om 10:00 te die Baljukantore te Barnesstraat 5, Westdene, Bloemfontein, te wete:

Sekere: Erf 4400, geleë in die dorp Heidedal (Uitbreiding 10), distrik van Bloemfontein, Provinsie Vrystaat, gehou kragtens Transportakte T6494/1993, geleë te Sardynsingel 27, Heidedal, Bloemfontein, groot 288 (twee agt agt) vierkante meter.

Verbeterings: 'n Woonhuis bestaande uit 2 slaapkamers, badkamer, kombuis & woonvertrek.

Voorwaardes van verkoping:

- 1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, Nr 32 van 1944, soos gewysig en die Reëls daarkragtens uitgevaardig;
- 2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% van die koopprys in kontant onmiddellik na afhandeling van die veiling;

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

Die volledige verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Geteken te Bloemfontein op hierdie 16de dag van Maart 2001.

JM Burger, vir Honey en Vennote Ing., Prokureur vir Eiser, 2de Vloer, Watervalsentrum, Aliwalstraat, Bloemfontein. [Tel. (051) 447-9191.]

Case No. 3256/2000

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

In the matter between KHAYALETHU HOME LOANS (PTY) LTD, Plaintiff, and A & N M GOEIEMAN, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on the 9 March 2001 and subsequent warrant of execution, the following property will be sold in execution at 10h00 on 25 April 2001 at the offices of the Magistrate, Phillip Street, Parys, namely:

9585 Stand 3979, Tumahole also known as Stand 3979, Parys, improvements consisting of residence;

The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale to the Sheriff and the unpaid balance, together with interest at 15,5% from date of sale to date of registration of transfer, shall be secured by a bank or other guarantee within 14 (fourteen) days from the date of sale.

The sale is subject to the provisions of the Magistrate's Court Act No 32 of 1944 and the Rules promulgated thereunder, as amended, as well as the conditions as set out in the deed of transfer.

The complete conditions of sale will lie for inspection during business hours at the offices of the Sheriff, Parys.

Dated at Parys on the 26 March 2001.

Du Toit & Swanepoel, 63 Dolfstr./St.63, Parys, O.V.S, 9585, (0568) 2181/2/3; P.O. Box 43 & 32, Parys, O.V.S, 9585. (Ref. Miss Brook/KOB069.)

To: The Sheriff of the Court.

Saak No. 24/1992

IN DIE LANDDROSHOF VIR DIE DISTRIK PETRUS STEYN GEHOU TE PETRUS STEYN

in die saak tussen BUSINESS PARTNERS LTD (vh/a KLEINSAKE-ONTWIKKELINGSKORPORASIE BPK), Eiser, en LEKGOWA JOSEPH MOTHEBELE, Verweerder

Ingevolge 'n vonnis gelewer op 29 September 1992, in die Petrus Steyn Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 11 Mei 2001 om 10:00 te Landdroskantoor, Reitzstraat, Petrus Steyn, aan die hoogste bieër, nl:

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

Beskrywing: Woonhuis te Perseel 589 Mamafubedu.

Verbeterings: Woonhuis.

Straatadres: Perseel 589, Mamafubedu, Petrus Steyn, gehou kragtens Transportakte TL7910/1990.

- 1. Die verkoping is onderhewig aan die bepalings van die Wet op Landdroshowe en die Reëls in terme daarvan uitgevaardig en verder onderworpe aan die volle voorwaardes van verkoping wat gelees sal word onmiddellik voor die verkoping en sal lê vir insae by die Landdroskantoor, Reitzstraat, Petrus Steyn.
 - 2. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% en die balans teen registrasie van transport.
- 3. Die koper sal aanspreeklik wees vir betaling van rente aan die Eksekusieskuldeiser en die verbandhouers, indien enige, van datum van verkoping tot datum van registrasie van transport soos uiteengesit in die verkoopvoorwaardes.
- 4. Transport sal geskied deur bemiddeling van die Eiser se prokureurs en die koper sal aanspreeklik wees vir betaling van alle transportkostes, agterstallige belastings en ander kostes en uitgawes wat direk of indirek nodig is om transport op sy naam te laat geskied en dit is betaalbaar op versoek van die prokureur van die Vonnisskuldeiser.

Gedateer te Bethlehem hierdie 26ste Maart 2001.

Daniël Engelbrecht Botha, vir Breytenbach, Van der Merwe en Botha Ing., Prokureur vir Eiser, Pres. Boshoffstraat 29A (Posbus 693, Docex 7), Bethlehem, 9700. [Tel. (058) 303-5241.) (Verw. N Botha/gdp Z37014.)

Saak No. 93/01

IN DIE LANDDROSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE WITSIESHOEK

In die saak tussen EERSTE NASIONALE BANK VA SA BPK., Eiser, en MS NGUBANI, 1ste Verweerder, en PM NGUBANI, 2de Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof gedateer 7/2/2001 en 'n lasbrief tot eksekusie gedateer 7/2/2001, sal 'n verkoping van die volgende eiendom van die bogenoemde verweerder voor die Landdroskantoor, Witsieshoek gehou word om 09h00 op 19 April 2001, naamlik:

Erf 335, geleë in die dorp en distrik Phuthaditjhaba "J", grootte 515 m2.

Terme: Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal, en die balans deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na die verkoping van die eiendom.

Die eiendom sal aan die hoogste bieder verkoop word sonder reserwe en die voorwaardes van verkoop lê ter insae by die kantore van Hattingh Marais, Prokureurs vir die Eiser, Naledi Mall 225, Phuthaditjhaba & Theronstraat 3, Bethlehem asook by die Balju vir die Landdroshof, Witsieshoek.

Geteken te Witsieshoek op hede die 16de dag van Februarie 2001.

Balju vir die Landdroshof, Witsieshoek.

Hattingh Marais, Prokureurs vir Eiser, Naledi Mall 225, Phuthaditjhaba en Theronstraat 3, Bethlehem, 9700. [Tel. (058) 303-1268.]

Case No. 5383/99

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

In the matter between SAAMBOU BANK, Plaintiff, and P E NTLHOKOA, First Defendant, and K E NTLHOKOA, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the district of Bloemfontein granted on the 4th of March 1999, at Bloemfontein and a warrant of execution, the following property will be sold in execution with/without reserve to the highest bidder on 20 April 2001, at 10h00 at Sheriff Bloemfontein East, 5 Barne Street, Bloemfontein, namely:

Certain Erf: 486 (Extension 4) Mangaung, situated in the City and District of Bloemfontein, Free State Province, measuring 447 (four hundred seventy four) square metres, held by virtue of General Plan L136/1984, subject to certain conditions referred to therein.

Situated at: 4303 Mathambo Street, Bochabela, Mangaung, Bloemfontein and consisting of the next improvements.

Allocated for housing and consisting of lounge, dining-room, three bedrooms, bathroom, kitchen.

Terms: The purchase price shall be paid as to ten (10) per cent thereof on the day of the sale and the unpaid balance within fourteen (14) days shall be paid or shall be secured by a bank or building society. The said shall in all respect be governed by the Magistrate's Court Act of 1944 and the Rules made thereunder or any amendment thereof or substitution thereof and subject thereto. The property shall be sold voetstoots to the highest bidder. The purchaser shall be liable and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Court or for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a Certificate in terms of any relevant section of the local Government Ordinance (Free State) or any amendment thereof or substitution therefore.

Conditions of sale: The full conditions of sale may be inspected prior to the sale at the office of the Sheriff, Bloemfontein East, 5 Barne Street, Bloemfontein. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Neuhoff & Van Deventer, Attorney for Plaintiff, 21 First Avenue, Westdene, Bloemfontein, 9301. [Tel. (051) 448-3614/5.)

Case No. 23926/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED (formerly NEDPERM BANK LIMITED), Plaintiff, and MONAMOLELI ISHMAEL NKALIMENG, ID. 6206165728087, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff's Office, 19 Trust Bank Chambers, Fichardt Street, Sasolburg, on the 20th day of April 2001 at 10h00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Sasolburg, at the above address and will also be read out by the Sheriff prior to the sale in execution.

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

Property: All right, title and interest in the right of leasehold in respect of Site 6541, situate in the Township of Zamdela, District Parys, measuring 164 square metres.

Improvements: 2 bedrooms, bathroom, kitchen, living-room.

Hack Stupel & Ross, Attorneys for Plaintiff, P O Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/ELR/GT6982.)

Case No. 17414/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOHANNES CHRISTIAAN THEUNIS VERMAAK, First Defendant, and JACQUELINE BRENDA VERMAAK, Second Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff Sasolburg at the office of the Sheriff, Room 19 Trust Bank Building, Fichardt Street, Sasolburg on Friday, 20 April 2001 at 10H00.

Full conditions of sale can be inspected at the Sheriff Sasolburg, at the above address, telephone number (016) 976-0988, and will be read out prior to the sale taking place.

No warranties are given with regard to the description, extent and/or improvements of the property.

Property: Erf 471, Deneysville, District Heilbron, Province Free State, measuring 1369 square metres and also known as 35 Voortrekker Street, Deneysville.

Improvements: Dwelling: 2 bedrooms, bathroom, kitchen, living-room.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. No. 342-9164.) (Ref: Mr Croucamp/Tanje/E3565.)

Saak No. 20957/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NEDCOR BANK BEPERK, Eiser, en ISAAC MONAGENG KWATULA, 1ste Verweerder, en MOTLALEPULE ESTHER KWATULA, 2de Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 25/08/2000 en Lasbrief van Eksekusie gedateer 24/08/2000 sal die volgende eiendom in eksekusie verkoop word op die 20ste April 2001 om 10:00 te Barnesstraat 5, Westdene, Bloemfontein te wete:

Sekere: Erf 2550, Ashbury (Uitbreiding 5), distrik van Bloemfontein, Provinsie Vrystaat, gehou kragtens Transportakte Nr 10721/1999, geleë te Pointsettiastraat 51, Heidedal, Bloemfontein, groot 420 (vier twee nul), vierkante meter.

Verbeterings: 3 slaapkamers, 2 badkamers, kombuis, woonkamer, ander kamer.

Voorwaardes van verkoping:

- 1. Die Verkoping sal onderhewig wees aan die bapalings van die Wet op Landdroshowe, Nr 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.
 - 2. Die koopprys sal as volg betaalbaar wees:
 - 'n Deposito van 10% van die koopprys in kontant onmiddellik na afhandeling van die veiling;

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 19.00% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

3. Die volledige verkoopsvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende die kantoorure by die kantoor van die Balju ingesien word.

Geteken te Bloemfontein op hierdie 26ste dag van Maart 2001.

N Viljoen, vir Hill, McHardy & Herbst, Prokureur vir Eiser, Hill, McHardy & Herbst Gebou, Tweede Vloer, Elizabethstraat 23, Bloemfontein. (Verw: N Viljoen/imc/C05476.)

Saak No. 575/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BOTSHABELO GEHOU TE BOTSHABELO

In die saak tussen STANDARD BANK VAN SUID-AFRIKA BEPERK, Eiser en T. I. THOTHELA, Verweerder

Geliewe kennis te neem dat kragtens lasbrief vir eksekusie teen goed gedateer 9 Januarie 2001, die volgende onroerende eiendom te koop aangebied word om 10:00 vm op 17 April 2001, te die Landdroskantore, Thaba Nchu.

Die verkoping sal geskied aan die hoogste bieër onderworpe aan die verkoopvoorwaardes wat ter insae lê by die kantore van Majola, Steyn-Meyer Ingelyf, Jan van Riebeeckstraat 68, Posbus 284, Thaba Nchu, en sal die verkoping ondermeer onderworpe daaraan wees dat 10% (tien) van die koopprys in kontant op datum van die verkoping betaal word en 'n Bank/Bouvereniging waarborg binne 30 dae (dertig) na verkoping aan die Balju gelewer word deur die koper.

Die eiendom wat te koop aangebied word is erfnommer 3024H Block, Botshabelo, met verbeterings daarop bestaande uit 'n woonhuis.

Aldus gedoen en geteken te Thaba Nchu hierdie 26ste dag van Maart 2001.

Majola, Steyn-Meyer Ingelyf, Prokureur vir Eiser, Jan Van Reiebeeckstraat 68, Posbus 284, Thaba Nchu.

Die Balju: Thaba Nchu.

KWAZULU-NATAL

Case No. 403/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: SAAMBOU BANK LIMITED, Plaintiff, and NIRUMALAI DEVI MUDALY, Defendant

In terms of a judgment of the above Honourable Court dated the 3rd August 2000 a sale in execution will be held on Friday, the 20th April 2001 at the front entrance of the Magistrate's Court, Moss Street at 10h00, to the highest bidder without reserve:

Erf 372, Avoca Hills, Registration Division FU, situate in the Durban Entity, Province of KwaZulu-Natal, in extent six hundred and sixty-five (665) square metres, held under Deed of Transfer No. T28613/91.

Physical address: 57 Avocado Grove, Avoca Hills.

The following information is furnished but not guaranteed: Vacant land (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court at Inanda Area 1, 1st Floor, 12 Groom Street, Verulam.

Dated at Durban on this 15th day of April 2001.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street, Durban, 4001. (Docex No. 27.) (Tel. 304-3433.) (Ref Mrs Radford/mg/S0026/352.)

Case No. 682/01

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

In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Plaintiff, and VUSUMUZI SIBUSISO NORMAN SIBISI, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 5 February 2001 the writ of execution dated 6 February 2001, the immovable property listed hereunder will be sold in execution on Friday, the 20th day of April 2001 at 11am at the 277 Berg Street, Pietermaritzburg, to the highest bidder:

Unit 1683, Edendale S, Registration Division FT, situate in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 397 square metres.

- 1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and Rules made thereunder, and of the Title Deed insofar as there are applicable.
 - 2. The following improvements on the property are reported, but not guaranteed: Dwelling house.
- 3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 17% per annum to date of payment.
- 4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg on this 12th day of March 2001.

A. H. R. Louw, for Geyser Liebetrau du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. AL/gd/K5L/20.)

Case No. 2510/96

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and OMAR JOOSAB, First Defendant, and ZAIBOONNISSA SULEMAN JOOSAB, Second Defendant

In terms of a judgment of the above Honourable Court dated the 20 June 1996, a sale in execution will be held on 19 April 2001 at 12h00 on the steps of the High Court, Masonic Grove, Durban, to the highest bidder without reserve:

Portion 15 of Erf 4411, Reservoir Hills, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent of 1 237 (one thousand two hundred and thirty-seven) square metres, held by Deed of Transfer No. T16025/1989.

Physical Address: 71 Membrey Road, Reservoir Hills, Durban.

Improvements: The following information is furnished but not guaranteed: A brick under tile dwelling comprising of: Lounge (floor carpeted), dining-room (floor carpeted), 3 bedrooms (floor carpeted) (one room with built-in-cupboards), kitchen—fully tiled with built-in-units, toilet—fully tiled, toilet/bath with tub/wash basin/shower—fully tiled. Passage way—partly carpeted/tiled. Balcony—floor tiled with steel railings. Verandah—floor tiled with steel railings.

Basement: 3 rooms—floor—2 rooms carpeted & room—mat. Kitchen—floor mat. Bath with tub/wash basin/shower—floor tiled, walls semi tiled. Toilet—floor tiled. Verandah—floor tiled with steel burglar guards.

Outside toilet/bath with tub/wash basin—floor cement. Yard wire fence with steel gates. Driveway/backyard tarred. Stairways—floor tiled with steel railings. Doors/windows burglar guarded.

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

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

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

Dated at Durban on this 15th day of March 2001.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street. (Ref. Mrs Van Huyssteen/N0183/199/MM.)

Case No. 1410/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and SHAMAN BEGUM REHMAN, First Defendant, and MOHAMED ASUF ABDUL, Second Defendant

In terms of a judgment of the above Honourable Court dated the 9th November 2000 a sale in execution will be held on Tuesday, the 24th April 2001 at 10h00 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder without reserve:

Portion 2581 of Erf 102, Chatsworth, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent four hundred and eighteen (418) square metres, held by Deed of Transfer No. T32367/1994.

Physical address: 116 Leo Avenue, Woodhurst, Chatsworth.

The following information is furnished but not guaranteed: Brick under tile dwelling (part double storey, part single storey), comprising of 5 bedrooms, 2 lounges, kitchen, 2 toilets/bathrooms, balcony, porch, swimming-pool, tennis court (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

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

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

Dated at Durban on this 15th day of March 2001.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban, 4001. (Docex No. 27.) (Tel. 304-3433.) (Ref. Mrs Radford/mg/S0932/137.)

Case No. 7717/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: SAAMBOU BANK LIMITED, Plaintiff, and MICHAEL DANIEL WINK, First Defendant, and BONITA ELIZABETH WINK, Second Defendant

In terms of a judgment of the above Honourable Court dated the 7th February 2001 a sale in execution will be held on Wednesday, the 25th April 2001 at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, at 10h00, to the highest bidder without reserve:

Portion 3 of Erf 105, Ashley, Registration Division FT, situate in the Inner West City Council Area, Province of KwaZulu-Natal, in extent two thousand one hundred and fourteen (2 114) square metres, held by Deed of Transfer No. T5614/1998.

Physical address: 10 Pine Street, Ashley, Pinetown.

The following information is furnished but not guaranteed: Brick under tile dwelling consisting of lounge, dining-room, kitchen, 3 bedrooms, bathroom with toilet, gates, precast and wire fencing, servants' quarters, toilets and brickpave driveway (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court at Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 15th day of March 2001.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban, 4001. (Docex No. 27.) (Tel. 304-3433.) (Ref. Mrs Radford/mg/S0026/501.)

Case No. 9520/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: SAAMBOU BANK LIMITED, Plaintiff, and BHEKA PATRICK MKHWANI, Defendant

In terms of a judgment of the above Honourable Court dated the 2nd February 2001 a sale in execution will be held on Wednesday, the 25th April 2001 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, at 10h00, to the highest bidder without reserve:

Erf 430, Klaarwater, Registration Division FT, in the Inner West City Council Area, Province of KwaZulu-Natal, in extent four hundred and twenty-three (423) square metres, held by Deed of Transfer No. TL151/1996.

Physical address: 430 Ndlovu Street, Klaarwater, Pinetown.

The following information is furnished but not guaranteed: Block and asbestos dwelling comprising of 2 bedrooms, lounge, bathroom and toilet, kitchen (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court at Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 15th day of March 2001.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban, 4001. (Docex No. 27.) (Tel. 304-3433.) (Ref. Mrs Radford/mg/S0026/531.)

Case No. 3326/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and SITHARAM SUBLAL N.O., First Defendant, GIRWARPER-SADII BRIJMOHAN, Second Defendant, SANITA BRIJMOHAN, Third Defendant, CHOONILALL SUBLAL, Fourth Defendant, and KASHIRADEVI SUBLAL, Fifth Defendant

In execution of a judgment granted by the above Honourable Court dated 21 June 2000, in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Durban North, on the steps of the High Court, Masonic Grove, Durban, on 19 April 2001 at 12:00, to the highest bidder without reserve, namely:

Formerly described as: Sub. 7 of Lot 4541, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 360 square metres, held by the Late Sonmathie Brijmohan under Deed of Transfer T10591/93.

Now described as: Portion 7 of Erf 4541, Reservoir Hills, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 1 360 square metres held under Certificate of Registered Title T18444/97, which property is physically situated at 351 McLarty Road, Reservoir Hills, KwaZulu-Natal, and which property is held by the Late Sonmathie Brijmohan.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile dwelling comprising lounge, dining-room, kitchen, three bedrooms, bathroom/w.c. and two basement rooms. Outbuildings: Kitchen, lounge, two bedrooms and shower/w.c.

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

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Durban North, 15 Milne Street, Durban, and at the offices of David Gardyne & Partners, Eighth Floor, 78 Field Street, Durban.

Dated at Durban this 15th day of March 2001.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/RD/GAL4041.)

Case No. 8160/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and NOMBULELO EUNICE ZIBOBO N.O., Defendant

In execution of a judgment granted by the above Honourable Court dated on 4 December 2000, in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Umlazi, at the south entrance to the Magistrate's Court, Umlazi, on 18 April 2001 at 10:00, to the highest bidder without reserve, namely:

Formerly described as: Ownership Unit 1164, Umlazi B, Registration Division FT, Durban Entity, Province of KwaZulu-Natal, in extent 325 square metres held under Deed of Grant TG240/81(KZ).

Now described as: Site 1164, Umlazi B, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 325 square metres, which property is physically situated at B1164 Umlazi, KwaZulu-Natal, and which property is held by the Late Nontembiso Pricila Ndlaku, under and by virtue of Deed of Grant TG240/81(KZ).

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under asbestos dwelling comprising lounge, two bedrooms, kitchen, bathroom and toilet.

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

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Umlazi, V1030, Room 4, Umlazi, and at the offices of David Gardyne & Partners, Eighth Floor, 78 Field Street, Durban.

Dated at Durban this 14th day of March 2001.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/RD/GAL4748.)

Case No. 322/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and ALLEN CULVERWELL, Defendant

The undermentioned proerty will be sold in execution at the front entrance to the Magistrate's Court Building at King Shaka Street, kwaDuguza/Stanger, KwaZulu-Natal, on 20 April 2001 at 10:00:

Sub. 151 (of 80) of Lot 2, No. 1673, situated in the Zinkwazi Beach Health Committee Area, Administrative District of KwaZulu-Natal, in extent 1 023 square metres, held under Deed of Transfer T10692/97.

The property is situated at 55 Panorama Drive, Zinkwazi Beach, KwaZulu-Natal, and is improved by a face brick under tile double-storey dwelling-house consisting of:

Downstairs: Double garage, store-room, toilet, lounge with wall to wall carpet, entertainment room with bar, bedroom with en-suite, bic and wall to wall carpet and one room; and

Upstairs: Lounge with wall to wall carpet, dining-room with wall to wall carpet, toilet with tiled floor and walls, kitchen with bic and tiled floor and walls, laundry, three bedrooms (main en suite and dressing-room), all with bic and wall to wall carpets, bathroom with tiled floor and walls and three balconies.

Servants' quarters—bathroom, kitchen, bedroom with bic and wall to wall carpet.

Swimming-pool.

The full conditions of sale may be inspected at the offices of the Sheriff, 116 King Shaka Street, kwaDuguza/Stanger, KwaZulu-Natal.

Dated at Pietermartizburg this 19th day of March 2001.

Tatham, Wilkes & Company, Plaintiff's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. H. M. Drummond/A9.)

Case No. 7026/00

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

In the matter between THE STANDARD BANK OF SA LTD, Plaintiff, and JONATHAN MARK MASON, First Defendant, and MONICA JANE MASON, Second Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 24 April 2001 at 11:00, at the front steps, Magistrate's Court, Empangeni:

- 1. (a) Deeds office description: Lot 2850, Empangeni (Extension 23), situated in the Empangeni/Ngwelezane Transitional Local Council Area, Province of KwaZulu-Natal, in extent 840 (eight hundred and forty) square metres.
 - (b) Physical address: 58 Sigma Crescent, Empangeni.
- (c) Property description (not warranted to be correct): A residential dwelling comprising of two bedrooms, living-room, kitchen and bathroom/toilet. The property is fully electrified and on main sewerage.

The property is zoned Residential.

2. The conditions of sale may be inspected at the Sheriff's Office, Davidsons Chambers, Union Street, Empangeni.

Truter James De Ridder Inc., Lincoln's Inn, 1 Victoria Lane, Empangeni. (Ref. Mr de Ridder/aeh/214/00-01/SAV7/214.)

Case No. 1481/00

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

In the matter between ITHALA DEVELOPMENT FINANCE CORP. LTD, Plaintiff, and BRIAN SIBUSISO GCABASHE, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 25 April 2001 at 11:00, at 70 Main Street, Eshowe:

- 1. (a) Deeds office description: Ownership Unit 1499-B, Sundumbili Township, Registration Division FU, situated in the Mandini Transitional Local Council Area, Province of KwaZulu-Natal, in extent 308 (three hundred and eight) square metres.
 - (b) Physical address: Unit No. 1499-B Sundumbili.

- (c) Property description (not warranted to be correct): Block under asbestos roof dwelling comprising lounge, kitchen, two bedrooms and shower/toilet combined.
 - 2. The conditions of sale may be inspected at the Sheriff's Office, 70 Main Street, Eshowe.

Truter James De Ridder Inc., Lincoln's Inn, 1 Victoria Lane, Empangeni. (Ref. HDR/aeh/304/00-05/l437/304.)

Case No. 3607/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and HAYLEY GENEVER-STUART N.O., First Defendant, SHANE OOSTHUYZEN N.O., Second Defendant, and SHAUN GILBERT HORNBY N.O., Third Defendant

1. The following property shall be sold by the Sheriff for the High Court, Pinetown, on 25 April 2001 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder without reserve:

Portion 1 of Erf 53 Crestview, Registration Division FT, in the Outer West Local Council Area, Province of KwaZulu-Natal, in extent 1 667 (one thousand six hundred and sixty-seven) square metres held by the above-mentioned Defendants in their capacities as Trustees of The Chipmunks Trust No. IT2857/97, and having physical address at 53 Rainbow Drive, Crestview, Waterfall, KwaZulu-Natal, and which, without anything being warranted thereby, is zoned Residential.

Property is vacant land.

2. The sale is voetstoots and the successful bidder is to pay on conclusion of the sale in cash or by bank-guaranteed cheque a deposit of 10% of the price, plus the Sheriff's charges (being 5% on the first R30 000 of the price and 3% on the balance, plus VAT). The full conditions of sale may be inspected at the offices of the said Sheriff at 62 Caversham Road, Pinetown, 3610.

Dated at Durban this 14th day of March 2001.

W. N. Mann, for John Koch & Company, Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. WNM/ES/F3295.)

Case No. 2438/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DEENADAYALAN MOODLEY, First Defendant, and GONASUNDREE MOODLEY, Second Defendant

In terms of a judgment of the above Honourable Court dated 14 April 2000, a sale in execution will be held on 24 April 2001 at 10:00, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder without reserve:

Portion 518 (of 255), of Erf 106, Chatsworth, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent of 185 (one hundred and eighty-five) square metres, held by Deed of Transfer T16159/1990.

Physical address: 168 Florence Nightingale Drive, Westcliff, Chatsworth.

Improvements: The following information is furnished but not guaranteed: Semi-detached double-storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen, toilet and bathroom. Outbuilding: Room kitchen and toilet/bathroom. Property—fenced.

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

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

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

Dated at Durban this 21st day of February 2001.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Van Huyssteen/N0183/794/MM.)

Case No. 822/2000

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

In the matter between THE OUTER WEST LOCAL COUNCIL, Plaintiff, and M. J. ATKINSON, First Defendant, and J. J. ATKINSON, Second Defendant

In pursuance of a judgment in the above action immovable property listed hereunder shall be sold in execution to the highest bidder on 20 April 2001 at 11:00, at the Sheriff's Sales Room, 1 Ridge Road, Cato Ridge (opposite the Cato Ridge Library):

Description: Erf 141, Monteseel, Registration Division FT, situated in the Outer West Local Council Area, Province of KwaZulu-Natal, in extent of 2 763 square metres, held by Deed of Transfer T36157/96KZ.

Physical address: 2 Otto Street, Monteseel, Inchanga.

Improvements: Vacant land.

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

Dickinson & Theunissen, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

Case No. 3323/95

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

In the matter between BOE BANK LIMITED, Execution Creditor, and DUDUZILE FAITH MLABA, Execution Debtor

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 11 August 1995, Lot 12313 (Ext. 71), 17 Napier Place, Newcastle, situated in the Newcastle Transitional Local Council Area, Administrative District of Newcastle, Province of KwaZulu-Natal, measuring 923 (nine hundred and twenty-three) square metres, will be sold in execution on 18 April 2001 at 10:00, at the Magistrate's Court, Newcastle:

The property is improved but nothing is guaranteed.

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

The conditions are mainly the following:

- (1) The purchase price is payable by 10% in cash immediately and the unpaid balance, together with interest thereupon at the rate of 18.25.00% subject to variation in terms of the rates charged by the Plaintiff from time to time, reckoned from the date of the sale, shall be paid or secured by a bank guarantee within 14 (fourteen) days after date of sale.
 - (2) The property is sold voetstoots and subject to the conditions of the title deed.

Dated at Newcastle this 26th day of February 2001.

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

Case No. 1190/97

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and HENDRIK GERHARDUS BOTHA, First Defendant, and SONNETTE YVONNE BOTHA, Second Defendant

In pursuance of a judgment granted on 22 April 1997, in the above Court, and a Writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in Execution, to the highest bidder on 19 April 2001 at 11h00, at the Magistrate's Court, Empangeni.

- 1. (a) Deeds office description.
- (1) A unit consisting of-
- (a) Section No. 28, as shown and more fully described on Sectional Plan No. SS43/1993, in the scheme known as The Palms Flats, in respect of the land and building or buildings, situated at Local Authority Richards Bay, of which the floor area, according to the said sectional plan, is 62 (sixty-two) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No. ST11739/93.

- (2) An exclusive use area described as Carport No. C28, measuring 14 (fourteen) square metres, being as such part of the common property, comprising the land and the scheme known as The Palms Flats, in respect of the land and building or buildings, situated at the Local Authority Richards Bay, as shown and more fully described on Sectional Plan No. SS43/1993, held under Notarial Deed of Cession No. SK2134/93.
- (3) An exclusive use area described as Garden No. G23, measuring 26 (twenty-six) square metres, being as such part of the common property, comprising the land and the scheme known as The Palms Flats, in respect of the land and building or buildings, situated at the Local Authority Richards Bay, as shown and more fully described on Sectional Plan No. SS43/1993, held under Notarial Deed of Cession No. SK2134/93.
- (4) An exclusive use area described as Yard No. Y16, measuring 6 (six) square metres, being as such part of the common property, comprising the land and the scheme known as The Palms Flats, in respect of the land and building or buildings, situated at the Local Authority Richards Bay, as shown and more fully described on Sectional Plan No. SS43/1993, held under Notarial Deed of Cession No. SK2134/93.
 - (b) Street address: No. 28, The Palms, Meerensee, Richards Bay.
- (c) Improvements (not warranted to be correct): A flat consisting of a lounge, open plan kitchen, two bedrooms, bathroom with toilet and a carport.
- (d) Zoning/Special privileges or exemptions (not warranted to be correct): Special Residential Zoning, no special privileges or exemptions.
- 2. The Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court, First Floor, Davidson's Chambers, Union Street, Empangeni.
 - 3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni on this 20th day of March 2001.

Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/ha/09/F9003/01.)

Case No. 1851/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DEE'S PROPERTY HOLDINGS CC, No. CK89/09298/23, First Defendant, NARESH DEONARAIN, Second Defendant, and UMADEVI DEONARAIN, Third Defendant

In terms of a judgment of the above Honourable Court dated 29 March 2000, a sale in execution will be held on 24 April 2001 at 10h00, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, without reserve:

Portion 95 of Erf 3, Chatsworth, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent of 1 109 (one thousand one hundred and nine square metres), held by Deed of Transfer No. T11914/1991.

Physical address: 103 Robin Street, Kharswastan.

Improvements: The following information is furnished but not guaranteed: Vacant land.

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

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

The aforesaid sale shall be subject to the Conditions of Sale which may be inspected at the office of the Sheriff of the High Court, Chatsworth, 7 Highway Place, Mobeni Heights, Chatsworth.

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

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street. (Ref. Mrs Van Huyssteen/N0183/763/MM.)

Case No. 9857/99

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

In the matter between THE OUTER WEST LOCAL COUNCIL, Plaintiff, and J. H. DAVIES, First Defendant, and S. L. DAVIES, Second Defendant

In pursuance of a Judgment in the above action immovable property listed hereunder shall be sold in execution to the highest bidder on 18 April 2001, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown, at 10h00:

Description: Erf 2, Chelmsfordville, Registration Division FT, situated in the Outer West, Local Council Area, Province of KwaZulu-Natal, in extent 7 114 square metres, held by Deed of Transfer No. T21484/92 KZ.

Physical address: 19 Sandra Place, Gillitts.

Improvements: Single level brick dwelling under tile, comprising of 3 bedrooms, bathroom/toilet, lounge, diningroom, kitchen, double garage, precast fencing, concrete driveway and steel sliding gates.

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

Case No. 608

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

In the matter between UGU REGIONAL COUNCIL, Execution Creditor, and A. M. VAN ZYL, Execution Creditor

In pursuance of a Judgment granted on 28 February 2000, in the Court of the Magistrate in Port Shepstone, and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 20 April 2001 at 11h00, in front of the Magistrate's Court, Port Shepstone, to the highest bidder.

Description: A certain piece of land being: Erf 94, Leisure Bay, Registration Division ET, situated in the Umtavuna Port Edward Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 1 027 (one thousand and twenty-seven) square metres, held under Deed of Transfer No. T30810/1988.

Improvements: Vacant stand.

Town planning Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

- 1. The Sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
- 2. The Purchaser shall pay a deposit of 10% (ten per centum) in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a Bank or Building Society Guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court, Sheriff within fourteen (14) days after the date of sale.
- 3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title of law.

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

Dated at Margate on this 27th day of February 2001.

W. G. Robinson, for Kent Robinson du Plessis Inc., Lot 3159, Boyes Lane; PO Box 1034, Margate, 4275. (Ref. Colls/NM/U40.)

Case No. 853/99

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

In the matter between BODY CORPORATE UVONGO SANDS, Execution Creditor, and J. J. LOUW, First Execution Debtor, and E. D. LOUW, Second Execution Debtor

In pursuance of a Judgment granted by the above Honourable Court on 15 May 2000, a Warrant of Execution issued pursuant thereto, the undermentioned immovable property will be sold by Public Auction to the highest bidder by the Sheriff of the Magistrate's Court in front of the Magistrate's Court, Port Shepstone, at 11h00, on 20 April 2001, namely:

Section 6, Unit 7, Uvongo Sands, 82 Collin Street, Uvongo.

Material conditions of sale:

- 1.1 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of sale into the Trust account of the Sheriff of the Magistrate's Court.
- 1.2 The balance of the purchase price, shall be paid against transfer and be secured by a bank or building society guarantee, to be approved by Plaintiff's Conveyancers and to be furnished to the Plaintiff's Conveyancers within 15 (fifteen) days after the date of sale.
- The purchaser shall pay auctioneer's charges on the day of sale and in addition, transfer duties, costs of transfer, and arrear levies, taxes and other charges up to the date of transfer necessary to affect transfer, upon request by the Conveyancers for the Plaintiff.
- 3. The property may be taken possession of immediately after payment of the initial deposit, and shall after such deposit be at the risk and profit of the purchaser.
- 4. The property is sold as represented by the Sectional Plan and Sectional Title Deeds, the Sheriff of the Magistrate's Court not holding himself liable for any deficiency that may be found to exist and renouncing all excess. The property is also sold subject to tall servitudes and conditions specified in the Deed of Transfer.
- W. G. Robinson, for Kent Robinson du Plessis Inc., Plaintiff's Attorneys, Lot 3159, Boyes Lane; P O Box 1034, Margate, 4275. [Tel. (039) 317-3196.] (Ref. WGR/nm/U8 31U018002.)

Case No. 9802/00

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

In the matter between M. MOODLEY, Plaintiff, and R. NAIDU, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown held at Pinetown in the abovementioned case, and by virtue of a writ of execution issued thereon, the undermentioned property described hereunder will be sold by public auction to the highest bidder at the Sheriff, Pinetown's Office and Sales Room, at front entrance, Magistrates' Court, 22 Chancery Lane, Pinetown, on Wednesday, 25 April 2001 at 10h00:

Description: Erf 1117, Reservoir Hills (Extension 4), Registration Division FT, situate in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 929 (nine hundred and twenty nine) square metres.

Street address: 191 Battersea Avenue, Reservoir Hills.

Improvements: Two level brick under tile dwelling, lounge, diningroom, study, kitchen, pantry, seven bedrooms (3 x BIC), M.E.S., two bathrooms with toilets and double garage.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for Rands and no bids of less than one hundred rand (R100,00) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Court act and the rules made thereunder.

- 1. The purchaser shall pay a deposit of ten percent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.
- 2. The purchaser shall be liable for payment of interest at the rate of 15,5% per annum to the Execution Creditor, and to the bond holder at the prevailing bond rate of interest per annum on the respective amounts of the awards in the plan of distribution from the date of sale to date of transfer, both days inclusive.
- 3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attornesy.
 - 4. The property and the improvements thereon are sold "voetstoots" and without any warranties.
- 5. The full conditions of sale may be inspected at the office of the Sheriff, Pinetown at No. 2 Samkit Centre, 62 Caversham Road, Pinetown, (Tel. 7025211.)

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, cnr Smith & Field Streets, Durban; c/o Sarah Pugsley & Associates, Suite 1B, 92 Crompton Street, Pinetown. (Ref. G.M. Bernstein/M238/28M009001.)

Case No. 74/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DAN SIPHIWE BUTHELEZI, Defendant

In pursuance of a judgment granted on the 26 February 1996 in the Magistrate's Court for the District of Durban and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on 20 April 2001 at 10h00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Site 550, KwaMashu D, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent two hundred and sixty (260) square metres, held under Deed of Grant No. TG912/1980KZ.

Street address: Unit 550, KwaMashu-D, KwaMashu.

Improvements: Brick plastered under asbestos roof dwelling consisting of 2 bedrooms, lounge, kitchen, toilet & bath (outside), water and lights facilities.

Zoning: Special Residential (nothing guaranteed).

- 1. The property and the improvements thereon are sold "voetstoots" and without any warranties.
- 2. The purchaser shall pay 10% of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.
 - 3. The full conditions of sale may be inspected at the office of the Sheriff's Office,1st Floor, 12 Groom Street, Verulam. Dated at Durban this 14th day of March 2001.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, Cnr Smith & Field Streets, Durban. (Tel. 327-4012.) (Ref. Mr Pentecost/cg.)

Case No. 11493/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRSTRAND BANK LTD, Plaintiff, and MICHAEL LOUIS STAFFORD-MEYER, Defendant

1. The following property shall be sold by the Sheriff for the High Court, Inanda 2 on the 23rd day of April 2001 at 09h00, outside the entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Portion 1 of Lot 65, Glen Anil, Registration Division FU, in the North Local Council Area, Province of KwaZulu-Natal, in extent one thousand and fifty-six (1 056) square metres, held by Defendant under Deed of Transfer No. T21710/93 and having physical address at 45 Glen Anil Street, Glen Anil, KwaZulu-Natal, and which, without anything being warranted thereby, is zoned special residential and is improved by a dwelling comprising, entrance hall, lounge, pub, family room, dining room, study, fitted kitchen, 3 big bedrooms, bathroom/w.c., w.c./shower, swimming pool, 2 w.c.'s, dressing room, 2 garages and outside w.c./shower.

2. The sale is voetstoots and the successful bidder is to pay on conclusion of the sale in cash or by bank guaranteed cheque a deposit of 10% of the price, plus the Sheriff's charges, (being 5% on the first R30 000,00 of the price and 3% on the balance, plus VAT). The full conditions of sale may be inspected at the office of the Sheriff, Inanda 2, 1 Trevennen Road, Lotusville, Verulam. (Tel. 0325-337387.)

Dated at Durban this 14th day of March 2001.

W N Mann, for John Koch & Company, Plaintiff's Attorneys, Suite 709, 7th Floor, First National Bank Building, Cnr. Smith and Field Streets, Durban. (Ref. WNM/ES/F3244.)

Case No. 13756/2000

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

In the matter between ABSA BANK LIMITED (86/04794/06), Execution Creditor, and Mr ANILKUMAR SREEPATH, Execution Debtor

In terms of a judgment of the above Honourable Court dated the 11th January 2001, a sale in execution will be held on Friday, the 20th April 2001 at 10h00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder without reserve:

Lot 1568, Foresthaven, situate in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 287 (two hundred and eighty seven) square metres.

Physical address: 18 Starhaven Place, Foresthaven, Phoenix.

The following information is furnished but not guaranteed: Brick under tile single storey semi-detached dwelling consisting of entrance hall, 3 bedrooms, lounge, diningroom, kitchen, bathroom and separate toilet.

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the Magistrate's Court, or at our offices.

Dated at Durban this 12 March 2001.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; PO Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2437/Ms Meyer.)

Case No. 1272/2000

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

In the matter between ABSA BANK LIMITED (86/04794/06), Execution Creditor, and Mr DALISU NATHAN NGCOBO, 1st Execution Debtor, and Mrs ZODWA ELIZABETH NGCOBO, 2nd Execution Debtor

In terms of a judgment of the above Honourable Court dated the 19th October 2000, a sale in execution will be held on Wednesday, the 25th April 2001 at 10h00, at the south entrance to the Magistrates Court, Umlazi (the conditions of sale may be inspected at the Sheriff's Office, V1030, Room 4, Umlazi, to the highest bidder without reserve:

Ownership Unit No. 100, in extent 348 (three hundred and forty eight) square metres, situate in the Township of Umlazi, Unit No. 13, District of Umlazi,

Physical address: N 100, Umlazi.

The following information is furnished but not guaranteed: Brick under asbestos dwelling consisting of 2 bedrooms, lounge, kitchen and shower/toilet.

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the Magistrate's Court, V 1030, Room 4, Umlazi, or at our offices.

Dated at Durban this 12 March 2001.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; PO Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2393/Ms Meyer.)

Case No. 321/2000

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

In the matter between ESTCOURT/WEMBEZI TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and IVAN SNYMAN CC, Execution Debtor

Pursuant to a judgment in the Court of the Magistrate of Estcourt and writ of execution dated 11/5/2000 and re-issued, on the 20/6/2000 and the 29/8/2000 the following property listed hereunder will be sold in execution on Thursday, 26th April 2001 at 10am, in front of the Magistrate's Court, Albert Street, Estcourt, to the highest bidder without reserve:

Erf 1612, Estcourt (Extension 13), Registration Division FS, in the Umtshezi Municipality, previously Estcourt/Wembezi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1,4076 hectares, situated at 4 Bank Road, Estcourt, held under Deed of Transfer T7586/1998.

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

Improvements: Vacant plot.

Material conditions:

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

Dated: 8th March 2001.

Lombard - Badenhorst Inc., Attorneys for Execution Creditor, P O Box 18, 81 Harding Street, Estcourt. (Tel. 036 3523133.)

Case No. 5076/96

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

In the matter between ABSA BANK LIMITED (Number 86/04794/06), Plaintiff, and Mrs DOROTHY ULYATE, 1st Defendant, and Mr GUY LESLIE ULYATE, 2nd Defendant

In terms of a judgment of the above Honourable Court dated 7th October 1996, a sale in execution will be held at 12h00 on 19th April 2001 at on the steps of the High Court, Masonic Grove, Durban, to the highest bidder without reserve:

Lot 154 of 69 of 12 No. 1548, situate in the City of Durban, County of Victoria, Province of Natal, in extent 2 064 (two thousand and sixty four) square metres.

Now known as: Sub 154 of Lot 944, Durban North, situate in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 2 064 (two thousand and sixty four) square metres, by virtue of Deed of Transfer No. T81/1981.

Physical address: 29 Gainsborough Drive, Durban.

The following information is furnished but not guaranteed: Brick under tile dwelling consisting of lounge, diningroom, kitchen, 4 bedrooms, study, bathroom/toilet, bathroom/toilet, shower/toilet, double garage, utility room and toilet/shower.

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

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

Dated at Durban this 7th March 2001.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; PO Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/882/Ms Meyer.)

Case No. 8201/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SA LIMITED, Plaintiff, and NAVENDRAN NAIDOO N.O., First Defendant, and NAVENDRAN NAIDOO, Second Defendant

In terms of a judgment of the above Honourable Court a sale in execution will be held on the steps of the High Court, Masonic Grove, Durban, at 12:00 am on Thursday, the 19th April 2001, to the highest bidder without reserve:

Section No. 15 as shown and more fully described on Sectional Plan No. SS108/91, in the scheme known as "Ashren Park" in respect of the land and building or buildings situate at Durban, Local Authority Durban, of which section the floor area, according to the said sectional plan is 120 (one hundred and twenty) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST09981/95.

Physical address: 11/25 Firwood Road, Greenwood Park, Natal.

Zoning: Special Residential.

The property consists of the following: Sectional title unit comprising lounge, dining room, 3 bedrooms, 2 bathrooms, 2 toilets, kitchen and verandah. Outbuildings comprise garage.

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

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

Dated at Durban this 8th day of March 2001.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J A Allan/S.15946/Dorette.)

Case No. 2390/94

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and DORIS MANQELE, Execution Debtor

The following property will be sold in execution at 10H00 on the 25th April 2001 at the South Entrance to the Magistrate's Court, Umlazi, namely:

Ownership Unit No. Z 2121 in the Township of Umlazi in the District of Umlazi, as more fully shown on General Plan No. PB 277/1987 held under Deed of Grant No. G004132.88, in extent 450 square metres.

Postal address: Ownership Unit No. Z 2121, Umlazi.

Improvements: The property is improved, without anything being warranted by: A brick/block plastered under tile roof dwelling consisting of 3 bedrooms, 2 bathrooms, dining-room, lounge and kitchen.

The material terms are 10% deposit, balance guaranteed within 14 days of sale. The full conditions can be inspected at the offices of the Sheriff, V 1030, Room 4, Umlazi, or Meumann White. (Ref. Ms Davey/vdg/lq/027238.)

Dated at Berea this 6th day of March 2001.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefields House, 150 Essenwood Road, Berea, Durban,

Case No. 3873/98

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

BOE BANK LIMITED (Reg. No. 51/00847/06), Execution Creditor, and MOHAMED AMEEN ABDULLA, Execution Debtor

In pursuance of a judgment in the above Court and writ of execution dated 27 November 2000, the immovable property listed hereunder will be sold in execution on Friday, 20 April 2001 at 11:00, by the Magistrate's Court, Sheriff, Pietermaritzburg, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale to be read out by the auctioneer:

Portion 142 of the farm Newholme No. 14357, Registration Division FT in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 453 (four hundred and fifty three) square metres, situated at 47 Berea Crescent, Newholmes, Pietermaritzburg, held by Execution Debtor under Deed of Transfer No. T 31252/1995.

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

Zoning: Special Residential.

Improvements: A double storey freestanding dwelling constructed of brick under tile, consisting of a lounge, dining-room, kitchen, scullery, 4 bedrooms, 2 bathrooms, shower, 2 toilets, with outbuildings constructed of brick under tile, consisting of garage, servants' quarters, storeroom and toilet.

- 1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission, in cash, immediately after the sale; and the balance with interest against transfer, to be secured by a bank or building society guarantee to be furnished to, and approved by, the Plaintiff's attorneys within 14 days after the sale.
- 2. The purchaser shall pay all transfer dues, transfer duty, and/or value-added tax, current and/or arrear rates/levies and other necessary charges to effect transfer on request by the Plaintiff's attorneys.
- 3. The full conditions of sale, which may be inspected at the office of the Magistrate's Court, Sheriff, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 8th day of March 2001.

Venn, Nemeth & Hart Inc., Execution Creditor's Attorney.

Case No. 9107/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and EDMUND THEMBA DLAMINI, Defendant

In terms of a judgment of the above Honourable Court dated the 18 December 2000 a sale in execution will be held on 18 April 2000 at 10h00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder without reserve:

Description: Site No. 5931, Kwandengezi A, Registration Division FT, situated in the Inner West City Council, Province of KwaZulu-Natal, in extent six hundred and thirty four (634) square metres, held under Deed of Grant No. TG 1744/1984 KZ.

Physical address: 5931A, Kwandengezi.

The following information is furnished but not guaranteed:

Improvements: Brick under tile roof dwelling consisting of 3 bedrooms, bathroom, toilet and kitchen.

The sale shall be subject to the terms and conditions of the High Court and the Rules made thereunder and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of sale may be inspected at the office of the Sheriff, Pinetown at No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 2nd day of March 2001.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, cnr Smit & Field Streets, Durban. (Tel. 327-4012.) (Ref. Mr G A Pentecost/CG.)

Case No. 492/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

BOE BANK LIMITED versus LEONARD PATRICK FAYERS and WINNIE LYNETTE FAYERS

The following property will be sold in execution at The Cutty Sark Hotel, Starboard Conference room, Scottburgh on 20th April 2001 at 10H00:

Lot 29, Jfafi, situated in the Development Area of Ifafa Beach and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 411 square metres.

Postal address: 29 Leuchards Drive, Ifafa Beach.

Improvements: Brick and plaster dwelling consisting of entrance hall, sunken lounge, dining-room, bathroom with bath, basin and toilet, kitchen with built-in stove and eye level oven and hob, scullery/laundry, small pantry, 2 bedrooms. Outbuilding: Double garage, flatlet with bathroom.

Material terms: 10% deposit, balance guaranteed within 14 days of sale. The full conditions can be inspected at Sheriff's Offices 67 Williamson Street, Scottburgh or Meumann White.

Dated at Berea this 6th day of March 2001.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefield House, 150 Essenwood Road, Berea. (Ref. MCD/VDG/LG/058179.)

Case No. 2559/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between STANDARD BANK OF SA LIMITED, Plaintiff, and MCLARTY INVESTMENTS CC, First Defendant, and POOBALAN LUTCHMANA NAIDOO, Second Defendant

In terms of a judgment of the above Honourable Court dated the 25 January 2000 a sale in execution will be held on Wednesday, the 25th April 2001 at 10h00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder without reserve:

Erf 2603, Reservoir Hills Extension 7, Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent six hundred and ninety seven (697) square metres. Held by Deed of Transfer T9637/1993.

Physical address: 188 McLarty Road, Reservoir Hills.

Improvements: The following information is furnished but not guaranteed: 2 level brick under tile dwelling consisting of lounge, dining-room, kitchen, 9 bedrooms, 3 bathrooms with toilets. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 7th day of March 2001.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Radford/mg/S0932/276.)

Case No. 1107/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and JAN GIDEON GROBLER, First Defendant, and BRONWYN ANN GROBLER, Second Defendant

In terms of a judgment of the above Honourable Court dated the 14 April 2000 a sale in execution will be held on 19 April 2001 at 10h00, at 8th Floor, Maritime House, Salmon Grove No. 1, Durban, to the highest bidder without reserve:

Portion 4 of Erf 1794, Wentworth, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent of 1302 (one thousand three hundred and two) square metres, held by Deed of Transfer T38771/1997.

Physical address: 114 Hignett Road, Brighton Beach, Bluff.

Improvements: The following information is furnished but not guaranteed: A brick under asbestos tile dwelling comprising of entrance hall, lounge, dining-room, 3 bedrooms, kitchen, bathroom, shower, seperate toilet and double garage. Granny Flat: lounge, kitchen, bedroom and bathroom/toilet. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

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

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

Dated at Durban on this 7th day of March 2001.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Van Huyssteen/A0483/60/MM.)

Case No. 7991/92

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and PAUL DANIEL, First Defendant, and ABIGAIL DANIEL, Second Defendant, and GLADSTONE REUBEN, Third Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held on the steps of the High Court, Masonic Grove, Durban, at 12h00 on Thursday, the 19th April 2001 to the highest bidder without reserve.

Rem of Sub 1 of Lot 152, Duiker Fontein, situate in the City of Durban, Administrative District of Natal, in extent 730 (seven hundred and thirty) square metres, held under Deed of Transfer No. T15615/87.

Physical Address: 33 Tweed Road, Greenwood Park, Natal.

Zoning: Special Residential.

The property consists of the following: Double storey brick under tile roof dwelling, comprising of: *Downstairs:* Front verandah, entrance hall, sunken lounge, open diningroom, kitchen (tiled), passage, 6 bedrooms (1 en-suite), TV room, semi-tiled kitchen, semi-tiled bathroom with toilet, fully tiled toilet with shower, fully tiled bathroom, side verandah (tiled floor).

Upstairs: Bedroom (en-suite), dressingroom and verandah.

The house has burglar guards, security gates, a precast wall around the house, paved driveway and maid's quarters. There is also a swimming pool and a pool deck. Nothing in this regard is guaranteed and the property is sold voetstoots.

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

Dated at Durban this 5th day of March 2001.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref: Mr J A Allan/S.5683/Sandra.)

Case No. 6437/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and GERT PETRUS JACOBUS SINGLETON, Defendant

1. The following property shall be sold by the Sheriff for the High Court, Durban South, on the 19th day of April 2001 at 10h00, 8th Floor, Maritime House, 143 Salmon Grove, Durban, to the highest bidder, without reserve:

Portion 1 of Erf 506, Bluff, Registration Division FU, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 919 square metres held under Deed of Transfer No. T38237/97 and having physical address at 65 Brixham Avenue, Bluff, Durban, KwaZulu-Natal and which, without anything being warranted thereby, is zoned Special Residential and is improved by a dwelling comprising lounge, dining room, kitchen, 4 bedrooms, bathroom/sh/w.c., bath, w.c., dressing room, patio, garage, servants room, laundry, w.c. and shower, swimming pool.

2. The sale is voetstoots and the successful bidder is to pay on conclusion of the sale in cash or by bank guaranteed cheque a deposit of 10% of the price, plus the Sheriff's charges (being 5% on the first R30 000,00 of the price and 3% on the balance, plus VAT). The full conditions of sale may be inspected at the office of the said Sheriff at 101 Lejaton, 40 St Georges Street, Durban.

Dated at Durban this 6th day of March 2001.

W N Mann, for John Koch & Company, Plaintiff's Attorney, Suite 709, 7th Floor, First National Bank Building, cnr Smith and Field Streets, Durban. (Ref: WNM/ES/F3102.)

Case Number: 1851/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and DEE'S PROPERTY HOLDINGS CC (No. CK89/09298/23), First Defendant, NARESH DEONARAIN, Second Defendant, and UMADEVI DEONARAIN, Third Defendant

In terms of a judgment of the above Honourable Court dated the 29 March 2000, a sale in execution will be held on 10 April 2001 at 10H00, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, without reserve:

Portion 95 of Erf 3, Chatsworth, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent of 1 109 (one thousand one hundred and nine square metres), held by Deed of Transfer No. T11914/1991.

Physical address: 103 Robin Street, Kharwastan.

Improvements: The following information is furnished but not guaranteed: Vacant land (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

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

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

Dated at Durban this 21st day of February 2001.

D H Botha, for Strauss Daly Inc, Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street. (Ref.: Mrs van Huyssteen/N0183/763/MM.)

Case No. 2438/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DEENADAYALAN MOODLEY, First Defendant, and GONASUNDREE MOODLEY, Second Defendant

In terms of a judgment of the above Honourable Court dated the 14 April 2000, a sale in execution will be held on 10 April 2001 at 10h00, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, highest bidder without reserve:

Portion 518 (of 255) of Erf 106, Chatsworth, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent of 185 (one hundred and eighty five) square metres, held by Deed of Transfer No. T16159/1990.

Physical address: 168 Florence Nightingale Drive, Westcliff, Chatsworth.

Improvements: The following information is furnished but not guaranteed: Semi-detached double storey block under asbestos roof dwelling comprising of 2 bedrooms, lounge, kitchen, toilet and bathroom. Outbuildings: Room, kitchen and toilet/bathroom. Property-fenced.

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

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

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

Dated at Durban this 21st day of February 2001.

D H Botha, for Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street. (Ref. Mrs Van Huyssteen/N0183/794/MM.)

Case No. 1698/2000

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Execution Creditor, and MBONGENI SIMELANE, First Execution Debtor, and THOKOZILE ANGELINE SIMELANE, Second Execution Debtor

In pursuance of a judgment granted on the 5th October 2000, in the Magistrate's Court for the District of Eshowe, held at Eshowe and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Wednesday, the 25th April 2001 at the Sheriff's Offices which are situated at No. 70 Main Street, Eshowe, at 11h00:

Description: Erf 1460, Sundumbili B, Registration Division FU, situated in the Mandeni Transitional Local Council Area, Province of KwaZulu-Natal, in extent of six hundred and ninety two (692) square metres, held under Deed of Grant No. TG2422/1990 KZ.

Street address: B1460 Sundumbili Township, Mandeni, KwaZulu-Natal.

Improvements: A block under asbestos roof dwelling house consisting of bedroom, lounge, kitchen and toilet/shower. Nothing is guaranteed in respect of such improvements on the property.

Zoning: Residential.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Eshowe, which are situated at No. 70 Main Street, Eshowe.

Dated at Durban this 28th day of February 2001.

Mathe and Zondo Incorporated, Execution Creditor's Attorney, First Floor, Protea House, 332 West Street, Durban, 4001. (Ref. Mr Z.E. Buthelezi/zm/C0015978.)

Case No. 1699/2000

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Execution Creditor, and JIKANE CAIPHAS MTHEMBU, Execution Debtor

In pursuance of a judgment granted on the 5th October 2000, in the Magistrate's Court for the District of Eshowe, held at Eshowe and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Wednesday, the 25th April 2001 at the Sheriff's Offices which are situated at No. 70 Main Street, Eshowe, at 11h00:

Description: Erf 1189, Sundumbili B, Registration Division FU, situated in the Mandeni Transitional Local Council Area, Province of KwaZulu-Natal, in extent of four hundred and ninety six (496) square metres, held under Deed of Grant No. TG2191/1990 KZ.

Street address: B1189 Sundumbili Township, Mandeni, KwaZulu-Natal.

Improvements: A brick under asbestos roof dwelling house consisting of 2 bedrooms, lounge, kitchen and toilet/shower. Nothing is guaranteed in respect of such improvements on the property.

Zoning: Residential.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Eshowe, which are situated at No. 70 Main Street, Eshowe.

Dated at Durban this 28th day of February 2001.

Mathe and Zondo Incorporated, Execution Creditor's Attorney, First Floor, Protea House, 332 West Street, Durban, 4001. (Ref. Mr Z.E. Buthelezi/zm/C0015976.)

Case No. 1701/2000

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Execution Creditor, and VICTOR SIBUSISO NGCOBO, First Execution Debtor, and VIRGINIA FIKILE NGCOBO, Second Execution Debtor

In pursuance of a judgment granted on the 5th October 2000, in the Magistrate's Court for the District of Eshowe, held at Eshowe and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Wednesday, the 25th April 2001 at the Sheriff's Offices which are situated at No. 70 Main Street, Eshowe, at 11h00:

Description: Erf 1901, Sundumbili B, Registration Division FU, situated in the Mandeni Transitional Local Council Area, Province of KwaZulu-Natal, in extent of three hundred and seventy (370) square metres, held under Deed of Grant No. TG6225/1989 KZ.

Street address: B1901 Sundumbili Township, Mandeni, KwaZulu-Natal.

Improvements: A block under asbestos roof dwelling house consisting of bedroom, lounge, kitchen and toilet/shower. Nothing is guaranteed in respect of such improvements on the property.

Zoning: Residential.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Eshowe, which are situated at No. 70 Main Street, Eshowe.

Dated at Durban this 28th day of February 2001.

Mathe and Zondo Incorporated, Execution Creditor's Attorney, First Floor, Protea House, 332 West Street, Durban, 4001. (Ref. Mr Z.E. Buthelezi/zm/C0015981.)

Case No. 1696/2000

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Execution Creditor, and MLUNGISI PETROS NDLOVU, Execution Debtor

In pursuance of a judgment granted on the 5th October 2000, in the Magistrate's Court for the District of Eshowe, held at Eshowe and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Wednesday, the 25th April 2001 at the Sheriff's Offices which are situated at No. 70 Main Street, Eshowe, at 11h00:

Description: Erf 1900, Sundumbili B, Registration Division FU, situated in the Mandeni Transitional Local Council Area, Province of KwaZulu-Natal, in extent of three hundred and eighty (380) square metres, held under Deed of Grant No. TG5025/1989 KZ.

Street address: B1900 Sundumbili Township, Mandeni, KwaZulu-Natal.

Improvements: A block under asbestos roof dwelling house consisting of bedroom, dining room, kitchen and toilet/shower. Nothing is guaranteed in respect of such improvements on the property.

Zoning: Residential.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Eshowe, which are situated at No. 70 Main Street, Eshowe.

Dated at Durban this 23rd day of February 2001.

Mathe and Zondo Incorporated, Execution Creditor's Attorney, First Floor, Protea House, 332 West Street, Durban, 4001. (Ref. Mr Z.E. Buthelezi/zm/C0015978.)

Case No. 9906/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and SHAUN GORDON HARRIS, Defendant

In terms of a judgment of the above Honourable Court dated the 18 November 1999, a sale in execution will be held on 19 April 2001 at 12h00, on the steps of the High Court, Masonic Grove, Durban, to the highest bidder without reserve:

Portion 26 (of 1) of Erf 534, Brickfield, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent 840 (eight hundred and forty) square metres, held by Deed of Transfer No. T29429/1997.

Physical address: 261 Ridge Road, Berea.

Improvements: The following information is furnished but not guaranteed: A brick under tile dwelling comprising of lounge, diningroom, 3 bedrooms, kitchen, entrance hall, bath & wc, bath & wc & shower. Outbuildings: Garage and pool. Flatlet: 2 bedrooms, bath & wc and kitchen.

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

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

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

Dated at Durban this 28 February 2001.

D H Botha, for Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street. (Ref. Mrs Van Huyssteen/A0483/89/MM.)

Case No. 74/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED, Plaintiff, and MARTHA MAGDALENA DE VILLIERS, Defendant

In pursuance of a judgment granted on 12th day of February 2001, in the High Court of South Africa (Durban and Coast Local Division) and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by public auction, to the highest bidder for cash by the Sheriff of the High Court, Port Shepstone, at the steps of the Magistrate's Court, Port Shepstone, on 23rd April 2001 at 10h00, or so soon thereafter as possible:

Address of dwelling: 29 Bond Avenue, Uvongo.

Description: Erf 221, Uvongo, Registration Division ET, situate in the Margate Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 1 034 (one thousand and thirty four) square metres.

Improvements: Single storey dwelling consisting of lounge, dining room, kitchen, 3 bedrooms, 2 bathrooms, shower and 2 toilets and outbuilding coinsisting of garage, servants quarters and toilet.

Material conditions:

- 1. Nothing in the above is guaranteed.
- 2. The sale shall be subject to the terms and conditions of the High Court Act, and the Rules made thereunder.
- 3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the commission plus VAT due to the Sheriff of the High Court (hereinafter referred to as "the Sheriff") immediately after the sale or such extended period as may be agreed with the Sheriff and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys to be furnished to the Sheriff within twenty one (21) days after the date of sale.
- 4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 14,50% per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.
 - 5. The property is to be sold as it stands, that is voetstoots, and without any warranties whatsoever.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Port Shepstone, 16 Bisset Road, Port Shepstone.

Dated at Durban this 23rd day of March 2001.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban. (Ref. J P Cox/MC/N4393)

Case No. 49/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED, Plaintiff, and SIBUSISO DOUGLAS TUSHINI, Defendant

In pursuance of a judgment granted on 12th day of February 2001, in the High Court of South Africa (Durban and Coast Local Division) and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by public auction, to the highest bidder for cash by the Sheriff of the High Court, Port Shepstone, at the steps of the Magistrate's Court, Port Shepstone, on 23rd April 2001 at 10h00, or so soon thereafter as possible:

Address of dwelling: A1652, Galamlakhe Township.

Description: Ownership Unit No. A 1652, situate in the Township of Gamalakhe, in the District if Izingolweni, in extent six hundred and thirty six (636) square metres.

Improvements: Single storey dwelling consisting of lounge, dining room, study, kitchen, 4 bedrooms, 2 bathrooms, 2 showers and 2 toilets.

Material conditions:

- 1. Nothing in the above is guaranteed.
- 2. The sale shall be subject to the terms and conditions of the High Court Act, and the Rules made thereunder.
- 3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the commission plus VAT due to the Sheriff of the High Court (hereinafter referred to as "the Sheriff") immediately after the sale or such extended period as may be agreed with the Sheriff and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys to be furnished to the Sheriff within twenty one (21) days after the date of sale.

- 4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 14,50% per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.
 - 5. The property is to be sold as it stands, that is voetstoots, and without any warranties whatsoever.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Port Shepstone, 16 Bisset Street, Port Shepstone.

Dated at Durban this 23rd day of March 2001.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban. (Ref. J P Cox/MC/N4391.)

Case No. 9518/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED, Plaintiff, and MATTHYS DANIEL FOURIE, First Defendant, and ELISE MARIETA FOURIE. Second Defendant

In pursuance of a judgment granted on 12th day of February 2001, in the High Court of South Africa (Durban and Coast Local Division) and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by public auction, to the highest bidder for cash by the Sheriff of the High Court, Port Shepstone, at the steps of the Magistrate's Court, Port Shepstone, on 23rd April 2001 at 10h00, or so soon thereafter as possible:

Address of dwelling: 1 Golf Course Road, Port Edward.

Description: Erf 196, Port Edward, Registration Division ET, situate in the Umtamvuna/Port Edward Transitional Local Council Area and in the Southern Natal Joint Services Board Area, Province of KwaZulu-Natal, in extent 1 456 (one thousand four hundred and fifty six) square metres.

Improvements: Single storey dwelling consisting of lounge, dining room, kitchen, 5 bedrooms, 2 bathrooms, shower and 3 toilets, outbuilding consisting of a flat consisting of bedroom, kitchen, lounge and ½ bathroom and 2 garages.

Material conditions:

- 1. Nothing in the above is guaranteed.
- 2. The sale shall be subject to the terms and conditions of the High Court Act, and the Rules made thereunder.
- 3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the commission plus VAT due to the Sheriff of the High Court (hereinafter referred to as "the Sheriff") immediately after the sale or such extended period as may be agreed with the Sheriff and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys to be furnished to the Sheriff within twenty one (21) days after the date of sale.
- 4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 14,50% per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.
 - 5. The property is to be sold as it stands, that is voetstoots, and without any warranties whatsoever.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Port Shepstone, 16 Bisset Road, Port Shepstone.

Dated at Durban this 23rd day of March 2001.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban. (Ref. J P Cox/MC/N4387.)

Case No. 11401/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRST NATIONAL MORTGAGES NOMINEES (PTY) LIMITED, Plaintiff, and GUISEPPE ANTONIO ERRICO, Defendant

In pursuance of a judgment granted on the 05th May 2000, in the High Court of South Africa (Durban and Coast Local Division) and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by public auction, to the highest bidder for cash by the Sheriff of the High Court, Empangeni, at the steps of the Magistrate's Court, on 3 May 2001 at 11h00 or so soon thereafter as possible:

Address of dwelling: 8 Ngwelezana Road, Empangeni.

Description: Lot 62, Kuleka (Extension No. 1) situate in the Borough of Empangeni Administrative District of Natal, in extent 4 645 (four thousand six hundred and forty five) square metres.

Improvements: Brick under galvanized iron roofing consisting of:

- 1) Office, display floor, 2 work shops, 3 ablusion blocks, toilet in passage, 2 bathrooms.
- 2) 2 flats on second floor.
- 3) 2 offices, 2 ablusion blocks, 2 big workshops, big shed.
- 4) asbestos roofing garage.

Material conditions:

- 1. Nothing in the above is guaranteed.
- 2. The sale shall be subject to the terms and conditions of the High Court Act, and the Rules made thereunder.
- 3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the commission plus VAT due to the Sheriff of the High Court (hereinafter referred to as "the Sheriff") immediately after the sale or such extended period as may be agreed with the Sheriff and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys to be furnished to the Sheriff within twenty one (21) days after the date of sale.
- 4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 14,50% per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.
 - 5. The property is to be sold as it stands, that is voetstoots, and without any warranties whatsoever.

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

Dated at Durban this 20th day of March 2001.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban. (Ref. J P Cox/tp/F3942.)

Case No. 872/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and MUTHUKRISHNA SHUNMOOGAM, Defendant

In pursuance of a judgment granted on the 12th May 2000 in the High Court of South Africa, Durban and Coast Local Division) and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder on the 24 April 2001 at 10:00 am, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, consists of:

Description of property: Lot 60, Burlington Heights, situate in the Development Area of Shallcross, Administrative District of Natal, Province of KwaZulu-Natal, in extent nine hundred and forty (940) square metres, held under Deed of Transfer No. T7014/96.

Physical address: 26 Midmar Road, Burlington Heights, Shallcross, Durban, KwaZulu-Natal.

Improvements: Double storey brick under tile roof dwelling, comprising of: Main building: 5 bedrooms, built-in-cupboards, lounge, kitchen, built-in-cupboards, dining-room, living-room, 2 bathrooms/toilet, sculery, prayer room. Outbuildings: 2 garages, toilet/bathroom, 2 rooms, store room, swimming-pool, balcony and verandah & garden.

Zoning: Special Residential (the accuracy hereof is not guaranteed).

Nothing in the above is guaranteed.

- 1. The purchaser shall be required to pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission immediately after the sale, and the balance against transfer to be secured by a bank of building society guarantee to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.
- The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Chatsworth on this 13th day of March 2001.

S. A. E. Fakroodeen, for M. Y. Baig & Company, Plaintiff's Attorneys, Suites 19/20 Croftdene Mall, Croftdene Drive, Chatsworth. [Tel. (031) 401-0031.] (Ref. Mr Fakroodeen/GJ/04 6144 182.)

NOTICE OF SALES IN EXECUTION

BOE BANK LIMITED, Execution Creditor, will put up for sale the hereinafter mentioned properties, the material conditions of sale being:

- 1. The sale shall be without reserve, and the property shall be sold subject to the conditions of sale and voetstoots to the highest bidder.
- 2. The purchaser shall pay 10% of the price plus 5% Sheriff's commission on the conclusion of the sale and the balance plus interest at the Plaintiff's current lending rates on the transfer, to be secured by acceptable guarantees within 14 (fourteen) days of the sale.
- 3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges within 7 (seven) days of request.

The undermentioned sales in execution will be held at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on 2 May 2001 at 10h00 and the full conditions of sale may be inspected at the offices of the Sheriff for Pinetown, 62 Caversham Road, Pinetown, prior to the sale:

(a) Case No. 22912/99.

Judgment Debtor: DLOKWAKHE JOHNSON ZONDI.

Property: All the Defendant's right, title and interest in and to the leasehold over the property described as:

Site 366, KwaDabeka E, Registration Division FT, situate in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 187 (one hundred and eighty-seven) square metres.

Improvements: A double storey cement block and tiled roof dwelling, consisting of lounge, dining-room, kitchen, 2 bedrooms, bathroom, wc, screeded floors, wire fencing.

Postal/Street Address: Unit E366, KwaDabeka, KwaZulu-Natal.

Zoning: Special Residential.

Reference: Mr R. H. Jenkins/dpr/02/N012/950.

(b) Case No. 1169/2001.

Judgment Debtor: NOMALANGA CONSULATE NCUBE.

Property: A unit consisting of:

- (i) Section No. 42, as shown and more fully described on Sectional Plan No. SS312/95, in the scheme known as St Michaels, in respect of the land and building or buildings situate at New Germany, of which the floor area, according to the said sectional plan is 60 (sixty) square metres in extent; and
- (ii) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Improvements: A simplex consisting of lounge/dining-room, kitchen, 2 bedrooms, bathroom, shower, wc—common property facilities include garden and parking.

Postal/Street Address: 42 St Michaels, 19 Daphne Neale Road, New Germany, KwaZulu-Natal.

Zoning: Special Residential.

Reference: Mr R. H. Jenkins/dpr/02/N012/062.)

King & Associates Incorporated, 64 Kings Road, Pinetown. (Ref. Mr R. Jenkins/dpr.)

Case No. 6366/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: BOE BANK LIMITED (formerly known as NBS BOLAND BANK LTD), Plaintiff, and SERENA PREMALEELA ROOPNARAIN, Defendant

In pursuance of a judgment granted on the 18th of January 2001, in the High Court of South Africa (Durban and Coast Local Division), the following immovable property belonging to the Defendant, will be sold in execution on the 19th of April 2001 at 10H00 at 8th Floor, Maritime House, Salmon Grove No. 1, Durban, to the highest bidder:

Property description: Erf 1993, Isipingo (Extension 14), Registration Division FT, situate in the South Central Local Council Area, Province of KwaZulu-Natal, in extent 1 728 (one thousand seven hundred and twenty-eight) square metres, held under Deed of Transfer No. T17404/1978 dated the 15 December 1978.

Physical Address: 29 Fiddlewood Drive, Isipingo Hills, Durban.

Improvements: The property is a double storey brick house under tiled roof, single garage attached to the main house: main house 3 bedrooms, 1 bedroom with en suite consisting of basin, shower and toilet (tiled), 1 bathroom consisting of bath, basin and toilet (tiled), lounge (carpeted), dining-room (carpeted), kitchen fitted with cupboards (lino), other: basement: 2 bedrooms, lounge, kitchen, bathroom, bath, basin and toilet.

Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban South at 101 Lejaton, 40 St George's Street, Durban, and at the offices of Thorpe & Hands Incorporated, Suite 2522, 320 West Street, Durban, during normal office hours.

Dated at Durban on this 12th day of March 2001.

Thorpe & Hands Incorporated, Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref. Mr K. Walker/pi/08/ N359/605.)

Case No. 3694/2000

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

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and BONGINKOSI RUSSEL NGIDI, Defendant

The undermentioned property will be sold in execution at the office of the Sheriff at 17 Drummond Street, Pietermaritzburg on the 20 April 2001 at 09:30 a.m.

Section No. 9, as shown and more fully described on Sectional Plan No. SS226/81, in the scheme known as Mervede, in respect of the land and building or buildings situate at Pietermaritzburg/Msunduzi Transitional Local Council Area, of which section the floor area, according to the said sectional plan is 64 (sixty-four) square metres in extent.

The property is situate at No. 7 Mervede Flats, 251 Berg Street, Pietermaritzburg, on which a dwelling house is constructed.

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

Dated at Pietermaritzburg on this 26th day of March 2001.

Tatham, Wilkes & Company, Plaintiff's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. H. M. Drummond/G131.)

Case No. 2993/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and VUSI REGGIE HLONGWANA, First Defendant, and ZANELE ABEGAIL HLONGWANA, Second Defendant

The undermentioned property will be sold in execution at the office of the Sheriff at 17 Drummond Street, Pietermaritzburg, on the 20 April 2001 at 9:30 a.m.

Sub 184 of Lot 1771, Pietermaritzburg, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent 513 (five hundred and thirteen) square metres.

The property is situate at 27 Fourie Road, Westgate, Pietermaritzburg, on which a dwelling house is constructed.

The full conditions of sale may be inspected at the abovementioned office of the Sheriff.

Dated at Pietermaritzburg on this 26th day of March 2001.

Tatham, Wilkes & Company, Plaintiff's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. H. M. Drummond/G60.)

Case No. 152/01

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and RAKESH MAHADEO, Defendant

The undermentioned property will be sold in execution at the office of the Sheriff at 17 Drummond Street, Pietermaritzburg, on the 20 April 2001 at 9.30 a.m.:

Portion 4091 of Erf 3814, of the Farm Northdale No. 14914, Registration Division FT in the Pietermaritzburg/Msunduzi Transitional Local Council, Province of KwaZulu-Natal, in extent 286 (two hundred and eighty six) square metres.

The property is situate at 115 Regina Road, Northdale, Pietermaritzburg, on which a dwelling house is constructed.

The full conditions of sale may be inspected at the abovementioned office of the Sheriff.

Dated at Pietermaritzburg this 26 day of March 2001.

Tatham Wilkes & Company, Plaintiff's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. H. M. Drummond/G124.)

Case No. 1417/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and T & R INVESTMENTS CC (No. CK91/19950/23), Defendant

The undermentioned property will be sold in execution by the Sheriff of the High Court for the District of Himeville, in front of the Magistrate's Court, Himeville, KwaZulu-Natal, on the 24 April 2001 at 11:00 a.m.

Sub 3 (of 1) of Lot FP 165 No. 9188, situate in the Administrative District of Natal, Province of KwaZulu-Natal, in extent 3,6344 (three comma six thee four four) hectares.

The property is situate at Sub 3 (of 1) of Lot FP 165, Underberg, Drakensberg Gardens Road, Underberg, KwaZulu-Natal and is vacant land.

The full conditions of sale may be inspected at the Office of the abovementioned Sheriff, Cranford Farm, Richmond, KwaZulu-Natal.

Dated at Pietermaritzburg this 28 day of March 2001.

Tatham Wilkes & Company, Plaintiff's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. H. M. Drummond/G110.)

Case No. 1939/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JANNET SHARMAINE BOOYSEN, Defendant

The undermentioned property will be sold in execution at the office of the Sheriff at 17 Drummond Street, Pietermaritzburg, on the 20 April 2001 at 9.30 a.m.:

Subdivision 813 (of 563) of Lot 1692, Pietermaritzburg, situate in the City of Pietermaritzburg, Administrative District of Natal, measuring three hundred and seven (307) square metres.

The property is situate at 24 Patrys Road, Eastwood, Pietermaritzburg, on which a dwelling house is constructed.

The full conditions of sale may be inspected at the abovementioned office of the Sheriff.

Dated at Pietermaritzburg this 26 day of March 2001.

Tatham Wilkes & Company, Plaintiff's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. H. M. Drummond/G436.)

Case No. 16516/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and STEPHEN SELVAN PAUL, First Defendant, and HAZEL PAUL, Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 24 July 2000, the following immovable property will be sold in execution on 20 April 2001 at Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, at 11h00, to the highest bidder:

Sub 422 (of 318) of Lot 5 No. 1519, Registration Division FT, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent 822 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 18 Brixham Road, Orient Heights, Pietermaritzburg, KwaZulu-Natal, and the property consists of land improved by facebrick under tile roof, entrance hall, lounge, diningroom, 3 bedrooms, 2 bathrooms, scullery, kitchen and garage.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 22nd day of March 2001.

Lynn & Berrangé Attorneys, Suite No. 1, Protea House, 187 Berg Street, Pietermaritzburg. (Ref. AKW/cg/03A002021.)

Case No. 7793/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and CORNELIUS FRANK NEWEL, First Defendant, and BENEDICT VALERIE NEWEL, Second Defendant

In pursuance of a judgment granted in the High Court of South Africa, Durban and Coast Local Division, under Writ of Execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at Maritime House, 8th Floor, 1 Salmon Grove, Durban at 10:00 am on Thursday, the 19th of April 2001.

Description: "Section No. 27 as shown and more fully described on Sectional Plan No. SS298/87 in the scheme known as Westview in respect of the land and building or buildings, situated at Durban in the City of Durban of which section the floor area, according to the said Sectional Plan is 69 (sixty nine) square metres in extent; and

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

Held under Deed of Transfer No. ST7050/94.

Section No. 32 as shown and more fully described on Section Plan No. SS298/87 in the scheme known as Westview in respect of the land and building or buildings situated at Durban in the City of Durban, of which section the floor area, according to the Sectional Plan is 16 (sixteen) square meters 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 sectional plan;

held under Deed of Transfer No. 7050/94".

Physical address: 25 Westview, 468 Jan Smuts Highway, Sherwood.

Zoning: Special Residential.

The property consists of the following:

A unit consisting of: Lounge, dining-room, 2 bedrooms, bathroom, kitchen, garage.

Nothing in this regard is guaranteed.

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a Bank or Building Society Guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.
- 3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
- 4. The full conditions of sale may be inspected at the offices of the Sheriff of Durban Central, 801 Maritime House, Salmon Grove, Durban.

Dated at Durban this 19th day of March 2001.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban. (Ref: Mr J C Jones.) (G156348.89656.)

Case No. 4658/95

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED (formerly known as NBS BOLAND BANK LTD), Plaintiff, and MFANUFIKILE ERIC KHATI, First Defendant, and NTIKISI CONCIAL KHATI, Second Defendant

In pursuance of a Judgment granted on the 31st of July 1995, in the High Court of South Africa (Durban and Coast Local Division), the following immovable property belonging to the Defendants, will be sold in execution on the 19th of April 2001 at 10H00 at 8th Floor, Maritime House, Salmon Grove No 1, Durban to the highest bidder:

Property description: Portion 26 of Erf 156 Bluff, Registration Division FU, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 975 (nine hundred and seventy five) square metres, held under Deed of Transfer No T17659/94 dated the 24 June 1994.

Physical address: 33 Cherwell Road, Bluff, Durban.

Improvements: The property is a house of brick under tile roof with separate garage, house of 3 bedrooms, separate toilet (carpeted floor), bathroom with bath and basin (carpeted floor), lounge/dining-room-open plan (carpeted), kitchen with fitted cupboards (lino floor), storeroom under the house, servant's toilet attached to the garage. The property is fully fenced.

Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban South at 101 Lejaton, 40 St George's Street, Durban and at the offices of Thorpe & Hands Incorporated, Suite 2522, 320 West Street, Durban, during normal office hours.

Dated at Durban this 12th day of March 2001.

Thorpe & Hands Incorporated, Suite 2522, 320 West Street, Durban. (Ref: Mr K Walker/pi/08/N359/585.)

Case No. 35237/00

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

In the matter between THE ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Plaintiff, and **BHEKINKOSI MOSES ZUMA, Defendant**

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 16 February 2001, the Writ of Execution dated 20 February 2001, the immovable property listed hereunder will be sold in execution on Friday, 20 April 2001 at 11:00, at the Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Unit 1387, Edendale S, Registration Division FT, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 388 square metres and held under Deed of Grant No. 11801/1989.

- 1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and Rules made thereunder, and of the Title Deeds insofar as there are applicable.
 - 2. The following improvements on the property are reported, but not guaranteed: Dwelling house.
- 3. The purchase price shall be paid in full by way of cash or bank-guaranted cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 17% per annum to date of payment.
- 4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg on this 12th day of March 2001.

A. H. R. Louw, for Geyser Liebetrau du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. AL/ wct/K5L/36.)

Case No. 21233/2000

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

In the matter between ABSA BANK LIMITED (86/04794/06), Execution Creditor, and RAJESH RAGHUBAR, First Execution Debtor, and OOMATHIE RAGHUBAR, Second Execution Debtor

In terms of a judgment of the above Honourable Court dated 12 June 2000, a sale in execution will be held on Tuesday, 24 April 2001 at 14h00, on the front steps of the Magistrate's Court, Somsteu Road, Durban, to the highest bidder without reserve:

Sub 1 of Lot 4328, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, measuring 2 890 (two thousand eight hundred and ninety) square metres, now known as Portion 1 of Erf 4328, Reservoir Hills, Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 2 890 (two thousand eight hundred and ninety) square metres.

Physical address: 88 Palmiet Road, Clare Estate, 4091.

The following information is furnished but not guaranteed:

Improvements: Facebrick under cement dwelling consisting of entrance hall, 5 bedrooms, lounge, dining-room, kitchen, family room, bars, scullery, 2 showers/bathroom/toilet, jacuzzi, bathroom/toilet, shower/toilet and patio. Outbuilding: Double garage, 7 rooms and 2 bathrooms/toilet.

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the Magistrate's Court, 15 Milne Street, Durban, or at our offices.

Dated at Durban on this 14th day of March 2001.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P O Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2329/Ms Meyer.)

Case No. 10008/00

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

In the matter between ABSA BANK LTD, Plaintiff, and SIMON MSHIBODO GUMBI, First Defendant, and BHEKUMUZI ERNEST GUMBI, Second Defendant

In pursuance or a judgment in the Court of the Magistrate at Empangeni, dated 24 January 2001, the following immovable property will be sold in execution on 19 April 2001 at 11:00, at Front Steps, Magistrate's Court, Empangeni, to the highest bidder:

Description: Erf 1394, Empangeni (Extension 19), in extent 1 057 (one thousand and fifty-seven) square metres.

Physical address: 44 Weightman Avenue, Empangeni.

Improvements: Dwelling house consisting of 3 bedrooms, dining room, kitchen, bathroom with toilet, shower with toilet and garage, held by the Defendants in their names under Deed of Transfer No. T33654/97.

Material conditions of sale: The Purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a Bank or Building Society guarantee approved by the Plaintiff's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, Empangeni. The full Conditions of Sale can be inspected at the Office of the Sheriff of Court, Empangeni.

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

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

Dated at Empangeni on this 1st March 2001.

Bothas Incorporated, Plaintiff's Attorneys, Kingfisher Court, Addision Street; P O Box 573, Empangeni, 3880. [Tel. (035) 792-2011.] (Ref. Mr Walsh/MDT/A0171534.)

Case No. 2569/98

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between NANDKUMAR RAMDHANI, Identity No. 5008195161086, Plaintiff, and SUMENTHRA RAMDHANI (born SEEVARAJ), Identity No. 4911230678082, Defendant

In the execution of a judgment granted by the High Court of South Africa (Natal Provincial Division) on 26 April 2000, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the High Court of South Africa for the district of Pietermaritzburg, at the Sheriff's Office, 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal, at 09h00, on Friday, 20 April 2001, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal, namely:

Portion 2337 of Erf 1786 of Northdale No. 14914, the Administrative District of KwaZulu-Natal, in extent of two hundred and eighty-one (281) square metres, which property is physically situated at 114, Erna Road, Northdale, Pietermaritzburg, KwaZulu-Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer No. T12549/1994.

Terms: The purchase price will be payable subject to the conditions of the sale, as follows:

- (a) Ten percent (10%) of the purchase price together with the Sheriff's Commission on the sale to be paid immediately in cash on the date of sale.
- (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid with costs of transfer and transfer duty.
- (c) The balance of the purchase price together with interest at the rate of 15,5% per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

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

Preggie Moodley & Company, Plaintiff's Attorneys, 476 Longmarket Street, Pietermaritzburg, 3201. (Ref. Mr S. Moodley/Vashi/6-R102.)

Case No. 1238/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SINDA PILLAY, Defendant

In pursuance of a Judgment in the Court of the Magistrate at Pietermaritzburg, dated 13 March 2000, the following immovable property will be sold in execution on 20 April 2001 at Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, at 11h00, to the highest bidder:

Portion 108 of Erf 3185, Pietermaritzburg, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 350 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 25 Alwar Square, Northdale, Pietermaritzburg, KwaZulu-Natal, and the property consists of land improved by semi-detached, concrete under asbestos roof, lounge, kitchen, 2 bedrooms, and bathroom.

Material conditions of sale: The Purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a Bank or Building Society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 15th day of March 2001.

Lynn & Berrangé Attorneys, Suite No. 1, Protea House, 187 Berg Street, Pietermaritzburg. (Ref. AKW/eg.)

Case No. 2890/98

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and CATHERINE BARBARA KING, Defendant

The following property will be sold on 23 April 2001 at 09h00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, by the Sheriff for the Magistrate's Court, Inanda District, Area 2 to the highest bidder:

Portion 112 of Erf 437, Zeekoe Vallei, Registration Division FT, situated in the Entity of Durban, Province of KwaZulu-Natal, in extent 284 square metres, with the postal and street address 62 Mackeral Avenue, Newlands East.

The following improvements are furnished but nothing is guaranteed in this regard: Double storey semi-detached brick under tile dwelling comprising of main bedroom (carpeted), 2 other bedrooms, lounge, kitchen, toilet, bathroom, staircase, tarred driveway and burglar guards.

The sale shall be subject to the terms and conditions of the Magistrate's Court and the rules made thereunder and the Purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full Conditions of Sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda District, Area 2, 1 Trevennen Road, Lotusville, Verulam.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Ms Singh/ss/N005.596/98.)

Case No. 538/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED, Plaintiff, and VADEVALE RAMAN, First Defendant, and PARANJOTHIAMAH RAMAN, Second Defendant

In pursuance of a judgment granted on 3 May 2000, in the High Court of South Africa (Durban and Coast Local Division) and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution, by public auction, to the highest bidder for cash by the Sheriff of the High Court, Inanda Area Two at the front entrance to the Magistrate's Court, Moss Street, Verulam, on 23 April 2001 at 09h00, or so soon thereafter as possible:

Address of dwelling: 127 Saunders Circle, Belvedere.

Description: Lot 3877, Tongaat (Extension No. 29) situated in the township of Tongaat, administrative district of Natal Province of KwaZulu-Natal.

Improvements: Single storey dwelling consisting of lounge, diningroom, kitchen, 3 bedrooms, bathroom, shower, 2 toilets, prayer room and single garage.

Material conditions:

- 1. Nothing in the above is guaranteed.
- 2. The sale shall be subject to the terms and conditions of the High Court Act, and the rules made thereunder.
- 3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the commission plut VAT due to the Sheriff of the High Court (hereinafter referred to as "the Sheriff") immediately after the sale or such extended period as may be agreed with the Sheriff and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within twenty-one (21) days after the date of sale.
- 4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 15,50% per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.
 - 5. The property is to be sold as it stands, that is voetstoots, and without any warranties whatsoever.

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

Dated at Durban on this 20th day of March 2001.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban. (Ref. J. P. Cox/MC/N4192.)

Case No. 2436/00

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and POOBALAN MOODLEY, First Defendant, and KALLIAMMAH MOODLEY, Second Defendant

In pursuance of a judgment granted on 15 May 2000, in the High Court of South Africa (Durban and Coast Local Division) and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution, by public auction, to the highest bidder for cash by the Sheriff of the High Court, Inanda Area Two at the front entrance to the Magistrate's Court, Moss Street, Verulam, on 23 April 2001 at 09h00, or so soon thereafter as possible:

Address of dwelling: 42 Lilypond Avenue, Sundial, Tongaat.

Description: Erf 6568, Tongaat (Extension No. 41), Registration Division FU, situated in the Tongaat Entity, Province of KwaZulu-Natal, in extent 357 (three hundred and fifty-seven) square metres.

Improvements: A single storey dwelling consisting of 2 bedrooms, lounge, kitchen and toilet/bathroom.

Material conditions:

- Nothing in the above is guaranteed.
- 2. The sale shall be subject to the terms and conditions of the High Court Act, and the rules made thereunder.
- 3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the commission plut VAT due to the Sheriff of the High Court (hereinafter referred to as "the Sheriff") immediately after the sale or such extended period as may be agreed with the Sheriff and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within twenty-one (21) days after the date of sale.

- 4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 14,50% per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.
 - 5. The property is to be sold as it stands, that is voetstoots, and without any warranties whatsoever.

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

Dated at Durban on this 22nd day of March 2001.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban. (Ref. J. P. Cox/MC/F4009.)

Case No. 9436/2000

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MURRAY DAVID MILNE, Defendant

In pursuance of a Judgment of the High Court of South Africa, Durban and Coast Local Division dated the 6 February 2001 and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on the 23rd April 2001 at 9 a.m. at the front entrance of the Magistrate's Court, Moss Street, Verulam to the highest bidder. The conditions of sale will be read out by the Auctioneer at the time of the sale and same can be inspected at the office of the Sheriff of the High court prior to the sale.

Being: Erf 51 Mount Moreland Registration Division FU in the North Local Council Province of Kwa-Zulu Natal in extent 4047 (four thousand and forty seven square metres, held under Deed of Transfer No. T22746/97, situated at 3 Church Street, Mount Moreland.

Improvements (not guaranteed): Single storey brick under tile dwelling comprising of main bedroom (carpeted, incomplete BIC, incomplete en-suite and a dress room), 2 other bedrooms (carpeted); lounge (carpeted), dining-room and bar (carpeted), kitchen (tiled, BIC, hob, eye level oven, pantry and scullery), toilet and bathroom combined (incomplete), double manual garage, wooden fencing and burglar guards.

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

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

Gavin Gow & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks; P O Box 610, Umhlanga Rocks. Service Address: c/o Docex, 15 Aliwal Street, Durban [Tel: (031) 561-1011.] (Ref: AP/AMB/S1416: S0205/313.)

Case No. 8385/2000

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MANDLA REYNOLD NKWANYANA, 1st Defendant, and YOLANDE ZANDILE ZINHLE NKWANYANA, 2nd Defendant

In pursuance of a Judgment of the High Court of South Africa, Durban & Coast Local Division dated the 6 February 2001 and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on the 25th April 2001 at 10.00 a.m. at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown to the highest bidder. The conditions of sale will be read out by the Auctioneer at the time of the sale and same can be inspected at the office of the Sheriff of the High Court prior to the sale.

Certain: Area: (a) Section No. 33 as shown and more fully described on Sectional Plan No. SS38/98 in the scheme known as The Cotswolds in respect of the land and building or buildings situated at new Germany in the Inner West City Council, of which section the floor area, according to the said sectional plan is 98 (ninety eight) square metres in extent; and

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

Held under Deed of Transfer No. ST6285/98, situated at 33 The Cotswolds, 31 Bohmer Road, New Germany.

Improvements (not guaranteed): Brick under tile dwelling, dining-room/lounge (combined), kitchen, 3 bedrooms, 1 with built-in-cupboard, 1 with en-suite, bathroom with toilet, carport.

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale.
- 3. The balance of the purchase price is payable against transfer to be secured by a Bank or Building Society Guarantee approved by the Execution Creditor's Attorneys and to be furnished within fourteen (14) days after the date of the sale.
- 4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the Conditions of Sale.
- 5. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said Attorneys.
- 6. The full conditions of sale may be inspected at the Office of the Sheriff of the High Court, No. 2 Samkit Centre, 62 Caverham Road, Pinetown.

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

Gavin Gow & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks; P O Box 610, Umhlanga Rocks. Service Address: c/o Docex, 15 Aliwal Street, Durban [Tel: (031) 561-1011.] (Ref: AP/AMB/S1401: S0205/310.)

Case No. 1624/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between UNIBANK LIMITED, Plaintiff, and JOHN ANDRIES HAVENGA, First Defendant, and FREDA CECILIA HAVENGA, Second Defendant

The following property will be sold on the 23rd April 2001 at 10h00 at the steps of the Magistrate's Court, Port Shepstone, by the Sheriff for the High Court, Port Shepstone to the highest bidder.

Portion 16 of Erf 636, Trafalgar, Registration Division ET, situated in the Impenjati-Southbroom Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1303 square metres, with the postal and street address 35 Drake Avenue, Trafalgar.

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

Property is Vacant Land.

The sale shall be subject to the terms and conditions of the High Court and the rules made thereunder and the Purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full Conditions of Sale may be inspected at the offices of the Sheriff for the High Court, Port Shepstone, 16 Bisset Street, Port Shepstone.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref: Ms Singh/ss/U003.3769/00.)

Case No. 4271/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and RAJESH MOTHIRAM, First Defendant, and JANE ROSE MOTHIRAM, Second Defendant

The following property will be sold on the 23rd April 2001 at 9H00 at front entrance to the Magistrate's Court, Moss Street, Verulam, by the Sheriff for the High Court, Inanda District, Area 2 to the highest bidder.

A unit consisting of Section No. 3 as shown and more fully described on Sectional Plan No. SS300/96, in the scheme known as "Delta Mews", in respect of the land and building or buildings situated at Verulam in the North Local Council, of which the floor area according to the said sectional plan is 46 square metres;

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

with the postal and street address Flat 3 Delta Mews, 31 Delta Road, Riverview, Verulam.

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

Property consists of a single storey brick under tile sectional title unit comprising of 2 bedrooms, lounge, kitchen, toilet and bathroom combined, tarred driveway, and an asbestos covering carport.

The sale shall be subject to the terms and conditions of the High Court and the rules made thereunder and the Purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full Conditions of Sale may be inspected at the offices of the Sheriff for the High Court, Inanda District, Area 2, 1 Trevennen Road, Lotusville, Verulam.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref: Ms Singh/ss/N046.5004/97.)

Case No. 2169/00

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

In the matter between VRYHEID TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and M P NKWANYANA, Execution Debtor

Pursuant to a Judgment in the above Honourable Court and a Warrant of Execution dated 31st December 2000, a Sale by Public Auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Thursday, the 19th day of April 2001, at 11h00, whereby the following property will be sold to the highest bidder, namely:

Erf 778, Bhekuzulu, Vryheid, Registration Division HT, Vryheid Transitional Local Council Area, Province of KwaZulu-Natal, in extent 256 (two five six) square metres.

Also better known as: 778 Ngwaza Street, Bhekuzulu, Vryheid, consisting of:

South facing, sub-economical unit, cement brick walls under asbes roof. 2 bedrooms, lounge & kitchen. Outside toilet. 3 small rooms built brick under iron roof behind house. Fenced.

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff, Vryheid. The most important conditions thereof being the following.

Conditions:

- 1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder, but such sale shall be subject to the conditions stipulated in terms of Section 66 (2) of Act 32 of 1944, as amended.
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest in terms of the Judgment, shall be paid by a secured Bank of Building Society Guarantee approved by the Execution Creditor's Attorneys and to be furnished within 14 (fourteen) days after the date of sale.

Signed and dated at Vryheid on this 9th day of March 2001.

J S Louw, for Cox & Partners, Plaintiff's Attorneys, Standard Bank Building, cnr Market & High Streets, Vryheid.

NOTICE OF SALE IN EXECUTION

In the matters between: THE TOWN TREASURER INNER WEST LOCAL COUNCIL, Judgment Creditor, and THE VARIOUS JUDGMENT DEBTORS LISTED BELOW

In pursuance of judgments in the Magistrate's Court for the District of Pinetown and warrants issued in execution thereof, the immovable properties listed below will be sold in execution on the 18th day of April 2001 at 10h00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown, to the highest bidder. The material conditions are:

Deposit of 10% payable immediately plus Sheriff's commission and VAT thereon.

Balance of the purchase price payable on registration of transfer, to be fully guaranteed with fourteen days from sale.

Neither the Judgment Creditor nor the Sheriff guarantees or warrants anything in respect of such property/properties.

The full conditions may be inspected at the office of the Sheriff for Pinetown.

1. Case No. 12029/2000.

Judgment Debtor: NTOMBIFUTHI JENNIFER XABA.

Erf 6118, Pinetown (Ext 59), improved by dwelling.

2. Case No. 14606/2000.

Judgment Debtors: CYRIL KESWA and PRETTY NONKULULEKO KESWA.

Portion 13 of Erf 49, New Germany, improved by dwelling.

Case No. 14605/2000.

Judgment Debtor: MATHEWS MAGQWETHA KHWELA.

Erf 631, New Germany (Ext 4), improved by dwelling.

4. Case No. 14610/2000.

Judgment Debtors: NICOLAAS GROBLAAR OLIVIER & JEAN OLIVIER.

Portion 1 of Erf 136, Berkshire Downs, improved by dwelling.

5. Case No. 9806/2000.

Judgment Debtors: ABEL GABRIEL ABRAHAM & KUMARIE ABRAHAM.

Erf 4867, Queensburgh (Ext 37), improved by dwelling.

6. Case No. 14894/2000.

Judgment Debtor: ANITHA MANILAL.

Portion 8 of Erf 3446, Queensburgh, improved by dwelling.

7. Case No. 14250/2000.

Judgment Debtors: STEPHEN ALBER KIBUYE MANGO & V M MANGO.

Portion 8 of Erf 3389, Queensburgh, improved by dwelling.

8. Case No. 14518/2000.

Judgment Debtors: CHRISTO PAUL CHAMIER & HELENA DORHTHEA CHAMIER.

Portion 5 of Erf 520, Queensburgh, improved by dwelling.

Town Planning zoning: Residential.

Special privileges or exemptions: None known.

Dated at Pinetown on this 13th day of March 2001.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown. [Tel. (031) 701-1470.]

Case No. 9255/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: FIRSTRAND BANK LIMITED, Plaintiff, and RUSSEL SHANE SERGE DUNN, 1st Defendant, and NOELENE KAREN DUNN, 2nd Defendant

1. The following property shall be sold by the Sheriff for the High Court, Durban Central, on the 19th day of April 2001 at 10h00, 8th Floor, Maritime House, Salmon Grove, Durban, to the highest bidder without reserve:

Section No. 8, as shown and more fully described on Sectional Plan No. SS197/1984, in the scheme known as Doncaster, in respect of the land and building or buildings situated at Durban, in the Durban Entity of which section the floor area, according to the said sectional plan is thirty-seven (37) square metres in extent and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota endorsed on the said sectional plan held under Certificate of Registered Sectional Title No. ST197/1984 (8) (Unit) and having physical address at 8 Doncaster, 28/30 Park Street, Durban, KwaZulu-Natal; and which, without anything being warranted thereby, is zoned General Business and is improved by a dwelling comprising, entrance hall, kitchen; bedroom, bathroom, w.c.

2. The sale is voetstoots and the successful bidder is to pay on conclusion of the sale in cash or by bank-guaranteed cheque a deposit of 10% of the price, plus the Sheriff's charges (being 5% on the first R30 000 of the price and 3% on the balance—plus VAT). The full conditions of sale may be inspected at the office of the said Sheriff at 8th Floor, Maritime House, Salmon Grove, Durban, KwaZulu-Natal.

Dated at Durban on this 14th day of March 2001.

W. N. Mann, for John Koch & Company, Suite 709, 7th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Our Ref: WNM/ES/F3420.)

Case No. 4013/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: NEDCOR BANK LIMITED, Execution Creditor, and DEVARAJ PILLAY, Execution Debtor

In pursuance of a judgment in the above-mentioned matter, the immovable property listed hereunder will be sold in execution to the highest bidder without reserve on the 24th April 2001 at 10h00 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth.

Description: Portion 264 (of 255) of Erf 106, Chatsworth, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 186 (one hundred and eighty-six) square metres held under Deed of Transfer No. T16345/1996.

Physical Address: 137 Greenvale Avenue, Westcliff, Chatsworth, KwaZulu-Natal.

Improvements: Semi-detached double storey face brick/block under tile roof dwelling, consisting of 3 bedrooms, bathroom, toilet, lounge, dining-room, kitchen, balcony, brick paving, property fenced. Outbuildings: Brick under asbestos outbuilding, consisting of 2 rooms, kitchen, toilet with shower.

Nothing is guaranteed as regards the above.

Full conditions of sale may be inspected at the Sheriff, Chatsworth, 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Durban on this 20th day of March 2001.

Van Onselen O'Connell Inc., Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. Mr V. O'Connell/HE/02N130074.)

Case No. 7720/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: ABSA BANK LIMITED, No. 86/04794/06), Plaintiff, and Mr DAVID RICHARD KROUKAMP, 1st Defendant, and Mrs BEVERLY ANNE KROUKAMP, 2nd Defendant

In terms of a judgment of the above Honourable Court dated 18 January 2001 a sale in execution will be held at 10h00 on Thursday, the 26th April 2001 at Maritime House, 8th Floor, 1 Salmon Grove, Durban, to the highest bidder without reserve:

- (a) Section No. 3, as shown and more fully described on Sectional Plan No. SS37/87, in the scheme known as Falaise, in respect of the land and building or buildings situate at Durban, Local Authority of Durban, of which section the floor area, according to the said sectional plan is 86 (eighty-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, by virtue of Deed of Transfer No. ST17074/98.

Physical Address: Flat 12, Falaise, 21 Prince Street, Durban.

The following information is furnished but not guaranteed: Brick under reinforced concrete dwelling, consisting of entrance hall, lounge, dining-room, 2 bedrooms, kitchen, toilet/shower, separate toilet, carport.

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

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

Dated at Durban on this 20th day of March 2001.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/A9417/1/Mrs Chetty.)

Case No. 3308/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOONSAMY NAIKER, First Defendant, and SHARLAVENI NAIKER, Second Defendant

In pursuance of a judgment granted in the High Court the immovable property listed hereunder will be sold in execution on the 24 April 2001 at 10h00 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth:

Description of property: Portion 8117 (of 8055) of Erf 107, Chatsworth, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 231 (two hundred and thirty one) square metres, held under Deed of Transfer No. T47411/99.

Improvements: Semi-detached double storey block under asbestos roof dwelling comprising of 3 bedrooms, lounge, kitchen, toilet and bathroom.

Property address: 28 Raffia Road, Crossmoor, Chatsworth.

Zoning: Residential.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the office of the Sheriff, 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Durban on this the 20th day of March 2001.

A Christopher Inc, Plaintiff's Attorney, 6th Floor, Permanent Building, 343 Smith Street, Bay Passage Entrance, Durban. (Ref. Ms Moodley/sg/N90.)

Case No. 180/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between BOE BANK LIMITED (Registration No. 51/00847/06), Plaintiff, and AUBREY BONGANI ZENZELE NGCOBO N.O., Defendant

In execution of a judgment of the High Court of South Africa (Natal Provincial Division), the following immovable property belonging to the abovenamed Defendant, will be sold in execution on Friday, 20 April 2001 at 10h30, by the Sheriff of the High Court at 17 Drummond Street, Pietermaritzburg, to the highest bidder, without reserve:

Erf 8016 (Imbali I), Registration Division FT, situate in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal in extent 571 (five hundred and seventy one) square metres.

The following information relating to the property is furnished but not guaranteed in any way:

- 1. The property is situate at Lot 8016, Unnamed Road, Imbali, Edendale, Pietermaritzburg, KwaZulu-Natal.
- 2. The property is a single storey dwelling house comprising 2 bedrooms, bathroom, w.c., lounge and kitchen. No outbuildings. The property is fully fenced.
- 3. The full conditions of sale may be inspected at the office of the Sheriff of the High Court, 17 Drummond Street, Pietermaritzburg.

Dated at Pietermaritzburg this 14th day of March 2001.

Dawsons, Plaintiff's Attorneys, 271 Prince Alfred Street, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/001.)

Case No. 2980/2000

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED Plaintiff, and RONNIE CUPPEN, Defendant

Take notice that in execution of a judgment by default in the above court, a sale in execution, will be held by the Sheriff of the High Court, Pietermaritzburg, at 17 Drummond Street, Pietermaritzburg, on Thursday, 19 April 2001 at 10h00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Portion 5700 (of 5698) of the farm Northdale No. 14914, Registration Division FT in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 264 (two hundred and sixty four) square metres, held by the Defendant under Deed of Transfer No. T37700/96.

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

- The property's physical address is 78 Ginger Road, Northdale, Pietermaritzburg.
- 2. The improvements consist of a double storey semi-detached dwelling constructed of block under asbestos, consisting of lounge, dining room, 3 bedrooms, kitchen, pantry, 2 bathrooms, 2 toilets and TV room, the property has a carport and mesh/concrete fencing.
 - 3. The town planning zoning of the property is: Special Residential.

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

Dated at Pietermaritzburg on 8th March 2001.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R Stuart-Hill/26S1273/00.)

Case No. 5/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MANDLA MJOKWANE GUMEDE, Defendant

In execution of a judgment of the High Court of South Africa (Natal Provincial Division), the following immovable property belonging to the abovenamed Defendant, will be sold in execution on the 20th day of April 2001 at 11:00 am by the Sheriff of the High Court at Sheriff's Sales Room, estimated 6 km from Cato Ridge, on the old Main Road, between Cato Ridge and Inchanga, to the highest bidder, without reserve:

Erf 246, Elangeni (Extension No. 5), Registration Division FT, in the Outer West Local Council Area, Province of KwaZulu-Natal in extent 533 (five hundred and thirty three) square metres.

The following information relating to the property is furnished but not guaranteed in any way.

- 1. The property is situate at 25 Hulett Road, Elangeni Ext 5, Hammarsdale, KwaZulu-Natal.
- The property has been improved by the construction thereon of a dwelling consisting of 3 living rooms, 3 bedrooms and a bathroom. There are also a garage and a domestic quarters with bathroom.
- The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg this the 12th day of March 2001.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (P R J Dewes/Amanda/ N2/S0695/B9.)

Case No. 1089/98

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD (formerly KWAZULU FINANCE & INVEST-MENT CORPORATION LIMITED), Plaintiff, and VULINDLELA VICTOR MNDAWENI, First Defendant, and PURITY LUNGILE MNDAWENI, Second Defendant

In execution of a judgment of the High Court of South Africa (Natal Provincial Division), the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 20 April 2001 at 10:00 by the Sheriff of the High Court at 17 Drummond Street, Pietermaritzburg, to the highest bidder, without reserve:

Unit No. 1191, Imbali III, Edendale CC, Registration Division FT, in the Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 364 (three hundred and sixty four) square metres.

- 1. The following information relating to the property is furnished but not guaranteed in any way: The property is situate at Unit 1191, Imbali, Pietermaritzburg, KwaZulu-Natal.
- 2. The property has been improved by the construction thereon of a dwelling consisting of lounge, diningroom, kitchen, 3 bedrooms, 2 bathrooms, garage and verandah.
- The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg this 13th day of March 2001.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. P R J Dewes/Angela/N2/K0414/B8.)

Case No. 11353/99

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

In the matter between PIETERMARITZBURG-MSUNDUZI TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and SIPHO T XULU, First Execution Debtor, and MKOSI J XULU, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated the 7th of July 1999, the following immovable property will be sold in execution on the 20th day of April 2001 at 11:00 am, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Portion 1074 (of 563) of Erf 1692, Pietermaritzburg, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 260 square metres, situated at 29 Tarentaal Road, Pietermaritzburg, held under Judgment Debtor under Deed of Transfer No. T6173/1995.

The following information is given about the immovable property but is not guaranteed: The property has been developed with a dwelling constructed of concrete block under asbestos of 52 square metres, it offers the following accommodation: Living room, 2 bedrooms, kitchen, storeroom, bath/wc.

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

Dated at Pietermaritzburg this 1st day of March 2001.

PJM Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. PJMS/RG/14/C600/253.)

Case No. 20298/93

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

In the matter between THE RECEIVER OF REVENUE, Plaintiff, and SA KADER, t/a AE TRANSPORT, Defendant

In pursuance of a judgment of the Court of the Magistrate's, Pietermaritzburg, dated 11 August 1993 the writ of execution the immovable property listed hereunder will be sold in execution on Friday, the 20th day of April 2001 at 11 am at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Portion 11 (of 6) of Erf 443, Pietermaritzburg, Registration Division FT in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent six hundred and five (605) square metres held by Deed of Transfer No. T16633/92.

- 1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and Rules made thereunder, and of the Title Deed in so far as there are applicable.
 - 2. The following improvements on the property are reported, but not guaranteed: Vacant land.
- 3. The purchase price shall be paid in full by way of cash or bank guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 14,4% per annum to date of payment.
- 4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 6 March 2001.

A H R Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. DHP/R216W.)

Case No. 6075/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Execution Creditor, and JOSEPH MHZIKAYIFANI MHLONGO, First Execution Debtor, and PHILDA PUMLA KESWA, Second Execution Debtor

In execution of a judgment granted by the above Honourable Court dated on the 15th September 2000 in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Umlazi/Umbumbulu, at the South entrance of the Magistrate's Court, Umlazi, on the 25th April 2001 at 10h00 to the highest bidder without reserve, namely:

Erf 87, Umlazi M, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal in extent 348 (three hundred and forty eight) square metres, subject to the conditions therein and more specially the reservation of minerals as contained therein.

Which property is physically situated at M 87, Umlazi Township, KwaZulu-Natal, and which property is held by the above-named First and Second Defendants under and by virtue of Deed of Grant No. TG004350/92(KZ).

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon, block under asbestos freestanding dwelling comprising of dining-room, 2 bedrooms, kitchen and toilet, the property is unfenced.

Zoned: The property is zoned for general residential purposes and enjoys no special consents in respect of its zoning.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, V 1030, Room 4, Umlazi, KwaZulu-Natal.

Dated at Durban this 8th day of April 2001.

Pearce Lister & Co., Execution Creditor's Attorneys, 8th Floor, Fedsure House, 320 Smith Street, Durban. Docex 49. (Ref. JDT/mg/11/U016/425.)

Case No. 9040/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MALUNGELO NORMAN MALINGA, First Defendant, and THEMBELIHLE AUDREY MALINGA, Second Defendant

In terms of a judgment of the above Honourable Court dated the 20 December 2000 a sale in execution will be held on 20 April 2001 at 10h00 at the East entrance to the Magistrate's Court, Umbumbulu (the conditions of sale may be inspected at the Sheriff's Office, Lot 9, Umbumbulu), to the highest bidder without reserve:

Erf 19, Sunnyside Park, Registration Division ET, situate in the Umbumbulu Town Council, Province of KwaZulu-Natal, in0 extent 738 (seven hundred and thirty eight) square metres, held by Deed of Transfer No. T30675/1998.

Physical address: 19 Sunnyside Park, Sunnyside, Umbumbulu.

Improvements: The following information is furnished but not guaranteed: A single storey block & tile dwelling comprising of 3 bedrooms (floor carpeted), kitchen, bathroom/toilet.

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

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Umbumbulu, Sheriff's Office, Lot 9, Umbumbulu.

Dated at Durban this 7th day of March 2001.

D H Botha, for Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street. (Ref. Mrs Van Huysteen/N01839/937/MM.)

Case No. 7980/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SOLOMZI ASHWELL MDLEDLE N.O., Defendant

In terms of a judgment of the above Honourable Court dated the 18 December 2000 a sale in execution will be held on 19 April 2001 at 10h00 at 8th Floor, Maritime House, Salmon Grove No. 1, Durban, to the highest bidder without reserve:

Erf 2869, Lamontville, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 376 (three hundred and seventy six) square metres, held by Leasehold TL419/1991.

Physical address: 8 Inqu Street, Lamontville.

Improvements: The following information is furnished but not guaranteed: A brick & tile dwelling comprising of 2 bedrooms, kitchen, lounge, bathroom/toilet.

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

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

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

Dated at Durban this 8th day of March 2001.

D H Botha, for Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street. (Ref. Mrs Van Huysteen/N0183/685/MM.)

Case No. 9672/00

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MUNSAMI VEERAN, First Defendant, and MADRAMMA VEERAN, Second Defendant, and JUSTIN SHAUN VEERAN, Third Defendant

In pursuance of a judgment granted in the High Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the High Court, Masonic Grove, Durban, at 12:00 on Thursday, the 19th of April 2001:

Description: "Section No. 3 as shown and more fully described on Sectional Plan No. SS78/86 in the scheme known as Livingstone Terrace in respect of the land and building or buildings situate at Durban Local Authority Durban, of which section the floor area, according to the said Sectional Plan is 71 (seventy one) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST.18256/96".

Physical address: 3 Livingstone Terrance, 28 Livingstone Road, Durban.

Zoning: Special Residential.

The property consists of the following: Brick under tile double storey unit consisting of entrance hall, livingroom, 2 bedrooms, bathroom, kitchen, garden, yard, parking bay.

Nothing in this regard is guaranteed.

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
- 3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
- 4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban North, Office and Sales Room, 15 Milne Street, Durban, Natal.

Dated at Durban this 12th day of March 2001.

Garlicke & Bousfield Inc., Plaintiff's Attorney, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J C Jones/cn/G156348.90916.)

Case No. 3503/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and L COETZEE, 1st Defendant, and L J COETZEE, 2nd Defendant

The following property will be sold in execution to the highest bidder on Wednesday, 25 April 2001 at 10H00 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, namely:

Certain: Section 18, as shown and more fully described on Sectional Plan No. SS181/81 in the scheme known as Redfern, in respect of the land and building or buildings situated at Pinetown, in the Local Area Authority of Pinetown, of which section the floor area, according to the said sectional plan is 98 (ninety eight) 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.

The property is improved, without anything warranted by: Dwelling under brick & tile consisting of a flat consisting of dining-room/lounge, kitchen, 3 bedrooms, with b.i.c. and bathroom and separate toilet, and a carport.

Physical address is: Flat 126, Unit 18 Redfern, Bohmer Road, New Germany.

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

The full conditions can be inspected at the offices of the Sheriff, High Court, 2 Samkit Centre, 62 Caversham Road, Pinetown.

A. T. Kitching, for Geyser, Liebetrau, Du Toit & Louw, 7 Greathead Lane, Pinetown. (Tel. 702-0331.) (Ref. ATK/BC/T1035.)

Case No. 3089/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and T T BHENGU, 1st Defendant, and H N BHENGU, 2nd Defendant

The following property will be sold in execution to the highest bidder on Wednesday, 25 April 2001 at 10H00 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, namely:

Certain: Lot 4937, Pinetown (Extension No. 51), situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 188 (one thousand one hundred and eighty eight) square metres, held by Deed of Transfer T16521/93.

The property is improved, without anything warranted: Dwelling under brick & tile consisting of: 3 bedrooms, entrance hall, lounge, dining-room, kitchen, bathroom with toilet and bathroom with shower and toilet.

Physical address is: 6 Neela Road, Pinetown.

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

The full conditions can be inspected at the offices of the Sheriff, High Court, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Geyser, Liebetrau, Du Toit & Louw, 7 Greathead Lane, Pinetown. (Tel. 702-0331.) (Ref. ATK/BC/T1014.)

Case No. 1284/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMVOTI HELD AT GREYTOWN

In the matter between ABSA BANK, Execution Creditor, and KEVIN JAMES LITTLE, 1st Execution Debtor, and CHARLENE LITTLE, 2nd Execution Debtor

In pursuance of a judgment granted on 20 November 2000 in the above Court and the warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on Friday, 20 April 2001 at 11h00, in front of the Magistrate's Court, Greytown:

- 1. (a) Deeds Office description: Units consisting of Sections 8 & 18 as shown and more fully described on Sectional Plan No. 425/95, in the scheme known as Greyperm Heights in respect of the land and buildings situated in the Greytown Transitional Local Council Area, Province of KwaZulu-Natal, in extent fifty-nine (59) and thirteen (13) square metres respectively, held under Deed of Transfer ST10288A/1995.
 - 1. (b) Street address: Corners of Shepstone and Pine Streets, Greytown.
 - 1. (c) Improvements: Onebedroomed flat, bathroom, kitchen, lounge, balcony and undercover carport.
 - 1. (d) Zoning: Residential.

NB: Neither the Execution Creditor nor the attorneys warrant any of the above details.

Material conditions:

The conditions of sale may be inspected at the office of the attorneys for the Execution Creditor and at the office of the Sheriff of the Magistrate's Court, Greytown. The material conditions are, inter alia:

- (1) The sale shall be by public auction without reserve to the highest bidder.
- (2) The purchaser shall deposit 1/10 (one tenth) of the purchase price with the auctioneer on the signing of the conditions of sale and the balance of the purchase price, together with interest shall be paid in cash or secured by the furnishing of a bank or building society guarantee within 14 (fourteen) days after date of sale.

(3) The sale shall be subject to the terms and conditions of the Magistrate's Court Act (Act 32 of 1944) as amended and the Rules made thereunder.

Dated at Greytown on this 2nd day of March 2001.

Nel & Stevens, Attorneys for Judgment Creditor, 117a Voortrekker Street (P.O. Box 60) (DX 1), Greytown, 3250. (Ref. BLS/mb/10 A020 009.)

Case No. 1929/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ESKOM FINANCE COMPANY (PTY) LIMITED, Plaintiff, and AMORA NEL, 1st Defendant, and ISMAEL HERCULES STEPHANUS NEL, 2nd Defendant

Take notice that in execution of a judgment by default in the above Court, a sale in execution, will be held by the Sheriff of the High Court, Verulam, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Monday, 23 April 2001 at 09:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Portion 18 of Erf 6, Glen Anil, Registration Division FU, in the North Local Council Area, Province of KwaZulu-Natal, in extent 1 235 (one thousand two hundred and thirty five) square metres, held by the Defendants under Deed of Transfer T33297/1995.

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

- 1. The property's physical address is 50 The Curl Street, Glen Anil, Durban.
- The improvements consists of a single-storey dwelling constructed of brick under tile and consisting of 3 bedrooms, lounge, dining-room, kitchen, toilet, bathroom, double garage, iron manual gates, tarred driveway, brick and pre-cast fencing and burglar bars.
 - 3. The town-planning zoning of the property is: Special Residential.

The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Verulam, at 1 Trevennen Road, Lotusville, Verulam, Province of KwaZulu-Natal.

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

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26E0301/00.)

Case No. 6682/98

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

In the matter between NBS BANK LTD, Execution Creditor, and ABC PROPERTIES BK, 1st Execution Debtor, AIR BRAKE COMPONENTS BK, 2nd Execution Debtor, RODNEY LIONEL PHILIPS, 3rd Execution Debtor, and CLARICE PHILIPS, 4th Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Enpangeni dated the 22nd September 1998, the following immovable property will be sold in execution on the 19th April 2001 at 11:00, at front steps, Magistrate's Court, Empangeni to the highest bidder:

Certain: Portion 8 of Farm Felixton Lot 112, Umhlatuzi No. 13942, in extent 2,1068 (two comma one nil six eight) hectares.

Improvements: 2 dwelling houses, house consisting of 3 bedrooms, 1 and 1/2 bathroom, lounge room, kitchen, dining-room and 3 garages. House 2 consisting of 4 bedrooms, 2 bathrooms, lounge room, dining-room, kitchen and 2 garages. Cottage with bedroom with bathroom.

Physical address: Farm Felixton.

Material conditions of sale: The purchaser shall pay 10% (ten) per cent of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Empangeni.

The full conditions can be inspected at the office of the Sheriff of Court, Union Street, Empangeni.

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

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

Dated at Empangeni this 7th March 2001.

Bothas Incorporated, Plaintiff's Attorneys, Kingfisher Court, Addision Street; P.O. Box 573, Empangeni, 3880. [Tel. (035) 792-2011.] (Ref. Mr Walsh/MDT/N0275.)

Case No. 445/2001

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

In the matter between FIRSTRAND BANK LIMITED, Execution Creditor, and THULANI VINCENT XULU, First Execution Debtor, and NOBUKHOSI XULU, 2nd Execution Debtor

In pursuance of a judgment granted on the 12th day of February 2001, in the Magistrate's Court, Pietermaritzburg and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on the 20th day of April 2001 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg:

Description: Portion 42 of Erf 1795, Pietermaritzburg, Registration Division FT, situated in the Pietermaritzburg/Msunduzu Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 410 square metres.

Postal address: 5 Dyson Place, Bisley Heights, Pietermaritzburg, KwaZulu-Natal.

The property consists of a lounge, dining-room, kitchen, 3 bedrooms and 2 bathrooms.

The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and the full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg on this 12th day of March 2001.

G J Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case No. 13963/99

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

In the matter between THE OUTER WEST LOCAL COUNCIL, Plaintiff, and S. SIBIYA, 1st Defendant, and M. SIBIYA, 2nd Defendant

In pursuance of judgment in the above action immovable property listed hereunder shall be sold in execution to the highest bidder on the 18 day of April 2001, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown at 10H00:

Description: Erf 2508, Kloof (Extension No. 12), Registration Division FT, situated in the Durban Metropolitan Unicity Municipality Area, Province of KwaZulu-Natal, in extent of 910 square metres, held by Deed of Transfer T5925/93KZ.

Physical address: 5 Daisy Lane, Wyebank, Kloof.

Improvements: Brick dwelling under tile comprising of 3 bedrooms (en-suite), dressing room, bathroom/toilet, lounge, dining-room, kitchen and garage.

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

Case No. 864/2000

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

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

In pursuance of judgment in the above action immovable property listed hereunder shall be sold in execution to the highest bidder on the 20 day of April 2001, at 11H00, at the Sheriff's Salesroom, 1 Ridge Road, Cato Ridge (opposite the Cato Ridge Library).

Description: Remainder of Erf 365, Botha's Hill, Registration Division FT, situated in the Durban Metropolitan Unicity Municipality area, Province of KwaZulu-Natal, in extent of 3 198 square metres, held by Deed of Transfer T38743/94KZ.

Physical address: 17 Nquna Road, Botha's Hill.

Improvements: Single storey, brick dwelling under tile, comprising of 5 bedrooms, 3 bathrooms, 2 showers, toilet, lounge, dining-room and kitchen. Outbuilding: 2 Bedroom flat, carport for 4 cars.

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

Case No. 977/2000

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

In the matter between THE OUTER WEST LOCAL COUNCIL, Plaintiff, and K. MOODLEY, Defendant

In pursuance of judgment in the above action immovable property listed hereunder shall be sold in execution to the highest bidder on the 20 day of April 2001, at 11H00, at the Sheriff's Salesroom, 1 Ridge Road, Cato Ridge (opposite the Cato Ridge Library).

Description: Remainder of Erf 2, Cliffdale, Registration Division FT, situated in the Durban Metropolitan Unicity Municipality area, Province of KwaZulu-Natal, in extent of 2,7906 hectares, held by Deed of Transfer T2257/84KZ.

Physical address: Lot 2, Cliffdale.

Improvements: Double storey, brick dwelling under tile, consisting of bedrooms, bathroom/toilet, lounge, kitchen (unable to establish how many rooms rooms etc and house locked). Outbuildings: Single garage, servants' quarters, electric fence around property.

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

Case No. 29322/00

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

In the matter between The Trustees of the BODY CORPORATE, Judgment Creditor/Plaintiff of Seascapes, and Mr DHLOMO, Judgment Debtor/Defendant

In pursuance of a judgment granted on the 5th day of September 2000, in the Magistrate's Court for the District of Durban held at Durban, the property listed hereunder will be sold in execution, on Thursday, the 19th day of April 2001 at 10h00 at 8th Floor, Maritime House, cnr Salmon Grove Chambers & Victoria Embankment, Durban:

Description: Section 16 as shown and more fully described on Sectional Plan SS213/90 in the scheme known as Seascapes in respect of the land and building or buildings situated at Isipingo of which section the floor area according to the sectional plan is 104 square metres in extent; and

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

Exclusive use area, Garden Area GA16 in extent 139 square metres, being part of the common property comprising the land and scheme known as Seascapes.

Postal address: Unit 16, Seascapes, Ernest Clokie Road, Isipingo.

Improvements: Simplex house, single storey, tiled roof, lounge, tiled floor, dining-room, tiled floor, kitchen, tiled floor, fitted cupboards, 3 bedrooms, bedroom en suite shower, toilet basin tiled, bathroom bath basin toilet.

Although nothing in this regard is guaranteed.

The conditions of sale:

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

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

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

Dated at Durban on this 12th day of March 2001.

Mula, Mulla & Mayat, Plaintiff's Attorneys, 486 Windermere Road, Morningside, Durban, 4000. (Tel. 303-5633.) (Ref. 41 1906 009 EM/sf.)

Case No. 167/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and AMICHAND RAMLOCHEN, Defendant

In terms of a judgment of the above Honourable Court dated the 4 February 1998 a sale in execution will be held, on Friday, the 20th April 2001 at 10h00 at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Erf 6, Palmview, Registration Division FU, situated in the Durban Entity, Province of KwaZulu-Natal, in extent two hundred and sixty six (266) square metres, held by Deed of Transfer T8009/1997.

Physical address: 20 Canterpalm Place, Palmview, Phoenix.

Improvements: The following information is furnished but not guaranteed: It is a block under tile building with water & lights consisting of 2 bedrooms, lounge, kitchen, toilet & bathroom combined. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots")

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Inanda Area 1, 1st Floor, 12 Groom Street, Verulam.

Dated at Durban this 12th day of March 2001.

D H Botha, Strauss Daly Inc., 1st Floor, 21 Aliwal Street (Docex No. 27), Durban, 4001. (Tel. 304-3433.) (Ref. Mrs Radford/mg/S0932/118.)

Case No. 1937/2000

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Execution Creditor, and PHILLIP FANLO NSELE, Execution Debtor

In pursuance of a judgment granted on the 28th November 2000 in the Magistrate's Court for the District of Eshowe, held at Eshowe and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution, on Wednesday, the 25th April 2001 at the Sheriff's Offices which are situated at No. 70 Main Street, Eshowe, at 11h00:

Description: Erf 2537, Sundumbili B, Registration Division FU, situated in the Mandeni Transitional Local Council Area, Province of KwaZulu-Natal, in extent of two hundred and ninety eight (298) square metres, held under Deed of Grant TG1888/1992KZ.

Street address: B2537 Sundumbili Township, Mandeni, KwaZulu-Natal.

Improvements: The property is vacant piece of land.

Zoning: Residential.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Eshowe, which are situated at No. 70 Main Street, Eshowe.

Dated at Durban this 13th day of March 2001.

Mathe and Zondo Incorporated, Execution Creditor's Attorneys, First Floor, Protea House, 332 West Street, Durban, 4001. (Ref. Mr Z.E. Buthelezi/zm/C0016061.)

Case No. 119/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Durban & Coast Local Division)

In the matter between BOE BANK LIMITED, Execution Creditor, and ANTONIO JOAO MENDES CIPRIANO, First Execution Debtor, and MARIANA CARRILHO CIPRIANO, Second Execution Debtor

In pursuance of a judgment in the High Court dated 21st February 2001 and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on the 24th day of April 2001 at 11h00 on the front steps, Magistrate's Court, Union Street, Empangeni, to the highest bidder:

Property description: Erf 8974, Richards Bay (Extension 28), situated in the Richards Bay Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 4 243 (four thousand two hundred and forty-three) square metres, held under Deed of Transfer No. T26425/91.

Physical address: 25 Ceramic Curve, Richards Bay, KwaZulu-Natal.

Improvements: Brick under tile industrial premises comprising:

Shop 1: AA Auto Repairs: 2 toilets, kitchen, office and workshop.

Shop 2: Allied: Storeroom, 4 offices, kitchen, 2 toilets, workshop & small yard.

Shop 3: JS Industries: Office, workshop, 2 toilets, washbay and kitchen.

Shop 4: East Coast Auto: Office, workshop, 2 toilets and kitchen.

Shop 5: NRB Weldtech: Workshop, office, 2 toilets and kitchen.

Shop 6: LUBRT Service: Workshop, office, 2 toilets and kitchen.

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

Zoning (the accuracy hereof is not guaranteed): Industrial/commercial.

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- The full Conditions of Sale may be inspected at the offices of the Sheriff Empangeni, First Floor, Davidson Chambers,
 Union Street, Empangeni.

Dated at Durban this 15th day of March 2000.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:NBS/SALE/C 168:BOEB2.322.)

Case No. 35142/2000

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

In the matter between MARSHALLS GROUP LIMITED, Execution Creditor, and THAVER PANEL BEATERS ENTER-PRISES CLOSE CORPORATION t/a THAVER ENTERPRISES, First Execution Debtor, and SIVALINGAM THAVER, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court Durban, held at Durban, dated 30th August 2000 and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on the 23rd day of April 2001 at 9h00 on the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: Erf 4694, Tongaat (Extension 31), Registration Division FU, situated in the North Local Council Area, Province of KwaZulu-Natal, in extent 787 (seven hundred and eighty-seven) square metres, held under Deed of Grant No. T16063/1986.

Postal address: 49 Seatide Drive, Tongaat, KwaZulu-Natal.

Improvements: Double storey face brick under tile dwelling comprising: Upstairs: 4 bedrooms, lounge with bar, 2 toilets and 2 bathrooms under construction. Downstairs: 3 bedrooms (with en-suite), open plan lounge and dining-room (carpeted), kitchen, toilet, bathroom, 4 balconies, triple electronic garage and bricked fencing. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

Zoning (the accuracy hereof is not guaranteed): Special Residential.

- 1. The sale shall be subject to the Magistrate's Court Act No. 32 of 1944 (as amended) and the Rules made thereunder.
- 2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price or R500 whichever is the greater, and the Auctioneer's charges in cash at the time of the sale.
- 3. The full Conditions of Sale may be inspected at the offices of the Sheriff, Inanda Verulam Area 2, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban this 6th day of March 2001.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C: OTHERSALES/MARS0524.6/K Pohl.)

Case No. 5654/00

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

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

In pursuance of a judgment granted on the 31st August 2000 in the above Court, and a Writ of Execution issued thereafter, the Judgment Debtor's immovable property listed hereunder shall be sold in Execution, to the highest bidder on the 19th April 2001 at 11h00 at the front steps, Magistrate's Court, Empangeni.

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

- 1. (b) Street address: 35 Richard Gordon, Empangeni.
- 1. (c) *Improvements* (not warranted to be correct): Brick under asbestos dwelling consisting of: 3 bedrooms, 2 bathrooms with toilet, dining-room, kitchen, lounge, swimming-pool & garage. *Granny flat:* Bedroom, bathroom with toilet, kitchen and lounge.
 - 1. (d) Zoning/special privileges or exemptions: Special Residential Zoning, no special privileges or exemptions.
- 2. The Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court, First Floor, Davidson's Chambers, Union Street, Empangeni.
- 3. The sale shall be by public auction without reserve to the highest bidder. In subject to the provisions of Section 66(2) of the Magistrate's Court Act.

Dated at Empangeni this 06th day of March 2001.

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

Case No. 800/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMVOTI HELD AT GREYTOWN

In the matter between THE TOWN COUNCIL GREYTOWN, Execution Creditor, and JABULANI SAMUEL ZONDI, Execution Debtor

In pursuance of a judgment granted on 13 January 1999 in the above Court and the warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on Friday, the 20th day of April 2001 at 11h00, in front of the Magistrate's Court, Greytown:

- 1. (a) Deeds office description: Lot 417, Enhlalakahle, Registration Division FT, situate in the Greytown Transitional Local Council Area, Province of KwaZulu-Natal, in extent two hundred and ninety-two (292) square metres, held under Deed of Transfer Number TL572/1988.
 - (b) Street address: D596 Maphanga Road, Greytown.
- (c) Improvements: 4 roomed house, brick under iron, 2 bedrooms, lounge & diningroom combined with kitchen plus bathroom with toilet. Also, separate 2-roomed flatlet and block under iron.
 - (d) Zoning: Residential.
 - NB: Neither the execution creditor nor the attorneys warrant any of the above details.

Material conditions: The conditions of sale may be inspected at the office of the attorneys for the Execution Creditor and at the office of the Sheriff of the Magistrate's Court, Greytown. The material conditions are, inter alia:

- 1) The sale shall be by public auction without reserve to the highest bidder.
- 2) The purchaser shall deposit 1/10 (one tenth) of the purchase price with the auctioneer on the signing of the conditions of sale and the balance of the purchase price, together with interest shall be paid in cash or secured by the furnishing of a bank or building society guarantee within 14 (fourteen) days after date of sale.
- 3) The sale shall be subject to the terms and conditions of the Magistrate's Court Act (Act 32 of 1944) as amended and the rules made thereunder.

Dated at Greytown on this 27th day of February 2001.

Nel & Stevens, Attorneys for Judgment Creditor, 117a Voortrekker Street, P O Box 60 (DX 1), Greytown, 3250. (Ref. BLS/cv/10 T016 177.)

Case No. 5595/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED, trading as NBS, Plaintiff, and PUTHMANATHAN PERUMALL PADAYACHEE, First Defendant, and RACHEL PADAYACHEE, Second Defendant

In pursuance of a judgment granted in the High Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance of the Magistrate's Court, Moss Street, Verulam, at 10:00 am on Friday, 20 April 2001:

Description: "Erf 1027, Sunford, Registration Division FU, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 405 (four hundred and five) square metres, held under Deed of Transfer No. T17579/97".

Physical address: 6 Valeford Road, Sunford, Phoenix, KwaZulu-Natal.

Zoning: Special Residential.

The property consists of a single storey brick under tile detached dwelling comprising of lounge, kitchen, 3 bedrooms, bathroom, shower and 2 toilets.

Nothing in this regard is guaranteed.

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

Dated at Durban this 12th day of March 2001.

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

Case No. 250/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between BOE BANK LIMITED (Registration No. 51/00847/06), Plaintiff, and MARTHAPERSADH MUNESSAR, Defendant

In pursuance of a judgment of the High Court of South Africa (Natal Provincial Division), the following immovable property belonging to the abovenamed Defendant, will be sold in execution on Friday, 20 April 2001 at 10h30 by the Sheriff of the High Court, at 17 Drummond Street, Pietermaritzburg, to the highest bidder, without reserve:

Portion 412, of the Farm Orient Heights No. 15738, Registration Division FT in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal in extent 409 (four hundred and nine) square metres.

The following information relating to the property is furnished but not guaranteed in any way:

- 1. The property is situate at 15 Odeon Terrace, Orient Heights, Pietermaritzburg, KwaZulu-Natal.
- 2. The property is a single storey dwelling house under brick and tile comprising 3 bedrooms, bathroom, w.c., lounge, diningroom and kitchen. No outbuildings.
- 3. The full conditions of sale may be inspected at the office of the Sheriff of the High Court, 17 Drummond Street, Pietermaritzburg.

Dated at Pietermaritzburg this 12th day of March 2001.

Dawsons, Plaintiff's Attorneys, 271 Prince Alfred Street, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/001.)

Case No. 178/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between BOE BANK LIMITED (Registration No. 51/00847/06), Plaintiff, and SIBUSISO MICHAEL HLONGWA, Defendant

In pursuance of a judgment of the High Court of South Africa (Natal Provincial Division), the following immovable property belonging to the abovenamed Defendant, will be sold in execution on Friday, 20 April 2001 at 10h30 by the Sheriff of the High Court, at 17 Drummond Street, Pietermaritzburg, to the highest bidder, without reserve:

Site 1357, Edendale BB Registration Division FT, situate in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal in extent 751 (seven hundred and fifty one) square metres.

The following information relating to the property is furnished but not guaranteed in any way:

The property is situate at Lot 1357, Unit BB, Unnamed Road, Edendale East, Pietermaritzburg, KwaZulu-Natal.

- The property is a single storey dwelling house under brick and tile comprising 3 bedrooms, bathroom, w.c., lounge and kitchen. No outbuildings.
- The full conditions of sale may be inspected at the office of the Sheriff of the High Court, 17 Drummond Street, Pietermaritzburg.

Dated at Pietermaritzburg this 12th day of March 2001.

Dawsons, Plaintiff's Attorneys, 271 Prince Alfred Street, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/00.)

Case No. 358/2001

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

In the matter between BOE BANK LIMITED (Registration No. 51/00847/06), Plaintiff, and GWENDA DAWN OSBORNE, Defendant

In pursuance of a judgment of the High Court of South Africa (Natal Provincial Division), the following immovable property belonging to the abovenamed Defendant, will be sold in execution on Friday, 20 April 2001 at 10h30 by the Sheriff of the High Court, at 17 Drummond Street, Pietermaritzburg, to the highest bidder, without reserve:

Section No. 5, as shown and more fully described on Sectional Plan No. SS29/1978, in the scheme known as Loreen Court, in respect of the land and building or buildings situate at Pietermaritzburg, in the Pietermaritzburg–Msunduzi Transitional Local Council Area, of which section the floor area, according to the said Sectional Plan, is 92 (ninety two) square metres in extent; an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

The following information relating to the property is furnished but not guaranteed in any way:

- 1. The property is situate at 4 Loreen Court, 130 Church Street, Pietermaritzburg, KwaZulu-Natal.
- 2. The property is a flat comprising 2 bedrooms, bathroom, w.c., lounge, diningroom and kitchen. Other facilities comprise a drying area.
- 3. The full conditions of sale may be inspected at the office of the Sheriff of the High Court, 17 Drummond Street, Pietermaritzburg.

Dated at Pietermaritzburg this 12th day of March 2001.

Dawsons, Plaintiff's Attorneys, 271 Prince Alfred Street, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/00.)

Case No. 840/00

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

In the matter between M. HARRIPERSAD, Plaintiff, and SOOBRAMONEY NAIDOO, 1st Defendant, and VIMLA DEVI NAIDOO, 2nd Defendant

In pursuance of a judgment of the Magistrate's Court for the District of Inanda held at Verulam and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, the 20th April 2001 at 10:00 a.m. at the Magistrate's Court, Moss Street, Verulam.

Description: Erf 31, Redfern, situate in the Registration Division FT, Durban Entity, Province of KwaZulu-Natal, in extent 851 (eight hundred and fifty one) square metres.

Postal address: 13 Roundfern Road, Redfern, Phoenix, 4008.

Improvements: Brick under tile dwelling comprising of carport, kitchen, diningroom, lounge, 4 bedrooms, toilet & toilet and bathroom, incomplete bedroom with en-suite, double garage, room, toilet—block wall fencing and paved yard.

Town-planning zoning: Residential.

Special privileges: Nil.

Material conditions:

- 1. The sale shall be subjected to the terms and conditions of Magistrate's Court Act, and the Rules made thereunder.
- 2. The purchaser shall pay 10% of the purchase price immediately after the sale and the balance against registration of the transfer into the name of the purchaser.

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

Dated at Verulam this 1st day of March 2001.

Messrs. Harold Gunase, Plaintiff's Attorneys, Suites 6/7, First Floor, Take and Pay Centre, 36 Todd Street, Verulam. (Ref: AG/SR/H488.)

Case No: 966/2000

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

In the matter between: THE UGU REGIONAL COUNCIL, Execution Creditor, and A ISMAIL, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Port Shepstone, dated the 12/05/2000, the following immovable property will be sold in execution on the 20/04/2001 at 11H00a.m. at the Magistrate's Court, Port Shepstone, to the highest bidder:

Property description: Remaining extent of Erf 850, Port Shepstone, Registration Division ET, situate in the Port Shepstone Transitional Local Council Area and in the UGU Regional Council Area, Province of KwaZulu-Natal, in extent 736 (seven hundred and thirty six) square metres.

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

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

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

Dated at Port Shepstone this 23rd day of March 2001.

Messrs Eriksson & McConnell, Execution Creditor's Attorneys, 50 Bisset Street, PO Box 29, Port Shepstone, 4240. (Ref: Mr Stroud/PN.)

Case No. 5076/96

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

In the matter between ABSA BANK LIMITED (86/04794/06), Plaintiff, and MRS DOROTHY ULYATE, 1st Defendant, and MR GUY LESLIE ULYATE, 2nd Defendant

In terms of a judgment of the above Honourable Court dated 7th October 1996, a sale in execution will be held at 12h00 on 19th April 2001 on the steps of the High Court, Masonic Grove, Durban, to the highest bidder without reserve:

Lot 154 of 69 of 12 No. 1548, situate in the City of Durban, County of Victoria, Province of Natal, in extent 2 064 (two thousand and sixty four) square metres, now known as Sub 154 of Lot 944, Durban North, situate in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 2 064 (two thousand and sixty four) square metres by virtue of Deed of Transfer no. T81/1981.

Physical address: 29 Gainsborough Drive, Durban.

The following information is furnished but not guaranteed: Brick under tile dwelling consisting of lounge, diningroom, kitchen, 4 bedrooms, study, bathroom/toilet, bathroom/toilet, shower/toilet, double garage, utility room, toilet/shower and swimming-pool. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

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

Dated at Durban this 7th March 2001.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; PO Box 714, Durban, 4000. [Telephone: (031) 304-7614/5.] (Ref: CMK/A0034/882/Ms Meyer.)

Case No. 3570/2000

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

In the matter between THE LAND AND AGRICULTURAL BANK OF SOUTH AFRICA, Plaintiff, and HENDRIK LEONARDUS GRABE, Defendant

In pursuance of a judgment granted on the 12th of December 2000 in the High Court of South Africa, Natal Provincial Division and under writ of execution issued thereafter the immovable property listed hereunder shall be sold in execution to the highest bidder, on Wednesday, the 18th of April 2001 at 10:00 at the Magistrate's Court, Ladysmith:

Remainder of Portion 2 (of 1) of the Farm Lange Kloof No. 8281, Registration Division GS, Province of KwaZulu-Natal, in extent 87,5569 hectares;

Remainder of Portion 3 of the Farm Jagers Rust No. 2376, Registration Division GS, Province of KwaZulu-Natal, in extent 321,3091 hectares; and

Remainder of Portion 1 of the Farm Jagers Rust No. 2376, Registration Division GS, Province of KwaZulu-Natal, in extent 268,4352 hectares, held by the Defendant under Deed of Transfer T4939/1999, in the name of Hendrik Leonardus Grabe.

Buildings and improvements alleged to exist on the property(ies); although in this respect, nothing is guaranteed: 2 Homesteads, garage and storeroom, 2 broiler houses, dairy and steel construction shed and 2 rondayels.

Prospective purchasers' attention is drawn to the fact that the Land Bank is under no obligation to point out boundaries or beacons in respect of the property. No assurance can be given that the alleged buildings and other improvements do exist or are situated on the property as stated above, nor that any of them is free from a right of retention or hire purchase agreement, nor that an adjoining owner has no interest or claim for contribution in respect of any boundary fencing.

The property is sold "voetstoots" as it stands, subject to all servitudes and conditions specified in the title deed.

The purchaser shall pay Auctioneer's charges on the day of the sale at the rate of five per centum (5%) of the first thirty thousand rand (30 000) and thereafter on the balance at three per centum (3%) subject to a maximum of seven thousand rand (7 000) and a minimum of three hundred rand (300) and in addition, transfer dues, costs of transfer, transfer duty and any arrear rates, taxes, or other charges necessary to effect transfer upon request by the Attorney for the Execution Creditor.

Any Value Added Tax which is payable arising out of or in connection with this sale, (whether same is a deemed supply in terms of Section 8(1)(b) of the Value Added Tax Act No. 89 of 1991 or otherwise) shall be added to the sale price and shall be paid in cash by the purchaser on the same day after request in writing therefore.

The balance of the purchase price, plus 14,5% interest compounded monthly thereon from the date of sale to date of payment, shall be payable to the Land Bank within 3 months after the date of sale.

The property is being sold free of any lease agreements, rights of occupation, sale agreements and/or usufruct.

The Land Bank reserves the right at any time to withdraw from the sale any property, which is offered for sale.

Dated at Pietermaritzburg this 23 day of March 2001.

J Stockton, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case No. 5097/98

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

In the matter between PORT SHEPSTONE LOCAL COUNCIL, Execution Creditor, and SUB 12 LOT 108 UMTENTWENI CC, Execution Debtor

Pursuant to a judgment granted by the above Honourable Court on the 28th March 2000 and a warrant of execution served on the 2nd January 2001, the undermentioned property will be sold by public auction on Friday, the 20th April 2001 at 11h00 in front of the Magistrate's Court, Port Shepstone:

Property description: Portion 15 of Erf 108 Umtentweni (Ext No. 3), Registration Division ET, in the Port Shepstone Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal in extent 6237 (six thousand two hundred and thirty seven) square metres, held under Deed of Transfer No. T21675/1995.

The property comprises the following: The property is a Vacant Stand.

Nothing in this regard is guaranteed.

- The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance together with interest thereon calculated at the rate of 15,50% per annum, against transfer, to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's Attorneys within 14 (fourteen) days after the sale which guarantee shall be approved by the Plaintiff's attorneys.
- 3. Transfer shall be effected by the attorneys for the Plaintiff, Messrs Grobler and Seethal and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer, upon request by the Plaintiff's Attorneys.
- 4. The full conditions of sale may be inspected at the office of either the Sheriff of the Magistrate's Court, Riverview Road, Sunwhich Port, Port Shepstone or at the offices of the Plaintiff's Attorneys.

Signed at Port Shepstone on this 12th day of March 2001.

Grobler & Seethal, Attorneys for Applicant, "The Chambers", 68 Escombe Street (P.O. Box 73), Port Shepstone, 4240. (Ref. 10U001020.)

Case No. 9281/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRSTRAND BANK LTD, Plaintiff, and DANIEL BENJAMIN KOEKEMOER, First Defendant, FRANCOISE ISABELLE KOEKEMOER, Second Defendant, JOHN EDMUND HOWARD, Third Defendant, and CARL DAVID FLATLEY, Fourth Defendant

1. The following property shall be sold by the Sheriff for the High Court, Durban Central, on 19 April 2001 at 10:00, Eighth Floor, Maritime House, Salmon Grove, Durban, to the highest bidder without reserve:

Section 5, as shown and more fully described on Sectional Plan SS173/1982, in the scheme known as Bay Towers, in respect of the land and building or buildings situated at Durban, in the Durban Entity, of which the floor area, according to the said sectional plan, 67 (sixty-seven) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST10493/1995, and Certificate of Registered Sectional Title 173/1982 (5) (Unit) and having physical address at Flat 104, Bay Towers, 121 Victoria Embankment, Durban, KwaZulu-Natal, and which, without anything being warranted thereby, is zoned residential and is improved by a dwelling comprising, lounge, dining-room, kitchen, bedroom, bathroom and w.c.

2. The sale is voetstoots and the successful bidder is to pay on conclusion of the sale in cash or by bank-guaranteed cheque a deposit of 10% of the price, plus the Sheriff's charges (being 5% on the first R30 000 of the price and 3% on the balance, plus VAT).

The full conditions of sale may be inspected at the office of the said Sheriff at Eighth Floor, Maritime House, Salmon Grove, Durban.

Dated at Durban this 14th day of March 2001.

W. N. Mann, for John Koch & Company, Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. WNM/ES/F3417.)

Case No. 38039/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and ABDOOL KARIM OSMAN GANI MOOSA, First Defendant, and XOHRA MOOSA, Second Defendant

The property which will be put up for auction on 24 April 2001 at 14:00, on the steps of the Magistrate's Court, Somsteu Road, Durban, consists of a certain piece of land being:

Description: Portion 249, of the farm Sydenham 14101, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 805 (eight hundred and five) square metres, held under Deed of Transfer T33544/1988.

Street address: 28 Linum Place, Asherville, Durban.

Improvements: Brick and tile double-storey house comprising of: Upstairs: Four bedrooms (three with en-suite and one with jaccuzi), b.i.c., floor—loose carpets, one room floor tiled, passage way tiled. Downstairs: Dining-room (floor tiled with wash basin), kitchen with units, fully tiled (open plan), lounge (floor tiled), prayer room (fully tiled), toilet (fully tiled), entrance hall (floor tiled), scullery with units (floor tiled), covered carports (floor tiled), front yard/back yard—brick paving. Swimming-pool (steel fence), yard fenced (brick wall/steel gates), doors/windows—burglar guards.

Zoning: Special Residential (nothing guaranteed).

- 1. The property and the improvements thereon are sold voetstoots and without any warranties.
- 2. The purchaser shall pay 10% of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within 14 (fourteen) days after date of sale.
 - 3. The full conditions of sale may be inspected at the office of the Sheriff's Office, Durban North, 15 Milne Street, Durban. Dated at Durban this 20th day of March 2001.

Livingston Leandy Incorported, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Tel. 327-4012.) (Ref. Mr Pentecost/cg.)

Case No. 68225/99

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

In the matter between ABSA BANK LIMITED, No. 86/04794/06, Execution Creditor, and Mrs NOMBUYISELO HILDEGARDE NGCOBO, Execution Debtor

In terms of a judgment of the above Honourable Court dated 13 April 2000, a sale in execution will be held on Friday, 20 April 2001 at 10:00, at the East entrance to the Magistrate's Court, Umbumbulu, to the highest bidder without reserve:

Ownership Unit 372, Magabeni A, Registration Division ET, situated in the Borough of Amanzimtoti, and in the Port Natal Ebhodwe Joint Services Board Area, Province of KwaZulu-Natal, in extent 543 (five hundred and forty-three) square metres, now known as Site 372, Magabeni A, Registration Division ET, situated in the South Central Local Council Area, Province of KwaZulu-Natal, in extent 543 (five hundred and forty-three) square metres.

Postal address: 372 Magabenia Township.

The following information is furnished but not guaranteed: Brick/cement block under tile/asbestos dwelling consisting of verandah, lounge, dining-room, three bedrooms, kitchen, bath/toilet, toilet/shower, detached single garage and granny flat consisting of toilet/shower, kitchen, lounge and two bedrooms.

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff for the Magistrate's Court, Lot 9, Umbumbulu, or at our offices.

Dated at Durban this 16th day of March 2001.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex 71.) [Tel. (031) 304-7614/5.) (Ref. CMK/A0034/2237/Ms Meyer.)

Case No. 8378/98

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

In the matter between: KWAZULU FINANCE & INVESTMENT CORPORATION, Plaintiff, and MBONGELENI DUBE, Defendant

In pursuance of a judgment granted on the 30 September 1998, in the above Court, and writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on the 10th of April 2001 at 11h00 at the front steps, Empangeni Magistrate's Court, Empangeni:

- 1. (a) Deeds Office Description: Ownership Unit No. A1376, in extent 464 (four hundred and sixty four) square metres situated in the Township of Ngwelezana, District of Lower Umfolozi, Province of KwaZulu-Natal.
 - (b) Street address: A1376, Ngwelezana Township, Lower Umfolozi.
- (c) Improvements: Bricks under dwelling consisting of three bedrooms, dining-room, kitchen, bathroom with toilet and garage.
 - (d) Zoning/Special Privileges or Exemptions: Special Residential zoning, no special privileges or exemptions.
 - 2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Empangeni.
 - 3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni on this 8th day of March 2001.

Messrs Ngwenya & Zwane Inc., No. 5 Hospital Road, Empangeni, 3880. (Ref: TBM389/98.)

Case No: 8999/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and KENNETH MLABA, Defendant

In pursuance of the judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Wednesday, the 25th April 2001 at 10H00.

Property description:

Site No. K125, extent 358 (three hundred and fifty eight) square metres, as shown on General Plan/Diagram No. 350/1987, situated in the Township of kwaDabeka, District of Pinetown, held by virtue of Deed of Grant No. 0008780.

Physical address: K125, kwaDabeka, 3602 Natal.

Zonina: Special Residential.

The property consists of the following: Single storey block under tile roof dwelling, comprising living rooms, bedrooms, bathrooms and kitchen.

Nothing in this regard is guaranteed.

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten percent) of the purchase price and the auctioneers commission in cash immediately after the sale and the balance against the transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's Attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.
- 3. Transfer shall be effected by the attorney for the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and/or levies/rates and/or value added tax and other necessary charges to effect transfer upon request by the sale attorneys.
- 4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, No 2 Samkit Centre, 62 Caversham Road, Pinetown.
 - S. D. Moloi & Associates, Suites 1111-1113, 11th Floor, Tower "C", Salisbury Centre, 349 West Street, Durban.

Case No: 7633/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and BHEKUMNDENI SAMSON NGCOBO, 1st Defendant, and EUNICE BUSISIWE NGCOBO, 2nd Defendant

In pursuance of the judgment granted in the High Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at Maritime House, 8th Floor, 1 Salmon Grove, Durban, on Thursday, the 26th April 2001 at 10H00.

Property description:

A unit consisting of:

- (a) Section No. 20, as shown and more fully described on Sectional Plan No. SS175/94, in respect of the land and building or buildings situate at Durban, City of Durban, of which the floor area, according to the said sectional plan, is 63 (sixty three) square metres in extent: and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST03898/95.
- 2. An exclusive use are being a Garden Area, described as G20, measuring 253 (two hundred and fifty three) square metres being as such part of the common property, comprising the land and the scheme known as Buckingham Road No. 32, in respect of the land and buildings situate at Durban, City of Durban, as shown and more fully described on Sectional Plan No. SS175/94, held under Notarial Cession of Exclusive Use Rights No: 00765/95.

Physical address: Section No. 20, Buckingham Road No. 32, Cato Manor.

Zoning: Special Residential.

The property consists of the following: Average clean 3 bedrooms, lounge, bathroom/wc, kitchen and garden (20).

Nothing in this regard is guaranteed.

- The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 4. The purchaser shall pay a deposit of 10% (ten percent) of the purchase price and the auctioneers commission in cash immediately after the sale and the balance against the transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's Attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.
- 5. Transfer shall be effected by the attorney for the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and/or levies/rates and/or value added tax and other necessary charges to effect transfer upon request by the sale attorneys.
- 6. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Sheriff's Office, Maritime House, 8th Floor, 1 Salmon Grove, Durban.

Dated at Durban on this 14th day of March 2001.

S. D. Moloi, for S. D. Moloi & Associates, Suites 1111-1113, 11th Floor, Tower "C", Salisbury Centre, 349 West Street, Durban. (Ref: SDM/pbm/G2000-141.)

Case No. 68225/99

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

In the matter between ABSA BANK LIMITED No. 86/04794/06, Execution Creditor, and MRS NOMBUYISELO HILDEGARDE NGCOBO, Execution Debtor

In terms of a judgment of the above Honourable Court dated the 13th April 2000 a sale in execution will be held on Friday, the 20th April 2001 at 10h00 at the East Entrance to the Magistrate's Court Umbumbulu, to the highest bidder without reserve:

Ownership Unit No. 372 Magabeni A, Registration Division ET, situated in the Borough of Amanzimtoti and in the Port Natal Ebhodwe Joint Services Board Area, Province of KwaZulu-Natal, in extent 543 (five hundred and forty three) square metres.

now known as:

Site No. 372 Magabeni A, Registration Division ET, situated in the South Central Local Council Area, Province of KwaZulu-Natal, in extent 543 (five hundred and forty three) square metres.

Physical address: 372 Magabenia Township.

The following information is furnished but not guaranteed: Brick/cement block under tile/asbestos dwelling consisting of: Verandah, lounge, dining-room, 3 bedrooms, kitchen, bath/toilet, toilet/shower, detached single garage and granny flat consisting of; toilet/shower, kitchen, lounge, 2 bedrooms.

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the Magistrate's Court, Lot 9, Umbumbulu or at our offices.

Dated at Durban this 16 March 2001.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P O Box 714, Durban, 4000/Docex 71. [Telephone: (031) 304-7614/5.] (Ref: CMK/A0034/2237/Ms Meyer.)

Case No. 3483/99

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and NOMAGUGU BONGIWE MASUKU, Defendant

In pursuance of a judgment granted on the 17th May 1999 in the above Court, and a Writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in Execution, to the highest bidder on the 24th April 2001 at 11h00 at the steps of the Magistrate's Court, Empangeni.

- 1. (a) Description: Lot 2898, Empangeni, Extension No. 23, situated in the Empangeni-Ngwelezane Transitional Local Council Area, Administrative District of Natal, in extent measuring 750 (seven hundred and fifty) square metres.
 - (b) Street Address: 60 Neil Armstrong Avenue, Empangeni.
- (c) *Improvements* (not warranted to be correct): Brick under tile dwelling consisting of three bedrooms, two bathrooms, lounge, dining room and kitchen. Flat consisting of lounge, one bedroom, bathroom and kitchen.
 - (d) Zoning/special privileges or exemptions: Special Residential Zoning, no special privileges or exemptions.
- 2. The Conditions of Sale may be inspected at the office Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni.
 - 3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 19th day of March 2001.

Kloppers Incorporated, First Floor, Partridge Place, Richards Bay; P O Box 1659, Richards Bay. (Reference: Mr Kloppers/dd/08/S003/011.)

Case No. 9583/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and THAMOTHARAN NAIDOO, First Defendant, and PADHMAVATHIE NAIDOO, Second Defendant

In terms of a judgment of the above Honourable Court dated the 6th February 2001 a sale in execution will be held on Thursday the 26th April 2001 at 10h00 at the 8th Floor, Maritime House, 1 Salmon Grove, Durban to the highest bidder without reserve:

Portion 5 of Erf 585, Bluff, Registration Division FU, in the Durban Entity, Province of KwaZulu-Natal, in extent one thousand and seventy (1070) square metres, held by Deed of Transfer No. T63393/1999.

Physical address:

115 Kingsklere Road, Bluff, Durban.

The following information is furnished but not guaranteed:

Single storey brick house under tiled roof, garage separate from the house, main house consisting of 5 bedrooms, toilet (carpeted), 2 bathrooms consisting of bath, basin and toilet (carpeted), lounge (carpeted), kitchen fitted cupboards (lino). Servants guarters. The property is fully fenced.

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

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

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

Dated at Durban this 23rd day of March 2001.

D H Botha, for Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street, Durban. (Tel: 304-3433.) (Ref: Mrs Radford/mg/S0932/419.)

Case No. 941/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between SYFRETS BANK LIMITED, Plaintiff, and SONESTA CONSTRUCTION (PTY) LIMITED, First Defendant, and EBRAHIM JOOSAB, Second Defendant

In pursuance of a judgment in the High Court of South Africa (Durban and Coast Local Division) dated 15 September 1998, the immovable property listed hereunder will be sold in execution at 09h00 on Monday, 23 April 2001, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: Lot 340, Verulam, situate in the Borough of Verulam, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 5 271 (five thousand two hundred and seventy-one) square metres.

Physical address: 11/13 Garland Street, Verulam.

Improvements: The property comprises eight brick under asbestos buildings and two outbuildings. The first building comprises two rooms, one used as a wrought iron room and the other is vacant. There is a vacant warehouse with no roof. The second building comprises a vacant warehouse. The third building comprises three warehouses and two offices. The fourth building comprises one warehouse and two toilets. The fifth building comprises one warehouse, kitchen and one toilet. The sixth building comprises one warehouse. The seventh building is an ablution block with three entrances with toilets, showers and urinals. The eight building is a residential building comprising three bedrooms, lounge, a prayer room, kitchen, shower, toilet and bathroom. The first outbuilding comprises one bedroom with toilet and bathroom, lounge and kitchen. The second outbuilding comprises two bedrooms, kitchen, toilet and shower. There are two undercover parkings, wire fencing around the property, a cemented driveway and iron gates.

Town planning zoning: Light Industrial.

Nothing is guaranteed in the above respects.

Material conditions:

- 1. The sale shall be subject to the terms and conditons of the High Court Act and the Rules made thereunder.
- 2. 10% of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.
- The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within fourteen days after the date of sale.
- 4. The purchaser shall be liable for payment of interest at the rate of 20,25% per annum on the purchase price to the Plaintiff from the date of sale to the date of registration of transfer.
- 5. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, levies, sewerage connection fees (if any) taxes and other charges necessary to effect transfer on request by the said Attorneys.

- The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Inanda District Two, Verulam, and at the offices of the Execution Creditor's Attorneys.
 - 7. Prospective purchasers are advised to inspect the property prior to the sale.

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

Cox Yeats, Execution Creditor's Attorneys, 12th Floor/13th Floor, Victoria Maine, 71 Victoria Embankment, Durban; P.O. Box 3032, Durban, 4000. [Tel. (031) 304-2851.] (Ref. M. Jackson/17S517137.)

Case No. 22/1989

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

In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and C S BHENGU, Defendant

In pursuance of a judgment granted in the above Honourable Court and a warrant of execution, the undermentioned property will be sold in execution on Friday, the 20th day of April 2001 at 09h30, in front of the Magistrate's Court, Ezakheni:

Unit C5088, Ezakheni, in extent 1 440 square metres, situate in the Ladysmith/Emnambithi Transitional Local Council Area, Administrative District of KwaZulu-Natal, held under Title Deed No. G005944/1988.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Zoning: Shop.

Improvements: Block under iron building (367 m2) consisting of service area, 2 toilets, store-room.

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

- The property shall be sold by the Sheriff of Ladysmith on the 20th day of April 2001 at 09h30 at the Magistrate's Court, Ezakheni.
- 2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100,00 in value above the preceeding bid shall be accepted by the Sheriff.
- 3. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
- 4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of property sold. The property is deemed to have been purchased "voetstoots".
 - 5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's Attorney, or the Sheriff of Ladysmith. Dated at Ladysmith on this 23rd day of March 2001.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Our Ref: Mr Swanepoel/CKF021.)

Case No. 2402/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between FIRST RAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and GONASEGRAN GOUNDEN, 1st Defendant, and GITHA, GOUNDEN, 2nd Defendant

A sale in execution of the undermentioned property is to be held without reserve at front entrance of the Magistrate's Court, Verulam, on Monday, the 23rd day of April 2001 at 9h00.

Full conditions of sale can be inspected at the Sheriff, Inanda District 2, at 1 Trevenen Street, Verulam, and will be read out prior to the sale.

No warranties are given with regard to the description and/or improvements.

Property: Lot 4245, Verulam (Ext. 17) situate in the Borough of Verulam, Registration Division FU, Province of KwaZulu-Natal, known as 24 Kailas Weg, Suriya Heights, Verulam.

Improvements: 3 bedrooms, lounge, kitchen, bathroom/toilet.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref: Mr B. du Plooy/LVDM/GP3253.)

Case No. 489/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between FIRST RAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and SALVATORIS KHANYSILE PHEWA, Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of Magistrate's Court, 22 Chancery Lane, Pinetown, on Wednesday, the 18th day of April 2001 at 10h00.

Full conditions of sale can be inspected at the Sheriff Pinetown, 62 Caversham Road, Pinetown, and will be read out prior to the sale.

No warranties are given with regard to the description and/or improvements.

Property: Erf 5551, Pinetown (Extension 58), Registration Division FT, Province of KwaZulu-Natal, known as 67 James Herbert Road, Pinetown.

Improvements: Entrance hall, lounge, dining-room, kitchen, 3 bedrooms, bathroom, toilet, 2 garages, servants' quarters, toilet.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref: Mr B. du Plooy/LVDM/GP3237.)

Case No. 758/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between FIRST RAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and BRETT EMANUEL ONTONG, 1st Defendant, and NICOLLETTE MARESCE ONTONG, 2nd Defendant

A sale in execution of the undermentioned property is to be held without reserve on the steps of the High Court, Masonic Drive, on Thursday, the 19th day of April 2001 at 12H00.

Full conditions of sale can be inspected at the Sheriff Durban North at 15 Milne Street, Durban, and will be read out prior to the sale.

No warranties are given with regard to the description and/or improvements.

Property: Sec 25 in the scheme Villa Heights, known as 54 Villa Heights, 78 Villa Road, Sydenham.

Improvements: Lounge, dining-room, kitchen, bedroom, bathroom, toilet, enclosed porch and balcony.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref: Mr B. du Plooy/LVDM/GP3238.)

Case No. 1928/99

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

In the matter between: MLS BANK BEPERK, Plaintiff, and NONGOMA MEDICAL CENTRE CC, First Defendant, and LOOTS GYSBERT FRANCOIS, Second Defendant

In pursuance of a judgment granted on the 10th day of August 2000 in the High Court of South Africa, Natal Provincial Division and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on the 18th April 2001 at the Magistrate's Court, Nongoma, to the highest bidder:

Description: Remainder of Erf 451, Nongoma, situate in the Nongoma Transitional Council, Province of KwaZulu-Natal, in extent 3 000 (three thousand) square metres.

Street Address: Nongoma Medical Centre, Main Street, Nongoma.

Improvements: 2 buildings and a guard hut described as follows: Building 1: A single storey building comprising of three offices.

Building 2: A single storey building comprising two offices and an attached double garage.

Guard Hut: A single storey building.

Gross Building Area:

Building 1-325 m².

Building 2-134 m².

Guard Hut: 10 m2.

Walkway-90 m2.

Total-559 m²

Held by the Defendants in under Deed of Transfer Number: T23999/1992.

- 1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
- 2. The Purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the Purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualified 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 Plaintiff and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be effected by the Plaintiff or its attorneys and the Purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys. The Purchaser shall, in addition, be liable for payment of any Value Added Tax should same by payable.

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

Dated at Pietermaritzburg on this 29th day of March 2001.

Tim du Toit & Co., c/o Steenkamp Weakely & Partners, Plaintiff's Attorneys, 46 Braid Street, Pietermaritzburg. (Ref. L. Weakley/no/02T050008.)

Case No. 16394/00

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

In the matter between TRANSNET LIMITED, Execution Creditor, and JOVA CAIPHAS NEMBE, Execution Debtor

Sale in execution in pursuance of the judgment in the Magistrate's Court for the District of Pinetown, held at Pinetown, in the above-mentioned case and by virtue of Writ of Execution issued thereon, the Immovable Property listed hereunder will be sold by public auction to a highest bidder on Wednesday, 18 April 2001 at 10h00, at the Front Entrance, Magistrate's Court, 22 Chancery Lane, Pinetown.

Description: Site 6162, Kwandengezi A, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 450 square metres, held under Certificate of right of lease hold No. TG2388/1998 (KZ).

Improvements: Block and tile dwelling consisting of 3 bedrooms, lounge, kitchen, toilet and bathroom.

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

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

The full conditions may be inspected at the offices of the Sheriff of Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown, or Makhanya & Mvambo Attorneys.

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

To: The Sheriff, Magistrate's Court, Pinetown.

Makhanya & Mvambo Attorneys, Creditor's Attorneys, 1204 Denor House, Cnr Smith & Field Streets, Durban, 4000. [Ref. Coll-219-N (VMM/zd).]

Case No. 66052/00

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

In the matter between TRANSNET LIMITED, Execution Creditor, and MUSAWUHLELI LOCUST GWALA, Execution Debtor

Sale in execution in pursuance of the judgment in the Magistrate's Court for the District of Durban, held at Durban, in the above mentioned case, and by virtue of Writ of Execution issued thereon, the immovable property listed hereunder will be sold by public auction to a highest bidder on Thursday, 19 April 2001 at 11h00, at the front steps, Magistrate's Court, Empangeni:

Description: 9 Khayalami Flats, 14 Davies Crescent, Empangeni, described as:

- 1. A unit consisting of-
- (a) Section No. 9, as shown and more fully described on Sectional Plan No. SS245/95, in the scheme known as Khayalami Flats, in respect of land and building or buildings, situated at Empangeni, in the Empangeni Ngwelezane Transitional Local Council Area of which section the floor area, according to the said sectional plan, is 85 (eighty-five) square metres in extent; and
- (b) an individual share in the common property in the scheme apportioned to the said section in accordance with the participating quota as endorsed on the said sectional plan 15 Khayalami Flats, 14 Davies Crescent, Empangeni, described as:
 - 2. A unit consisting of-
- (a) Section No. 15, as shown and more fully described on Sectional Plan No. SS 245/95, in the scheme known as Khayalami Flats, in respect of the land and building or buildings, situated at Empangeni in the Empangeni Ngwelezane Transition Local Council Area, of which section in the floor area, according to the said sectional plan, is 85 (eighty-five) square metres in extent; and
- (b) an individual share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Improvements:

- 1. Face brick under dwelling of the property with the address known as 9 Khayalami Flats, 14 Davies Crescent, Empangeni consisting of 2 bedrooms, diningroom, kitchen and bathroom with toilet.
- 2. Face brick under asbestos roof property with the address known as 15 Khayalami Flats, 14 Davies Crescent, Empangeni consisting of lounge, kitchen, 2 bedrooms, bathroom and garage.

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

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

The full conditions may be inspected at the offices of the Sheriff of Empangeni, 1st Floor, Davidson Chambers, 12 Union Street, Empangeni or Makhanya & Mvambo Attorneys.

Dated at Durban on this 28th day of March 2001,

Makhanya & Mvambo Attorneys, Creditor's Attorneys, 1204 Denor House, Cnr Smith & Field Streets, Durban, 4000. [Ref. Coll-221-G00 (VMM/zd).]

Case No. 6230/97

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

In the matter between FEDERATED TIMBERS (PTY) LTD, Judgment Creditor, and SHARMIN 1 SAHATU t/a SHAROME BUILDERS & DEMOLISHERS, 1st Judgment Debtor, and OMESH SOMARU SAHATU, Second Judgment Debtor

In pursuance of a judgment by the above Court and a Warrant of Execution issued thereon, the undermentioned property will be sold in execution by public auction to the highest bidder for cash, by the Sheriff for the Magistrate's Court, Inanda, District Inanda Area Two at Moss Street, Verulam, on 23 April at 09:00 AM:

Erf 580, Earlsfield, Newlands and situated at 13 Copperfield Crescent, Earlsfield, Newlands.

Dated at Verulam on this 12th day of March 2001.

Messrs. Lyle Lambert Inc., Plaintiff's Attorneys, c/o Rindel and Company, Suite 1, First Floor, 3 Groom Street, Verulam. (Ref. Ms. Naidoo/nm.)

Case No. 6322/00

IN THE MAGISTRATE'S COURT OF THE DISTRICT OF BETHLEHEM HELD AT BETHLEHEM

In the matter between INVESTEC BANK LIMITED, Plaintiff, and ELSTERK EIENDOMME (PTY) LTD, Defendant

In execution of the judgment of the Magistrate's Court of Bethlehem in the above matter, a sale will be held, on Friday, 20 April 2001 at 10h00 at Erf 1125 (Portion 2) Ballitonville (Extension 2), Dolphin Coast Transitional Local Council, also known as the scheme "Chianti" – Ballito, of the following immovable property:

Erf 1125 (Portion 2), Ballitoville (Extension 2), Dolphin Coast Transitional Local Council, in extent 7 014 (seven thousand and fourteen) square metres, held by Defendant by Deed of Transfer T1922/1997 and subject to the conditions contained therein.

The following information is furnished re the improvements but in this regard is guaranteed: The scheme known as "Chianti" consisting of four buildings and each building consisting of +/- 14 units belonging to individual owners.

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 the 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 by 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, Bethlehem.

Dated at Bethlehem this 14th day of March 2001.

Sheriff of the Magistrate's Court, Bethlehem.

Findlay & Tait, c/o Hattingh Marais, 3 Theron Street, Bethlehem.

Case No. 66052/00

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

In the matter between TRANSNET LIMITED, Execution Creditor, and MUSAWUHLELI LOCUST GWALA, Execution Debtor

Sale in execution in pursuance of the judgment in the Magistrate's Court for the District of Durban, held at Durban, in the above mentioned case, and by virtue of writ of execution issued thereon, the immovable property listed hereunder will be sold by public auction to a highest bidder, on Thursday, 19th April 2001 at 11h00 at the front steps Magistrate's Court, Empangeni:

Description: 9 Khayalami Flats, 14 Davies Crescent, Empangeni described as:

- (1) a Unit consisting of:-
- (a) Section 9 as shown and more fully described on Sectional Plan No. SS245/95, in the scheme known as Khayalami Flats in respect of the land and building or buildings situated at Empangeni, in the Empangeni Ngwelezane Transitional Local Council Area of which section the floor area, according to the said sectional plan, is 85 (eighty five) square metres in extent; and
- (b) an individual 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.
 - 15 Khayalami Flats, 14 Davies Crescent, Empangeni, described as:
 - (2) a Unit consisting of:-
- (a) Section 15 as shown and more fully described on Sectional Plan No. SS245/95, in the scheme known as Khayalami Flats in respect of the land and building or buildings situated at Empangeni, in the Empangeni Ngwelezane Transitional Local Council Area of which section the floor area, according to the said sectional plan, is 85 (eighty five) square metres in extent; and
- (b) an individual share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Improvements:

- (1) Face brick under dwelling of the property with the address known as 9 Khayalami Flats, 14 Davies Crescent, Empangeni consisting of 2 bedrooms, dining-room, kitchen and bathroom with toilet.
- (2) Face brick under asbestos roof property with the address known as 15 Khayalami Flats, 14 Davies Crescent, Empangeni consisting of lounge, kitchen, 2 bedrooms, bathroom and garage.

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

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

The full conditions may be inspected at the offices of the Sheriff of Empangeni, 1st Floor, Davidson Chambers, 12 Union Street, Empangeni, or Makhanya & Mvambo Attorneys.

Dated at Durban on this 28 day of March 2001.

To: The Sheriff, Magistrate's Court Empangeni.

Makhanya & Mvambo Attorneys, Creditors Attorney, 1204 Denor House, cnr Smith & Field Streets, Durban, 4000. [Ref. COLL-221-G-00 (VMM/zd).]

Case No. 16394/00

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

In the matter between TRANSNET LIMITED, Execution Creditor, and JOVA CAIPHAS NEMBE, Execution Debtor

Sale in execution in pursuance of the judgment in the Magistrate's Court for the District of Pinetown held at Pinetown in the above-mentioned case, and by virtue of writ of, execution issued thereon, the immovable property listed hereunder will be sold by public auction to a highest bidder, on Wednesday, 18th April 2001 at 10h00 at the front entrance Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: Site 6162, Kwandengezi A, Registration Division FT, situate in the Durban Entity, Province of KwaZulu Natal, in extent 450 square metres, held under Certificate of Right of Leasehold TG2388/1998(KZ).

Improvements: Block and tile dwelling consisting of 3 bedrooms, lounge, kitchen, toilet and bathroom.

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

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

The full conditions may be inspected at the offices of the Sheriff of Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown or Makhanya & Mvambo Attorneys.

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

To: The Sheriff, Magistrate's Court, Pinetown.

Makhanya & Mvambo Attorneys, Creditors Attorney, 1204 Denor House, cnr Smith & Feild Streets, Durban, 4000. [Ref. COLL-219-N (VMM/zd).]

Case No. 3739/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and RAMAMMA GOVENDER, First Defendant, and DHANALUTCHMEE GOVENDER, Second Defendant, and PERUMAL GOVENDER, Third Defendant

In execution of a judgment granted by the above Honourable Court dated on the 3rd June 1999 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Chatsworth at 10h00 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth on 24th April 2001 to the highest bidder without reserve, namely:

Portion 1228 (of 3181) of Erf 102 Chatsworth, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent 216 square metres and held by the First Defendant under Deed of Transfer No. T11575/98 which property is physically situated at 390 Westcliff Drive, Westcliff, Chatsworth, KwaZulu-Natal and which property is held by the First Defendant under and by virtue of Deed of Transfer No. T11575/98 dated 13th May 1998.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of: a semi-detached double storey block under asbestos roof dwelling comprising of 2 bedrooms, lounge, kitchen, toilet and bathroom.

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

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

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

Dated at Durban this 26th day of March 2001.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (Ref. D C Gardyne/RD/GAL4254.)

Case No. 10370/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and ASHWIN LALBAHADUR, First Defendant, and VAKASHNIEDHAVIE LALBAHADUR, Second Defendant, and NAVIN LALBAHADUR, Third Dendant, and SAMANTHA JOLENE LALBAHADUR, Fourth Defendant

In execution of a judgment granted by the above Honourable Court dated on the 13th January 2000 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Chatsworth at 10h00 at the Chatsworth magistrate's Court, Justice Street, Unit 5, Chatsworth on 24th April 2001 to the highest bidder without reserve, namely:

Formerly described as: Sub 812 (of 215 of Lot 80 Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 514 square metres and held by the Defendants under Deed of Transfer No. T20197/96.

Now described as: Portion 812 (of 215) of Erf 80 Chatsworth, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 514 square metres which property is physically situated at 2 Panther Avenue, Bayview, Chatsworth, KwaZulu-Natal and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. T20197/96 dated 22nd July 1996.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of: a brick under tile roof dwelling comprising of 4 bedrooms (en-suite), lounge, dining-room, kitchen (with built-in-cupboards & tiled), toilet, bathroom and verandah. Outbuilding: 2 rooms, lounge, kitchen, toilet, bathroom, property fenced.

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

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

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

Dated at Durban this 26th day of March 2001.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (Ref. D C Gardyne/RD/GAL4505.)

MPUMALANGA

Case No. 91962/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and SEKWATI HENDRICK MODISHA, Defendant

A sale in Execution will be held by the Sheriff, Ekangala at Magistrate's Court, Ekangala, on the 25th April 2001 at 11h00, of:

Erf 6480 "B", Ekangala Township, District kwaMhlanga, Registration Division I.R., Mpumalanga Province, measuring 299 (two nine nine) square metres, held by virtue of Deed of Grant 302/95 (better known as Erf 6480 B, Ekangala, kwaMhlanga).

Particulars of the property and the improvements thereon are provided herewith, but are not guaranteed.

Improvements: Lounge, kitchen, 3 bedrooms, bath and toilet.

Inspect Conditions at the Sheriff, Ekangala at Magistrate's Court, Ekangala.

D van den Bogert, for Tim du Toit & Company Inc., Attorneys for Plaintiff, 19th Floor, ABSA Bank Building, 230 Van der Walt Street, Pretoria. (Tel: 320-6753.) (Ref: 218037/mev S Potgieter/KB.)

Case No. 26072/00 PH 104

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and STANDER, GIDEON JOHANNES N.O., Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Magistrate's Court, Dolomite Street, Delmas, on 20th April 2001 at 10h00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at 27 4th Street, Delmas, prior to the sale:

Certain: Holding 317, Rietkol Agricultural Holdings, Registration Division I.R., Gauteng, being 317 Second Avenue, Rietkol Agricultural Holdings, Sundra, measuring 1,7131 (one comma seven one three one) hectares.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 3 bedrooms, 2 bathrooms and 3 other rooms with outbuildings with similar construction comprising of 2 garages, entertainment area and swimming pool. A cottage comprising kitchen, bedroom and bathroom.

Dated at Johannesburg on this 14 day of March 2000.

G. D. Smith, for Ramsay, Webber & Company, Plaintiff's Attorneys. [Ref. Foreclosures/ss/J.141/3138964.] (Tel. 778-0600.)

Saak No. 7198/00

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen FBC FIDELITY BANK LTD, Eiser, en M J MKHONZA, Verweerder

Geliewe kennis te neem dat ingevolge 'n Lasbrief vir Eksekusie teen Goed uitgereik op 18 Desember 2000 en die daaropvolgende beslaglegging van die onderstaande eiendom, voormelde eiendom geregtelik verkoop word op Vrydag, 20 April 2001 om 11h00, te die Baljukantore, President Krugerstraat, Middelburg, Mpumalanga:

Erf 4745, Dorpsgebied Mhluzi Uitbreiding 2, Registrasie-afdeling JS, Mpumalanga, groot 273 vierkante meter, gehou kragtens Akte van Transport T74805/98, aan die hoogste bieder.

Voorwaardes van verkoping:

- 1. Die koopprys sal betaalbaar wees synde 'n deposito van in kontant van 10% (tien persent) en die balans verseker te word deur bank waarborg of betaling in trust binne 30 (dertig) dae vanaf datum van verkoping.
- 2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae by die kantoor van die Balju van die Landdroshof, President Krugerstraat 12, Middelburg, wees en te Brandmuller-Taljaard Prokureurs, 22 Joubertstraat, Middelburg.

Geteken te Middelburg op hierdie 26ste dag van Februarie 2001.

Brandmuller-Taljaard, Posbus 59, Joubertstraat 22, Middelburg, 1055. [Tel. (013) 282-5983.] (Verw: E Taljaard/bm/04/L0754/8115.)

Saak No. 8979/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen ABSA BANK BEPERK, Eiser, en HERMANUS JACOBUS CHRISTOFFEL DU PLESSIS, Eerste Verweerder, en HESTER MAGDALENA DU PLESSIS, Tweede Verweerder

Ter uitwinning van 'n Vonnis en 'n Lasbrief vir Eksekusie uitgereik en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op 23 April 2001 om 09:00, te Wolhuterstraat 28, Kinross, die ondervermelde perseel deur Vos Viljoen & Becker Afslaers BK aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere: Erf 1969, Uitbreiding 16, Kinross, Registrasie Afdeling I.S., Mpumalanga, groot 1 271 (eenduisend tweehonderd een en sewentig) vierkante meter, bekend as Wolhuterstraat 28, Kinross.

Belangrike voorwaardes van verkoping: 10% deposito van die totale koopprys. Kommissie betaalbaar teen 5% op die eerste R30 000,00 plus 3% op die balans van die koopprys, met 'n maksimum van R7 000,00 en 'n minimum van R260,00 synde Balju en Afslaersgelde, in kontant of by wyse van 'n Bank gewaarborgde tjek by die toestaan van die bod. Die Koper sal ook verantwoordelik wees vir betaling van Hereregte, Transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die Vonnisskuldeiser. 14% B.T.W. is betaalbaar op alle Baljukommissie.

Die volgende verbeterings word beweer maar nie gewaarborg nie: Kombuis, 2 badkamers, sitkamer, 4 slaapkamers, TV kamer, eetkamer, studeerkzmer, waskamer, ingangsportaal, 2 motorhuise, afdak, braai area, stoep, bediende kamer, muuromheining, steengebou met teëldak.

Alle verkoopsvoorwaardes wat deur Vos Vijoen & Becker Afslaers BK, net voor die verkoping uitgelees word, is in hul kantoor te Vos Vijoen & Becker Gebou, Horwoodstraat, Secunda, asook die Balju-kantore, h/v Cornell- & Rotterdamstraat, Evander, gedurende normale kantoorure ter insae beskikbaar.

Gedateer te Secunda op hede hierdie 15de dag van Maart 2001.

Vos Vijoen & Becker Ingelyf, Vos Vijoen & Becker Gebou, Horwoodstraat, Secunda; Posbus 1750, Secunda. [Tel: (017) 631-2550.]

Case No. 929/00

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

In the matter between FBC FIDELITY BANK LTD, Judgment Creditor, and MT HAZY PROPERTY DEVELOPMENT (PTY) LTD, Judgment Debtor

In pursuance of a Judgment in the Magistrate's Court, White River and Writ of Execution, the undermentioned property will be sold in execution on 24th April 2001 at 10:00, at Portion 60 (a portion of Portion 59) of the Farm Stanford No. 291:

Portion 60 (a portion of Portion 59) of the Farm Standford No 291, Registration Division K.U., Mpumalanga, in extent 44,2790 hectares, held under Deed of Transfer T73981/1998.

Conditions of sale:

- 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: Unknown.
- 3. The purchase price is payable as follows: 10% of the purchase price and 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 offices of at the office of the Plaintiff's Attorneys.

Signed at Nelspruit on this the 12th day of March 2001.

Kruger-Lourens Inc, Attorneys for Plaintiff, c/o Kraal Kraft, Rocky's Drift, White River. (Tel. 752-3247.) (Ref: VK/mn-F9/99I-F0016/10.)

Case No. 2024/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between STANDARD BANK OF SA LIMITED (62/00738/06), Plaintiff, and MASHIGWANE, FRANS BUTI, ID 6407195352084, Defendant

In pursuance of a judgment of the abovementioned Court and a Writ of Execution, the undermentioned property will be sold in execution on Wednesday, 25 April 2001 at 10:00, by the Sheriff of the High Court, kwaMhlanga, held at the Magistrate's Offices, kwaMhlanga, to the highest bidder:

Erf 368, kwaMhlanga-B Township, Registration Division Province of Mpumalanga, measuring 510 square metres, held under Deed of Grant 311/95.

The following additional information is furnished though in this respect nothing is guaranteed in the event of the information not being correct.

Street address: Erf 368, kwaMhlanga-B, Mpumalanga.

Improvements: Dwelling consisting of a lounge, kitchen, 3 bedrooms, bathroom and toilet.

Reserve price: The property will be sold without reserve.

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

Auctioneers charges: Payable by the Purchaser on the day of sale.

Conditions of sale: Same shall lie for inspection at the offices of the Sheriff of the High Court, kwaMhlanga at 47 Grober Avenue, Groblersdal.

Signed at Pretoria on the 22nd day of March 2001.

Haasbroek and Boezaart Inc, Plaintiff's Attorneys, Momentum Centre, West Tower, 2nd Floor, Pretorius Street, P O Box 2205, Pretoria. (Ref: V Rensburg/BVDM/S1234/79.) [Telephone: (012) 322-4401.]

Case No. 2917/99

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

In the matter between ABSA BANK BPK, Execution Creditor, and MKEZENI JEREMIAH and MALOPE ANNA MASOMBUKA, Execution Debtor

In pursuance of a judgment in Court of the Magistrate of Middelburg and a Warrant of Execution dated 10 August 1999, the right, title and interest of the Execution Debtor will be sold by the Sheriff at the Magistrate's Court, Middelburg, on the 20th April 2001 at 10h00, to the highest bidder, namely:

Erf 1114, Mhluzi, Middelburg, Reg Div J S, Province Mpumalanga, measuring 676 square metres, held by Deed of Transfer T88795/98, Bond B81247/96.

Consisting of lounge, dining room, 3 bedrooms, 2 bathrooms, kitchen and garage.

- 1. The property shall be sold "voetstoots" and without reserve.
- 2. On the day of the sale 10% (ten per cent) of the purchase price is payable and the balance on registration of transfer.
- 3. The full conditions of sale may be inspected at the office of the Magistrate, Middelburg, as well as at the offices of Van Deventer & Campher, 21A President Kruger Street, Middelburg, Mpumalanga.

Thus singed and dated at Middelburg Mpumalanga on this the 15th day of March 2001.

C J Alberts, for Van Deventer & Campher. (Ref. Mr Alberts/L Nell/AA120.)

Saak No. 2917/99

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen ABSA BANK BPK, Eksekusieskuldeiser, en MKEZENI JEREMIA en MALOPE ANNA MASOMBUKA, Eksekusieskuldenaar

Ingevolge 'n Vonnis van bogemelde Agbare Hof en 'n Lasbrief tot Uitwinning gedateer 10 Augustus 1999, sal die reg, titel en beland van die Eksekusieskuldenaar se eiendom verkoop word deur die Balju in Eksekusie om 10h00, op die 20ste April 2001 te Landdroskantoor, Middelburg, aan die hoogste bieër:

Erf 1114, Mhluzi, Reg. Afdeling J S, Provinsie Mpumalanga, groot 767 vierkante meter, gehou kragtens Akte van Transport T88795/96, Verband B81247/96.

Bestaande uit sitkamer, eetkamer, 3 slaapkamers, 2 badkamers, kombuis en motorhuis.

- 1. Die eiendom sal "voetstoots" verkoop word en sonder reserwe.
- 2. 10% (tien persent) van die koopprys is betaalbaar op die dag van die verkoping en die balans teen registrasie van transport.
- 3. Die verdere en volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die kantoor van die Landdros te Middelburg asook die kantore van Van Deventer & Campher, 21A President Krugerstraat, Middelburg.

Aldus gedaan en geteken te Middelburg Mpumalanga op hede hierdie 15de dag van Maart 2001.

C J Alberts, vir Van Deventer & Campher. (Verw: Mnr Alberts/L Nell/AA12C.)

Case No. 4421/00

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

In the matter between ABSA BANK BPK, Execution Creditor, and JOHN KEVIN and THERESA ELIZABETH HITZEMANN, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Middelburg and a Warrant of Execution dated 26 May 2000 the right, title and interest of the Execution Debtor will be sold by Jaap van Deventer Auctioneers at 11:30 on the 20th April 2001 at 89 D F Malan Street, Middelburg, to the highest bidder namely:

Erf 4891, Middelburg Extension 13, Reg Div J S, Province Mpumalanga, measuring 1 410 square metres, held by Deed of Transfer T108972/98 and Bond B84371/98.

Consisting of: Entrance hall, lounge, dining-room, kitchen, 3 bedrooms, bathroom, toilet, single garage, toilet and carport.

- The property shall be sold "voetstoots" and without reserve.
- 2. On the day of the sale 10% (ten percent) of the purchase price is payable and the balance on registration of transfer.
- 3. The full conditions of sale may be inspected at the officee of the Magistrate, Middelburg as well as at the offices of Van Deventer & Campher, 21A President Kruger Street, Middelburg Mpumalanga.

Thus signed and dated at Middelburg Mpumalanga on this 15th day of March 2001.

C. J. Alberts, for Van Deventer & Campher. (Ref: Mr Alberts/L Nell/AA487.)

Saak No. 4421/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MIDDELBURG GEHOU TE MIDDELBURG

In die saak tusseen ABSA BANK BPK, Eksekusieskuldeiser, en JOHN KEVIN en THERESA ELIZABETH HITZEMANN, Eksekusieskuldenaar

Ingevolge 'n Vonnis van bogemelde Agbare Hof en 'n Lasbrief tot Uitwinning gedateer 26 Mei 2000 sal die reg, titel en belang van die Eksekusieskuldenaar se eiendom verkoop word deur Jaap Van Deventer Afslaers in Eksekusie om 11:30 op die 20ste April 2001 te D F Malanstraat 89, Middelburg, aan die hoogste bieër:

Erf 4891, Middelburg Uitbreiding 13, Reg Afd J S, Provinsie Mpumalanga, groot 1 410 vierkante meter, gehou kragtens Akte van Transport T108972/98 en Verband B84371/98.

Bestaande uit: Ingangsportaal, sitkamer, eetkamer, kombuis, 3 slaapkamers, badkamer, toilet, enkel motorhuis, buite toilet en motorafdak.

- 1. Die eiendom sal "voetstoots" verkoop word en sonder reserwe.
- 2. 10% (Tien persent) van die Koopprys is betaalbaar op die dag van die verkoping en die balans teen registrasie van transport.
- 3. Die verdere en volledige Verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die kantoor van die Landdros te Middelburg asook die kantore van Van Deventer & Campher, 21A President Krugerstraat, Middelburg.

Aldus gedaan en geteken te Middelburg Mpumalanga op hede hierdie 15de dag van Maart 2001.

C. J. Alberts, vir Van Deventer & Campher. (Verw: Mnr Alberts/L Nell/AA487.)

Saak No. 4350/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen ALLIED BANK ('N DIVISIE VAN ABSA BANK BEPERK), Eiser, en NDELELA SIDNEY MSIBI, Verweerder

Ingevolge uitspraak in die Hof van die Landdros van Middelburg en Eksekusie teen Goed gedateer 13 Maart 1997 sal die ondervermelde eiendom op Vrydag 20 April 2001 om 10h00 te Landdroskantore, Middelburg aan die hoogste bieder geregtelik verkoop word naamlik:

Erf 663, Mhluzi Dorpsgebied, Registrasie Afdeling J.S., Mpumalanga, groot 841 (agthonderd een en veertig) vierkante meter.

Verkoopsvoorwaardes:

- 1. 'n Deposito van 10% van die koopprys op datum van verkoping met goedgekeurde bankwaarborg vir die balans van die koopprys binne 30 (dertig) dae na datum van verkoping.
- 2. Die verdere verkoopsvoorwaardes lê ter insae by die kantore van prokureurs Esterhuysen & Botha, Markstraat 20B, Middelburg en die Balju, President Krugerstraat 12, Middelburg.
 - F. J. Botha, vir Esterhuysen & Botha, Posbus 68, Markstraat 20B, Middelburg, 1050. (Mnr Botha/idt/I4295.)

Saak No. 4667/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN UITENHAGE GEHOU TE UITENHAGE

In die saak tussen ABSA BANK BEPERK, Eiser en ELNA DUNNINGTON, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n Lasbrief vir Eksekusie gedateer 27ste Mei 1998 sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag 20ste April 2001 om 12h00 voor die Landdroskantoor te Witrivier aan die hoogste bieder:

Erf No. 883 in die Munisipaliteit van Hazyview en afdeling van Hazyview, groot 1 265 vierkante meter (eenduisend twee honderd vyf en sestig vierkante meter), gehou kragtens Transportakte No. T70559/1996, geleë te Erf 883, Hazyview-Vakansiedorp, Mpumalanga.

Verbeterings: Gesoneer: Enkelwoondoeleindes. 'n Woonhuis met gebruiklike buite geboue alhoewel geen waarborg in verband daarmee gegee word nie.

Terme en Voorwaardes:

Die 10% van die koopprys sal tydens die verkoping betaalbaar wees indien die Balju as Afslaer opgetree het, sal 5% van die opbrengs van die verkoping tot 'n prys van R30 000,00 en daarna 3% tot maksimum R7 000,00 met 'n minimum van R300,00 ook deur die Koper aan die Balju betaalbaar wees tydens die verkoping en vir die balans moet 'n aanneembare Bank waarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

Voorwaardes van Verkoping:

Volle besonderhede van die verkoopsvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, Witrivier.

Gedateer te Uitenhage op die 6de dag van Maart 2001.

G P van Rhyn, Minnaar & Kie Ing., Eerste Vloer, Rhymingebou, Republiek Plein, Uitenhage. (Verw: SS/cmg/l03401.)

Case No. 10970/00

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

In the matter between BOE BANK LIMITED h/a NBS, Plaintiff, and P. J. L. TERBLANCHE, First Defendant, and J. F. TERBLANCHE, Second Defendant

Kindly take notice that the property described hereunder will be sold in execution at the property concerned, namely Erf 3582 Township of Middelburg Extension 10 at 11h00 on 20 April 2001 in terms of the Conditions of Sale, which may be inspected at the officee of the Magistrate's Court, Middelburg, 10 (ten) days prior to the date of sale:

Certain: Erf 3582 Township of Middelburg Extension 10, Registration Division J.S., Transvaal, measuring 1 709 (one seven zero nine) square metres, held by virtue of Bond Holder under Deed of Transfer T13186/94 dated 25 February 1994. Street address: 6 Oleander Street, Kanonkop, Middelburg.

Property is improved as follows: Dwelling, lounge, dining-room, kitchen, 3 bedrooms, bathroom with shower, carport altered into a flat and swimming pool.

The sale is subject to the following conditions, namely:

- 1. Subject to the provisions of Section 66(2) of Act 21 of 1944, the sale shall be without reserve and the property shall be sold to the highest bidder.
- 2. The purchase price of the property shall be paid by way of a deposit of 10% at the conclusion of the sale for the balance of the purchase price within thirty (30) days from the date of sale. The Purchaser shall within the aforesaid period, either pay the balance in cash or provide an approved guarantee for payment of the balance of the purchase price upon registration of transfer.
 - 3. The property and any improvements thereon shall be sold "voetstoots".
- 4. The Purchaser shall be liable for all arrear rates, taxes, charges, etc., owing in respect of the property together with interest calculated on the purchase price as determined by the Execution Creditor.

Dated at Witbank on this 2nd day of March 2001.

Van Rensburg Kruger & Rakwena Inc., c/o Birman Boshoff & Du Plessis, First Floor, Middelburg Business Centre, 22 Mark Street, Middelburg. P.O. Box 13, Middelburg. [Tel. (013) 282-5976.] (Ref: Mr Venter/sm/VB626.)

Case No. M301/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIYABUSWA HELD AT MDUTJANA

In the matter between EASTERN TRANSVAAL DEVELOPMENT CORPORATION LTD, t/a MPUMALANGA DEVELOP-MENT CORPORATION, Execution Creditor, and MATHUME ANNAH MAEBA, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Siyabuswa on the 8 August 2000 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on the 20 April 2001 at 10h00, at the premises Mdutjana Magistrate's Court, to the highest bidder:

Certain Erf 1358 "C", situated in the Township of Siyabuswa, District of Mdutjana, measuring 540 (five hundred and forty) square metres, held by Deed of Grant No. 496/97.

The following improvements are reported to be on the property, but nothing is guaranteed consisting of a 4 (four) roomed brick house.

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

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 of Siyabuswa.

Dated at Bronkhorstspruit on this the 27th day of March 2001.

Govender Attorneys, No. 2 - Success Building, cnr Kruger and Church Street, P.O. Box 1120, Bronkhorstspruit, 1020. ITel. (013) 932 0118/9.] (Ref. G. Gov/bs/082/MDC.) (Sheriff's Ref. M0009/674.)

Case No. M419/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIYABUSWA HELD AT MDUTJANA

In the matter between EASTERN TRANSVAAL DEVELOPMENT CORPORATION LTD, t/a MPUMALANGA DEVELOPMENT CORPORATION, Execution Creditor, and MAURICE JABULANI MAHLANGU, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Siyabuswa on the 6 August 2000 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on the 20 April 2001 at 10h00, at the premises Mdutjana Magistrate's Court, to the highest bidder:

Certain Erf 1432 "C", situated in the Township of Siyabuswa, District of Mdutjana, measuring 540 (five hundred and forty) square metres, held by Deed of Grant No. 665/87.

The following improvements are reported to be on the property, but nothing is guaranteed consisting of a 5 (five) roomed brick house with tiled roof.

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

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 of Siyabuswa.

Dated at Bronkhorstspruit on this the 27th day of March 2001.

Govender Attorneys, No. 2 - Success Building, cnr Kruger and Church Street, P.O. Box 1120, Bronkhorstspruit, 1020. [Tel. (013) 932 0118/9.] (Ref. G. Gov/bs/081/MDC.) (Sheriff's Ref. M0010/788.)

Saak No. 236/00

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

In die saak tussen ABSA BANK BEPERK, Eiser, en JERRY'S INVESTMENTS CC (95/26478/23), Verweerder

Kragtens 'n vonnis gedateer 18/02/2000 en 'n lasbrief vir eksekusie van bogemelde Agbare Hof gedateer 09/02/2000, sal die ondergemelde eiendom per publieke veiling verkoop word op Vrydag, 20 April 2001 om 11h00, te Kamer No. 83, Landdroskantoor, Markstraat, Bethal, onderhewig aan die verkoopvoorwaardes wat deur die Balju van Bethal voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopvoorwaardes inspekteer kan word by die kantore van die Balju van Bethal en by die kantoor van die Prokureur wat namens die Eiser optree, die eiendom synde:

Erf 2272, geleë in die dorpsgebied Bethal Uitbreiding 14, Registrasie Afdeling I.S., Transvaal, groot 2 234 (twee twee drie vier) vierkante meter, gehou kragtens Akte van Transport T82212/88, geregistreer in naam van die Verweerder en bekend as 1ste Laan, Uitbreiding 14, Industriële Gebied, Bethal.

Voorwaardes:

- 1. Betaling van 10% van die koopprys in kontant op datum van die veiling, en die balans betaalbaar teen registrasie van transport op die naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bank- of bouverenigingwaarborg en elke waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.
- 2. Afslaerskommissie teen 5% van die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastings.

Gedateer te Kimberley op hierdie 27ste dag van Maart 2001.

Engelsman, Benade & Van der Walt Ing., Prokureurs vir Eiser, Du Toitspanweg 80, Kimberley, 8301. (Verw. Mnr. Van Niekerk/ev/A818/Z20975.)

Case No. M307/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIYABUSWA HELD AT MDUTJANA

In the matter EASTERN TRANSVAAL DEVELOPMENT CORPORATION LTD, t/a MPUMALANGA DEVELOPMENT CORPORATION, Execution Creditor, and SANDRA DLAMINI, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Siyabuswa on the 18 September 2000 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on the 20 April 2001 at 10h00, at the premises Mdutjana Magistrate's Court, to the highest bidder:

Certain Erf 1477 "C", situated in the Township of Siyabuswa, District of Mdutjana, measuring 612 (six hundred and twelve) square metres, held by Deed of Grant No. V88/96.

The following improvements are reported to be on the property, but nothing is guaranteed consisting of a 4 (four) roomed brick house with corrugated iron roof.

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

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 of Siyabuswa.

Dated at Bronkhorstspruit on this the 27th day of March 2001.

Govender Attorneys, No. 2 - Success Building, cnr Kruger and Church Street, P.O. Box 1120, Bronkhorstspruit, 1020. [Tel. (013) 932 0118/9.] (Ref. G. Gov/bs/080/MDC.) (Sheriff's Ref. M0010/777.)

Case No. M348/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIYABUSWA HELD AT MDUTJANA

In the matter EASTERN TRANSVAAL DEVELOPMENT CORPORATION LTD, t/a MPUMALANGA DEVELOPMENT CORPORATION, Execution Creditor, and JOHANNES BOYD SHABANGU, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Siyabuswa on the 21 July 2000 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on the 20 April 2001 at 10h00, at the premises Mdutjana Magistrate's Court, to the highest bidder:

Certain Erf 947 "B", situated in the Township of Siyabuswa, District of Groblersdal, measuring 668 (six hundred and sixty eight) square metres, held by Deed of Grant No. 25/84.

The following improvements are reported to be on the property, but nothing is guaranteed consisting of a 5 (five) roomed brick house with corrugated iron roof.

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

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 of Siyabuswa.

Dated at Bronkhorstspruit on this the 27th day of March 2001.

Govender Attorneys, No. 2 - Success Building, cnr Kruger and Church Street, P.O. Box 1120, Bronkhorstspruit, 1020. [Tel. (013) 932 0118/9.] (Ref. G. Gov/bs/079/MDC.) (Sheriff's Ref. M0010/789.)

Case No. 30115/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and AGNES PHELADI KGAPOLA, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Delville Street, Witbank, on 18 April 2001 at 10:00:

Full conditions of sale can be inspected at the office of the Sheriff of the Supreme Court, Witbank, 3 Rhodes Street, Witbank, and will also be read out by the Sheriff prior to the sale in execution.

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

Property: All right, title and interest in the leasehold in respect of Erf 1250, Lynnville Township, Registration Division JS, Transvaal, known as 1250 Thema Street, Lynville.

Improvements: Three bedrooms, bathroom, separate toilet, kitchen and living-room.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/ELR/GT5448.)

Case No. 1840/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and NKENTSHANE, PATRICK SIPHO, First Defendant, and NKENTSHANE, ELIZABETH NOMSA, Second Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the acting Sheriff, High Court, Barberton, in front of the Magistrate's Court, Barberton, on Thursday, 19 April 2001 at 10:00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff, High Court, Barberton, 22 Pilgrim Street, Barberton:

Erf 654, Emjindini Extension 6, Registration Division JU, Province of Mpumalanga, measuring 403 square metres, held by virtue of Deed of Transfer TE55410/93.

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 living-room, kitchen, bedrooms and bathroom/toilet.

Dated at Pretoria on this 8th day of March 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 HA6063.)

Case No. 32099/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter beween THE AFRICAN BANK LIMITED, Plaintiff, and MADLALA, NONHLANHLA ELLEN, Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Piet Retief, at the Magistrate's Court, Piet Retief, on Friday, 20 April 2001 at 11:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the Magistrate's Court, Piet Retief:

Erf 1769, Piet Retief Extension 7 Township, Registration Division HT, Province of Mpumalanga, measuring 1 240 square metres, held by virtue of Deed of Transfer T143853/98, known as 11 Schutte Street, Piet Retief Extension 7, 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, two bedrooms and bathroom/toilet.

Dated at Pretoria on this 9th day of March 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 HA6024.)

Case No. 1320/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and MONARENG, ISHMAEL MOJAKGOMO, Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Kwamhlanga at the Ekangala Magistrate's Office, on Monday, 25 April 2001 at 12h00 of the undermentioned property of the defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the High Court, Ekangala at 4 Klip Street, Groblersdal.

Site No: 4769 "B" situated in the Township of Ekangala, district of Ekangala, Registration Division J.R., Province of Mpumalanga, measuring 317 square metres, held by Virtue of Deed of Grant No. TG261/94.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed:

Dwelling consisting of inter alia of a lounge, kitchen, 2 bedrooms, bathroom/toilet.

Dated at Pretoria on this the 22nd March 2001.

D Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel: (012) 325-4185.] (Ref: D Frances/JD HA6052.)

Case No. 5596/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between BUSINESS PARTNERS LTD, Plaintiff, and AGNES MASESI NKOSI, Defendant

Be pleased to take notice that in pursuance of a judgment granted in the above action on 25 May 2000 the undermentioned immovable properties registered in the name of the Defendant will be sold in execution, without reserve price, by the Sheriff Delmas on 20 April 2001 at 10H00.

Erf 173 Botleng Township, Registration Division I.R., Province of Mpumalanga, in extent 110 (one one zero) square metres, held by Deed of Transfer T8507/1997, and

Erf 174 Botleng Township, Registration Division I.R, Province of Mpumalanga, in extent 110 (one one zero) square metres, held by Deed of Transfer No. T8507/1997.

Place of sale: The sale will take place at the Magistrate's Court at Dolomite Street, Delmas.

Improvements: The properties have been improved with the following, no guarantee is, however, given in this regard: Improved properties.

Conditions of sale: The Conditions of sale will lie for inspection at the office of the Sheriff Delmas, where it may be inspected during normal office hours. A deposit of 10% of the purchase price and the Sheriff's fees, any Taxes as well as arrear Rates is payable on day of sale by the purchaser, the balance payable on transport and to be secured by way of a bank guarantee, the guarantee must be delivered within 14 days after the date of the sale.

The properties are sold voetstoots.

Dated and signed at Pretoria on this the 20th day of March 2001.

M. Pokroy, for Morris Pokroy Attorneys, Attorneys for Plaintiff, 1st Floor, Waterhouse Building, 531 Fehrsen Street, Brooklyn, Pretoria. [Tel: (012) 346-3532.] [Fax: (012) 346-4240.] (Ref: Mr Pokroy/mvz/PK1034.)

Case No. 4997/98

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between SMALL BUSINESS DEVELOPMENT CORPORATION LTD, Plaintiff, and AGNES MASESI NKOSI, Defendant

Be pleased to take notice that in pursuance of a judgment granted in the above action on 7 May 1998 the undermentioned immovable properties registered in the name of the Defendant will be sold in execution, without reserve price, by the Sheriff Delmas on 30 April 2001 at 10H00.

Erf 172 Botleng Township, Registration Division I.R., Province of Mpumalanga, in extent 164 (one six four) square metres, held by Deed of Transfer T8507/1997, and

Erf 237 Botleng Township, Registration Division I.R, Province of Mpumalanga, in extent 237 (two three seven) square metres, held by Deed of Transfer No. TL23387/1989.

Place of sale: The sale will take place at the Magistrate's Court at Dolomite Street, Delmas.

Improvements: The properties have been improved with the following, no guarantee is, however, given in this regard: Improved properties.

Conditions of sale: The Conditions of sale will lie for inspection at the office of the Sheriff Delmas, where it may be inspected during normal office hours. A deposit of 10% of the purchase price and the Sheriff's fees, any Taxes as well as arrear Rates is payable on day of sale by the purchaser, the balance payable on transport and to be secured by way of a bank guarantee, the guarantee must be delivered within 14 days after the date of the sale.

The properties are sold voetstoots.

Dated and signed at Pretoria on this the 20th day of March 2001.

M. Pokroy, for Morris Pokroy Attorneys, Attorneys for Plaintiff, 1st Floor, Waterhouse Building, 531 Fehrsen Street, Brooklyn, Pretoria. [Tel: (012) 346-3532.] [Fax: (012) 346-4240.] (Ref: Mr Pokroy/mvz/PK1034.1.)

Case No. 22741/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ABRAHAM JOHANNES BREYTENBACH, Defendant

A sale in execution of the undermentioned property is to be held at the premises namely 4 Juta Street, Secunda by the Sheriff Highveld Ridge on Wednesday 25 April 2001 at 14H00.

Full conditions of sale can be inspected at the office of the Sheriff Highveld Ridge, 13 Pennsylvania Street, Evander, and will be read out prior to the sale taking place.

No warranties are given with regard to the description, extent and/or improvements of the property.

Property: Erf 998 Secunda, Registration Division I.S., Mpumalanga, measuring 759 square metres and also known as 4 Juta Street, Secunda.

Improvements: Dwelling 3 bedrooms, 1,5 bathrooms, kitchen, living-room, other room, garage.

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel No.: (012) 342-9164.] (Ref: Mr. Croucamp/Belinda/E4193.)

Case No. 22305/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DALENA DE BEER, Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff Nelspruit in the entrance hall, Proforum Building, 5 Van Rensburg Street, Nelspruit on Friday, 20 April 2001 at 10H00.

Full conditions of sale can be inspected at the office of the Sheriff Nelspruit, Proforum Building, No. 5 Van Rensburg Street, Nelspruit and will be read out prior to the sale taking place.

No warranties are given with regard to the description, extent and/or improvements of the property.

Property: 1. A unit consisting of:

- (a) Section No. 15 as shown and more fully described on Sectional Plan No. SS199/81 in the scheme known as Plaza 10 in respect of the land and building or buildings at Erf 436 in the Town Sonheuwel, Local Council, Town Council of Nelspruit, of which section the floor area, according to the said sectional plan is 103 (one hundred and 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.

Also known as Flat No. 18 Plaza 10, 56 Brown Street, Nelspruit.

Improvements: Sectional Unit: 2 bedrooms, bathroom, kitchen, living-room, other room, carport.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel No.: (012) 342-9164.] (Ref: Mr. Croucamp/Belinda/E4067.)

Case No. 23289/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and PHINEAS MODIPI, Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Delville Street, Witbank, by the Sheriff Witbank on Wednesday, 18 April 2001 at 10H00.

Full conditions of sale can be inspected at the office of the Sheriff Witbank, 3 Rhodes Street, Witbank, and will be read out prior to the sale taking place.

No warranties are given with regard to the description, extent and/or improvements of the property.

Property: Erf 1314, Phola, Registration Division J.S., Mpumalanga, measuring 337 square metres, also known as Erf 1314, Phola.

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

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel No.: (012) 342-9164.] (Ref: Mr. Croucamp/Belinda/E4196.)

Saak No. 268/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK STANDERTON GEHOU TE STANDERTON

In die saak tussen FIRST NATIONAL A DIVISION OF FIRSTRAND BANK LIMITED, Eiser, en WILLIAM HENRY JANSE VAN VUUREN, 1ste Verweerder, en JOHANNA LOUISA JANSE VAN VUUREN, 2de Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 19 Februarie 2001 en 'n Lasbrief vir Eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusie skuldenaar op 25 April 2001 om 10H00 te Smutsstraat 15A, Meyerville, Standerton aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping, welke voorwaardes geïnspekteer mag word by die Balju kantore te Piet Retiefstraat 19, Standerton voor die verkoping.

Erf: Gedeelte 1 van Erf 425, Meyerville, Registrasie Afdeling H.S., Transvaal, groot 1233 (een duisend twee honderd en drie en dertig) vierkante meter.

Beskrywing van eiendom: Onbekend.

Geteken te Standerton op hede die 22ste dag van Maart 2001.

Mnr C W Cloete, vir Ing Samuel Seigel, Langeveldt & Nel Prokureurs, Berlane Kamers, Andries Pretoriusstraat 16; Posbus 73, Standerton, 2430. (Verw: Mnr C W Cloete/ac/1721.)

Case No. 22743/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and WILLIAM JOSEPH FOURIE, First Defendant and, MARTHA FOURIE, Second Defendant

A sale in execution of the undermentioned property is to be held at the premises, 21 Hoopoo Street, Reyno Ridge Ext. 6, Witbank, by the Sheriff Witbank on Wednesday, 18 April 2001 at 12H00.

Full conditions of sale can be inspected at the Sheriff Witbank, 3 Rhodes Street, Witbank, and will be read out prior to the sale taking place.

No warranties are given with regard to the description, extent and/or improvements of the property.

Property: Erf 532 Reyno Ridge, Ext. 6, Witbank, Registration Division J.S., Mpumalanga, measuring 1012 square metres, also known as 21 Hoopoo Street, Reyno Ridge Ext. 6, Witbank.

Improvements: Dwelling 3 bedrooms, 1,5 bathrooms, kitchen, living-room, other room.

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel No.: (012) 342-9164.] (Ref: Mr. Croucamp/Belinda/E4191.)

Case No. 29397/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and IRENE DELIWE MOOSA, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff of Nsikazi at the Magistrate's Court Kabokweni on Monday, 23 April 2001 at 10H00.

Full conditions of sale can be inspected at the office of the Sheriff Nsikazi, who can be contacted on (013) 744-9161, and will be read out prior to the sale taking place.

No warranties are given with regard to the description, extent and/or improvements of the property.

Property: Erf 1577, Kanyamazane-A, Registraton Division JU, Mpumalanga, measuring 336 square metres, also known as Erf 1577, Kanyamazane-A.

Improvements: Dwelling 2 bedrooms, shower & toilet, kitchen, lounge.

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel No.: (012) 342-9164.] (Ref: Mr. Croucamp/Belinda/E5133.)

Case No. 24742/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MFANAFUTHI WISEMAN MAHLOBO, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff Witbank, at the Magistrate's Court, Witbank, Delville Street, Witbank, on Wednesday, 18 April 2001 at 10h00:

Full conditions of sale can be inspected at the Sheriff, Witbank, 3 Rhodes Street, Witbank, Telephone Number (013) 656-2262, and will be read out prior to the sale taking place.

No warranties are given with regard to the description, extent and/or improvements of the property.

Property: Erf 3173, Kwa-Guqa Extension 5, Registration Division J.S. Mpumalanga, measuring 287 square metres, also known as Erf 3173, Kwa-Guqa Extension 5.

Improvements: Dwelling: 2 bedrooms, bathroom, kitchen, living room.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Tanje/E4456.)

Case No. 23310/2000

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MAKOPO ALECK MOROPYANE, Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Highveld Ridge, at 13 Pennsylvania Street, Evander, on Wednesday, 25 April 2001 at 11h00:

Full conditions of sale can be inspected at the Sheriff, Highveld Ridge, 13 Pennsylvania Street, Evander and will be read out prior to the sale taking place.

No warranties are given with regard to the description, extent and/or improvements of the property.

Property: Erf 4126, Embalenhle Extension 5, Registration Division I.S., Mpumalanga, measuring 446 square metres and also known as Erf 4126, Embalenhle Extension 5.

Improvements: Dwelling: 3 bedrooms, bathroom, kitchen, living room.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Tanje/E4206.)

Case No. 27036/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MABANDA JOHN QWABE, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff of Matsulu at the Magistrate's Court, Kabokweni, on Monday, 23 April 2001 at 10h00:

Full conditions of sale can be inspected at the Sheriff, Matsulu, who can be contacted on (013) 744-9161, and will be read out prior to the sale taking place.

No warranties are given with regard to the description, extent and/or improvements of the property.

Property: Erf 982, Matsulu-C, District Nsikazi, measuring 480 square metres, also known as Erf 982 Matsulu-C, District Nsikazi, Mpumalanga.

Improvements: Dwelling: 3 bedrooms, bathroom, kitchen, living room.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Tanie/E4810.)

Case No. 3100/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOSIAH MACHEKE, Defendant

A sale in execution of the undermentioned property is to be sold by the Sheriff, Eerstehoek, at the entrance of the Magistrate's Court, Eerstehoek, on Friday, 20 April 2001 at 10H00.

Full conditions of sale can be inspected at the Sheriff, Eerstehoek, 22 De Clerq Street, Ermelo, telephone Number (01781) 6253, and will be read out prior to the sale taking place.

No warranties are given with regard to the description, extent and/or improvements of the property.

Property: Erf 978, Elukwatini, District Eerstehoek, and also known as Erf 978, Elukwatini, District Eerstehoek.

Improvements: Dwelling: 2 bedrooms, bathroom, lounge and kitchen.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Tanje/E641.)

Case No. 23307/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ANDRIES PETRUS VAN HEERDEN, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Delmas, at the Magistrate's Court, Dolomiet Street, Delmas, on Friday, 20 April 2001 at 10H00.

Full conditions of sale can be inspected at the Sheriff, Delmas, 27 4th Street, Delmas, at the above address and will be read out prior to the sale taking place.

No warranties are given with regard to the description, extent and/or improvements of the property.

Property: Holding 430, Rietkol Agricultural Holdings, measuring 1,7131 hectares, also known as Plot 430, Rietkol.

Improvements: Dwelling: 3 bedrooms, bathroom and 5 other rooms.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. (012) 342-9164.] (Ref. Mr Croucamp/Belinda/E4202.)

Case No. 20947/2000

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Department)

In the matter between LAND- EN LANDBOUBANK VAN SUID-AFRIKA, Plaintiff, and JACOBUS CORNELIUS FOURIE, Defendant

In pursuance of judgment granted on 30 November 2000, in the Supreme Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 19 April 2001 at 10h00 in front of the Magistrate's Court, Ermelo to the highest bidder:

- 1. Portion 9 (portion of Portion 1), of the farm Sunnyside 126, Registration Division I.T., Province Mpumalanga, in extent 7,9743 (sewen comma nine sewen four thee) hectare, held by Deed of Transfer T25236/1966.
- 2. Remaining extent of Portion 3 (Manywaters) of the farm Sunnyside 126, Registration Division IT, Province Mpumalanga, in extent 527,7010 (five hundred and twenty sewen comma sewen zero one zero) hectare, held by Deed of Transfer T25236/1966.
- 3. Portion 2 (Nozika) of the farm Riversdale 127, Registration Division IT, Province Mpumalanga, in extent 396,4002 (three hundred and ninety six comma four zero zero two) hectare, held by Deed of Transfer T33552/1987.
- 4. Remaining extent of Portion 5 (Mina) of the farm Riversdale 127, Registration Division IT, Province Mpumalanga, in extent 276,5271 (two hundred and sewenty six comma five two sewen one) hectare, held by Deed of Transfer T634/1987.
 - 1. The sale shall be subject to the terms and conditions of the Supreme Court's Act and the Rules made thereunder.
- 2. The purchaser shall pay the purchase price in cash or by bank guarantee cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Supreme Court.

Dated at Ermelo this 27th day of March 2001.

Mnr P Beukes, for Bekker Brink & Brink Ing., Plaintiff's Attorneys, ABSA Building, 60 Church Street, Ermelo; Private Bag X9018, Ermelo, 2350. [Tel. (017) 811-2003.] (Ref. Mnr. Beukes/MH/L0035/16.)

Saak No. 1841/99

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen ABSA BANK BEPERK, h/a BANKFIN, Eiser, en D.A. KUBHEKA (ID NO. 5708065921085), Verweerder

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 30 Junie 2000 word die hierinvermelde eiendom op Vrydag, 20 April 2000 om 10:00, te die Landdroskantoor, Ermelo, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Erf 2827, geleë in die dorpsgebied Wesselton, Registrasie Afdeling IT, Provinsie Mpumalanga, groot 502 (vyfhonderd en twee) vierkante meter, gehou kragtens Akte van Transport TL39395/86, met verbeterings.

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

- 1. Die koper moet onmiddellik nadat die bod op hom toegeslaan is, 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bouverenigingwaarborg aan die Balju lewer binne 60 dae na datum van verkoping.
 - 2. Die koper sal verplig wees om onmiddellik na die bod om hom toegeslaan is, die verkoopvoorwaardes te onderteken.
- 3. Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastings indien enige, asook ander uitgawes wat nodig is om transport te laat geskied.

Geteken te Ermelo op hierdie 26ste dag van Maart 2001.

Bekker, Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (Verw. Mnr. Beukes/rb/A0157/1.)

Saak No. 4700/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen FUTUREBANK CORPORATION LIMITED, Eiser, en MUNTU EDWARD MASINA, Verweerder

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 17 Oktober 2000 word die hierinvermelde eiendom op Vrydag, 20 April 2000 om 10:00, te die Landdroskantoor, Ermelo, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Gedeelte 3 van Erf 3350, geleë in die dorpsgebied Wesselton-uitbreiding 2, Registrasie Afdeling I.T., Provinsie Mpumalanga, groot 297 (tweehonderd sewe-en negentig) vierkante meter, gehou kragtens Huurpag Sertifikaat TL42458/98 geleë te Gedeelte 3 van Erf 3350, Wesselton-uitbreiding 2, Ermelo, met verbetering.

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

- 1. Die koper moet onmiddellik nadat die bod op hom toegeslaan is, 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bouverenigingwaarborg aan die Balju lewer binne 60 dae na datum van verkoping.
 - 2. Die koper sal verplig wees om onmiddellik na die bod om hom toegeslaan is, die verkoopvoorwaardes te onderteken.
- 3. Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastings indien enige, asook ander uitgawes wat nodig is om transport te laat geskied.

Geteken te Ermelo op hierdie 26ste dag van Maart 2001.

Bekker, Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (Verw. Mnr. Beukes/RB/B0760/3.)

Case No. 25559/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BOMBA MICHAEL TWALA, First Defendant, and MYGIRL THELMA MKHABELA, Second Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Nelspruit, in the entrance hall, Proforum Building, 4 Van Rensburg Street, Nelspruit, on Friday, 20 April 2001 at 10H00.

Full conditions of sale can be inspected at the Sheriff, Nelspruit, Proforum Building, 5 Van Rensburg Street, Nelspruit, and will be read out prior to the sale taking place.

No warranties are given with regard to the description, extent and/or improvements of the property.

Property: Erf 1082, Kamagugu, Registration Division J.T., Mpumalanga, measuring 338 square metres, also known as Erf 1082, Kamagugu.

Improvements: Dwelling: Lounge, 2 bedrooms, bathroom and kitchen.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. (012) 342-9164.] (Ref. Mr Croucamp/Belinda/E3683.)

Case No. 2000/31248

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and COOK, GREGORY EDWIN, Defendant

A sale in execution will be held on Friday, 20 April 2001 at 10H00, by the Sheriff for Nelspruit at the entrance hall, Proforum, 5 Van Rensburg Street, Nelspruit, of:

Section No. 6, as shown on Sectional Plan SS759/95 in the building or buildings known as Graniet Park situated at Erf 1609, West Acres Extension 13, Township, Transitional Local Council of Nelspruit, measuring 66 (sixty six) square metres, and an undivided share in the common property held under Deed of Transport ST111566/98, known as Flat No. 6, Graniet Park, 38 Graniet Street, West Acres, Extension 13, Nelspruit.

Particulars are not guaranteed: 2 bedroom flat with lounge, dining-room, kitchen, bathroom and toilet. Outside buildings: Carport.

Inspect conditions at the Sheriff for Nelspruit at Proforum Building, 5 Van Rensburg Street, Nelspruit.

J. A. Alheit, for MacRobert Inc. (Tel. 339-8311.) (Ref. N1C/602628/JAA/A du Preez.)

Saak No. 5927/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen LAND- EN LANDBOUBANK VAN SUID-AFRIKA, Eiser, en FLORIS A. PRETORIUS, Verweerder

Ingevolge 'n vonnis gelewer op 18 Desember 2000, in die Ermelo Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder in eksekusie verkoop op Vrydag, 20 April 2001 om 10h00 te Landdroskantoor, Ermelo, aan die hoogste bieër, met geen reserweprys:

Beskywing:

- 1. Gedeelte 11 ('n gedeelte van Gedeelte 2) van die plaas Drinkwater 443, Registrasie Afdeling I.S., Provinsie Mpumalanga, groot 146,8341 (een honderd ses en veertig komma agt drie vier een).
- 2. Gedeelte 13 ('n gedeelte van Gedeelte 2), van die plaas Drinkwater 443, Registrasie Afdeling I.S., Provinsie Mpumalanga, groot 353,8362 (driehonderd drie en vyftig komma agt drie ses twee).
- 3. Gedeelte 15 ('n gedeelte van Gedeelte 1) van die plaas De Goede Hoop 473, Registrasie Afdeling I.S., Provinsie Mpumalanga, groot 24,4740 (vier en twintig komma vier sewe vier nul) hektaar;
- 4. Gedeelte 18 ('n gedeelte van Gedeelte 1) van die plaas De Goede Hoop 473, Registrasie Afdeling I.S., Provinsie Mpumalanga, groot 47,5313 (sewe en veertig komma vyf drie een drie) hektaar.

Eiendomme 1 tot 4 word gehou kragtens Akte van Transport T32662/1996.

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 Jan van Riebeeckstraat 15, Ermelo, 2350.

Gedateer te Ermelo op 26 Maart 2001.

Mnr P Beukes, for Bekker, Brink & Brink Ing., Eiser se Prokureur, ABSA Gebou, Kerkstraat 60, Ermelo; P/sak X9018, Ermelo, 2350. [Tel. (017) 811-2003.] (Verw. Mnr. Beukes/MH/L0035/23.)

Saak No. 4182/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen EERSTE NASIONALE BANK VAN SUID-AFRIKA BPK., Eiser, en KOM TOT RUS BOERDERY BK (CK92/33170/23), 1ste Verweerder, en WILLEM PETRUS ROBINSON (ID No. 4606185007085), 2de Verweerder

Ingevolge 'n vonnis gelewer op 8/09/2000, in die Ermelo Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 20/04/2001 om 10:00, te Landdroskantoor, Ermelo, aan die hoogste bieër, met geen reserweprys:

Beskrywing: Gedeelte 13 ('n gedeelte van Gedeelte 7) van die plaas Witbank 262, Registrasie Afdeling IT, Provinsie Mpumalanga, groot sewentien komme een drie nul ses (17,1306) hektaar, gehou kragtens Akte van Transport T8273/96.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 'n woonhuis, waenhuis en store asook perdestalle.

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 Ermelo.

Gedateer te Carolina op hede die 26ste dag van Maart 2001.

TC Botha, vir Dr T. C. Botha Ingelyf, Eiser of Eiser se Prokureur, Gary Player Gebou, Voortrekkerstraat 44, Carolina, 1185; Posbus 473, Carolina 1185. [Tel. (017) 843-1192/843-2271.] (Verw. Dr Botha/EW/LB0008.)

Saak No. 5836/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen EERSTE NASIONALE BANK, 'n divisie van FIRST RAND BANK LIMITED, Eiser, en ANTONIO PERREIRA FERNANDES (ID No. 6310065102086), Verweerder

Ingevolge 'n vonnis gelewer op 18/12/2000, in the Ermelo Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 20/04/2001 om 10:00, te Landdroskantoor, Ermelo, aan die hoogste bieër, met geen reserweprys:

Beskrywing: Gedeelte 1 van Erf 592, in die dorp Ermelo, Registrasie Afdeling IT, Provinsie Mpumalanga, groot twee duisend agthonderd vyf en vyftig (2 855) vierkante meter, gehou kragtens Akte van Transport T40138/2000.

Straatadres: Jacobsstraat 8, Ermelo, met woonhuis daarop.

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 Ermelo.

Gedateer te Ermelo op hede die 26ste dag van Maart 2001.

TC Botha, vir Dr T. C. Botha Ingelyf, Eiser of Eiser se Prokureur, Gary Player Gebou, Voortrekkerstraat 44, Carolina, 1185; Posbus 473, Carolina 1185. [Tel. (017) 843-1192/843-2271.] (Verw. Dr Botha/EW/I.R0023.)

NORTHERN CAPE NOORD-KAAP

Case No. 1658/2000

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

In the matter between SABAT BATTERY CO. (PTY) LIMITED, Plaintiff, and MR R. A. DE VILLIERS T/A CONNISEUR AUTO ELECTRIC, Defendant

The following property will be sold in execution at the site on the 30th day of April 2001 at 10H00, to the highest bidder:

Erf 591, Springbok, situate in the Area of the Municipality of Springbok, Division of Namaqualand, Province of the Northern Cape, situate at 7 Eerste Avenue, Springbok, measuring 994 (nine hundred and ninety four square metres).

Description: 2 Room flat, shower and toilet, single garage, washing room, lounge and dining-room—open plan, bathroom, corrigated roof and swimming pool.

Held by Title Deed T72015/1993.

- 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% 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 14 days of the sale.
 - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full Conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 19th day of January 2001.

G. Newmark, for Field & Gowar Inc., Attorneys for Plaintiff, 6th Floor, St George's Centre, 13 Hout Street, Cape Town. (Ref: GN/ma/SB008.)

Saak No. 800/00

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen DIE STANDARD BANK VAN SA BPK, Eiser, en WILLEM JOHANNES BRANDT, Eerste Verweerder, en CAROL JULIANA BRANDT, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Noord-Kaapse Afdeling), in bogemelde saak, sal 'n verkoping gehou word te Die Baljukantoor, Victoriastraat, Prieska op Donderdag die 26ste dag van April 2001 om 10H00 van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju, Victoriastraat, Prieska voor die verkoping ter insae sal lê:

"Erf 70 Prieska, in die Munisipaliteit en Afdeling Prieska, Provinsie: Noord-Kaap, groot 2 141 (tweeduisend eenhonderd een en veertig) vierkante meter, gehou kragtens Transportakte No. 2974/97" (ook bekend as 22 Asbestosstraat, Prieska).

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

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

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

Gedateer te Kimberley op hierdie 9 dag van Maart 2001.

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

Saak No. 517/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK PRIESKA GEHOU TE PRIESKA

In die saak tussen MARYDALE SUPERMARK, Vonnisskuldeiser, en M. VENABLES, Vonnisskuldenaar

Kragtens 'n vonnis van die Hof van die Landdroshof te Prieska, op 8 Augustus 2000 en lasbrief tot Geregtelike Verkoping, sal die ondergemelde onroerende eienom op die dag van 20 April 2001 om 10:00, by die Marydale Eethuis, Snymanstraat 40, Marydale, verkoop word aan die persoon wat die hoogste aanbod maak, naamlik:

Erf 243, geleë te Snymanstraat 40, Marydale, afdeling Prieska, provinsie Noord-Kaap, groot 1 047 vierkante meter, gehou kragtens Transportakte 61890/99 ('n vier-vertrek woonhuis met buite toilette vir mans en dames plus buitewasbak).

Bogemelde besonderhede word verskaf maar nie gewaarborg nie.

Die koper sal aanspreeklik wees vir betaling van BTW, indien van toepassing. Slegs kontant of bankgewaarborgde tjeks sal aanvaar word. Die risiko van die eiendom gaan oor die koper vanaf dié oomblik dat die bod op hom of haar toegeslaan is.

'n Deposito van 10% van die koopprys plus BTW is onmiddellik nadat die bod toegeslaan is, betaalbaar.

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

Van Niekerk & Groenewoud, Eisers se Prokureurs, Van Riebeecklaan 2, Posbus 34, Prieska.

Saak No. 5015/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen ABSA BANK BEPERK, Eiser, en LEON GRUNDLINGH, Verweerder

Ingevolge 'n vonnis gelewer op 13 Augustus 1992, in die Kimberley Landdroshof, en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op Donderdag, 10 Mei 2001 om 10:00, voor die hoofingang van die Landdroskantoor, Kimberley, deur die Balju vir die Landdroshof, Kimberley, aan die persoon wat die hoogste aanbod maak, naalik:

Beskrywing: Erf 16661, geleë in die stad en distrik Kimberley, provinsie Noord-Kaap, groot 1 068 (eenduisend agt-ensestig) vierkante meter, gehou kragtens Transportakte T4210/1996, beter bekend as Sederberglaan 1, Carters Glen, Kimberley.

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

Die eiendom bestaan uit 'n woonhuis met buitegeboue en motorhuis.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Woodleystraat 36, Kimberley, of die kantore van die Eiser se prokureurs, Van de Wall & Vennote, Southeystraat, Kimberley.

Gedateer te Kimberley op hede die 16de dag van Maart 2001.

B. Honiball, vir Van de Wall & Vennote, Southeystraat, Kimberley. [Tel. (053) 831-1041.] (Ref. BH/lg/ZB1313.)

Saak No. 8596/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen SAAMBOU BANK, Eiser, en VYVYAN GEORGE SYLVESTER PIETERSE, Eerste Verweerder, en SHARELL ANETTE PIETERSE, Tweede Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley, op 9 November 1999, en lasbrief vir eksekusie, sal die volgende eiendom in eksekusie verkoop word op Donderdag, 26 April 2001 om 10:00, voor die Landdroskantoor te Kimberley, deur die Balju, Kimberley, aan die persoon wat die hoogste aanbod maak naamlik:

Sekere Erf 12334, Kimberley, geleë in die stad en distrik van Kimberley, provinsie Noord-Kaap, beter bekend as Rivertonweg 8, North View, Kimberley, groot 620 (seshonderd-en-twintig) vierkante meter, gehou kragtens Transportakte T1131/1972, onderworpe aan Verbandakte B1422/1988, ten gunste van Saambou Bank.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 13de dag van Maart 2001.

K. J. Spangenberg, vir Van de Wall & Vennote, Prokureur vir Eiser, Southeystraat, Kimberley, 8301. (Tel. 831-1041.) (Ref. mnr. Spangenberg/Zibbie/ZD8500.)

Case No. 9021/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and CLIFFORD JAMES ADAMS, First Execution Debtor, and AMELIA DAWN ADAMS, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Kimberley and a writ of execution dated 15 September 2000, the undermentioned property will be sold in execution to the highest bidder in front of the Magistrate Court, Kimberley, on Thursday, 19 April 2001 at 10h00:

Certain Erf 18813, situate in the City and District of Kimberley, Northern Cape Province, measuring 394 square metres, held by Deed of Transfer T4721/1998 (also known as 17 Mosquito Street, Florianville, Kimberley).

The improvements consist of a single detached dwelling house with 2 bedrooms, separate toilet, kitchen and lounge, 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.

Saak No. 108/2000

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

In die saak tussen STANDARD BANK VAN SUID-AFRIKA BPK, Eiser, en JAN HENDRIK NOETH, 1ste Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof, gedateer die 18de Januarie 2001 en 'n lasbrief tot uitwinning van onroerende goed gedateer die 19de Januarie 2001 sal die ondergemelde onroerende eiendom deur die Balju van die Hooggeregshof vir die distrik van Kuruman, per publieke veilling in eksekusie verkoop word aan die hoogste bieër met 'n reserwe prys van R100 000,00 te die Landdroskantoor, Malanstraat, Kuruman, op 24 April 2001 om 10h00 en onderworpe aan die verkoopsvoorwaardes wat voor die veiling afgelees sal word:

Die eiendom wat verkoop word is soos volg omskryf:

Sekere Erf 2663 (gedeelte van Erf 1979, Kuruman), geleë in die munisipaliteit Kuruman, afdeling Kuruman, provinsie Noord-Kaap, groot 3 767 vierkante meter, gehou kragtens Transportakte T1224/95.

Die eiendom is ook bekend as Fabriekstraat 12, Kuruman.

Die verbeterings op die perseel is die volgende, maar word nie gewaarborg nie: Werkswinkel met steengeboue, toonbank \pm 26 x 12 meter, 2 kantore \pm 4 x 6 meter elk, kombuis \pm 3 x 5 meter, 2 stoorkamers \pm 4 x 7 meter elk, toilet, binnegebou ingang, toilet, buitegebou ingang, leenafdak, staalkonstruksie \pm 13 x 9 meter.

Die verkorte verkoopsvoorwaardes is dat die eiendom voetstoots verkoop word sonder enige waarborge en 10% van die koopprys moet onmiddellik op die datum van die verkoping betaal word, sowel as die kommissie van die Balju. Die koper moet 'n goedgekeurde bankwaarborg verskaf binne 10 dae na datum van verkoping en die eiendom word verkoop onderworpe aan 'n reserwe prys van R100 000,00. Die volledige verkoopsvoorwaardes kan geïnspekteer word ten kantoor van die Balju, Bearestraat 41, Kuruman, en/of mnre Elliott, Maris, Wilmans & Hay, Cheapside Gebou, h/v Stockdale en Cheapsidestraat, Kimberley.

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

Balju vir die Hooggeregshof, Bearestraat 41, Kuruman.

Elliott, Maris, Wilmans & Hay, Prokuruers vir Verkoper, Grondvloer, Cheapside, Posbus 179, Kimberley. (Ref. VWH/LP/H1204.)

Saak No. 527/2000

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

In die saak tussen ABSA BANK BEPERK, Eiser, en VERNON CLOETE, Eerste Verweerder, en JENNIFER FRANCIS CLOETE, Tweede Verweerder

Kragtens 'n vonnis en beslaglegging van bogemelde agbare Hof gedateer 20 Julie 2000 sal die ondergetekende eiendom per publieke veiling verkoop word op Donderdag, 10 Mei 2001 om 10:00 te die kantore van die Landdroshof, Knightstraat, Kimberley, onderhewig aan die verkoopsvoorwaardes wat deur die Balu van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopsvoorwaardes geinspekteer kan word by die kantore van die balju te Kimberley, die eiendom synde:

Erf 17064, geleë in die Stad en Distrik Kimberley, Provinsie Noord-Kaap, groot 312 (drie honderd en twaalf) vk. meter, en gehou kragtens Transportakte T304/1994, beter bekend as 61 Tweede Straat, Homevale, Kimberley.

Verbeterings: Woonhuis. Dit is nie bekend of daar buitegeboue is of nie.

Voorwaardes:

- 1. Betaling van 10% (tien persent) van die kooprys in kontant of bankgewaarborgde tjek op datum van die veiling, en die balans betaalbaar teen registrasie van transport in naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare Bankwaarborg, welke waarborg binne vyftien (15) dae na die datum van die veiling aan die balju/eiser se prokureur oorhandig moet word.
- 2. Afslaerskommissie op die bruto verkoopprys is betaalbaar op die datum van veiling, tesame met alle agterstallige en uitstaande erfbelastings, indien enige.

A P van der Walt, Balju vir Kimberley.

B. Honiball, vir Van de Wall & Vennote, Van de Wall Gebou, Southeystraat, Kimberley. [Tel: (053) 831-1041.] (Ref: B. Honiball.)

Case No. 9174/95

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

In the matter between H J E BRESLER N O THE SOMERSET TRUST, Plaintiff and G L T BURGESS, Defendant

The following property will be sold in execution at Kimberley Magistrate's Court, c/o Transvaal Road and Southey Street, Kimberley on 3 May 2001 at 10h00, to the highest bidder:

Erf 17025, Kimberley, in the Kimberley Municipality situated in the city and district of Kimberley Province of Northern Cape, extent 318 (three hundred and eighteen) square metres; held by the Mortgagor by Deed of Transfer No T8551/1993 also known as 34 Fifth Street. Homevale, Kimberley.

Payment: Ten per centum in cash or by bank guaranteed cheque at the time of the Sale and the balance (plus interest at the current rate calculated on the Judgment Creditor's claim from the date of Sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 days of the Sale.

Dated at Strand on this 28th day of March 2001.

Bouwer Potgieter Incorporated, 120 Main Road, Strand, 7140.

Saak No. 9174/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen H J E BRESLER N O THE SOMERSET TRUST S.A. (Reg. No. T516/91), Eksekusieskuldeiser en G L T BURGERS, Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie per openbare veiling verkoop word op 3 Mei 2001 om 10h00 aan die hoogste bieër by die Landdroshof Kimberley, h/v Transvaalweg en Southeystraat:

Erf Nr: 17025 Kimberley geleë in die stad en distrik van Kimberley, Provinsie Noord-Kaap, grootte 318 vierkante meter, gehou onder Transportakte Nr. T8551/1993 ook bekend as Vyfde Straat 34, Homevale, Kimberley.

Betaling: Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) daarvan in kontant of bank gewaarborgde tjek ten tyde van die verkoping en die volle saldo daarvan is teen registrasie van oordrag betaalbaar.

Gedateer te Strand op hierdie 28ste dag van Maart 2001.

Bouwer Potgieter Ingelyf, Hoofweg 120, Strand, 7140.

Saak No. 128/00

IN DIE LANDDROSHOF VIR DIE DISTRIK RICHMOND GEHOU TE RICHMOND

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en VAN DEN HEEVER, HUGO & CEM, Eksekusieskuldenaar

Neem hiermee kennis dat ter uitvoering van 'n vonnis toegestaan deur die Klerk van die Hof te Richmond die volgende onroerende eiendom per openbare veiling verkoop sal word om 10h00 op 4 Mei 2001, te die Landdroskantoor, Markstraat, Richmond, aan die hoogste bieër, naamlik:

Erf 377, Richmond, in die Munisipaliteit en Afdeling van Richmond, provinsie Noord-Kaap, groot 634 (seshonderd vier en dertig) vierkante meter, gehou kragtens Transportakte T23559/1987.

Adres: Kerkstraat 277, Richmond, Noord-Kaap.

Verbeterings: Woonhuis en buitegeboue.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Landdroshof, Loopstraat 15, Richmond, 7090. Gedateer te Richmond op die 19de dag van Maart 2001.

Balju van die Hof.

A Potgieter, vir M D Visser en Vennote, Eiser se Prokureurs, Pienaarstraat 121, Richmond, 7090. [Tel. (053) 693-0003.] (Docex. Posbus 28.) (Verw. MDV.) (Lêer RI1296.)

Saak Nos. 2977/2000 531/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KURUMAN GEHOU TE KURUMAN

In die saak tussen SUID-AFRIKAANSE INKOMSTEDIENS, Eiser, en OMOKAETSWE EMMANUEL KGOPODITHATE, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bogemelde Agbare Hof op 15/12/2000, die onderstaande eiendom, te wete:

Sekere Erf 2755, Kuruman, geleë in die Munisipaliteit Kuruman, afdeling Kuruman, provinsie Noord-Kaap, groot 1 446 (een vier vier ses) vierkante meter, gehou kragtens Transportakte T2511/1996, in eksekusie verkoop sal word op 17 April 2001 om 10:00, by die Landdroskantoor, Malanstraat, Kuruman.

Verkoopvoorwaardes:

- 1. Die eiendom word voetstoots verkoop en niks word gewaarborg nie.
- 2. Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) plus verkoopkommissie op die dag van die verkoping. Die balans tesame met rente binne 30 (dertig) dae na die veiling, sal betaal of verseker word by wyse van 'n bank- of bougenootskapwaarborg.
 - 3. Die koper sal alle bedrae betaal om transport te neem, insluitende hereregte, belastings, sanitêre fooie ens.
 - 4. Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Bearestr. 41, Kuruman.
- 5. Indien die koper sou nalaat om enige van die voorwaardes van die verkoping na te kom, sal hy die deposito genoemde in paragraaf 2 verbeur ten gunste van die Eksekusieskuldeiser sonder benadeling van regte van die Eksekusieskuldeiser om enige eis om skadevergoeding teen die koper in te stel.

Gedateer te Kimberley op hierdie 30ste dag van Maart 2001.

Waarnemende Ontvanger van Inkomste, Kimberley. (Verw. 0717/003/06/05.)

Saak No. 4748/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen RONALD BOBROFF & PARTNERS, Eiser, en NICHOLAS PETERS, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief van eksekusie gedateer 29 Mei 2000 sal die hiernagenoemde eiendom sonder reserwe-prys verkoop word aan die hoogste bieder deur die Balju, Kimberley, om 10h00, op Donderdag, 19 April 2001, by die Landdrosgebou, Kimberley:

Seker Erf No. 24870, geleë in die stad en distrik Kimberley, provinsie Noordkaap, groot 718 (sewehonderd en agtien) vierkante meter, gehou kragtens Transportakte No. T2487/1995, onderhewig aan die voorwaardes soos meer volledig daarin uiteengesit en verder spesiaal onderhewig aan die voorbehoud van minerale regte, ook bekend as Tweede Laan 19, Greenside, Kimberley.

Verbeterings: Woonhuis met buitegeboue. (Die aard, grootte, kondisie en bestaan van die verbeterings word nie gewaarborg nie en word die eiendom dus "voetstoots" verkoop).

Die voorwaardes van verkoop: Tien persent (10%) van die koopprys is onmiddellik betaalbaar en die balans op registrasie van oordrag. Die volle voorwaardes van verkoop wat onmiddellik voor die verkoop gelees sal word, mag by die kantoor van die Balju, Kimberley besigtig word. 'n Bouvereniging-lening mag onderhandel word met 'n goedgekeurde koper

Gedateer te Kimberley op die 9de dag van Maart 2001.

C L Lloyd, Prokureur vir Eiser, Haarhoffs Ing, NBS Gebou, 2de Vloer, Jonesstraat 60/64, Kimberley, 8301.

Case No. 2000/22765

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and STEENKAMP: LOUIS JORDAAN, Defendant

A sale in execution will be held on Friday, 20 April 2001 at 10h00 by the Sheriff for De Aar, in front of the Magistrate's Office, De Aar, of:

Erf No. 202, De Aar, situate at the Municipality of De Aar, Division of Philipstown, Registration Division, Province Northern Cape, in extent 1 020 (one thousand ad twenty) square metres, known as 65 Rossouw Street, De Aar.

Particulars are not guaranteed: Dwelling, entrance hall, lounge, dining room, kitchen, family room, study room, 3 bedrooms, bathroom, shower, separate toilet, pantry. *Outbuildings:* Double garage, double carport, outside room, outside toilet.

Inspect conditions at Sheriff De Aar, 68 Main Street, De Aar.

J A Alheit, for MacRobert Inc. (Tel. 339-8311.) (Ref. N1C/601808/JAA/A du Preez.)

NORTHERN PROVINCE NOORDELIKE PROVINSIE

Case No. 790/99

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and NOMONDE EUNICE MODIBA, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution, the property described as:

Portion 295, of the farm Tweefontein 915, Registration Division LS, Northern Province, in extent 1,0036 hectare, held by Deed of Transfer T118895/1996.

Will be sold in front of the offices of the Sheriff of the Court, 25 Mangaan Street, Superbia, Pietersburg, on 25th April 2001 at 10:00, without reserve and to the highest bidder.

Improvements (which are not warranted to be correct and not guaranteed): Unimproved broadlands plot.

The material conditions of the sale are:

- 1. Unless arrangements are made with the Plaintiff before the sale, the purchaser must pay a deposit of 10% (ten percentum) of the purchase price or R1 000,00 (one thousand rand) whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a guarantee approved by the Sheriff and delivered within 21 (twenty one) days from date of sale.
 - 2. The sale is "voetstoots" and subject to:
 - 2.1 The Magistrate's Court Act and the Rules made thereunder;
 - 2.2 the conditions of the title deed, and
- 2.3 the conditions of the sale which may be inspected at the offices of the Sheriff who will read the conditions of the sale immediately before the sale.

Dated at Pietersburg on 16 March 2001.

J F Moolman, for Pratt Luyt & De Lange, Attorney for the Plaintiff, Legnum Park, 20 Market Street, P O Box 152, Pietersburg, 0700. (Ref. J F Moolman/MP/QC 6119.)

Saak No. 1598/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK SOUTPANSBERG GEHOU TE LOUIS TRICHARDT

In die saak tussen FIRST RAND BANK BEPERK (voorheen bekend as EERSTE NASIONALE BANK VAN SUID-AFRIKA BEPERK), Eiser, en MALCOLM PETER TUCKER, Verweerder

Ingevolge 'n vonnis gelewer op 10 Mei 2000, in die Louis Trichardt Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 16 Mei 2001 om 10h00, te Rietbokstraat 81(A), Louis Trichardt, 0920, aan die hoogste bieër, met geen reserweprys:

Beskrywing: Gedeelte 1 van die Erf 1816, geleë in die dorpsgebied Louis Trichardt Uitbreiding 2, Registrasie Afdeling L.S., Noordelike Provinsie, groot 1 035 (een duisend vyf en dertig) vierkante meter, gehou kragtens Akte van Transport T62858/1988, onderhewig aan sodanige voorwaardes as in genoemde akte vermeld is of na verwys word en spesiaal onderhewig aan die voorbehou van Minerale Regte.

Straatadres: Rietbokstraat 81(A), Louis Trichardt, 0920.

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

De eiendom bestaan uit woonhuis.

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

Gedateer te Louis Trichardt op 23 Maart 2001.

Coxwell, Steyn, Vise & Naude, Eiser se Prokureur, Trichardtstraat 31, Louis Trichardt, 0920, Posbus 52, Louis Trichardt, 0920. [Tel. (015) 516-0116.] (Verw. mev R Botha/io/E9843-176.)

Adres van Verweerder: Rietbokstraat 81(A), Louis Trichardt, 0920.

Saak No. 1001/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen ABSA BANK BEPERK, Eiser, en JOHANNES CORNELIUS OOSTHUIZEN, 1ste Verweerder, en CATHELEEN MARIE OOSTHUIZEN, 2de Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van die bogenoemde Agbare Hof op 9 Februarie 2001 en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom op 10:00 op 18 April 2001 deur die Balju, Pietersburg te Mangaanstraat 25, Superbia, Pietersburg, geregtelik verkoop sal word, aan die hoogste bieder naamlik:

Gedeelte 1 van Erf 354, geleë in die dorpsgebied Annadale, Registrasie Afdeling LS, Noordelike Provinsie, groot 1 428 (een vier twee agt) vierkante meter, gehou kragtens Akte van Transport T46667/96, geregistreer in die naam van Johannes Cornelius Oosthuizen, I.D.-nommer 6912235281086 en Catheleen Marie Oosthuizen, I.D.-nommer 6806270069085, welke eiendom ook bekend staan as Spoorwegstraat 68, Annadale, Pietersburg, weervan die hoofgebou bestaan uit sitkamer, familiekamer, eetkamer, kombuis, 3 slaapkamers, 2 badkamers en waskamer.

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

- 1. Tien persent (10%) van die koopsom op datum van veiling.
- 2. Balans van koopsom, plus rente binne 14 (veertien) dae van datum van veiling.
- 3. Besit onderhewig aan enige bestaande huurkontrak.

Gedateer te Pietersburg op 12 Maart 2001.

K Twine, vir Kampherbeek Twine & Pogrund, Rabestraat 26A, Posbus 3555, Pietersburg, 0700. (Verw. AVDM/TA0029.)

Saak No. 21900/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen LAND EN LANDBOU BANK VAN SUID-AFRIKA, Eiser, en PETRUS CORNELIUS ZACHARIAS VILJOEN, Eerste Verweerder, en BARBARA ELIZABETH VILJOEN, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak in die Hooggeregshof van Suid-Afrika in bogemelde saak op die 29ste November 2000 en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof, Potgietersrus op die 20ste April 2001 om 10h00, voor die Landdroskantoor, Hoogestraat, Potgietersrus, verkoop:

1. Gedeelte 5 ('n gedeelte van Gedeelte 3) van die plaas Geluksfontein 547, Registrasie Afdeling KR, Noordelike Provinsie, groot 85, 6532 hektaar, gehou kragtens Akte van Transport Nr. T46182/98.

2. Gedeelte 1 van die plaas Vlaklaagte 544, Registrasie Afdeling KR, Noordelike Provinsie, groot 385,4394 hektaar, gehou kragtens Akte van Transport Nr. T46182/98.

Verbeterings: Die eiendomme bestaan uit 'n woonhuis met 'n sitkamer, eetkamer, kombuis, 4 slaapkamers, 1½ badkamer, staalstoor ongeveer 240 m², sementsteenstoor wat gebruik word as pakkamers, toegeruste boorgat en 1 000 produserende perskebome.

Beskrywing, grote en verbeterings nie gewaarborg.

Die verkoopvoorwaardes wat uitgelees word is ter insae by die kantore van die Balju te Eerste Vloer, Munpengebou, 80 Voortrekkerweg, Potgietersrus.

Geteken te Pretoria op hierdie 23ste dag van Maart 2001.

Van Zyl Le Roux & Hurter Ingelyf, Prokureurs vir Eiser, 13de Vloer, SALU Gebou, h/v Pretorius & Schoemanstrate, Pretoria; Posbus 974, Pretoria, 0001. (Tel. 300-5000.) (Verw. JJ Hurter/hk/195929.)

Saak No. 14498/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen ABSA BANK BEPERK, Eiser, en DS LOUW, as Trustee van die D & L LOUW TRUST, Trust No: IT11547/97, 1ste Verweerder, en DANIEL STEPHANUS LOUW, 2de Verweerder

Kennis word hiermee gegee dat nadat 'n Lasbrief vir eksekusie gedateer 13de Desember 2000, uitgereik is deur die bogemelde Agbare Hof sekere vaste eiendom naamlik:

Eiendomsbeskrywing: Erf 6209, Pietersburg Uitbreiding 17 Dorpsgebied, Registrasie Afdeling L.S., Noordelike Provinsie, groot 2 302 (twee drie nul twee) vierkante meter; Erf 6210, Pietersburg Uitbreiding 17 Dorpsgebied, Registrasie Afdeling L.S., Noordelike Provinsie, groot 2 310 (twee drie een nul) vierkante meter;

Adres: Platinastraat 64 & 66, Futura, Pietersburg.

Verbeterings: Pakhuis, 5 kantore, 4 toilette, ontvangs, kluis, kombuis, stoor (die aard, grootte, toestand en bestaan van die verbeterings word nie gewaarborg nie, en word "voetstoots" verkoop).

Sonering: Industrieël (die akkuraatheid hiervan kan nie gewaarborg word nie).

verkoop sal word in eksekusie deur die Balju van die Landdroshof/Afslaer te die Balju Kantoor, Mangaanstraat 25, Superbia, Pietersburg, op 18 April 2001 om 10:00.

Die eiendom word verkoop onderhewig aan die verkoopsvoorwaardes wat ter insae lê by die Landdroshof, Pietersburg, en die kantoor van die Balju, Pietersburg, welke voorwaardes onder andere die volgende vervat:

- 1. Die Koper moet 'n deposito van 10% van die koopprys in kontant onmiddellik na die toeslaan van die bod betaal, die balans teen transport en verseker te word deur 'n waarborg van 'n Bank of Bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju van die Landdroshof of afslaers binne veertien (14) dae na die datum van die verkoping verstrek te word.
- 2. Nog die Eiser nog die Verweerder nog die Balju van die Landdroshof/Afslaer verskaf enige waarborg wat betref die eiendom en word die eiendom "voetstoots" verkoop.

Geteken te Pietersburg op hierdie 29ste dag van Maart 2001.

P S Steyn, vir Du Toit, Swanepoel, Steyn & Spruyt, 2de Vloer, NBS Gebou, Landdros Maréstraat 53, Pietersburg, 0699. (Verw: Mnr. Steyn/zvw/7977.)

Saak No. 11537/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen VELAPHI WILLIAM HLONGOANE, Vonnisskuldeiser, en MADUMANE MICHAEL MPHAHLELE, Vonnisskuldenaar

Ten uitvoerlegging van 'n vonnis wat die Landdroshof van Pietersburg toegestaan het op 10 November 1997, en 'n Lasbrief vir Eksekusie uitgereik in opvolging daarvan, word die ondergenoemde eiendom in eksekusie verkoop op Vrydag, 4 Mei 2001 om 10h00, deur die Balju van Thambamoopo, te die Landdroskantore, Thambamoopo, aan die persoon wat die hoogste aanbod maak, naamlik:

Erf 1714, Lebowakgomo-A, Registrasie Afdeling KS, Noordelike Provinsie, groot 510 (vyf honderd en tien) vierkante meter, gehou kragtens Titelakte T2175/1988.

Inligting met betrekking tot verbeterings word nie gewaarborg nie.

Eiendom bestaan uit 'n woonhuis.

Terme: Die veilingskostes plus 10% (tien persent) van die koopprys is in kontant betaalbaar onmiddellik na die verkoping en vir die balans en rente moet die koper die Balju binne 21 dae na datum van verkoping van 'n goedgekeurde Bank of Bouvereniging waarborg voorsien. Die volledige verkoopsvoorwaardes lê ter insae by die kantoor van die Balju, Thambamoopo, waar dit te enige tyd gedurende kantoorure geïnspekteer kan word en wat onmiddellik voor die verkoping uitgelees sal word.

Geteken te Pietersburg op hierdie 26ste dag van Maart 2001.

W. Schoeman, vir Werner Schoeman Prokureurs, 19B Hans van Rensburgstr, Pietersburg; Posbus 55794, Pietersburg, 0700.

Case No. 7348/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JEREMIA JESAJA JANSEN VAN VUUREN, ID No. 6009085045008, Defendant

A sale in Execution of the undermentioned property is to be held without reserve at the Offices of the Sheriff, 25 Mangaan Street, Superbia, Pietersburg, on the 18th day of April 2001 at 10h00:

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

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

Property: Erf 4909, in the Town Pietersburg Extension 11, Registration Division LS, Northern Province, known as 19 Protea Road, Flora Park, Pietersburg.

Improvements: 3 bedrooms, 2 bathrooms, kitchen, 2 livingrooms, 1 other room.

Hack Stupel & Ross, Attorneys for Plaintiff, P O Box 2000, Pretoria. [Tel. (012) 325-4185.] (Reference: Du Plooy/ELR/GT6731.)

Saak No. 22/98

IN DIE LANDDROSHOF VIR DIE DISTRIK MHALA GEHOU TE THULAMAHASHE

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 die Balju Stoor, Industriële Area, Thulamahashe, op 24 April 2001 om 13h00, of so spoedig moontlik daarna, naamlik:

Erf 9958, Thulamahashe, Distrik Mhala, groot 620 m2.

Die volgende verbeterings is op die eiendom aangebring (die aard en toestand en bestaan daarvan nie gewaarborg nie en word voetstoots verkoop, naamlik: 'n Woonhuis bestaande uit: Twee slaapkamers, sit/eetkamer, kombuis, badkamer met toilet onderworpe aan die voorwaardes vermeld in die Titelakte van voormelde eiendom kragtens Deed of Grant 242/97.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshowewet, en reëls aan die hoogste bieër 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 Afslaer en/of die Balju van die Landdroshof, Mhala, ter insae lê.

Geteken te Nelspruit op hede die 2de dag van Maart 2001.

K. de Kock, vir Du Toit-Smuts Prokureurs, h/v Rothery & vNiekerkstrate, Posbus 4030, Nelspruit. (Verw: KDK/EK/U0773/1/U2/98.)

Aan: Die Klerk van die Hof, Nelspruit.

Aan: Die Balju van die Landdroshof, Mhala.

Aan: Die Citizen, Johannesburg

Aan: Die Staatskoerant. Pretoria.

NORTH WEST NOORDWES

Case No. 629/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JOHAN OLIVIER, First Defendant, and SONNET LEONIE OLIVIER, Second Defendant

A sale will be held on 18 April 2001 at 11:00, at 2 Sarah Street, Flamwood Extension 1, Klerksdorp for:

Erf 456, situated in the Township Flamwood Extension 1, Registration Division IP, Transvaal, measuring 1 051 (one thousand and fifty-one) square metres, held by the Defendants under Deed of Transfer T44777/95, situated at 2 Sarah Street, Flamwood Extension 1, Klerksdorp.

Improvements (although in this respect nothing is guaranteed): Dwelling consisting of three bedrooms, two bathrooms, four living-rooms and linen room. Outbuildings consisting of two garages, two servants' guarters and bathroom.

Inspect conditions at the office of the Sheriff, Klerksdorp, First Floor, Senpark, corner of Voortrekker and Margaretha Prinsloo Streets, Klerksdorp.

A. Holtzhausen, vir MacRobert Inc., 23rd Floor, SAAU Building, corner of Schoeman and Andries Streets, Pretoria. [Tel. (012) 339-8441.] (Ref. A. Holtzhausen/rj/606225.)

Saak No. 14873/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen NEDCOR BANK (BPK), Eiser, en MARTHA JACOBA VAN AS, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 21 Julie 2000, sal die ondervermelde eiendom op Woensdag, 25 April 2001 om 11:00, te Wesselstraat 61, Meiringspark, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 51, Meiringspark, groot 1 487 vierkante meter, ook bekend as Wesselstraat 61, Meiringspark, Klerksdorp.

Onderhewig aan die volgende voorwaardes:

- 1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieër, 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 13,50% (dertien komma vyf 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: Drie slaapkamers, badkamer, kombuis, sitkamer en twee ander kamers.
- 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 14de dag van Maart 2000.

A. H. Snyman, vir Oosthuizen Du Plooy & Vennote, Derde Verdieping, Eerste Nasionale Bankgebou, Kerkstraat 58 (Posbus 22), Klerksdorp. (Ref. AHS/MP/#.)

Saak No. 15149/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen NEDCOR BANK (BPK), Eiser, en KAROBO LEBENYA ERIC LEPHEANE, Eerste Verweerder, en ALINAH PUSELETSO LEPHEANE, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 31 Julie 2000, sal die ondervermelde eiendom op Woensdag, die 25 April 2001 om 12:00, te Konigstraat 50, Elandsheuwel, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf: Gedeelte 1 van Erf 15, Elandsheuvel, groot 595 vierkante meter, ook bekend as Konigstraat 50, Elandsheuwel, Klerksdorp.

Onderhewig aan die volgende voorwaardes:

- 1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieër, 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 14,25% (veertien komma twee vyf 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: Drie slaapkamers, badkamer, kombuis en twee ander kamers.
- 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 14de dag van Maart 2001.

A. H. Snyman, vir Oosthuizen Du Plooy & Vennote, Derde Verdieping, Eerste Nasionale Bankgebou, Kerkstraat 58 (Posbus 22), Klerksdorp. (Ref. AHS/MP/L6.00.)

Saak No. 24618/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en BREET, MARIE, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Klerksdorp, te ID du Plessisstraat 8, Lourenspark, Orkney, op 19 April 2001 om 10:00, van:

Erf 39, Lourenspark-dorpsgebied, Registrasieafdeling IP, Noordwes Provinsie, groot 1 481 vierkante meter, gehou kragtens Akte van Transport T123786/99 (ook beter bekend as ID du Plessisstraat 8, Lourenspark, Orkney, Noordwes Provinsie).

Besonderhede van die eiendom en die verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie. Voornemende kopers moet eiendom self besigtig.

Verbeterings: 'n Teëldakwoning met siersteen, vier slaapkamers, twee badkamers, sitkamer, eetkamer, gesinskamer, kombuis met aparte opwas, bediendekamer met aparte toilet en dubbele garage. Drie kante van die perseel is omhein met betonmure.

Besigtig verkoopvoorwaardes by Balju, Klerksdorp, te hoek van Voortrekker- en Margaretha Prinsloostraat, Klerksdorp. Tim du Toit & Kie, Ingelyf. [Tel. (012) 320-6753.] (Verw. mnr. Streicher/am.)

Saak No. 10530/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen N B S 'n divisie van BOE BANK BEPERK, Eiser, en A. P. KOTZÈ, Verweerder

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 12 Julie 2000, en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom op 4 Mei 2001 om 09:00, te die eiendom, geregtelik verkoop sal word, naamlik:

Erf 2668, Stilfontein-uitbreiding 4-dorpsgebied, Registrasieafdeling IP, provinsie Noordwes, groot 595 vierkante meter, gehou kragtens Akte van Transport T83751/99, ook bekend as Kowiestraat 34, Stilfontein, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Stilfontein, Delverstraat 53, Klerksdorp, ter insae lê en onder andere die volgende behels:

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

Gedateer te Klerksdorp op hede die 18de dag van Januarie 2001.

Botha De Wet & Rood, Prokureurs vir Eiser, Regsforumgebou, Pretoriusstraat 8, Klerksdorp; Posbus 33, Klerksdorp, 2570. [Tel. (018) 462-3751.] (Verw. mnr. L. van Zyl (Jnr.)/HS/N24113.)

Aan: Die Balju van die Landdroshof.

Case No. 19544/2000

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

In the matter between FBC FIDELITY BANK LTD, Execution Creditor, and ROOI NIKLAAS DANKE, First Execution Debtor, and KGOMOTSO DANKE, Second Execution Debtor

Pursuant to a judgment of the Magistrate's Court for the District of Rustenburg, and warrant of execution dated 19 January 2001, the undermentioned property will be sold in execution to the highest bidder, on 20 April 2001 at 10:00, in front of the Magistrate's Offices, Rustenburg, namely:

Erf 54, in the township of Boitekong Unit 1, Registration Division JQ, North West Province, known as Erf 54, Boitekong, measuring 318 (three hundred and eighteen) square metres, held by Deed of Transfer T2821/98.

Bond Holder: FBC Fidelity Bank Limited, B2166/98.

The conditions of sale will be announced immediately prior to the sale and will also be available for inspection at the offices of Messrs Bonthuys Bezuidenhout Incorporated, 28 Kruis Street, Rustenburg, the Sheriff of the Magistrate's Court, Rustenburg, and the Clerk of the Court, Rustenburg.

The most important conditions contained therein are:

The purchase price shall be paid cash as to 10% (ten per centum) thereof at the time of the sale and the full balance thereof together with interest at the current rate referred to in the warrant of execution on the amount of the Plaintiff's claim from the date of sale to the date of transfer shall be secured by bank or building society guarantee in form acceptable to Plaintiff's conveyancers. The guarantee shall be delivered by the purchaser to the Messenger within 30 (thirty) days of sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

Signed at Rustenburg on this 13th day of March 2001.

Bonthuys Bezuidenhout Inc., 28 Kruis Street, Rustenburg. (Ref. Mrs Bezuidenhout/Cindi Campbell/RCF072.)

Case No. 787/00

IN THE HIGH COURT OF SOUTH AFRICA

(Bophuthatswana Provincial Division)

In the matter between FBC FIDELITY BANK LIMITED (under Curatorship), Execution Creditor, and ANDREW SAMSON, First Execution Debtor, and DOROTHY GLADYS SAMSON, Second Execution Debtor

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Deputy Sheriff for the High Court of South Africa (Bophuthatswana Provincial Division), at the office of the Sheriff, Molopo, at 46E Carrington Street, Mafikeng, on 25 April 2001 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff, Molopo:

Address: Site 3612, Extension 34, Township Mafikeng, District Molopo, extent 790 (seven hundred and ninety) square metres, held in terms of Deed of Transfer T3811/1998.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A brick-dwelling consisting of three living-rooms, kitchen, two bedrooms and a bath room.

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 a price of R30 000 and thereafter 3% (three per cent) provided that the minimum amount payable shall be R300 and the maximum amount R7 000.

Dated at Mafikeng on this 15th day of March 2001.

Van Onselen & Van Rooyen Inc., Execution Creditor's Attorneys, 9 Proctor Avenue, Mafikeng. (Ref. JVO/ack/JF118/00.)

Case No. 657/00

IN THE HIGH COURT OF SOUTH AFRICA

(Bophuthatswana Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and EUGENE RODNEY KLINCK, First Defendant, and CHANTEL SANDRA KLINCK, Second Defendant

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Deputy Sheriff for the High Court of South Africa (Bophuthatswana Provincial District), at the office of the Sheriff, Molopo, 46E Carrington Street, Mafikeng, on 25 April 2001 at 10:00, of the undermentioned immovable property of the Defendants, on the conditions to be read out by the Sheriff at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff, Molopo:

Address: Site 2733, Extension 28, Township Mafikeng, District of Molopo, extent 1 200 (one thousand two hundred) square metres, held by virtue of Deed of Transfer T875/1998.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A brick dwelling consisting of five living-rooms, three bedrooms, two bathrooms, entrance hall and laundry. Outbuildings: Garage, bathroom, servants' quarters and store.

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 a price of R30 000 and thereafter 3% (three per cent) provided that the minimum amount payable shall be R300 and the maximum amount R7 000.

Dated at Mafikeng on this 15th day of March 2001.

Van Onselen & Van Rooyen Inc., Plaintiff's Attorneys, 9 Proctor Street, Mafikeng, 2745. (Ref. JVO/ack/JS98/2000.)

Case No. 785/00

IN THE HIGH COURT OF SOUTH AFRICA

(Bophuthatswana Provincial Division)

In the matter between FBC FIDELITY BANK LIMITED (uner Curatorship), Execution Creditor, and R. I. MOJANAGA, 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, Molopo, at 46E Carrington Street, Mafikeng, on 25 April 2001 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale, which condiitons will lie for inspection prior to the sale, at the office of the Sheriff, Molopo:

Address: Site 1927, Unit 8, Township Mmabatho, District of Molopo, extent 349 (three hundred and nine) square metres, held in terms of Deed of Grant 769/1996.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A brick dwelling consisting of three living-rooms, kitchen, two bedrooms and a bathroom.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, balance 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 a price of R30 000 and thereafter 3% (three per cent) provided that the minimum amount payable shall be R300 and the maximum amount R7 000.

Dated at Mafikeng on this 15th day of March 2001.

Van Onselen & Van Rooyen Inc., Execution Creditor's Attorney, 9 Proctor Avenue, Mafikeng. (Ref. JVO/ack/JF120/00.)

Saak No. 9666/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen STADSRAAD VAN POTCHEFSTROOM, Eiser, en ESKAY WOOD INDUSTRIES (PTY) LTD, Verweerder

Ingevolge 'n vonnis in bogemelde saak in die Landdroshof van Potchefstroom, gedateer 8 November 2000, sal die volgende eiendom per geregtelike veiling verkoop word by Driehoekstraat 24, Potch Industria, Potchefstroom:

Gedeelte van Erf 104, geleë in die dorp Potchefstroom, Registrasieafdeling IQ, Transvaal (beter bekend as Driehoekstraat 104, Potch Industria, Potchefstroom), groot 3 580 vierkante meter, op 3 Mei 2001 om 09:30, naamlik:

Met woonhuis en buitegeboue bestaande uit: *Hoofgebou*: Werkswinkel, toiletgeriewe, kleedkamers en kantore. *Buitegeboue*: Parkeer afdakke.

Voorwaardes vir verkoop:

- 1. Die eiendom sal deur die Balju van die Landdroshof, Potchefstroom, aan die hoogste bieder verkoop word.
- 2. Die koper moet 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping aan die Balju van die Landdroshof, Potchefstroom.

Die balans van die koopprys moet gewaarborg word deur 'n geregistreerde handelsbank betaalbaar by registrasie van die eiendom in die naam van die koper, welke gemelde waarborg, gelewer moet word binne 30 (dertig) dae vanaf datum van die verkoping aan die Balju van die Landdroshof, Potchefstroom.

Die verdere voorwaardes van verkoop sal ter insae lê by die kantore van die Balju van die Landdroshof, Wolmaransstraat 86. Potchefstroom.

Aldus gedoen en geteken te Potchefstroom hierdie 7de dag van Maart 2001.

Awie Wright Prokureurs, Du Plooystraat 69, Potchefstroom. (Verw. P. M. Schutte/S.3517.)

Saak No. 2151/00

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen ABSA BANK BEPERK, Eiser, en H. H. RAMOSUNYA, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 17 April 2000 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 24 April 2001 om 10:00, te Erf 1525, geleë in die dorpsgebied Potchefstroom-uitbreiding 4, Registrasieafdeling IQ, provinsie Noordwes, groot 1 129 vierkante meter, aan die hoogste bieder geregtelik verkoop sal word, naamlik:

Erf 1525, geleë in die dorpsgebied Potchefstroom-uitbreiding 4, Registrasieafdeling IQ, provinsie Noordwes, groot 1 129 (een een twee nege) vierkante meter.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Wolmaransstraat 86, Potchefstroom, ter insae lê en behels onder andere die volgende:

- 1. Tien persent van die koopsom is betaalbaar by ondertekening van die voorwaardes van verkoop.
- 2. Balans koopsom, plus rente binne 30 (dertig) dae vanaf datum van veiling.
- 3. Besit onderhewig aan enige huurkontrak.

Geteken te Potchefstroom op hierdie 19de dag van Februarie 2001.

Gerrit Coetzee Prokureurs, Prokureurs vir Eiser, Lombardstraat 62, Potchefstroom. (Verw. Coetzee/tc/A116.99.)

Saaknr. 3514/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VRYBURG GEHOU TE VRYBURG

In die saak tussen AJ & EL STEYN, Eiser, en L MOORCROFT, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik van Vryburg gehou te Vryburg in bogemelde saak, sal 'n verkoping om 10h00 op Vrydag, die 20ste dag van April 2001 gehou word voor die Landdroskantoor (Hofgebou), De Kockstraat, Vryburg, op voorwaardes wat ten tye van die verkoping deur die afslaer voorgelees sal word, van die volgende eiendom van die Verweerder, naamlik:

Sekere Resterende Gedeelte van Erf 786, Gedeelte van Erf 365, geleë in die Munisipaliteit Vryburg, Registrasieafdeling in provinsie Noordwes, groot 730 vierkante meter, gehou kragtens Transportakte Nr T66/93.

Verbeterinas:

Woning bestaande uit 4 slaapkamers, aparte toilet, sitkamer, kombuis, badkamer en aparte stort. Buitegeboue: Bestaande uit garage en toilet. Eiendom is omhein deur 'n draad.

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

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

Venter, Booysen & Ferreira, Vrystraat 74, Vryburg.

Die Balju, Vryburg.

Case Number: 32208/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: ESKOM FINANCE COMPANY (PTY) LTD, Plaintiff, and SOLOMON KHAZAMULA SHIPALANE, Defendant

Please take notice that pursuant to judgment of the High Court of South Africa (Transvaal Provincial Division), the property described hereunder will be sold "voetstoots" in execution at the offices of the Sheriff of the High Court, 9 Smuts Street, Brits, at 08:30 on 20 April 2001, in terms of the conditions of sale which may be inspected at the offices of the Sheriff, 9 Smuts Street, Brits.

Certain: Erf 1319, Lethlabile-B Extension 1 Township, Registration Division JQ, Gauteng, measuring 216 (two one six) square metres, held under Deed of Transfer T114138/96.

Street address: 1319 Block B, Lethlabile.

Improvements: Kitchen, diningroom, lounge, 2 bedrooms, bathroom & garage.

The sale is subject to the provisions of the High Court Act and Rules and the following:

- 1. The sale shall be without reserve and the property shall be sold to the highest bidder.
- 2. The purchase price of the property shall be paid by way of a deposit of 10% at the conclusion of the sale and for the balance of the purchase price within 30 (thirty) days from the date of sale. The purchaser shall within the aforesaid period, either pay the balance in cash or provide an approved guarantee for payment of the balance of the purchase price upon registration of transfer.
 - 3. The property and any improvements thereon shall be sold "voetstoots".
- 4. The puchaser shall be liable for all arrear rates, taxes, charges, etc, owing in respect of the property together with interest calculated on the purchase price as determined by the Execution Creditor.

Signed at Pretoria on this the 1st day of March 2001.

Gamede, Motla & Conradie Incorporated, Plaintiff's Attorneys of Record, Suite 167, 6th Floor, Yorkcor Park, 86 Watermeyer Street, Val-De-Grace; P O Box 4665, Docex 268, Pretoria, 0001. [Tel: (012) 804-6446.] [Fax: (012) 804-6451.]

Saaknommer 5338/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BRITS GEHOU TE BRITS

In die saak tussen: FREDDIE MASWANGANYI, Eksekusieskuldeiser, en JOHANNES MTHOMBENI, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Brits, sal die onderstaande eiendom om 9H00 op 20 April 2001 te Kantoor van die Balju, Smutsstraat 9, Brits, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 506, Block B, Letlhabile, Registrasieafdeling JQ, provinsie Noordwes, Brits, beskrywing groot 450 square metres, gehou kragtens Akte van Transport 54425/1992.

Voorwaardes van verkoping is by Balju te Brits op aanvraag beskikbaar.

Geteken te Brits op hierdie 20ste dag van Maart 2001.

D. M. Pooe, for Malatji, Mohosh & Pooe Attorneys, 1st Floor, Saambou Building, cnr. Murray & Pienaar Street, Brits, 0250. (Ref: DMP/ms/CIV 2941.)

Aan: Die Klerk van die Hof, Brits.

En aan: Die Balju, Landdroshof, Brits.

Case No. 16634/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MYBURGH: SCHALK WILLEM PETRUS, First Defendant and MYBURGH: ESTELLE, Second Defendant

A sale in execution will be held on Friday, 20 April 2001, at 08h30 at the office of the Sheriff, Brits, at 9 Smuts Street, Brits by the Sheriff for the High Court, Brits of:

Remaining Portion of Portion 481 (portion of Portion 175) of the Farm Roodekopjes of Zwartkopjes 427, Registration Division JQ North West, measuring 14,9823 (fourteen comma nine eight two three) hectare, held by Deed of Transfer Number T12723/95, known as Remaining portion of Portion 481 (portion of Portion 175) of the Farm Roodekopjes of Zwartkopjes 427.

Particulars are not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms, one bathroom, laundry and scullery and one garage.

Inspect conditions at the Sheriff for the High Court, 9 Smuts Street, Brits.

Tindall-Weiss Incorporated. (Tel. 460-6406.) (Ref. T C Hanekom/mo/H666.)

Saak No. 240/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en CAREL ANDRIAAN DE BEER, 1ste Verweerder, en ALEXANDRA DE BEER, 2de Verweerder

Ingevolge 'n lasbrief vir eksekusie gedateer 28ste Februarie 2001, sal die ondervermelde eiendom op 25 April 2001 om 10h00 te Kockstraat 69, Potchefstroom verkoop word.

Bekend as: Resterende Gedeelte van Erf 656, Potchefstroom, bekend as Kockstraat 69, Potchefstroom, Registrasie Afdeling I.Q., Provinsie Noordwes, Verbandakte Nr. B11843/2000.

Bestaande uit: Ingangsportaal, sitkamer, eetkamer, gesinskamer, 3 slaapkamers, aantrekkamer, badkamer, aparte toilet, kombuis, waskamer, 2 motorhuis en buite toilet.

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

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

Gedateer te Potchefstroom op hierdie 8ste dag van April 2001.

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

Saak No. 22765/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen ABSA BANK, Eiser, en NOWTA HOLDINGS TAXI CO-OPERATIVE LIMITED, Verweerder

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 1 Februarie 2001 en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom om 10:00 op 4 Mei 2001 te die Balju Kantore, Leaskstraat, Klerksdorp, geregtelik verkoop sal word, naamlik:

Erf 454, Wilkoppies Dorpsgebied Uitbreiding 4, Registrasie Afdeling I P, Provinsie Noordwes, groot 1 621 vierkante meter, gehou kragtens Akte van Transport T88656/97, ook bekend as Buffeldoornstraat 55, Wilkoppies, Klerksdorp.

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

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

Gedateer te Klerksdorp op hede die 1ste Maart 2001.

Aan: Die Balju van die Landdroshof.

Botha De Wet & Rood, Prokureurs vir Eiser, Regsforum Building Gebou, Pretoria Street 8, Pretoriastraat, Klerksdorp; Posbus 33, Klerksdorp, 2570. [Tel. (018) 462-3751.] (Verw. Mnr. A Mitchell/HS/AC4638.)

Saak No. 467/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN CHRISTIANA GEHOU TE CHRISTIANA

In die saak tussen DIE PLAASLIKE OORGANGSRAAD VAN CHRISTIANA, Eiser, en MNR LOUIS ALPHEUS BOTHA, Verweerder

Ingevolge 'n vonnis toegestaan in bogemelde Agbare Hof op 18 Oktober 2000 en 'n lasbrief vir eksekusie, sal die ondervermelde onroerende eiendomme voetstoots verkoop word deur die Balju van Christiana voor die Landdroskantoor, Pretoriusstraat, Christiana op die 4de dag van Mei 2001 om 09h00, naamlik:

- 1. Erf 275, geleë in die dorp Christiana, Registrasie Afdeling H.O., Provinsie Noordwes, groot 3 212 vierkante meter.
- 2. Erf 518, geleë in die dorp Christiana, Registrasie Afdeling H.O., Provinsie Noordwes, groot 2 855 vierkante meter.

Die Eiendomme is onverbeterd.

Erf 275, is geleë te William Alexanderstraat 72, Christiana.

Erf 518, is geleë te Forsmanstraat 91, Christiana.

Verkoopsvoorwaardes:

- 1. Die eiendom sal aan die hoogste bieër ooreenkostig die Voorwaardes van Verkoping verkoop word. Die verkoping sal onderworpe aan die bepalings en die regulasies van die Wet op Landdroshowe en die Titelakte van die Eiendom, waar van toepassing.
 - 2. Die koopprys sal soos volg betaalbaar wees:
 - 2.1 10% daarvan in kontant op die dag van die verkoping;
- 2.2 die balans moet gewaarborg word teen registrasie van transport by wyse van 'n goedgekeurde Bankwaarborg binne 30 (dertig) dae na die verkoopsdatum;
- 3. Die volledige Verkoopsvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word en lê ter insae by sy kantoor te Christiana en by die kantore van die Eiser se prokureur.

Geteken te Christiana op hierdie 8ste dag van Maart 2001.

Cecil H Krüger Prokureurs, Prokureurs vir Eiser, William Alexanderstraat 27; Posbus 458, Christiana. (Verw. CP0019.)

Case No. 2551/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ODI HELD AT GARANKUWA

in the matter between FUTURE BANK LIMITED, Plaintiff, and K KHUMALO, Defendant

On the 20th day of April 2001 at 09h00 a public auction sale will be held at the offices of the Sheriff, 9 Smuts Street, Brits at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Stand 3910, Block A, together with all erections or structures thereon in the Township of Lethlabile held under Deed of Transfer No. T54060/92, measuring 600 (six hundred) square metres.

Stand 3911, Block A, together will all erections or structures thereon in the Township of Lethlabile held under Deed of Transfer No. T54061/92, measuring 828 (eight hundred and twenty-eight) square metres.

Improvements (which are not warranted to be correct and not guaranteed): Detached single storey brick and or cement residence under iron roof consisting of one house per Erf consisting of bedroom, kitchen and bathroom (large building which was used as a bar and restaurant).

The material conditions are:

- 1. Voetstoots and without reserve.
- 2. Deposit of 10% cash immediately at the sale. Guarantee for balance within 30 (thirty) days after the sale.
- Possession and occupation on payment of deposit and costs.
- Further conditions available for inspection at the Sheriff's office.

Dated at Pretoria North this 13th day of March 2001.

H C Smalberger, for Hack Stuperl & Ross, H S R Building, 264 Emily Hobhouse Avenue, Pretoria North. (Ref. Smalberger/A52/7/cn.)

Saak No. 12049/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen NBS 'n divisie van BOE BANK BEPERK, Eiser, en GABRIEL ANDRIES OBERHOLZER, 1ste Verweerder, en RAHEL CATHARINA OBERHOLZER, 2de Verweerder

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 10 September 1998 en daaropvolgende lasbrief vir Eksekusie, die hiernagemelde eiendom om 10:00 op 4 Mei 2001 te die Balju Kantore, Leaskstraat, Klerksdorp, geregtelik verkoop sal word, naamlik:

Erf 234, Uitbreiding 2 Roosheuwel Dorpsgebied, Registrasie Afdeling I P, Provinsie Noordwes, groot 1 273 vierkante meter, gehou kragtens Akte van Transport T5075/1973, ook bekend as Sussexlaan 28, Roosheuwel, Klerksdorp.

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

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

Gedateer te Klerksdorp op hede die 28ste Februarie 2001.

Aan: Die Balju van die Landdroshof.

Botha De Wet & Rood, Prokureurs vir Eiser, Regsforum Gebou, Pretoriastraat 8, Klerksdorp; Posbus 33, Klerksdorp, 2570. [Tel. (018) 462-3751.] (Verw. Mnr. A Mitchell/HS/NB8824.)

Saaknommer: 1603/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING

In die saak tussen: STANDARD BANK OF SA LIMITED, Eksekusieskuldeiser, en ROELOF DE WET en THEUNETTA JOHANNA DE WET, Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer die 7de dag van Maart 2001, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op die 20ste dag van April 2001 by die kantore van die Balju, Smuts Straat 9, Brits, om 9h00:

Beskrywing: Erf 422, Ifafi Dorpsgebied, Registrasieafdeling J.Q., provinsie Noord Transvaal, groot 952 (nege vyf twee) vierkante meter.

Verbeterings: Woning met buitegeboue. (Geen waarborg word aangaande verbeterings verskaf.)

Die straatadres van die eiendom is: Mauser Straat 99, Ifafi, Hartebeespoort.

Voorwaardes:

- Die verkoping sal onderhewig wees aan die bepalings van die Landdroshowe Wet nr 32 van 1944 en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die Akte/s van Transport, en sal verkoop word aan die hoogste bieder.
- 2. Die koper sal aan die Balju 10% van die koopprys betaal onmiddellik na die ondertekening van die verkoopsvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne (14) veertien dae vanaf die datum van die verkoop vir die balans van die koopprys.
- 3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlings moet met die Eksekusieskuldeiser getref word vir die verkoping.
- 4. Die volledige verkoopsvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 8ste dag van Maart 2001.

M M P Swanepoel, vir Steyn Lyell & Marais, Tweede Vloer, Steyn Lyell & Marais Gebou, Lesliestraat 21/Posbus 83, Vereeniging. [Tel: (016) 421-4471.] (Verw: mev. Harmse/S van Niekerk.)

Saak No. 23051/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen: ABSA BANK BEPERK, Eiser, en HERBY DUPPER, Eerste Verweerder, en ALETTA ELIZABETH DUPPER, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Klerksdorp en lasbrief vir eksekusie met datum 24/01/2001, sal die onderstaande eiendom op Vrydag, 4 Mei 2001 om 11h00 by Umfolozistraat 7, Boetrand, Klerksdorp, aan die hoogste bieër verkoop word, naamlik:

Erf 834, geleë in die dorpsgebied van Boetrand, Registrasieafdeling IP, Noordwes Provinsie, groot 515 (vyfhonderd en vyftien) vierkante meter, gehou kragtens Transportakte Nr. T109214/1998.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

- 1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieër, en die veiling sal onderworpe wees aan die voorwaardes van Artikel 66 van die Landdroshof Wet van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, ABSA Bank Beperk.
- 2. Die koopprys sal betaalbaar wees teen betaling van 'n bedrag van 10% van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans sal binne 21 (een en twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bankwaarborg.
 - 3. Die volgende verbeterings word beweer op die eiendom te wees: Woonhuis.
- Voorwaardes: Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die bode van die Hof, te Klerksdorp, nagesien word.

Geteken te Klerksdorp hierdie 5de dag van Maart 2001.

D J Joubert, vir Meyer van Sittert & Kropman, Prokureurs vir Eiser, SA Permanente Gebou, Boomstraat, Klerksdorp, 2570.

Saak No. 21841/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen NEDCOR BANK (BPK), Eiser, en KETHIBOGILE JEREMIAH MOLETE, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 18 Oktober 2000, sal die ondervermelde eiendom, op Woensdag, die 25ste dag van April 2001 om 10:00, te die kantore van die Balju van die Landdroshof Klerksdorp te Leaskstraat 23, Klerksdorp aan die hoogste bieder verkoop word, naamlik:

Erf 11016, Jouberton Uitbreiding 6, groot 442 vierkante meter, ook bekend as 11016 Jouberton Uitbreiding 6.

Onderhewig aan die volgende voorwaardes:

- 1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieër, 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 14,50% (veertien komma vyftig 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: Enkelverdieping woning.
- 4. Voorwaardes van verkoop: Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Klerksdorp, Leaskstraat 23, Klerksdorp, nagesien word.

Gedateer te Klerksdorp op hierdie 13de dag van Maart 2001.

A H Snyman, vir Oosthuizen Du Plooy & Vennote, 3de Vloer, Eerste Nasionale Bankgebou, Kerkstraat 58 (Posbus 22), Klerksdorp. (Ref. AHS/MP/M17.00)

Saak No. 21745/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOÙ TE KLERKSDORP

In die saak tussen NEDCOR BANK (BPK), Eiser, en GAOLEKWE STEFAANS MOGALIFI, 1ste Verweerder, en KEDIBONE SOPHIA MOGALIFI, 2de Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 5 Oktober 2000, sal die ondervermelde eiendom, op Woensdag, die 25ste dag van April 2001 om 10:15, te die kantore van die Balju van die Landdroshof Klerksdorp, te Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die Verweerder se reg van Huurpag oor: Erf 2555, Jouberton Uitbreiding 2, groot 398 vierkante meter, ook bekend as Erf 2555 Jouberton Uitbreiding 2.

Onderhewig aan die volgende voorwaardes:

- 1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieër, 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 14,50% (veertien komma vyftig 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: Enkelverdieping 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 13de dag van Maart 2001.

A H Snyman, vir Oosthuizen du Plooy & Vennote, 3de Vloer, Eerste Nasionale Bankgebou, Kerkstraat 58 (Posbus 22), Klerksdorp. (Ref. AHS/MP/M11.00)

Saak No. 116/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KOSTER GEHOU TE KOSTER

In die saak tussen KOSTER PLAASLIKE OORGANGSRAAD, Eiser, en D ENGELBRECHT, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Koster en ter uitvoerlegging daarvan kragtens 'n lasbrief vir eksekusie, sal die ondervermelde eiendom, op 20 April 2001 om 09:00 te Landdroskantoor Koster, per publieke veiling verkoop word aan die hoogste bieër onderhewig aan die volgende voorwaardes, naamlik:

(a) Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieër en die veiling sal onderworpe wees aan voorwaardes van Artikel 66 van die Wet op Landdroshowe, onderhewig verder aan die goedkeuring van die eerste verbandhouer, ABSA 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 balans koopprys 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 Eiendomme te wees word nie gewaarborg nie.
- (d) Die voorwaardes van die verkoping in eksekusie mag gedurende kantoorure by die kantoor van die Landdroshof te Koster, nagesien word.

Beskrywing van die eiendom:

1. Saaknr: 116/99

Vonnisskuldenaar: D Engelbrecht.

Eiendom: Erwe 355 en 356, Stasiestraat 19, Koster, grootte Erf 355, 1997 (eenduisend negehonderd sewe en negentig) vkm, Erf 356, 2245 (tweeduisend tweehonderd vyf en veertig) vkm, Erf 357, 2493 (tweeduisend vierhonderd drie en negentig) vkm, Registrasie Afdeling JP Noordwes Provinsie.

Geteken te Koster op hede die 22ste dag van Februarie 2001.

C M Weiss, vir Van Niekerk & Weiss, Eiser se Prokureurs, Eerste Vloer, Shopritegebou, Kerkstraat, Rustenburg. [Tel. (014) 594-2600/1.]

Case No. 1684/2001

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

In the matter between FBC FIDELITY BANK LTD, Execution Creditor, and TE GEFFORE, Execution Debtor

Pursuant to a judgment of the Magistrate's Court for the District of Rustenburg and warrant of execution dated 26 February 2001, the undermentioned property will be sold in execution to the highest bidder, on the 4th of May 2001 at 10h00 in front of the Magistrate's offices, Rustenburg, namely:

Erf 136, in the township of Boitekong, Registration Division JQ, North West Province, known as Erf 136, Boitekong, measuring 294 (two hundred and ninety four) square metres, held by Deed of Transfer T23330/98.

Bond holder: FBC Fidelity Bank Limited, B29415/98.

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 Magistrates Court Rustenburg and the Clerk of the Court Rustenburg.

The most important conditions contained therein are:

The purchase price shall be paid cash as to 10% (ten per centum) thereof at the time of the sale and the full balance thereof together with interest at the current rate referred to in the warrant of execution on the amount of the Plaintiff's claim from the date of sale to the date of transfer shall be secured by bank or building society guarantee in form acceptable to Plaintiff's conveyancers. The guarantee shall be delivered by the purchaser to the Messenger within 30 (thirty) days of sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

Signed at Rustenburg on this 27th day of March 2001.

Bonthuys Bezuidenhout Inc., 28 Kruis Street, Rustenburg. (Ref. /Mrs Bezuidenhout/Cindi Campbell/RCF097.)

Case No. 1224/2001

IN THE MAGISTRATE'S COURT OF THE DISTRICT OF RUSTENBURG HELD AT RUSTENBURG

In the matter between FBC FIDELITY BANK LTD, Execution Creditor, and MICHAELS' THEMBISO MTIMUDE, Execution Debtor

Pursuant to a judgment of the Magistrate's Court for the District of Rustenburg and warrant of execution dated 26 February 2001, the undermentioned property will be sold in execution to the highest bidder, on the 4th of May 2001 at 10h00 in front of the Magistrate's Offices, Rustenburg, namely:

Erf 37, in the Township of Boitekong, Registration Division JQ, North West Province, known as Erf 37, Boitekong, measuring 284 (two hundred and eighty four) square metres, held by Deed of Transfer T2819/98.

Bond holder: FBC Fidelity Bank Limited, B2164/98.

The conditions of sale will be announced immediately prior to the sale and will also be available for inspection at the offices of Messrs Bonthuys Bezuidenhout Incorporated, 28 Kruis Street, Rustenburg, the Sheriff of the Magistrate's Court Rustenburg, and the Clerk of the Court Rustenburg.

The most important conditions contained therein are:

The purchase 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 27th day of March 2001.

Bonthuys Bezuidenhout Inc., 28 Kruis Street, Rustenburg. (Ref. Mrs Bezuidenhout/Cindi Campbell/RCF085.)

Case No. 1365/2001

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

In the matter between FBC FIDELITY BANK LTD, Execution Creditor, and MN KOTSEDI, Execution Debtor

Pursuant to a judgment of the Magistrate's Court for the District of Rustenburg and warrant of execution dated 26 February 2001, the undermentioned property will be sold in execution to the highest bidder, on the 4th of May 2001 at 10h00 in front of the Magistrate's Offices, Rustenburg, namely:

Erf 156, in the township of Boitekong, Registration Division JQ, North West Province, known as, measuring 280 (two hundred and eighty) square metres, held by Deed of Transfer T36806/98.

Bond holder: FBC Fidelity Bank Limited, B37772/98.

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 Magistrates Court Rustenburg and the Clerk of the Court Rustenburg.

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 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 27th day of March 2001.

Bonthuys Bezuidenhout Inc., 28 Kruis Street, Rustenburg. (Ref. Mrs Bezuidenhout/Cindi Campbell/RCF095.)

Case No. 1680/2001

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

In the matter between FBC FIDELITY BANK LTD, Execution Creditor, and JOHN MABOE DITSE, Execution Debtor

Pursuant to a judgment of the Magistrate's Court for the District of Rustenburg and warrant of execution dated 23 February 2001, the undermentioned property will be sold in execution to the highest bidder, on the 4th of May 2001 at Rustenburg in front of the Magistrate's Offices, Rustenburg, namely:

Erf 46, in the township of Boitekong, Registration Division JQ, North West Province, known as Erf 46, Boitekong, measuring 284 (two hundred and eighty-four) square metres, held by Deed of Transfer 138388/97.

Bond holder: FBC Fidelity Bank Limited, B106322/97.

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 Magistrates Court Rustenburg and the Clerk of the Court Rustenburg.

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 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 27th day of March 2001.

Bonthuys Bezuidenhout Inc., 28 Kruis Street, Rustenburg. (Ref. Mrs Bezuidenhout/Cindi Campbell/RCF096.)

Saak No. 17263/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen NBS 'n divisie van BOE BANK BEPERK, Eiser, en MATTHEUS JOHANNES BRITS, Verweerder

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 8 September 2000, en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom om 10:00 op 25 Mei 2001 te die Baljukantore, Leaskstraat, Klerksdorp, geregtelik verkoop sal word, naamlik:

Erf 133, Songloed Dorpsgebied, Registrasieafdeling IP, Provinsie Noordwes, groot 1976 vierkante meter, gehou kragtens Akte van Transport T87874/94, ook bekend as Whitefieldstraat 6, Songloed, Klerksdorp.

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

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

Gedateer te Klerksdorp op hede die 15 Mei 2001.

Aan: Die Balju van die Landdroshof.

Botha de Wet & Rood, Prokureurs vir Eiser, Regsforumgebou, Pretoriastraat 8 (Posbus 33), Klerksdorp, 2570. [Tel. (018) 462-3751.] (Verw. Mnr A Mitchell/HS/NC4445.)

Case No. 1368/2001

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

In the matter between: FBC FIDELITY BANK LTD, Execution Creditor, and SK MOHAJANE, Execution Debtor

Persuant to a judgment of the Magistrate's Court for the District of Rustenburg and warrant of execution dated 26 February 2001, the undermentioned property will be sold in execution to the highest bidder, on the 4th of May at 10h00 in front of the Magistrate's Offices, Rustenburg, namely:

Erf 44, in the Township of Boitekong, Registration Division JQ, North West Province, known as Erf 44, Boitekong, measuring 285 (two hundred and eighty-five) square metres, held by Deed of Transfer T65009/98.

Bond Holder: FBC Fidelity Bank Limited, B57594/98.

The conditions of sale will be announced immediately prior to the sale and will also be available for inspection at the offices of Messrs Bonthuys Bezuidenhout Incorporated, 28 Kruis Street, Rustenburg, the Sheriff of the Magistrate's Court, Rustenburg, and the Clerk of the Court, Rustenburg.

The most important conditions contained therein are: The purchase 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 27th day of March 2001.

Bonthuys Bezuidenhour Inc., 28 Kruis Street, Rustenburg. (Ref. Mrs Bezuidenhout/Cindi Campbell/RCF080.)

Case No. 1364/2001

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

In the matter between: FBC FIDELITY BANK LTD, Execution Creditor, and PJ MATHEELWANE, Execution Debtor

Persuant to a judgment of the Magistrate's Court for the District of Rustenburg and warrant of execution dated 26 February 2001, the undermentioned property will be sold in execution to the highest bidder on the 4th of May 2001 at 10h00 in front of the Magistrate's Offices, Rustenburg, namely:

Erf 165, in the Township of Boitekong, Registration Division JQ, North West Province, known as Erf 165, Boitekong, measuring 255 (two hundred and fifty-five) square metres, held by Deed of Transfer T121598/97.

Bond Holder: FBC Fidelity Bank Limited, B94942/97.

The conditions of sale will be announced immediately prior to the sale and will also be available for inspection at the offices of Messrs Bonthuys Bezuidenhout Incorporated, 28 Kruis Street, Rustenburg, the Sheriff of the Magistrate's Court, Rustenburg, and the Clerk of the Court, Rustenburg.

The most important conditions contained therein are: The purchase 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 27th day of March 2001.

Bonthuys Bezuidenhour Inc., 28 Kruis Street, Rustenburg. (Ref. Mrs Bezuidenhout/Cindi Campbell/RCF089.)

Case No. 1687/2001

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

In the matter between: FBC FIDELITY BANK LTD, Execution Creditor, and MJ MASHA, Execution Debtor

Persuant to a judgment of the Magistrate's Court for the District of Rustenburg and warrant of execution dated 26 February 2001, the undermentioned property will be sold in execution to the highest bidder on the 4th of May 2001 at 10h00 in front of the Magistrate's Offices, Rustenburg, namely:

Erf 10913, in the Township of Boitekong Extension 11, Registration Division JQ, North West Province, known as Erf 10913, Extension 11, Boitekong, measuring 200 (two hundred) square metres, held by Deed of Transfer T83618/99.

Bond Holder: FBC Fidelity Bank Limited, B37364/99.

The conditions of sale will be announced immediately prior to the sale and will also be available for inspection at the offices of Messrs Bonthuys Bezuidenhout Incorporated, 28 Kruis Street, Rustenburg, the Sheriff of the Magistrate's Court, Rustenburg, and the Clerk of the Court, Rustenburg.

The most important conditions contained therein are: The purchase 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 27th day of March 2001.

Bonthuys Bezuidenhour Inc., 28 Kruis Street, Rustenburg. (Ref. Mrs Bezuidenhout/Cindi Campbell/RCF101.)

Case No. 15368/2000

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

In the matter between: FBC FIDELITY BANK LTD, Execution Creditor, and KS MODISANE, Execution Debtor

Persuant to a judgment of the Magistrate's Court for the District of Rustenburg and warrant of execution dated 23 October 2000, the undermentioned property will be sold in execution to the highest bidder, on the 4th of May 2001 at 10h00 in front of the Magistrate's Offices, Rustenburg, namely:

Erf 1246, Extension 1, in the Township of Boitekong, Registration Division JQ, North West Province, known as measuring 266 (two hundred and sixty-six) square metres, held by Certificate of Registered Leasehold TC13270/98.

Bond Holder: FBC Fidelity Bank Limited, BL98499/98.

The conditions of sale will be announced immediately prior to the sale and will also be available for inspection at the offices of Messrs Bonthuys Bezuidenhout Incorporated, 28 Kruis Street, Rustenburg, the Sheriff of the Magistrate's Court, Rustenburg, and the Clerk of the Court, Rustenburg.

The most important conditions contained therein are: The purchase 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 27th day of March 2001.

Bonthuys Bezuidenhour Inc., 28 Kruis Street, Rustenburg. (Ref. Mrs Bezuidenhout/Cindi Campbell/RCF061.)

Case No. 1681/2001

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

In the matter between: FBC FIDELITY BANK LTD, Execution Creditor, and WL PHIRI, Execution Debtor

Persuant to a judgment of the Magistrate's Court for the District of Rustenburg and warrant of execution dated 23 February 2001, the undermentioned property will be sold in execution to the highest bidder on the 4th of May 2001 at 10h00 in front of the Magistrate's Offices, Rustenburg, namely:

Erf 159, in the Township of Boitekong, Registration Division JQ, North West Province, known as Erf 159, Boitekong, measuring 280 (two hundred and eighty) square metres, held by Deed of Transfer T48840/98.

Bond Holder: FBC Fidelity Bank Limited, B45186/98.

The conditions of sale will be announced immediately prior to the sale and will also be available for inspection at the offices of Messrs Bonthuys Bezuidenhout Incorporated, 28 Kruis Street, Rustenburg, the Sheriff of the Magistrate's Court, Rustenburg, and the Clerk of the Court, Rustenburg.

The most important conditions contained therein are: The purchase 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 27th day of March 2001.

Bonthuys Bezuidenhour Inc., 28 Kruis Street, Rustenburg. (Ref. Mrs Bezuidenhout/Cindi Campbell/RCF090.)

Case No. 1367/2001

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

In the matter between: FBC FIDELITY BANK LTD, Execution Creditor, and PJ MOTSWATSWA, Execution Debtor

Persuant to a judgment of the Magistrate's Court for the District of Rustenburg and warrant of execution dated 26 February 2001, the undermentioned property will be sold in execution to the highest bidder on the 4th of May 2001 at 10h00 in front of the Magistrate's Offices, Rustenburg, namely:

Erf 9760, in the Township of Boitekong Extension 3, Registration Division JQ, North West Province, known as Erf 9760, Boitekong, Extension 3, measuring 300 (three hundred) square metres, held by Deed of Transfer T111307/99.

Bond Holder: FBC Fidelity Bank Limited, B52283/99.

The conditions of sale will be announced immediately prior to the sale and will also be available for inspection at the offices of Messrs Bonthuys Bezuidenhout Incorporated, 28 Kruis Street, Rustenburg, the Sheriff of the Magistrate's Court, Rustenburg, and the Clerk of the Court, Rustenburg.

The most important conditions contained therein are: The purchase 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 29th day of March 2001.

Bonthuys Bezuidenhour Inc., 28 Kruis Street, Rustenburg. (Ref. Mrs Bezuidenhout/Cindi Campbell/RCF079.)

Case No. 15862/99

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and C. J. VORSTER BOERDERY CC, Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, Brits, at his office, 9 Smuts Street, Brits, on Friday, 20 April 2001 at 08h30, 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:

Portion 27 (a portion of Portion 4) of the Farm Syferfontein 483, Registration Division JQ, North-West Province, measuring 8,5653 hectare, held by Virtue of Deed of Transfer No. T87292/98, known as Portion 27 (a portion of Portion 4) of the Farm Syferfontein 483, Syferfontein, Hartbeespoort.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A dwelling consisting, *inter alia* of 2 livingrooms, kitchen, 2 bedrooms, bathroom/toilet. *Outbuildings:* 2 Garages. General site improvements, 2 boreholes.

Dated at Pretoria on this 14th day of March 2001.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA5120.)

Case No. 1842/2001

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and MAKOLA, JOHN THOLA, Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Acting Sheriff of the High Court, Mankwe/Madikwe/Bafokeng, at the Magistrate's Court, Thlabane, on Friday, 20 April 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 547, Meriteng-1 Township, Registration Division JQ, Province of North-West, measuring 282 square metres, held by Virtue of Deed of Grant No. TG114670/98.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling consisting inter alia of a lounge, kitchen, family room, 3 bedrooms and bathroom/toilet.

Dated at Pretoria on this 9th day of 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 HA6066.)

Saak No. 15030/00

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen FBC FIDELITY BANK, Eiser, en DAVID MOTLOGELWE PULE, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n Lasbrief tot Eksekusie gedateer 29 Januarie 2001, sal hierdie ondervermelde eiendom geregtelik verkoop word op 11 Mei 2001 om 11:00, voor die Landdroskantoor, Rustenburg, aan die persoon wie die hoogste aanbod maak nl:

Sekere Gedeelte 3 van Erf 418, Rustenburg, Registrasie Afdeling JQ, Provinsie Noord-Wes Woonhuis, groot 1 834 (een agt drie vier) vierkante meter, gehou Kragtens Akte van Transport T19771/83, beter bekend as Reitzstraat 68 A, Rustenburg.

Die Verkoopsvoorwaardes, wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju, Rustenburg. Die belangrikste voorwaardes daarin vervat is die volgende: Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die Verbandhouers soos uiteengesit in die Verkoopsvoorwaardes wat ter insae lê by die kantore van die Balju, Rustenburg, by die Klerk van die Hof, Rustenburg, en by die Eiser se prokureurs, Breytenbach Prinsloo Ingelyf, Burgerstraat 122, Rustenburg.

Gedateer te Rustenburg op hierdie 27ste dag van Maart 2001.

Breytenbach Prinsloo Ing., Eiser se Prokureur, Burgerstraat 122, Rustenburg, 0299; Posbus 75, Rustenburg, 0300. [Tel. (014) 592-0424.] (Verw. mev. Jonker/Chantal/F0273/1/F297.)

Saak No. 4261/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen FBC FIDELITY BANK, Eiser, en SAM FOKANE, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n Lasbrief tot Eksekusie gedateer 5 Julie 2000, sal hierdie ondervermelde eiendom geregtelik verkoop word op 11 Mei 2001 om 10:00, voor die Landdroskantoor, h/v Losbert- & Kerkstrate, Fochville, aan die persoon wie die hoogste aanbod maak, nl:

Sekere Erf 3253 Uitbreiding 1 Wedela, Registrasie Afdeling IQ, Provinsie Noordwes.

Bestaande uit: Woonhuis, groot 257 (twee vyf sewe) vierkante meter, gehou kragtens Akte van Transport TG61027/98.

Beter bekend as: -.

Die verkoopsvoorwaardes, wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju, Fochville. Die belangrikste voorwaardes daarin vervat is die volgende: Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die Verbandhouers soos uiteengesit in die Verkoopsvoorwaardes wat ter insae lê by die kantore van die Balju, Fochville, by die Klerk van die Hof, Potchefstroom, en by die Eiser se prokureurs, Huisamen Prokureurs, Boshoffstraat 5, Potchefstroom.

Gedateer te Potchefstroom op hierdie 28ste dag van Maart 2001.

Huisamen Prokureurs, Eiser se Prokureur, Boshoffstraat 5, Potchefstroom, 2520; Posbus 15, Potchefstroom, 2520. [Tel. (018) 297-6123.] (Verw. F. A. Huisamen/SS/F123.)

Saak No. 4048/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BAFOKENG GEHOU TE TLHABANE

In die saak tussen FBC FIDELITY BANK, Eiser, en JOHANNES MOLETA MOTSWENYANE, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n Lasbrief tot Eksekusie gedateer 12 Januarie 2001 sal hierdie ondervermelde eiendom geregtelik verkoop word op 11 Mei 2001 om 10:00, voor die Landdroskantoor, Tlhabane, aan die persoon wie die hoogste aanbod maak nl:

Sekere: Erf 1184, Meriting Uitbreiding 1, Bafokeng, Registrasie Afdeling JQ, Provinsie, Noordwes.

Bestaande uit: Woonhuis, groot 240 (twee vier nul) vierkante meter, gehou kragtens Akte van Transport TG89192/98.

Beter bekend as Erf 1184, Meriting Uitbreiding 1, Bafokeng.

Die Verkoopsvoorwaardes, wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju, Tlhabane. Die belangrikste voorwaardes daarin vervat is die volgende: Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die Verbandhouers soos uiteengesit in die Verkoopsvoorwaardes wat ter insae lê by die kantore van die Balju, Tlhabane, by die Klerk van die Hof, Tlhabane, en by die Eiser se prokureurs, Breytenbach Prinsloo Ingelyf, Burgerstraat 122, Rustenburg.

Gedateer te Rustenburg op hierdie 29ste dag van Maart 2001.

Breytenbach Prinsloo Ing., Eiser se Prokureur, Burgerstraat 122, Rustenburg, 0299; Posbus 75, Rustenburg, 0300. [Tel. (014) 592-0424.] (Verw. mev. Jonker/Chantal/F0255/1/F285.)

Saak No. 8027/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BAFOKENG GEHOU TE TLHABANE

In die saak tussen FBC FIDELITY BANK, Eiser, en MOSES ITUMELENG THIPE, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n Lasbrief tot Eksekusie gedateer 12 Januarie 2001 sal hierdie ondervermelde eiendom geregtelik verkoop word op 11 Mei 2001 om 10:00, voor die Landdroskantoor, Tlhabane, aan die persoon wie die hoogste aanbod maak, nl:

Sekere: Erf 676, Meriting Uitbreiding 1, Bafokeng, Registrasie Afdeling JQ, Provinsie Noordwes.

Bestaande uit: Woonhuis, groot 676 (ses sewe ses) vierkante meter, gehou kragtens Akte van Transport TG70021/98.

Beter bekend as: Erf 676, Meriting Uitbreiding 1, Bafokeng.

Die Verkoopsvoorwaardes, wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju, Tlhabane. Die belangrikste voorwaardes daarin vervat is die volgende: Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die Verbandhouers soos uiteengesit in die Verkoopsvoorwaardes wat ter insae lê by die kantore van die Balju, Tlhabane, by die Klerk van die Hof, Tlhabane, en by die Eiser se prokureurs, Breytenbach Prinsloo Ingelyf, Burgerstraat 122, Rustenburg.

Gedateer te Rustenburg op hierdie 29ste dag van Maart 2001.

Breytenbach Prinsloo Ing., Eiser se Prokureur, Burgerstraat 122, Rustenburg, 0299; Posbus 75, Rustenburg, 0300. [Tel. (014) 592-0424.] (Verw. mev. Jonker/Chantal/F0298/1/F318.)

Saak No. 15030/00

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen FBC FIDELITY BANK, Eiser, en DAVID MOTLOGELWE PULE, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n Lasbrief tot Eksekusie gedateer 29 Januarie 2001, sal hierdie ondervermelde eiendom geregtelik verkoop word op 11 Mei 2001 om 11:00, voor die Landdroskantoor, Rustenburg, aan die persoon wie die hoogste aanbod maak nl:

Sekere: Gedeelte 3 van Erf 418, Rustenburg, Registrasie Afdeling JQ, Provinsie Noordwes.

Bestaande uit: Woonhuis, groot 1 834 (een agt drie vier) vierkante meter, gehou kragtens Akte van Transport T19771/83, beter bekend as Reitzstraat 68 A, Rustenburg.

Die Verkoopsvoorwaardes, wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju, Rustenburg. Die belangrikste voorwaardes daarin vervat is die volgende: Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die Verbandhouers soos uiteengesit in die Verkoopsvoorwaardes wat ter insae lê by die kantore van die Balju, Rustenburg, by die Klerk van die Hof, Rustenburg, en by die Eiser se prokureurs, Breytenbach Prinsloo Ingelyf, Burgerstraat 122, Rustenburg.

Gedateer te Rustenburg op hierdie 27ste dag van Maart 2001.

Breytenbach Prinsloo Ing., Eiser se Prokureur, Burgerstraat 122, Rustenburg, 0299; Posbus 75, Rustenburg, 0300. [Tel. (014) 592-0424.] (Verw. mev. Jonker/Chantal/F0273/1/F297.)

Saak No. 4664/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BAFOKENG GEHOU TE TLHABANE

In die saak tussen FBC FIDELITY BANK, Eiser, en BOENYANE JAN TSHILO, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n Lasbrief tot Eksekusie gedateer 28 Desember 2000, sal hierdie ondervermelde eiendom geregtelik verkoop word op 11 Mei 2001 om 10:00, voor die Landdroskantoor, Tlhabane, aan die persoon wie die hoogste aanbod maak, nl:

Sekere: Erf 3243, Meriting Uitbreiding 3, Bafokeng, Registrasie Afdeling JQ, Provinsie Noordwes.

Bestaande uit: Woonhuis, groot 374 (drie sewe vier) vierkante meter, gehou Kragtens Akte van Transport TG26794/98, beter bekend as Erf 3243, Meriting Uitbreiding 3.

Die Verkoopsvoorwaardes, wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju, Tlhabane. Die belangrikste voorwaardes daarin vervat is die volgende: Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die Verbandhouers soos uiteengesit in die Verkoopsvoorwaardes wat ter insae lê by die kantore van die Balju, Tlhabane, by die Klerk van die Hof, Tlhabane, en by die Eiser se prokureurs, Breytenbach Prinsloo Ingelyf, Burgerstraat 122, Rustenburg.

Gedateer te Rustenburg op hierdie 27ste dag van Maart 2001.

Breytenbach Prinsloo Ing., Eiser se Prokureur, Burgerstraat 122, Rustenburg, 0299; Posbus 75, Rustenburg, 0300. [Tel. (014) 592-0424.] (Verw. mev. Jonker/Chantal/F0155/1/F208.)

WESTERN CAPE WES-KAAP

Case No. 7931/2000 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 LUTHANDO PERSVAL SIWISA, First Defendant, and BULELWA THERESA SIWISA, 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 Pisces Road, Phoenix, Milnerton, at 12 noon on the 19th 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:

Erf 19792, Milnerton, in the City of Cape Town, Cape Division, Western Province, in extent 171 square metres, and situated at 11 Pisces Road, Phoenix, Milnerton.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 51 square metre main dwelling consisting of 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 14 (fourteen) days from the date of sale.
- 2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand), minimum charges R300 (three hundred rand).

Dated at Cape Town this 7 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/S4165/8208.)

Saak No. 697/99

IN DIE LANDDROSHOF VIR DIE DISTRIK MONTAGU GEHOU TE MONTAGU

In die saak tussen OLYMPIC DRANKWINKEL, Eiser, en LUKAS SIPHO LEBAZI, Verweerder

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 26 Junie 2000, in bogemelde saak, sal 'n verkoping sonder reserwe by Hopleystraat 17, Railton, Swellendam, gehou word op Vrydag, 20 April 2001 om 12h00, van die ondergemelde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die Afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van mnre. Van Zyl & Hofmeyr, Badstraat 32, Montagu:

Erf 3192, Swellendam, in die Munisipaliteit en Afdeling van Swellendam, Provinsie Wes-Kaap, gehou kragtens Transportakte T83715/1994, groot 318 vierkante meter.

Na bewering is die eiendom verbeter.

Geteken te Mpontagu op hierdie 12de dag van Maart 2001.

Van Zyl & Hofmeyr, Prokureurs vir Eiser, Badstraat 32, Posbus 8, Montagu. [Tel: (023) 614-1100.]

Balju: Mnr M T Meyer, p/a Landdroskantoor, Swellendam, [Tel: (028) 5141-684.1

Case No. 15139/2000

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

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and COLIN DANIEL VAN DER HEEVER, First Defendant, and MARISKA AUDREY VAN DER HEEVER, Second Defendant

In the above matter a sale will be held in front of the Civil Court, Voortrekker Road, Goodwood, on Monday, 23 April 2001 at 9,00 am, being:

Erf 15310, Goodwood, situate in the City of Tygerberg, Cape Division, Province of the Western Cape, measuring 354 square metres, also known as No. 38 Pansy Crescent, Uitsig, Ravensmead.

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 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 lounge, kitchen, two bedrooms and bathroom.
- 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 Goodwood and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, cnr Willie van Schoor & Old Oak Road, Bellville. (Phone: 914-5660.) (Refer. A. Pepler/Ir.)

Case No. 35417/00

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and WILLIAM CHARLES PETERSEN, 1st Execution Debtor, and SELINA PETERSEN, 2nd Execution Debtor

The following property will be sold in execution by public auction held at Bellville Magistrate's Court, to the highest bidder on 19 April 2001 at 09h00:

A unit consisting of:

- A. Section No. 32, as shown and more fully described on Sectional Plan No. SS60/86, in the scheme known as Impala, in respect of the land and building or buildings, situated at Parow, in the City of Tygerberg, of which section the floor area according to the said sectional plan is 74 (seventy four) square metres in extent; and
- B. an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer No. ST3428/2000, situate at 32 Impala Court, De Kock 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: 2 bedrooms, 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 14,80% per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town this 28th day of February 2001.

Buchanan Boyes Attorneys, Attorneys for Execution Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town. [Tel. (021) 419-6469.] (Ref: TDE Goede/ZZ00740-C00771.)

Case No. 12031/1999

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and HENDRICK STEVEN JOHNSON, 1st Defendant, and CLARE CATHERINE JOHNSON, 2nd Defendant

Pursuant to the Judgment of the above Court granted on the 20th day of October 1999 and a Writ of Execution issued thereafter, the undermentioned property will be sold in execution at 10h00 on Wednesday, 18 April 2001 at the Courthouse to the highest bidder:

16 Loganberry Street, Bonteheuwel, Erf 131062, Cape Town at Bonteheuwel, in the Area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Western Cape Province, in extent 203 (two hundred and three) square metres, held by Deed of Transfer No. T14446/1995.

The following improvements are situated on the property, although in this respect nothing is guaranteed: Brick house with asbestos roof consisting of 2 bedrooms, lounge, kitchen, bathroom/toilet.

Conditions of sale: 10% of the purchase price and Sheriff of the Magistrate's Court charges in cash or by means of a bank guaranteed cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by Bank, Building Society or other acceptable guarantee to be furnished within thirty (30) days from date of sale.

The Conditions of Sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court.

Signed at Cape Town this 14th day of March 2001.

I.S. Frye, for Walker Inc., Plaintiff's Attorneys, 15th Floor, Pleinpark Building, Plein Street, Cape Town. (Ref: ISF/MP/P461/W10389.)

Case No. 8185/1999

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 RONALD ASHBURY BRINK, Defendant

A sale in Execution will be held on Wednesday, 25 April 2001 at 11h30, at 45 Sunbird Circle, Kommetjie, of:

Erf 3998, Kommetjie, in the City of Cape Town, Cape Division, Western Cape Province, in extent 746 (seven hundred and forty six) square metres, held under Deed of Transfer No. T20227/1998, also known as 45 Sunbird Circle, Kommetjie.

The property is improved as follows, though in this respect nothing is guaranteed: A brick dwelling under tile roof partly fenced with vibre-crete consisting of 3 bedrooms, maidsquarters, lounge, kitchen, living room, bathroom and 2 garages.

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 Simon's Town.

Dated at Cape Town on 14 March 2001.

Burton-White, Plaintiff's Attorneys, Suite 306, Victoria Wharf Offices, Victoria & Alfred Waterfront, DX1, Waterfront. (Tel: 419-9310.) (Ref: D Burton/F958.)

Saak No. 4336/99

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

in die saak tussen BOE BANK BEPERK, Eiser, en mnr LOUIS STUURMAN, Eerste Verweerder, en mev CAROLINE STUURMAN. Tweede Verweerderes

Ingevolge 'n vonnis toegestaan deur die Landdroshof op 7 Februarie 2001 en 'n lasbrief vir eksekusie uitgereik te Oudtshoorn, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieër op Vrydag, 20 April 2001 om 11:00, voor die Landdroshofgebou, St Johnstraat, Oudtshoorn, naamlik:

Erf 3664, Oudtshoorn, in die Munisipaliteit en Afdeling Oudtshoorn, Provinsie Wes-Kaap, groot negehonderd vyf en dertig (935) vierkante meter, gehou kragtens Transportakte Nr. T123685/1997, ook bekend as Jubileestraat 83, Oudtshoorn.

Voorwaardes van verkoping:

- Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, die Reëls daaronder uitgevaardig en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.
- 2. Die volgende inligting word verskaf insake verbeterings alhoewl geen waarborg in verband daarmee gegee word nie: Geen verbeterings.
 - 3. Terme: 10% (tien persent) van die koopprys op die dag van die verkoping.
 - 4. Die koper sal op versoek verplig wees om te betaal.
- (a) Alle fooie en uitgawes in verband met en voortvloeiend uit die registrasie van transport en verband deur die Eiser se prokureurs, hereregte, landmeterskostes, padkonstruksieheffings en onbetaalde dreineringslenings wat betaalbaar mag wees, asook alle meegaande fooie;
- (b) alle lopende sowel as agterstallige belastings, agterstallige diensfooie plus rente daarop betaalbaar en regskoste in verband daarmee, asook sodanige munisipale leningsheffings en fooie as wat regtens betaalbaar mag wees voordat transport geregistreer kan word;

- (c) koste van advertensie van hierdie verkoping, sowel as eksekusie en invorderingskommissie indien enige;
- (d) (i) die afslaer se kommissie bereken teen 4% op die koopprys plus 14% BTW;
- (ii) die Balju se kommissie teen 2,5% op die eerste R30 000,00 en 1,5% op die balans onderhewig aan 'n maksimum van R4 000,00 en 'n minimum van R300,00 plus BTW;
 - (e) belasting op toegevoegde waarde op die koopprys, indien daar sodanige belasting betaalbaar is;
 - (f) die koste vir opstel van die verkoopvoorwaardes.

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5. Voorwaardes: Die volledige voorwaardes welke onmiddellik voor die verkoping deur die afslaer uitgelees sal word sal ter insae lê by die kantoor van Eiser se prokureurs.

Gedateer te Oudtshoorn hierdie 16de dag van Maart 2001.

Duvenhage Keyser & Jonck, Prokureur vir Eiser, Hoogstraat 123, Posbus 104, Oudtshoorn, 6620.

Case No. 766/2000

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

In the matter between UNIBANK SAVINGS AND LOANS LIMITED, Judgment Creditor, and RICHARD PETERSON, 1st Judgment Debtor, and ELMARIE PETERSON, 2nd Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Court, Atlantis on Wednesday, the 2nd day of May 2001, 10h00:

Erf 8124, Wesfleur, in the Blaauwberg Municipality, Cape Division, Western Cape Province, also known as 24 Loerie Avenue, Robinvale, Atlantis, in extent 210 (two hundred and ten) square metres.

Comprising: The following information is furnished but not guaranteed: Dwelling.

The sale shall be by public auction without reserve to the highest bidder, subject to the 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 Malmesbury, 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/WB/B551.)

Case No. 2605/2000

IN THE HIGH COURT OF SOUTH AFRICA (Cape of Good Hope Provincial Division)

In the matter between BOE BANK LIMITED, Judgment Creditor, and HERMANUS LOURENS UNGERER, Judgment Debtor

The undermentioned property will be sold in execution on the premises at the Kuils River, Magistrate's Court on Monday, 30 April 2001 at 09h00:

Erf 4, Rustdal, situated in the City of Cape Town, Oostenberg Administrators, Stellenbosch Division, Western Cape Province, in extent 2008 square metres, held Deed of Transfer No T42867/86 (also known as 4 Iris Street, Rustdal, Blackheath).

Comprising of dwelling with 3 bedrooms, lounge, dining-room, kitchen, bathroom, toilet and double garage.

The sale shall be by Public Auction without reserve to the highest bidder, subject to the High Court Rules.

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

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel: (021) 945-3646.] (Ref: K G Kemp/AB/B00913.)

Saak No. 248/99

IN DIE LANDDROSHOF VIR DIE DISTRIK TULBAGH GEHOU TE TULBAGH

In die saak tussen DR C P BEZUIDENHOUT, Eksekusieskuldeiser, en EVAN DAVID MATHEWS en JEANETTE ESTER MATHEWS, Eksekusieskuldenaars

Ten uitvoering van 'n vonnis van bovermelde Agbare Hof gedateer 22 Julie 1999 word die onroerende eiendom hieronder beskryf op Woensdag 2 Mei om 9h00 voor die landdroskantoor, Kuilsrivier, per openbare veiling in eksekusie verkoop aan die hoogste bieër sonder reserwe.

Eiendom: Erf 99, Gaylee, geleë in die Munisipaliteit Oostenberg, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 462 vierkante meter, gehou deur die Eksekusieskuldenaar kragtens Akte van Transport Nr T49128/1988.

Onverbeterde grond.

Verkoopsvoorwaardes:

- 1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshowe, Wet 32 van 1944, soos gewysig, asook die voorwaardes van die Titelakte waaronder die eiendom gehou word.
- 2. Tien per centum (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 koopsom, en enige rente wat aan 'n preferente skuldeiser verskuldig mag wees vanaf die datum van verkoping tot en met datum van die registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne 14 dae na datum van die verkoping die Eksekusieskuldeiser voorsien met 'n Bankwaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

Die verkoping sal voorts onderhewig wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, en die volledige verkoopsvoorwaardes kan ingesien word by die kantore van die Balju, Piketberg, en die Eksekusieskuldeiser se prokureurs, Brits & Pretorius, Langstraat 50, Piketberg.

Gedateer op hierdie 6de dag van Maart 2001.

Brits en Pretorius, Langstraat 50, Piketberg, Kaap Provinsie. [Telefoon (022) 913-1144.] (Verwysing: Brits/22979.)

Case No. 17539/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and NATALIE ANGELA BOSCH, Defendant

In pursuance of a Judgment granted against the Defendant by the Honourable Court on 10 May 2000 and a Warrant of Execution issued thereto the undermentioned immovable property described as:

A unit consisting of:

- (a) Section No. 24 as shown and more fully described on Sectional Plan No. SS457/1996, in the scheme known as Howard Hamlet 1 in respect of the land and building or buildings situated at Pinelands, in the City of Cape Town of which section the floor areas, according to the said Sectional Plan, is 52 (fifty two) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan.

Situated in the City of Cape Town, Cape Division, Province of the Western Cape and held by Deed of Transfer No. ST4119/1997 being in extent 52 (fifty two) square metres, will be sold in execution at the site on Wednesday, 2 May, 2001 at 10h00.

The said property has the following improvements (but not guaranteed).

Tiled roof, plastered walls, lounge, kitchen, 2 bedrooms, bathroom and toilet.

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

Dated at Cape Town this 5th day of March 2001.

A S Hurter, for Truter & Hurter Incorporated, Attorneys for Judgment Creditor, 5th Floor, Dumbarton House, 1 Church Street, Cape Town. (Ref: ASH/ew/24365.)

Case No.: 3809/2000

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 PAUL DANIEL MARAIS, 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 23 Hugo Naude Avenue, Worcester, at 11:00am on the 24th 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, 69 Durban Street, Worcester.

Erf 1245, Worcester, situate in the Breede Valley Municipality, Division of Worcester, Province of the Western Cape, in extent 1 487 square metres and situate at 23 Hugo Naude Avenue, Worcester.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 241 square metre main dwelling consisting of a living room, lounge, kitchen, 3 bedrooms, 2 bathrooms with water closets, bar, games room and a 42 square metre outbuilding consisting of 2 garages.

Terms:

- 1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.
- 2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000,00 (seven thousand rand) minimum charges R300,00 (three hundred rand).

Dated at Cape Town this 7 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/S3839/7760.)

Case No.: 5870/2000

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 GIDEON ANDRIES PETRUS LOUW, First Defendant, and CATHRINA JOHANNA LOUW, 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 6 Viool Street, Diazville, Saldanha, at 10:00am on the 19th 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, 6 Main Road, Vredenburg.

Erf 6374, Saldanha, in the Saldanha Bay Municipality, Division Malmesbury, Western Cape Province, in extent 315 square metres, and situate at 6 Viool Street, Diazville, Saldanha.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 77 square metre main dwelling consisting of a living room, lounge, kitchen, 3 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 7 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/S4106/8122.)

Case No.: 8001/2000

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 WILFRED PATRICK SEPTEMBER, 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 23rd 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 3684, Eerste River, in the City of Cape Town, Stellenbosch Division, Western Cape Province, in extent 348 square metres and situate at 6 Camelthorn Street, Eerste River.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 50 square metre 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 7 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/S4173/8217.)

Case No. 22434/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and RAYI BRIAN, Defendant

In pursuance of a judgment granted on 25/02/2000, 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 3/05/2001 at 10h00 at Mitchells Plain Court to the highest bidder:

Description: Erf 26724, Khayelitsha, in the City of Cape Town, Municipality Cape Division, Province Western Cape, also known as Moondust Walk 34, Ikwezi Park, 7784, Khayelitsha, in extent (0) unknown.

Improvements: 2 bedrooms, kitchen, lounge, and bathroom/toilet.

Held by the Defendant in its name under Deed of Transfer No. T75870/94.

- 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 27 February 2001.

E Jeary, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/sr/T0500/47.)

Case No. 22803/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and DYANI MZIWOXOLO JAMES NELSON, Defendant

In pursuance of a judgment granted on 14/04/2000, 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 3/05/2001 at 10h00 at Mitchells Plain Court to the highest bidder:

Description: Erf 31020, Khayelitsha, in the City of Cape Town, Municipality Cape Division, Province Western Cape, also known as Moondust Walk 61, Ikwezi Park, 7784, Khayelitsha, in extent (0) unknown.

Improvements: 2 bedrooms, kitchen, lounge, and bathroom/toilet.

Held by the Defendant in its name under Deed of Transfer No. TL30683/90.

- 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 inc ash 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 27 February 2001.

E Jeary, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/cb/T0500/170.)

Case No. 1401/2000

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and EDWARD CUPIDO, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Stellenbosch, in the above matter, a sale will be held on Tuesday the 17th day of April 2001 t 11h00 at the Court-house, Stellenbosch, of the following immovable property:

Erf 7041, Stellenbosch, in the Stellenbosch Local Transitional Council, Stellenbosch Division, Western Cape Province, measuring 512 square metres, held by the Defendant under Deed of Transfer No. T37671/84.

Also known as: 58 William Street, Cloetesville, and comprising a dwelling consisting of 3 bedrooms, a kitchen, a lounge 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 Magistrate's Courts Act No. 32 of 1944, the property being sold voetstoots and as its stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act. The price bid shall be exclusive of Value-added Tax and the Purchaser shall pay Value-added Tax on the purchase price as provided for in the Conditions of Sale, subject to the provisions thereof.
- 2. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the Conditions of Sale to be paid against registration of transfer and secured within fourteen (14) days after the date of sale by an approved bank guarantee.

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

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 218667.)

Saak No. 1167/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen BREDASDORP MUNISIPALITEIT, Eiser, en SIAS JACOBUS PHAFF, Verweerder

Igevolge 'n vonnis gelewer op 8 Desember 1997, in die Bredasdorp Landdroshof en 'n lasbrief van Eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 20 April 2001 om 11:00 vm te Landdroskantoor, Langstraat, Bredasdorp, aan die hoogste bieër:

Beskrywing: Een halwe Aandeel in Erf 3827, Bredasdorp, geleë in die Munisipaliteit Kaap Agulhas en Afdeling Bredasdorp, Provinsie Wes-Kaap, Erfnommer 3827, grootte 224.

Eiendomsadres: Randstraat 10, Kleinbegin, Bredasdorp.

Verbeterings: Die eiendom is verbeter met 'n woning.

Soos gehou deur die skuldenaar kragtens Akte van Transport nommer T88260/99.

Vernaamste voorwaardes: Tien persent (10%) van die koopprys van die eiendom tesame met die Baljukommissie, moet onmiddellik na die veiling betaal word. Die balans-koopprys, tesame met rente bereken vanaf die datum van verkoping tot die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapswaarborg wat binne veertien (14) dae na die verkoping, ingedien moet word by die Eiser se Prokureur.

Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, distrik van Bredasdorp, Kerkstraat, Bredasdorp.

Gedateer te Bredasdorp op 12/3/01.

L le Riche, vir Luttig & Seun, Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280. (Verw. Z08284.PT.)

Saak No. 489/99

IN DIE LANDDROSHOF VIR DIE DISTRIK MOORREESBURG GEHOU TE MOORREESBURG

In die saak tussen BOE BANK BEPERK, Eksekusieskuldeiser en CHRISTIAAN C VAN DER MERWE, Eksekusieskuldenaar

Ten uitvoering van die vonnis van die Landdroshof, Moorreesburg, gedateer 27 Oktober 1999, sal die onverbeterde onroerende goed hieronder beskryf op Donderdag 19 April 2001 om 11h00, by die perseel aan die hoogste bieër verkoop word:

Erf 689, Velddrif, geleë in die Munisipaliteit van Velddrif, Afdeling Piketberg, Wes-Kaapprovinsie, groot 2 767 (tweeduisend sewehonderd sewe-en-sestig) vierkante meter, gehou kragtens Transportakte T19068/96.

Verkoopsvoorwaardes:

- 1. Die veiling is onderhewig aan die bepalings van die Landdroshofwet No. 32 van 1944, soos gewysig, en die onverbeterde eiendom word voetstoots, onderworpe aan die voorwaardes van die transportaktenommer waaronder die eindom gehou word, verkoop.
- 2. Tien persent (10%) van die koopprys van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopsvoowaardes sodra die eiendom as verkoop verklaar word, en die balans tesame met rente daarop teen 15,50% (vyftien komma vyf nul persent) is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behorlike en goedgekeurde bank- of bouverenigingwaarborg wat gelewer moet word aan die Eksekusieskuldeiser se prokureur binne 14 dae na die verkoping.
- 3. Die volledige verkoopsvoorwaardes, wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju Piketberg se kantoor.

Gedateer te Moorreesburg gedurende Maart 2001.

J W van Dyk, vir Roux & Van Dyk, Prokureurs vir Eksekusieskuldeiser, Hoofstraat 42, Moorreesburg. [Tel. (022) 433-2206.) (Verw. JWVD/jzs/V87.)

Saak No. 14068/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen ABSA BANK BEPERK, Eiser, en NASMIE MOHAMED, Verweerder

In die gemelde saak sal 'n veiling gehou word op 24 April 2001 om 10h00 te 1ste Laan, Eastridge, Mitchells Plain.

Erf 47950, Mitchells Plain, geleë in die Stad van Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap, groot 385 vierkante meter, gehou deur die Verweerder kragtens Transportakte Nr. T20275/97, en beter bekend as Ankersingel 24, Strandfontein.

Verkoopvoorwaardes:

- 1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe Nr. 32 van 1944 en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelakte.
- 2. 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 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 onverwyld na die veiling gegee en geneem sal word.
- 3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit drie slaapkamers, een sitkamer, een kombuis en asook een badkamer/toilet.
- 4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Mitchells Plain en in die kantoor van die ondegetekende.

Gedateer te Kaapstad op hierdie 14de dag van Maart 2001.

T R De Wet, vir Marais Müller Ing., Prokureur vir Eiser, 19de Vloer, Cartwrights's Corner Gebou, Addeleystraat, Kaapstad. (Verw. T R De Wet/ms/Z03212.)

SALE IN EXECUTION—WYNBERG

Case No. 26263/2000

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

In the matter between: FIRSTRAND BANK OF SOUTH AFRICA LTD, Plaintiff, and Mrs N JONES, trading as CAPE HAIR SERVICES. Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 30 August 2000, the property listed hereunder, and commonly known as Erf 69375, Cape Town at Wynberg, also known as 24 South Road, Wynberg, will be sold in execution at 24 South Road, Wynberg, on 30 April 2001 at 14h00, to the highest bidder.

Erf 69375, Cape Town at Wynberg, situate in the South Peninsula Municipality, Cape Division, Province of the Western Cape, in extent 640 square metres, held under Deed of Transfer Number T88259/1997.

The following improvements are reported to be on the property: Single dwelling unit built of brick walls, roof, kitchen, bathroom, toilette, dining-room, 3 bedrooms, carport and shed.

The conditions of sale: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale; 10% of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of the sale, and the balance 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.

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

Gessler Inc., 17 Ferdinand Street, Kirstenhof. (Ref. Mr Mitchell.)

Case No. 15343/00

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

In the matter between: CITY OF TYGERBERG, Plaintiff, and DAMENI MELIKA, Defendant

In pursuance of judgment granted on 7/07/2000, 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 3/05/2001 at 10h00 at Mitchells Plain Court, to the highest bidder:

Description: Erf 340, Khayelitsha, in the City of Cape Town, Municipality Cape Division, Province Western Cape, also known as Tulani Street 14, A130 T1V1 7784, Khayelitsha, Erf No. 10 009 060 00340, in extent (0) unknown.

Improvements: Bedroom, kitchen, bathroom/toilet.

Held by the Defendant in its name under Deed of Transfer No. TL93508/96.

- 1. The sale shall be subject to the terms and conditions of the Magistrate's Court and the Rules made thereunder.
- 2. The Purchaser shall pay 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 Mitchells Plain on this 27th day of 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.] (Ref. ECJ/cb/T0500/1553.)

Case No. 9992/97

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and RICHARD ALLEN KADALIE, Defendant

The following property will be sold in execution at the Mitchell's Plain Magistrate's Court on the 19th April 2001 at 10h00, to the highest bidder:

Erf 36168, Mitchell's Plain, situate in the City of Cape Town, Cape Division, Western Cape Province, in extent 176 (one hundred and seventy-six) square metres, held under Deed of Transfer No. T.9342/1991.

Street Address: 16 Mont Blanc, New Tafelsig, Mitchells Plain.

- 1. The following improvements are reported, but not guaranteed: An asbestos roof and brick building, consisting of lounge, 3 bedrooms, separate kitchen, bathroom & toilet, cement floors, burglar bars & fully vibre-crete fence.
- 2. Payment: 10% of the purchase price must be paid in cash or bank guaranteed cheque at the time of the sale, and the balance (plus interest at the current ABSA Bank bond rate calculated on the Plaintiff's claim from the date of sale to 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 Mitchell's Plain South.

Dated at Cape Town on this 12th day of March 2001.

J. J. Niemand, for De Klerk & Van Gend, Plaintiff's Attorneys, ABSA Bank Building, 132 Adderley Street, Cape Town. (Ref. JJN/rt/F80236.)

Case No. 33896/00

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

In the matter between: BESTHA CARRIERS CC, Plaintiff, and GADIJA MAASDORP, Defendant

The following property will be sold in execution at the front entrance of the Ceres Magistrate's Court, President Street, Ceres, on the 25th April 2001 at 10H00, to the highest bidder:

Erf 2965, Ceres, situate in the Ceres Municipality, Ceres Division, Western Cape Province, in extent 489 (four hundred and eighty-nine) square metres, held under Deed of Transfer No. T.34649/1998.

Street Address: 28 Buiten Street, Bella Vista, Ceres.

- 1. The following improvements are reported, but not guaranteed: A vacant plot.
- 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 15,5% per annum 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 Ceres [Tel. (023) 312-2168.]

Dated at Cape Town on this 7th day of March 2001.

J. J. Niemand, for De Klerk & Van Gend, Plaintiff's Attorneys, ABSA Bank Building, 132 Adderley Street, Cape Town. (Ref. JJN/rt/L174.)

Saak No. 16388/99

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen: ABSA BANK BEPERK, Eiser, en DARROL WILLIAM WANZA, 1ste Verweerder, en SHAHIEDA WANZA, 2de Verweerder

In die gemelde saak sal 'n veiling gehou word op 24 April 2001 om 10h00 te Landdroshof, 1ste Laan, Eastridge, Mitchells Plein:

Erf 44611, Mitchells Plein, geleë in die stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 308 vierkante meter, gehou deur die Verweerders kragtens Transportakte No. T76135/90.

En beter bekend as Palermoweg 6, Strandfontein.

Verkoopvoorwaardes:

- 1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe Nr. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande 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 14,50% per annum op die bedrag van die Eiser se eis, en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis en op die balans, indien enige, is 14,50% per annum, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

- 3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit drie slaapkamers, sitkamer, kombuis asook badkamer/toilet.
- 4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Mitchells Plein en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 14de dag van Maart 2001.

Marais Müller Ing., Prokureur vir Eiser, 19de Vloer, Cartwright's Corner Gebou, Adderleystraat, Kaapstad. (Verw. T. R. de Wet/ms/Z03569.)

Case No. 18180/2000

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

In the matter between: TRANSNET LIMITED, Plaintiff/Execution Creditor, and MERVYN CLIVE PHILLIPS, First Defendant/Execution Debtor, and MARIAM PHILLIPS, Second Defendant/Execution Debtor

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 23rd November 2000, the undermentioned property will be sold in execution at the Court-house on Friday, the 20th day of April 2001 at 09h00:

Erf 3490, Blue Downs, situate in the City of Cape Town (formerly the Oostenberg Municipality), Stellenbosch Division, Western Cape Province, measuring 259 (two hundred and fifty-nine) square metres, held by Deed of Transfer No. T21223/92, comprising of brick building under tiled roof, two bedrooms, lounge, kitchen, bathroom and toilet, and known as 2 Jasmine Way, Hillcrest, Blue Downs.

Conditions of sale:

- 1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and to the Title Deed insofar as these are applicable.
- 2. Terms: The purchase price shall be paid as to 10 (ten) percent thereof in cash on the signing of the conditions of sale, or otherwise as the Auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.
- 3. The conditions of sale which will be read out by the Auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Cape Town on this 6th day of February 2001.

M. K. Engelbrecht, for Canca Incorporated, Plaintiff's Attorneys, 14th Floor, ABSA Centre, Thibault Square, Cape Town. [Tel. (021) 419-3355.] (Ref. MKE/FI/P.1333.)

Case No. 31252/99

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

In the matter between THE CITY OF CAPE TOWN, Plaintiff, and STRINIVASA JAGGIAH NAIDOO, Defendant

The following will be sold in execution at 10h00 on Thursday, the 26th day of April 2001, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 35256, Cape Town at Wynberg, in extent five hundred and ninety seven (597) square metres, held by Deed of Transfer T30795/1990, situate at 18 Hazel Road, Rylands Estate, Athlone, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling.

Description: Brick walls consisting of 4 offices, kitchen, toilet, bathroom and single garage.

- 2. Payment: Ten per centum of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance (plus interest at the standard rate currently 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer which amounts are to be secured by bank guarantee to be delivered within 14 days of the sale.
 - 3. The Sheriff shall require of any bidder satisfactory proof of its 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 Athlone this 26th day of February 2001.

J Ramages Attorneys, Attorneys for Plaintiff, Cnr. Klipfontein & Belgravia Roads, Athlone. (Ref. Coll/ses/15/56472/95.)

Case No. 5151/00

IN THE HIGH COURT OF SOUTH AFRICA (Cape of Good Hope Provincial Division)

In the matter between BOE BANK LTD, Plaintiff, and GWJ HASKINS, 1st Defendant, and PAM HASKINS (in their capacities as trustees of the PENJEFF FAMILY TRUST, No. T1763/93), 2nd 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 on Wednesday, the 18th April 2001 at 15h30, at No. 16 Dolphin Way, Simonstown 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, 131 St Georges Street, Simonstown:

Property: Erf 3508, Simonstown, in the South Peninsula Municipality, Division Cape, Western Cape Province, in extent 722 (seven hundred and twenty two) square metres, held by Deed of Transfer No. T99278/93.

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.

Dated: 19th March 2001.

Kruger and Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. HPMK/RM/NB283.)

Auctioneer for Plaintiff: Sheriff - High Court, 131 St George Street, Simonstown.

SALE IN EXECUTION

NEDCOR BANK LIMITED versus G P MARTIN

Wynberg. Case No. 22389/98.

The property: Erf 6122, Grassy Park, situate in the Local Area of Grassy Park, Cape Division, in extent 490 square metres, situate at 130 Victoria Road, Grassy Park.

Improvements (not guaranteed): Single dwelling, brick walls, asbestos tiled roof, 3 bedrooms, kitchen, lounge, bathroom, toilet and double garage.

Date of sale: 23 April 2001 at 2.00 p.m.

Place of sale: 130 Victoria Road, Grassy Park.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg South, Electric Road, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 1516/00

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

In the matter between ABSA BANK LTD, Plaintiff, and MPHO MAKAPELA, 1st Defendant, and MARTHA MAKAPELA, 2nd Defendant

In pursuance of a judgment granted on 07/06/2000, in the Cape Town Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 19/04/2001 at 10:00, at Cape Town Magistrate's Court, to the highest bidder:

Description: Section 18, as shown and more fully described on Sectional Plan SS166/90 in the scheme known as Serengeti in respect of the land and building or buildings situated at Mowbay in the area of the Transitional Metropolitan substructure of Cape Town of which section the floor area, according to the sectional plan is 40 square metres in extent;

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

An exclusive use area described as Garden Area No. G18, measuring 37 square metres being as such part of the common property, comprising the land and the scheme known as Serengeti, in respect of the land and building or buildings situated at Mowbray in the area of the Transitional Metropolitan Substructure of Cape Town, as shown and more fully described on Sectional Plan SS166/90, held by virtue of Certificate of Registered Sectional Title No. ST14286/96.

Improvements: Bedroom, lounge, kitchen, bathroom and toilet.

Held by the Defendants in their name under Deed of Transfer ST14286/96.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay 10% of the purchase price in cash or by bank-guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be effected by the Plaintiff attorneys and the purchaser shall pay all transfer costs, current rated taxes and other neccessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville this 26th day of February 2001.

E. C. Jearey, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; PO Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] Service Address: De Klerk & Van Gend, Volkskas Building, 3rd Floor, Adderley Street 132, Cape Town. (Ref. E C Jearey/SS/A0020/470.)

Case No. 13101/97

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

In the matter between ABSA BANK LIMITED, Plaintiff, and AVRIL THYSSEN, 1st Defendant, and KATHLEEN ELLEN THYSSEN, 2nd Defendant

In pursuance of a judgment granted on 13/11/1997, in the Kuils River Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 18/04/2001 at 09:00, at Kuils River Magistrate's Court, to the highest bidder:

Description: Erf 2593, Kleinvlei, in the Local Area of Blue Downs, Division Stellenbosch, Province Western Cape, also known as 36 Smarag Street, Kleinvlei, Eerste River, in extent 464 square metres.

Improvements: 2 bedrooms, lounge, kitchen, bathroom and toilet.

Held by the Defendants in their name under Deed of Transfer T984/92.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay 10% of the purchase price in cash or by bank-guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be effected by the Plaintiff attorneys and the purchaser shall pay all transfer costs, current rated taxes and other neccessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville this 27th day of February 2001.

E. C. Jearey, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; PO Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] Service Address: De Klerk & Van Gend, Volkskas Building, 3rd Floor, Adderley Street 132, Cape Town. (Ref. ECJ/SS/A0068/15.)

SALE IN EXECUTION

NEDCOR BANK LIMITED (No. 51/00009/06) versus MATHEW, 1st Defendant and JOYCE AGNES CARELSE, 2nd Defendant

Case No. 23431/2000, Kuils River

The property: Erf 8568, Kraaifontein, in extent: 744 square metres, situated at 1 Shelley Street, Kraaifontein.

Improvements (not guaranteed): Dwelling consisting of 3 bedrooms, lounge, dining-room, kitchen and bathroom/toilet.

Date of sale: 2 May 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 8th day of March 2001.

Pincus Matz & Marquard, Attorneys for Judgment Creditor, Wynberg Mews, Brodie Road, Wynberg.

Case No. 9954/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and WAYNE ALBERT FORTUIN, Defendant

In pursuance of a judgment granted on 30/10/1996, in the Kuils River Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 18/04/2001 at 09H00, at Kuils River Magistrate's Court, to the highest bidder:

Description: Erf 9326, Kuils River, in the Municipality of Kuils River, Division Stellenbosch, Province Western Cape, also known as 14 Luxor Crescent, Highbury, Kuils River, in extent 873 square metres.

Improvements: 7 bedrooms, lounge, dining-room, TV-room, kitchen, 5 bathrooms, double garage, double storey and tiled roof.

Held by the Defendant in this name under Deed of Transfer T24152/90.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay 10% of the purchase price in cash or by bank-guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be effected by the Defendant's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville this 22nd day of February 2001.

E. C. Jearey, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; PO Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/SS/A0020/333.)

Case No. 26802/2000

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

In the matter between INVESTEC BANK LIMITED, Plaintiff, and MARIETHA PROPERTIES (PTY) LTD, Defendant

In execution of a judgment of the Magistrate's Court of Cape Town in the above matter, a sale will be held on Wednesday, 25 April 2001 at 11H00 at 2 Hill Street, Knysna, of the following immovable property:

Erf 807, Knysna, in the Municipality of Knysna, Division of Knysna, in the Province of the Western Cape, in extent 1 106 (one thousand one hundred and six) square metres, held by Defendant by Deed of Transfer T56458/96.

Subject to the conditions referred to and contained therein.

Also known as 2 Hill Street, Knysna.

The following information is furnished *re* the improvements but in this regard nothing is guaranteed: 2 bedrooms, 2 bathrooms, 2 toilets, stoeproom, kitchen, lounge/dining-room, 2 wooden garages, corrugated iron roof, brick walls, flat with bedroom, bathroom and toilet.

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 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 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, Knysna.

Dated at Cape Town this 5th day of March 2001.

The Sheriff of the Magistrate's Court, Knysna.

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/72853.)

Saak No 5074/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KNYSNA GEHOU TE KNYSNA

In die saak tussen: NEDCOR BANK BEPERK, Eksekusieskuldeiser, en NICHOLAS PETER BOZMAN, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Knysna en 'n lasbrief vir eksekusie gedateer 20 Desember 2000, sal die volgende eiendom in eksekusie verkoop word op 26 April 2001 om 12:00 te die gegewe perseel, soos beskryf hieronder:

Eenheid Nr 10, in die skema bekend as River Club Mews, in die Munisipaliteit en Afdeling van Plettenbergbaai (ook bekend as Zambesi Singel, Plettenbergbaai), groot 116 vierkante meter, gehou kragtens Transportakte Nr ST.18510/97; en

Tuin Area G6, in die skema bekend as River Club Mews, in die Munisipaliteit en Afdeling van Plettenbergbaai (ook bekend as Zambesisingel, Plettenbergbaai), groot 44 vierkante meter, gehou kragtens Notariële Akte van Sessie Nr SK.4138/97; en

Parkering Area P1, in die skema bekend as River Club Mews, in die Munisipaliteit en Afdeling van Plettenbergbaai (ook bekend as Zambesi Singel, Plettenbergbaai), groot 16 vierkante meter, gehou kragtens Notariële Akte van Sessie Nr SK.4138/97.

Verbeterings: 3 slaapkamers, 1,75 badkamers, kombuis, sitkamer, eetkamer en motorhuis.

Verkoopsvoorwaardes:

- 1. Die verkoping is onderhewig aan die bepalings van die Landdroshowewet Nr. 32 van 1944 en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieër 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 16,85% 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 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, Knysna, Uitstraat 11, Knysna, sowel as by die kantore van Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 9de dag van Maart 2001.

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

00107060-13

Saak No 225/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GEORGE GEHOU TE GEORGE

In die saak tussen: NEDCOR BANK BEPERK, Eksekusieskuldeiser, en KOOS OLIVIER & ANTJIE OLIVIER, Eksekusieskuldenaars

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 8 Februarie 2001, sal die volgende eiendom in eksekusie verkoop word op 19 April 2001 om 10:00 te die Landdroskantore, Yorkstraat, George, beskryf hieronder:

Erf 11919, George, in die Munisipaliteit en Afdeling van George (ook bekend as Apollostraat 3, Parkdene, George), groot 509 vierkante meter, gehou te Transportakte Nr. T.87770/96.

Verbeterings: 2 slaapkamers, badkamer, kombuis en sitkamer.

Verkoopsvoorwaardes:

- 1. Die verkoping is onderhewig aan die bepalings van die Landdroshowewet Nr. 32 van 1944 en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieër 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 15,75% 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 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.
- 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 8ste dag van Maart 2001.

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

Saak No. 248/99

IN DIE LANDDROSHOF VIR DIE DISTRIK TULBACH GEHOU TE TULBACH

In die saak tussen DR C P BEZUIDENHOUT, Eksekusieskuldeiser, en EVAN DAVID MATHEWS, JEANETTE ESTER MATHEWS, Eksekusieskuldenaars

Ten uitvoering van 'n vonnis van bovermelde Agbare Hof gedateer 22 Julie 1999, word die onroerende eiendom hieronder beskryf, op Woensdag, 2 Mei om 09h00 voor die Landdroskantoor, Kuilsrivier, per openbare veiling in eksekusie verkoop aan die hoogste bieër, sonder reserwe:

Eiendom: Erf 99, Gaylee, geleë in die Munisipaliteit Oostenberg, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 462 vierkante meter, gehou deur die Eksekusieskuldenaar kragtens Akte van Transport T49128/1988.

Fisiese adres: H/v Orchardweg en Meadowweg, Gaylee Uitbreiding 2, onverbeterde grond.

Verkoopvoorwaardes:

- (1) Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshowe, Wet 32 van 1944, soos gewysig, asook die voorwaardes van die Titelakte waaronder die eiendom gehou word.
- (2) Tien per centum (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 koopsom, en enige rente wat aan 'n preferente skuldeiser verskuldig mag wees vanaf die datum van verkoping tot en met datum van die registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne 14 dae na datum van die verkoping die Eksekusieskuldeiser voorsien met 'n bankwaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderhewig wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, en die volledige verkoopvoorwaardes kan ingesien word by die kantore van die Balju, Piketberg, en die Eksekusieskuldeiser se prokureurs, Brits & Pretorius, Langstraat 50, Piketberg.

Brits en Pretorius, Langstraat 50, Piketberg, Kaap Provinsie. [Tel. (022) 913-1144.]

Datum en verwysing: 6 Maart 2001 (Brits/22979).

Case No. 18587/00

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

In the matter between P G GLASS (PTY) LTD, Execution Creditor, and Mr DANIE SCHOLTZ t/a GLASS IT ALL, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 24 November 2000 and a warrant of execution issued, the undermentioned immovable property will be sold in execution of judgment by public auction without reserve to the highest bidder, on Thursday, 3 May 2001 at 12h30 at 35 Palm Crescent, Brackenfell:

Description: Erf 10676, Brackenfell, situated in the City of Cape Town, Cape Division, Western Cape Province, measuring in extent 895 (eight hundred and ninety five) square metres, held by Deed of Transfer T50563/1995.

Physical address: 35 Palm Crescent, Brackenfell.

Improvements: House, inter alia with four bedrooms, dining-room, lounge, kitchen, TV room, braai room, bathroom, swimming pool, tiled roof, brick building. These improvements are reported, but nothing is guaranteed or to be construed as a representation.

Material conditions of sale:

- 1. Full and complete conditions of sale will be read immediately before the sale and are available for inspection at the offices of the Sheriff at 29 Northumberland Road, Bellville, and the Judgment Creditor's Attorney at the address stated hereunder.
- 2. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrate's Court Act No. 32 of 1944, as amended, and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant Title Deed.
 - 3. Payment of the purchase price shall be effected as follows:
- 3.1 One-tenth of the purchase price in cash or by means of a bank marked cheque to the Sheriff of the Court, for the account of the Execution Creditor such payment to be made on the day of the sale.
- 3.2 The balance of the purchase price is to be paid in cash against registration of transfer, which is to be given and taken forthwith. The Purchaser shall within 14 (fourteen) days after the date of sale furnish the Execution Creditor with a bank or building society guarantee to the Execution Creditor's satisfaction for the due payment of the blance of the purchase price and interest against transfer and due fulfilment of all his obligations under these conditions of sale.

Dated at Claremont this 22nd day of March 2001.

J Holzberg, for Kantor – Fialkov, Attorneys for Execution Creditor, Suite 303, Warwick Place, Pearce Road, Claremont. (Ref. JH/PG53/FJ.); c/o Marais Muller, Marais Muller Building, 66 Van Riebeeck Street, Kuilsriver.

Saak No. 17373/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen FBC FIDELITY BANK BEPERK, Eiser, en BAZIL PETER HURLING, Eerste Verweerder, en ANTHEA CARMALITA HURLING, Tweede Verweerder

Ter uitvoering van 'n vonnis verkry in die Landdroshof Kuilsrivier gedateer 1 November 2000 en 'n Lasbrief vir Eksekusie sal die hiernabeskrewe vaste eiendom op Maandag, 7 Mei 2001 om 09h00 by die Landdroskantoor Kuilsrivier per publieke veiling in eksekusie verkoop word aan die hoogste bieër sonder reserwe.

Erf 3765, Blue Downs, in die Stad Kaapstad, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 326 vierkante meter, gehou kragtens Transportakte nr T52855/99.

Liggingsadres: Goldsteinstraat 20, Hillcrest, Blue Downs.

Verkoopsvoorwaardes:

- Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshowe en Reëls asook die voorwaardes van die Titelakte waaronder die eiendom gehou word.
- 2. Een tiende (1/10) van die 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 betaalabaar 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: Woning met teëldak, 2 slaapkamers, sitkamer, kombuis, badkamer, toilet.

Gedateer te Durbanville hierdie 6de dag van Maart 2001.

A D Kruger, vir Smit Kruger Ingelyf, Wellingtonweg 32, Posbus 33, Durbanville, 7550. (Verw: ADK/CC/B1837.)

Case No. 14201/97

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

In the matter between ABSA BANK LTD, Plaintiff, and JACOBUS ANDRE FARO, Defendant

In pursuance of judgment granted on 26/11/1997, 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 24/04/2001 at 10H00 at Mitchells Plain Court to the highest bidder.

Description: Erf 25719, Mitchells Plain, situated in the area of the Metropolitan Substructure of Cape Town, Division Cape, Province: Western Cape also known as 38 Lead Wood Street, Eastridge, Mitchells Plain, in extent 132 square metres.

Improvements: 3 bedrooms, lounge, kitchen, bathroom, semi-detached double storey.

Held by the Defendant in his name under Deed of Transfer No. T66082/93.

- 1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.
- 2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
- 3. The Purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville this 2 March 2001.

E C Jearey, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel: (021) 946-3165.] (Ref: ECJ/SS/A0020/324.)

Case No. 1791/99

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

In the matter between THE GREATER PLETTENBERG BAY TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and J HOOD, Execution Debtor

The sale in execution of the property described hereunder will be held in front of the Magistrate's Court, Knysna, at 11h00 on 18 April 2001.

Erf 2707, Plettenberg Bay, in the Municipality of Plettenberg Bay, Division of Knysna, Western Cape Province, in extent 791 (seven hundred and ninety one) square metres, held under Deed of Transfer No. T44912/1996, situated at 9 Turakina Drive, Plettenberg Bay.

The property is improved by the erection of a dwelling thereon.

The property is zoned for residential purposes. (The accuracy hereof is not guaranteed.)

Terms of payment: The purchase price shall be paid as to 10% (ten per cent) thereof at the time of the sale and the full balance with interest against transfer, payment thereof to be secured by a bank or building society guarantee within 14 (four-teen) days from the date of sale.

The sale shall be by public auction to the highest bidder without reserve, subject to the provisions of the Magistrate's Court Act, 1944, and further Conditions of Sale which may be inspected at the office of the Sheriff of the Court, Knysna.

Dated at Knysna this 3rd day of March 2001.

Buchan Mosdell & Pama, Attorneys for Execution Creditor, 19 Pledge Square, 48 Main Street (P O Box 997), Knysna, 6570. [Tel: (044) 382-5333.] (Ref. Sue Mosdell.)

Saak No. 36866/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WYNBERG GEHOU TE WYNBERG

In die saak tussen ABSA BANK, Eiser, en EDWARD THOMAS MCGRATH & BLANCHE MARGUERITE EMMA MCGRATH, Verweerder

Ten uitvoering van die vonnis van die Landdroshof, Wynberg gedateer 18 Januarie 2001 sal die onroerende goed hieronder beskryf op 24 April 2001 om 10H00 by die Landdroskantoor, Wynberg, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Bekend as Colorado 29, Primrose Park, Manenberg.

Verbeterings (maar nie gewaarborg) 'n enkelverdieping baksteenwoning met twee slaapkamers, kombuis, sitkamer, toilet en badkamer.

Erf: 40705, Kaapstad te Athlone, gehou Transportakte T69621/1988, groot 496 vierkante meter.

Verkoopsvoorwaardes:

- 1. Die verkoping sal "voetstoots" geskied, onderworpe aan die voorwaardes van die Transportaktenommer waaronder die eiendom gehou word.
- 2. Een tiende van die koopprys tesame met rente daarop teen 14,50% per jaar vanaf datum van verkoping tot op datum van registrasie van die oordrag. Die Koper moet voorts binne 14 (veertien) dae na die verkoping die Vonnisskuldeiser voorsien van 'n Bank- of bougenootskapswaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

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

Gedateer te Goodwood op hierdie 13de dag van Maart 2001.

A van Rhyn, vir Steyn & Van Rhyn, Prokureur vir Eiser, Voortrekkerweg 45, Goodwood. (AVR/TVM/A01139.)

Case No. 293/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between BOE BANK LIMITED, Plaintiff, and PIETER HEIBERG PARIS, Defendant

In terms of a Judgment given in the Magistrate's Court at Somerset West on the 22nd February 1999 and under a Warrant of Execution issued thereafter, the following immovable property known as:

Erf 326 Somerset West, situated in the City of Cape Town, Division of Stellenbosch, Western Cape Province, measuring 1 894 square metres, held by Deed of Transfer No. T26829/1984, also known as 19 Haumann Street, Somerset West will be sold in execution on the 26th day of April 2001 at 11H00 at 19 Haumann Street, 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 materials terms of the sale are as follows:

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The Purchaser shall pay 10% of the purchase price immediately after the sale and 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: 4 bedrooms, open plan lounge/kitchen/dining-room, bathroom/toilet, garage with outside room, portapool tiled roof and brickwalls.

Dated at Somerset West this 14th day of March 2001.

P. du Toit, for Morkel & De Villiers Inc., The Forum, 13 Drama Street, Somerset West; P O Box 112, Somerset West, 7129. [Tel: (012) 851-2928.]

Case No. 1864/00

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

In the matter between CITY OF TYGERBERG, Plaintiff, and BALOYI MARTIN ISAAC, Defendant

In pursuance of judgment granted on 4/05/2000, 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 3/05/2001 at 10H00 at Mitchells Plain Court to the highest bidder:

Description: Erf 394, Khayelitsha in the City of Cape Town, Municipality Cape Division, Province Western Cape also known as Zodiac Street 19, A116 T1V1, 7784, Khayelitsha, Erf No 10 009 060 00394, in extent (0) unknown.

Improvements: 3 bedrooms, kitchen, lounge, bathroom & toilet.

Held by the Defendant in its name under Deed of Transfer No. TL62982/87.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
- 3. The Purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Mitchells Plain this 27 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.] (Ref: ECJ/cb/T0500/1567.)

Case No. 7835/99

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

In the matter between CITY OF CAPE TOWN (formerly "CENTRAL SUBSTRUCTURE OF THE CAPE METROPOLITAN AREA", formerly "THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN", and also formerly "MUNICIPALITY OF CAPE TOWN"), Plaintiff, and CHRISTINE COETZEE, Defendant

The following will be sold in Execution on 10 April 2001 at 10H00 Mitchells Plain Court, to the highest bidder:

Erf 10747, Mitchells Plain, Cape, 156 square metres, held by Deed of Transfer T34689/1990, situated at 62 Foxglove Street, Lentegeur.

- 1. The following improvements are reported but not guaranteed: Dwelling: Brick dwelling under tiled roof consisting of 3 bedrooms, bathroom/wc, lounge and kitchen.
- 2. Payment: Ten per centum of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the Sale and the balance (plus interest at the current rate of 15,50% p.a calculated on the Judgment Creditor's claim from the date of Sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the Sale.
 - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full Conditions of Sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.
 - C A Friedlander Inc., 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z03424.)

Case No. 6982/99

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

In the matter between CITY OF CAPE TOWN (formerly "CENTRAL SUBSTRUCTURE OF THE CAPE METROPOLITAN AREA", formerly "THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN", and also formerly "MUNICIPALITY OF CAPE TOWN"), Plaintiff, and CASSIEM ELY, Defendant

The following will be sold in Execution on 10 April 2001 at 10H00 Mitchells Plain Court, to the highest bidder:

Erf 10720, Cape, 159 square metres, held by Deed of Transfer T11016/1996, situated at 59 Disa Lentegeur.

- The following improvements are reported but not guaranteed: Dwelling: Brick dwelling under tiled roof consisting of 3 bedrooms, bathroom/wc., lounge and kitchen.
- 2. Payment: Ten per centum of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the Sale and the balance (plus interest at the current rate of 15,50% p.a calculated on the Judgment Creditor's claim from the date of Sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the Sale.

- 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full Conditions of Sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.
 - C A Friedlander Inc., 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z03480.)

Case No. 11462/99

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

In the matter between CITY OF CAPE TOWN (formerly "CENTRAL SUBSTRUCTURE OF THE CAPE METROPOLITAN AREA", formerly "THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN", and also formerly "MUNICIPALITY OF CAPE TOWN"), Plaintiff, and CARLO JACOBUS ARENDSE, Defendant

The following will be sold in Execution on 12 April 2001 at 10H00 Mitchells Plain Court, to the highest bidder:

Erf 28011, Mitchells Plain, Cape, 120 square metres, held by Deed of Transfer T14559/98, situated at 55 Tradoun Street, Tafelsig.

- 1. The following improvements are reported but not guaranteed: Dwelling: Brick dwelling under asbestos roof consisting of 3 bedrooms, bathroom/wc, lounge, kitchen, garage and vibra-crete fencing.
- 2. Payment: Ten per centum of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the Sale and the balance (plus interest at the current rate of 15,50% p.a calculated on the Judgment Creditor's claim from the date of Sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the Sale.
 - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- Conditions: The full Conditions of Sale will be read out immediately prior to the sale and may be inspected at the offices
 of the Sheriff.
 - C A Friedlander Inc., 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z03404.)

Case No. 17805/98

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

In the matter between ABSA BANK LTD, Plaintiff, and ANTON MARAIS. Defendant

In pursuance of judgment granted on 14.10.1999, in the Kuils River Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 11/04/2001 at 10h30, at 31 Boog Street, St Kilda, Brackenfell, to the highest bidder:

Description: Erf 5002, Brackenfell, in the Municipality of Brackenfell, Division Stellenbosch, Province: Western Cape, in extent 1 107 square metres.

Improvements: 3 bedrooms, lounge, diningroom, kitchen, bathroom and single garage.

Held by the Defendant in his name under Deed of Transfer No. T5528/94.

- 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, Kuils River.

Dated at Bellville this 20 February 2001.

E C Jearey, for Malan Laäs & Scholtz Inc., Plaintiff's Attorney, 5 Old Paarl Road, Bellville, 7530; P.O. Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/SS/A0020/364.)

Saak No. 16020/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen ABSA BANK, Eiser, en NKOSANA REUBEN MHLOBO & DOREEN GRACE MHLOBO, Verweerders

Ten uitvoering van die vonnis van die Landdroshof, Goodwood gedateer 4 Januarie 2001, sal die onroerende goed hieronder beskryf op 17 April 2001 om 9h00, by die Landdroskantoor, Goodwood, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Bekend as Jasminestraat 7, Bonteheuwel (die volgende word nie gewaarborg nie - 'n baksteenwoning met asbesdak bestaande uit sitkamer, kombuis, 3 slaapkamers, badkamer.

Erf 135545, Kaapstad te Bonteheuwel, gehou Transportakte T18703/1999, Groot 248 vierkante meter.

Verkoopvoorwaardes:

- 1. Die verkoping sal "voetstoots" geskied, onderworpe aan die voorwaardes van die Transportaktenommer waaronder die eiendom gehou word.
- 2. Een tiende van die koopprys tesame met rente daarop teen 14,50% per jaar vanaf datum van verkoping tot op datum van registrasie van die oordrag. Die koper moet voorts binne 14 (veertien) dae na die verkoping die Vonnisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

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

Gedateer te Goodwood op hierdie 12de dag van Maart 2001.

A van Rhyn, vir Steyn & Van Rhyn, Voortrekkerweg 45, Goodwood, 7460; Posbus 205, Goodwood, 7459. (E-mail: svrlaw@iafrica.com) (Aktesbus Deeds Box 112.) (Docex 7, Goodwood.) (Tel. 5913241.) (Fax 5919335.)

Case No. 6560/97

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and JOHN BERTIE ANDREWS & MARGARET DORIS ANDREWS, Execution Debtors

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Mitchells Plain, on 24 April 2001 at 10h00:

Erf 13256, Mitchells Plain, in the Municipality of Cape Town, Division Cape, in extent 200 square metres, also known as 13 Grumman Close, Rocklands, Mitchells Plain.

Conditions:

- 1. The following information is furnished, but not guaranteed: Brick dwelling under tiled roof with two bedrooms, lounge, kitchen, bathroom/toilet, burglar bars and vibracete walls.
- 2. Payment: Ten percent (10%) 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, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.
 - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 9th day of March 2001.

Balsillies Incorporated, Attorneys for Execution Creditor, 3rd Floor, Wale Street Chambers, 33 Church Street, Cape Town.

Saak No. 2050/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENDAL GEHOU TE VREDENDAL

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en ANTONIUS PHILLIPUS CLOETE, Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word op 11 April 2001 om 10h00, voor die Landdroshof, Vredendal, aan die hoogste bieër:

Eiendomsbeskrywing: Erf 177, Doringbaai, in die Munisipaliteit van Matzikama, Afdeling Van Rhynsdorp, Provinsie Wes-Kaap, groot 278 (twee honderd agt en sewentig) vierkante meter, gehou kragtens Transportakte Nr T102844/98, ook bekend as Erf 177, Afrikanerstraat, Doringbaai.

Die volgende verbeteringe word gemeld, maar nie gewaarborg nie: Woning opgerig bestaande uit:

- 1. Munisipale huis van sementblokke gebou met asbesdak.
- 2. Twee slaapkamers. Vloere met tapyt bedek.
- 3. Kombuis/sitkamer kombinasie. Vloere met tapyt bedek.
- 4. Badkamer met toilet.
- Geen buitegeboue. Geen diefwering. Geen omheining.
- 6. Geen ingeboude kaste.
- 2. 2.1 Die koopprys moet soos volg betaal word:
- 2.1.1 'n Deposito van tien persent (10%) by wyse van kontant of bankgewaarborgde tjek ten tyde van die verkoping.
- 2.1.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van twintig per centum (20%) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos voormeld verseker moet word deur 'n bankwaarborg wat vir die Eiser se Aktebesorger aanvaarbaar is.
- 2.2 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 balanskoopprys 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.
 - 3. Die Balju sal van enige bieër vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.
- 4. Voorwaardes: Die volledige Verkoopsvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Geteken te Somerset-Wes op die 21ste dag van Februarie 2001.

G J Smit, vir Miller Bosman Le Roux, Prokureur vir Vonnisskuldeiser, ABSA Gebou, Hoofstraat 140, Somerset-Wes. (Verw: Mnr G J Smit/ev/NA0243.)

Saak No. 22/00

IN DIE LANDDROSHOF VIR DIE DISTRIK STRAND GEHOU TE STRAND

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en PIENAAR J J B, Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word op 12 April 2001 om 10h00, te Assegaaistraat 13, Gordonsbaai, aan die hoogste bieër:

Eiendomsbeskrywing: Erf 2889, Gordonsbaai, in die Stad Kaapstad, Administrasie Helderberg, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 300 (drie honderd) vierkante meter, gehou kragtens Transportakte Nr T1879/1997, ook bekend as Assegaaistraat 13, Gordonsbaai.

Die volgende verbeteringe word gemeld, maar nie gewaarborg nie: Woning opgerig bestaande uit 2 slaapkamers, kombuis, sitkamer, badkamer.

- 2. 2.1 Die koopprys moet soos volg betaal word:
- 2.1.1 'n Deposito van tien persent (10%) by wyse van kontant of bankgewaarborgde tiek ten tyde van die verkoping.
- 2.1.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van twintig per centum (20%) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos voormeld verseker moet word deur 'n bankwaarborg wat vir die Eiser se Aktebesorger aanvaarbaar is.
- 2.2 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 balanskoopprys 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.
 - 3. Die Balju sal van enige bieër vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.
- 4. Voorwaardes: Die volledige Verkoopsvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Geteken te Somerset-Wes op die 20ste dag van Februarie 2001.

G J Smit, vir Miller Bosman Le Roux, Prokureur vir Vonnisskuldeiser, ABSA Gebou, Hoofstraat 140, Somerset-Wes. (Verw: Mnr G J Smit/ev/NA0173.) [Tel: (021) 852-3624.] P/a Miller Bosman Le Roux, Odeongebou, Kusweg, Strand.

Saak No. 13801/1997

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en SAMUEL JOHNSON MALONEY, 1ste Eksekusieskuldenaar, en LORETTA MARIA MALONEY, 2de Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op Woensdag, 2 Mei 2001 om 12h00, op die perseel:

Erf 7226, Kraaifontein, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur van Kraaifontein, Afdeling Paarl, Provinsie Wes-Kaap, groot 572 vierkante meter, gehou kragtens Transportakte Nr. T92654/1995, ook bekend as Hippostraat 5, Zoo Park, Kraaifontein.

Verkoopvoorwaardes:

- 1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, Nr. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelakte.
- 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 13,75% per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.
- 3. Die volgende verbeterings is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): *Hoofgebou:* Baksteengebou bestaande uit 3 slaapkamers, kombuis, eetkamer, sitkamer, badkamer. *Buitegebou:* 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, Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 14de dag van Maart 2001.

A J Marais, vir Marais Müller Ingelyf, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Saak No. 4503/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en E R ASPLING, Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling op die perseel te Sohngelaan 66A, Worcester, op 3 Mei 2000 om 10h00, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 12197, Worcester, groot 342 (driehonderd twee-en-veertig) vierkante meter, ½ (een halwe) aandeel gehou kragtens Transportakte Nr. T91749/98; en ½ (een halwe) aandeel gehou kragtens Transportakte Nr. T91750/98, bekend as Sohngelaan 66A, Worcester.

Verkoopsvoorwaardes:

- Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju asook by die ondergetekendes.
- 2. Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Woonhuis bestaande uit sitkamer, kombuis, 2 slaapkamers & badkamer.
 - 3. Die koopprys moet soos volg betaal word:
 - 3.1 'n Depisoto 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 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 balanskoopprys 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 12de dag van Maart 2001.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Ons verwysing: VA1362.)

Saak Nr: 208/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WORCESTER GEHOU TE WORCESTER

In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en JOHANNES WILLEM CROUS, Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling op die perseel te Eikelaan 9, Worcester, op 3 Mei 2001 om 11H00 aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 2698, Worcester, groot 714 (sewehonderd en veertien) vierkante meter, gehou kragtens Transportakte Nr T29344/93, bekend as Eikelaan 9, Worcester.

Verkoopsvoorwaardes:

- Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju asook by die ondergetekendes.
- 2. Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Woonhuis bestaande uit sitkamer, kombuis, waskamer, 2 slaapkamers, 2 badkamers & motorhuis.
 - 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 vyftien per centum (15,5%) 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 balanskoopprys 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 12de dag van Maart 2001.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Verw: VC1219.)

Case No.: 7742/2000

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 STEFANUS JOSHIE, 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 22 Oak Road, Grassy Park, at 11:00am on the 20th 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, Electric Road, Wynberg:

Erf 1364, Grassy Park, in the City of Cape Town, Cape Division, Western Cape Province, in extent 446 square metres and situate at 22 Oak Road, Grassy Park.

Improvements: The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 278 square metre main dwelling consisting of a lounge, dining room, kitchen, 6 bedrooms, 3 bathrooms with water closets and a 40 square metre outbuilding consisting of 2 garages.

Terms.

- 1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.
- 2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000,00 (seven thousand rand) minimum charges R300,00 (three hundred rands).

Dated at Cape Town this 14 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/S4152/8192.)

Case No. 6219/00

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between CAPE PRODUCE COMPANY PORT ELIZABETH (PROPRIETARY) LIMITED, Plaintiff, and CLINTON SPENSER KROON, 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 4 Botes Street, Beaufort West, at 10H00 on Thursday, the 26th 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, Beaufort West, at Chez Nous, Beaufort West.

By virtue of Deed of Transfer No. T30189/1999, is the registered owner of the property described as:

- 1. Erf 5114, Beaufort West, in the Beaufort West Municipality, Cape Division, Province of the Western Cape, in extent 933 (nine hundred and thirty three) square metres.
 - 2. Mortgage Bond No. B46656/1999 in favour of Cape Produce Company Port Elizabeth (Pty) Limited.

Terms:

- 1. 10% (ten percent) of the purchase price in cash or bank guaranteed cheque on date of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) date from the sale of the sale.
- 2. Auctioneers charges are payable on the date of the sale to be calculated as follows: 5% (five per cent) of the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three percent) up to a maximum fee of R7 000 (seven thousand rand), minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town on this the 6th day of March 2001.

Gelb Simon Shapiro Inc., Plaintiff's Attorneys, 10th Floor, 2 Long Street, Cape Town; Box 50. (Ref: Mr G Whitesman/gn/27744.)

To: The Sheriff, High Court, Beaufort West.

Saak No. 37754/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN DIE KAAP GEHOU TE KAAPSTAD

In die saak tussen ABSA BANK BEPERK, Eiser, en ISABEL KENNEDY GILLESPIE, Verweerder

In die gemelde saak sal 'n veiling gehou word op 26 April 2001 om 10H00, te Eenheid 5, Salisbury Terrace, Salisburystraat, Woodstock:

Deel 5, soos aangetoon en vollediger beskryf op Deelplan SS444/93 in the skema bekend as Salisbury Terrace ten opsigte van die grond en gebou of geboue geleë te Woodstock, in die Stad Kaapstad van welke deel die vloeroppervlakte, volgens voormelde deelplan 83 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 deur die Verweerder kragtens Transportakte ST14919/97.

'n Uitsluitlike gebruiksarea beskryf as Tuin G5 groot 24 vierkante meter, synde gedeelte van die gemeenskaplike eiendom, omvattende die grond en die skema bekend as Salisbury Terrace ten opsigte van die grond en gebou of geboue geleë te Woodstock, in die Stad Kaapstad en getoon en vollediger beskryf op Deelplan SS444/93, gehou kragtens Notariële Akte van Sessie SK3325/97.

Verkoopvoorwaardes:

- 1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelakte.
- 2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 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 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 twee slaapkamers, sitkamer, kombuis asook badkamer/toilet.
- 4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kaapstad, en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 16de dag van Maart 2001.

Marais Müller Ing., Prokureur vir Eiser, 19de Vloer, Cartwright's Corner Gebou, Adderleystraat, Kaapstad. (Verw. T. R. de Wet/ms/205934.)

Case No. 18173/2000

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and ADAM JACOBUS NEL and ANGELINE NEL, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Goodwood, in the above matter, a sale will be held on Wednesday, the 18th day of April 2001 at 09h30, at the Courthouse, Goodwood, of the following immovable property:

Erf 2946, Matroosfontein, in the City of Cape Town, Cape Division, Western Cape Province, measuring 120 square metres, held by the Defendants under Deed of Transfer T6842/97, also known as 20 Oliver Street, Valhalla Park, Matroosfontein, and comprising a dwelling 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 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 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.

Ans 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, Goodwood.

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 225979.)

Case No. 18747/2000

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 JAMES KEUR and MARLENE KEUR, Judgment Debtor

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 24th day of April 2001 at 10h00, at the Courthouse, Mitchells Plain, of the following immovable property:

Erf 3413, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, measuring 165 square metres, held by the Defendants under Deed of Transfer T38347/94, also known as 27 Denneslot, Westridge, Mitchells Plain, and comprising a dwelling consisting of 2 bedrooms, open plan kitchen, a 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 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.

Ans 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 219970.)

Saak No. 56/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK PIKETBERG GEHOU TE LAAPLEK

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en JACOBA ALETTA VOS, 1ste Verweerder, en JOHANNES LODEWIKUS VOS, 2de Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 5 Januarie 2001, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 26 April 2001 om 10h00 op die perseel te Voortrekkerweg 123, Veldrif, 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 158, Velddrif, in die Munisipaliteit Bergrivier, Afdeling Piketberg, provinsie Wes-Kaap, groot 1 189 (eensuisend eenhonderd nege en tagtig) vierkante meter, gehou kragtens Transportakte T77667/1992.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n enkelverdieping besigheidsperseel bestaande uit 3 winkels en 4 skakelhuise met asbesdak en baksteenmure.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C J Veldtman (Tel. 939-0040) en/of Die Balju vir die Landdroshof, F N Theron, Piketberg [Tel. (022) 913-2578.]

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, C J Veldtman (Tel. 939-0040) en/of Die Balju vir die Landdroshof, F N Theron, Piketberg [Tel. (022) 913-2578.]

Datum: 14 Maart 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. [Verw. CJV/RB/5009(a).]

Saak No. 55/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK PIKETBERG GEHOU TE LAAIPLEK

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en J A VOS, 1ste Verweerder, OMEGA VIDEO SERVICES CC, 2de Verweerder, en J L VOS, 3de Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 5 Januarie 2001, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 26 April 2001 om 10h30 op die perseel te Kerklaan, Veldrif, 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 692, Velddrif, in die Munisipaliteit Bergrivier, Afdeling Piketberg, provinsie Wes-Kaap, groot 1 875 (eensuisend agthonderd sewe en vyftig) vierkante meter, gehou kragtens Transportakte T75238/1994.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonhuis met dubbel verdieping woonstelblok bestaande uit 18 woonstelle 3 x 2 slaapkamers en 15 x 1 slaapkamers.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C J Veldtman (Tel. 939-0040) en/of Die Balju vir die Landdroshof, F N Theron, Piketberg [Tel. (022) 913-2578.]

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, C J Veldtman (Tel. 939-0040) en/of Die Balju vir die Landdroshof, F N Theron, Piketberg [Tel. (022) 913-2578.]

Datum: 14 Maart 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. [Verw. CJV/RB/5009(b).]

Saak No. 938/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen BREDASDORP MUNISIPALITEIT, Eiser, en J PATELL, Verweerder

Ingevolge 'n vonnis gelewer op 18 Augustus 2000, in the Bredasdorp Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 20 April 2001 om 11:00, te Landdroskantoor, Langstraat, Bredasdorp, aan die hoogste bieër:

Beskrywing: Erf 4006, Bredasdorp, geleë in die Munisipaliteit en Afdeling Bredasdorp, Provinsie Wes-Kaap.

Erfnommer: 4006. Grootte: 209 m².

Eiendomsadres: Sabatstraat 73, Bredasdorp.

Verbeterings: Die eiendom is verbeter met 'n woonhuis, soos gehou deur die skuldenaar kragtens Akte van Transport T88243/99.

Vernaamste voorwaardes: Tien persent (10%) van die koopprys van die eiendom tesame met die Baljukommissie, moet onmiddellik na die veiling betaal word. Die balans-koopprys, tesame met rente bereken vanaf die datum van verkoping tot die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapswaarborg wat binne veertien (14) dae na die verkoping, ingedien moet word by die Eiser se prokureur.

Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, distrik van Bredasdorp, Kerkstraat, Bredasdorp.

Gedateer te Bredasdorp op hierdie 15de dag van Maart 2001.

L. le Riche, for Luttig & Seun, Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280. (Verw. Z11803.PT.)

Case No. 15173/2000

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

NEDCOR BANK LIMITED, versus ROSEWELL ZINGISA TITUS.

The following property will be sold in execution by public auction held at 27A Hampstead Village, Claremont, to the highest bidder on Monday, 23 April 2001 at 10:00:

Section No. 7, Hampstead Village, in extent 106 (one hundred and six) square metres, held by Deed of Transfer ST14050/96, situated at 27A Hampstead Village, Claremont.

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: One duplex townhouse with brick walls and tiled roof consisting of 2 bedrooms, kitchen, lounge, bathroom and 2 toilets.
- 3. Payment: 10% (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 1st 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/CT2992.)

Case No. 20009/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOERESIET AHJUM, Defendant

In pursuance of a judgment in the above Court and a warrant of execution dated 22 September 2000, the following property will be sold in execution on Tuesday, 17 April 2001 at 11h00, to the highest bidder at the site of the property:

Erf 137772, Cape Town at Athlone, in extent 276 (two hundred and seventy six) square metres, held by Deed of Transfer T16450/2000, situated at 24 Athwood Road, Newfields.

Description: Single brick dwelling under asbestos roof comprising of kitchen, lounge, dining-room, 3 bedrooms, bathroom and 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 aforegoing, 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 13th day of February 2001.

S R Boyes, for Buchanan Boyes, Plaintiff's Attorney, First Floor, 26 First Avenue, Fish Hoek. (Ref. SRB/lc/21A/V47741.)

Case No. 23159/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and NGCWANGU RICHMAN MZIWENDODA, Defendant

In pursuance of a judgment granted on 4/05/2000, 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 3/05/2001 at 10H00, at Mitchells Plain Court, to the highest bidder:

Description: Erf 24192, Khayelitsha, in the City of Cape Town Municipality Cape Division, Province Western Cape, also known as Pear Circle 6, Tembani, 7784, Khayelitsha, in extent (0) Unknown.

Improvements: 3 bedrooms, kitchen, lounge and bathroom/toilet.

Held by the Defendant in his name under Deed of Transfer T1463/1994.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay 10% of the purchase price in cash or by bank-guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Mitchells Plain this 27th day of February 2001.

E. C. Jearey, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; PO Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/cb/T0500/640.)

Case No. 15275/00

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

In the matter between CITY OF TYGERBERG, Plaintiff, and MARASI MLUNGISI, Defendant

In pursuance of judgment granted on 11 July 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 3 May 2001 at 10:00 at Mitchells Plain Court to the highest bidder:

Description: Erf 315, Khayelitsha in the City of Cape Town Municipality, Cape Division Province, Western Cape, also known as Tulani Street 35 A275 T1V1 7784, Khayelitsha Erf No. 10 009 060 00315, in extent (o) unknown.

Improvements: Bedroom, kitchen, bathroom and toilet, held by the Defendant in his name under Deed of Transfer T20026/97.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
- 2. The purchaser shall pay 10% of the purchase price in cash or by bank-guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Mitchells Plain this 27th day of 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.] (Ref. ECJ/cb/T0500/1392.)

Case No. 7600/00

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 YUSUF ISAACS, First Execution Debtor, and GHAIROONISA ISAACS, Second Execution Debtor

In execution of the judgment of the High Court a sale will be held at the site of the premises being 18 Pine Close, Ottery, on 30 April 2001 at 12:00, to the highest bidder:

Erf 3754, Portion of Erf 1221, Ottery, measuring two hundred and seventy square metres, situated at 18 Pine Close, Ottery, 7800.

Property description: A brick residential dwelling under a tiled roof comprising a lounge, dining-room, kitchen, three bedrooms, one and a half bathroom, shower and two toilets, held by Title Deed T36227/1994.

- The sale is subject to the terms and conditions hereunder and the property being sold is sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser.
- 2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the High Court.

Dated at Cape Town on this 8th day of February 2001.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; P.O. Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref. COL/BBS/Z05954.)

Saak No. 48/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN TULBAGH GEHOU TE TULBAGH

In die saak tussen K G A LEWENS BEPERK, Eiser, en PANORAMA BEGRAFNISDIENSTE, Verweerder

Ter uitvoering van 'n vonnis verkry in die Landdroshof Tulbagh gedateer 4 Augustus 2000 en 'n lasbrief vir eksekusie sal die hiernabeskrewe vaste eiendom op Woensdag, 25 April 2001 om 11:00 by die Landdroshof, Piet Retiefstraat, Tulbagh per publieke veiling in eksekusie verkoop word aan die hoogste bieër sonder reserwe:

Erf 1917, Tulbagh, geleë in die munisipaliteit en afdeling Tulbagh, provinsie Wes-Kaap, groot 200 vierkante meter, gehou kragtens Transportakte T45344/98.

Liggingsadres: Kasuurstraat 42, Tulbagh.

Verkoopvoorwaardes:

- 1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshowe en Reëls asook die voorwaardes van die titelakte waaronder die eiendom gehou word.
- 2. Een tiende (¹/₁₀) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen 24,2% p.j. of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van die verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping vir Vonnisskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.
- 3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word welke verdere voorwaardes ter insae lê by die kantore van die Balju Tulbagh en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbeteringe is die volgende: Twee slaapkamers, eetkamer/kombuis (oopplan), toilet en asbes dak.

Gedateer te Durbanville hierdie 14de dag van Februarie 2001.

A. D. Kruger, vir Smit Kruger Ingelyf, Wellingtonweg 32 (Posbus 33), Durbanville, 7550. (Verw. ADK/BM/B01570.)

Case No. 528/2000

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), Judgment Creditor, and PATRICK ALLEN MATTHEWS, First Judgment Debtor, and LINDY JOAN MATTHEWS, Second Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate of Wynberg, the following will be sold in execution at 7 May 2001 at 12h00, on site to the highest bidder:

Erf 80781, Cape Town at Heathfield, Cape, 401 square metres, held by Deed of Transfer T99246/23, situate at 16 Seven Oaks Road, Heathfield.

Single brick dwelling under asbestos roof consisting of 3 bedrooms, bathroom/toilet, lounge, kitchen and garage.

- The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and of the title deeds insofar as these are applicable.
- 2. A deposit of ten percent of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.
- 3. The balance (plus interest at the current rate of 22,00% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.
 - 4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 5. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Cape Town on this 9 February 2001.

C & A Friedlander Inc., Judgment Creditor's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref. C L Silverwood/Z01010.)

Case No. 34353/97

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), Judgment Creditor, and AZIZA PROPERTY INVESTMENTS CC, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate of Wynberg, the following will be sold in execution at 4 May 2001 at 14h00, on site to the highest bidder:

Erf 76148, Cape Town at Southfield, Cape, 687 square metres, held by Deed of Transfer T14174/90, situate at 2 Andrew Road, Southfield.

Single dwelling under tiled roof consisting of 4 bedrooms, lounge, kitchen, bathrooms/toilet, double garage and granny flat.

- 1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and of the title deeds insofar as these are applicable.
- 2. A deposit of ten percent of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.
- 3. The balance (plus interest at the current rate of 20,00% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.
 - 4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Cape Town on this 9 February 2001.

C & A Friedlander Inc., Judgment Creditor's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref. C L Silverwood/Z02281.)

Saak No. 3731/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en HENDRICK MITAS, 1ste Eksekusieskuldenaar, en ANTIONETTE CORNELIA MITAS, 2de Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op Woensdag, 2 Mei 2001 om 09h00, by die Landdroshof, Kuilsrivier:

Erf 1396, Kleinvlei, geleë in die plaaslike gebied van Blue Downs, Afdeling Stellenbosch, groot 272 vierkante meter, gehou kragtens Transportakte Nr. T12348/1994, ook bekend as Parklastraat 9, Kleinvlei, Eersterivier.

Verkoopvoorwaardes:

- 1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe Nr. 32 van 1944 en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.
- 2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 16,5% 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 Asbesdak woning met 2 slaapkamers, sitkamer, TV-kamer, kombuis, badkamer en toilet.
- 4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 15e dag van Februarie 2001.

A J Marais, vir Marais Müller Ingelyf, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (9035191.)

Saak No. 10462/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen: SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en PHILLIP MOSES, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op Woensdag, 2 Mei 2001 om 09h00 by die Landdroshof, Kuilsrivier, bestaan uit:

Erf 4062, geleë in die plaaslike gebied van Blue Downs, afdeling Stellenbosch, groot 312 vierkante meter, gehou kragtens Nr. T87306/1994, ook bekend as Everestweg 14, Heatherpark, Eersterivier.

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 titelbewys.
- 2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van, 15,250% 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 Teëldakwoning met 2 slaapkamers, kombuis, sitkamer, badkamer, toilet en motorhuis.
- 4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 15de dag van Februarie 2001.

A. J. Marais, vir Marais Müller Ingelyf, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Saak No. 1146/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

In die saak tussen: HERMANUS MUNISIPALITEIT, Eiser, en E W SYKES, 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 20 April 2001 om 09:00 in die veilingslokaal van die Balju se kantoor te Arumstraat 11-B, Industriële Gebied, Hermanus.

Erf 230, Hawston, in die Overstrand Munisipaliteit, afdeling Caledon, provinsie Wes-Kaap, groot 634 vierkante meter, geleë te Lincoln Close 230, Hawston, gehou kragtens Transportakte Nr. T16839/1987.

Die eiendom bestaan uit 'n leë erf.

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 transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.
- 3. Die volledige verkoopsvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Hermanus, se kantoor.

Aan: Die Balju van die Hof, Landdroshof, Hermanus, 7200.

Guthrie & Theron, Prokureurs vir Eiser, Hoofweg 77, Hermanus, 7200.

Case No. 32/1999

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

In the matter between NEDCOR BANK LIMITED versus WARREN ANDRÉ VAN EYK

The following property will be sold in execution by public auction held at 332 College Road, Fisherhaven, to the highest bidder on Friday, 20 April 2001 at 2.00 pm:

Erf 332, Fisherhaven, in extent 981 (nine hundred and eighty-one) square metres, held by Deed of Transfer T13307/1995, situate at 332 College Road, Fisherhaven.

Conditions of sale:

- 1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.
- 2. The following information is furnished but not guaranteed: A dwelling, consisting of 3 bedrooms, bathroom and other room.
- 3. Payment: Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 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 16th 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/122178.)

Saak No. 4753/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen: ABSA BANK BEPERK, Eiser, en HOWARD OWEN PETERSEN, Eerste Verweerder, en ALZETTE BERNADETTE PETERSEN, Tweede Verweerders

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 7 Junie 2000 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Maandag, 23 April 2001 om 09h00 voor die Landdroskantoor, Van Riebeeckweg, Kuilsrivier, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word.

Erf 8339, Brackenfell, in die Oostenberg Munisipaliteit, Afdeling Stellenbosch, Provinsie van die Wes-Kaap, geleë te Chanel Place 17, Northpine, Brackenfell, groot 366 vierkante meter, gehou kragtens Transportakte Nr. T40448/1989.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met drie slaapkamers, sitkamer, kombuis, badkamer en toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. I. J. Hugo, Norhumberlandweg 29, Bellville (Tel. 948-8326).

Verkoopsvoorwaardes: Die volledige verkoopsvoorwaardes lê ter insae by die Balju, mnr. I. J. Hugo, Northumberlandweg 29, Bellville. (Tel. 948-8326.)

Datum: 19 Februarie 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/A815.)

Case No. 23279/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and MNOSI ETHEL VUYISWA, Defendant

In pursuance of judgment granted on 19/04/2000, 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 3/05/2001 at 10H00 at Mitchells Plain Court to the highest bidder.

Description: Erf 34931, Khayelitsha, in the City of Cape Town Municipality, Cape Division, Province Western Cape, also known as Luvuyo Drive 24, Bongweni, 7784, Khayelitsha, in extent (0) unknown.

Improvements: 2 bedrooms, kitchen, lounge, bathroom & toilet.

Held by the Defendant in its name under Deed of Transfer No. T87265/96.

- 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 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 Mitchells Plain on this 27th day of 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.] (Ref. ECJ/cb/T0500/1020.)

Case No. 15315/00

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

In the matter between CITY OF TYGERBERG, Plaintiff, and MNYAMANA VOTINI FRANK, Defendant

In pursuance of judgment granted on 19/04/2000, 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 3/05/2001 at 10H00 at Mitchells Plain Court to the highest bidder.

Description: Erf 251, Khayelitsha, in the City of Cape Town, Municipality Cape Division, Province Western Cape, also known as Makwelo Street 41 A325 T1V1 7784, Khayelitsha Erf No 10 009 060 00251, in extent (0) unknown.

Improvements: Bedroom, kitchen, bathroom & toilet.

Held by the Defendant in its name under Deed of Transfer No. T98135/96.

- 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 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 Mitchells Plain on this 27th day of 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.] (Ref. ECJ/cb/T0500/1343.)

Case No. 22565/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and TEFFO TEMBAKAZI, Defendant

In pursuance of judgment granted on 04/05/2000, 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 3/05/2001 at 10h00, at Mitchells Plain Court, to the highest bidder:

Description: Erf 24412, Khayelitsha, in the City of Cape Town Municipality Cape Division, Province Western Cape, also known as 6 Southern Cros Avenue, Ikwezi Park, 7784, Khayelitsha, in extent unknown.

Improvements: 3 bedrooms, kitchen, lounge and bathroom/toilet.

Held by the Defendant in its name under Deed of Transfer No. TL1473/89.

- 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 Mitchells Plain this 27 February 2001.

EC Jearey, for Malan Laas & Scholtz Inc., Plaintiff's Attorney, 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/cb/T0500/475.)

Case No. 22433/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and GALI LULAMA THELMA NOLUNTU, Defendant

In pursuance of judgment granted on 25/02/2000, 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 3/05/2001 at 10h00, at Mitchells Plain Court, to the highest bidder:

Description: Erf 26725, Khayelitsha, in the City of Cape Town, Municipality Cape Division, Province Western Cape, also known as Moondust Walk, 32 Ikwezi Park, 7784, Khayelitsha, in extent unknown.

Improvements: 2 bedrooms, kitchen, lounge, bathroom & toilet.

Held by the Defendant in its name under Deed of Transfer No. T20237/95.

- 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 Mitchells Plain this 20 February 2001.

E Jeary, for Malan Laas & Scholtz Inc., Plaintiff's Attorney, 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/sr/T0500/46.)

Case No. 22666/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and FATYELA MAXWELL NKOSINATI, Defendant

In pursuance of judgment granted on 14/04/2000, 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 3/05/2001 at 10h00, at Mitchells Plain Court, to the highest bidder:

Description: Erf 26678, Khayelitsha, in the City of Cape Town Municipality Cape Division, Province Western Cape, also known as Lunar Crescent, 53 Ikwezi Park, 7784, Khayelitsha, in extent unknown.

Improvements: 3 bedrooms, kitchen, lounge, bathroom & toilet.

Held by the Defendant in its name under Deed of Transfer No. T43530/94.

- 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 Mitchells Plain this 27 February 2001.

E Jeary, for Malan Laas & Scholtz Inc., Plaintiff's Attorney, 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/sr/T0500/258.)

Case No. 22746/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and GOVUZA WELLINGTON MONGEZI, Defendant

In pursuance of judgment granted on 14/04/2000, 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 3/05/2001 at 10h00, at Mitchells Plain Court, to the highest bidder:

Description: Erf 24254, Khayelitsha, in the City of Cape Town Municipality Cape Division, Province Western Cape, also known as Saturn Crescent, 13 Ikwezi Park, 7784, Khayelitsha, in extent unknown.

Improvements: 2 bedrooms, kitchen, lounge and bathroom/toilet.

Held by the Defendant in its name under Deed of Transfer No. T20234/95.

- 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 Mitchells Plain this 27 February 2001.

E Jeary, for Malan Laas & Scholtz Inc., Plaintiff's Attorney, 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/sr/T0500/285.)

Case No. 24749/2000

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

In the matter between ABSA BANK LIMITED, formerly t/a ALLIED BANK, Plaintiff (Execution Creditor), and JOSEPH PETER BRITZ, First Defendant (First Execution Debtor), and MINA BRITZ, Second Defendant (Second Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Mitchells Plain and a writ of execution dated December 2000, a sale in execution will take place on Tuesday, the 24th day of April 2001 at 10h00, at the Mitchells Plain Court House, of

Certain Erf 23947, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, situate at 8 Oude Kloof, New Tafelsig, Mitchells Plain, measuring 120 (one hundred and twenty) square metres, held by the Execution Debtor under Deed of Transfer Number T7527/94.

The property is a dwelling house of brick walls under asbestos roof comprising approximately three bedrooms, kitchen, lounge, bathroom and toilet.

This sale in execution shall be subject to the following conditions:

- 1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.
- 2. Ten 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 Mitchells Plain who shall be the auctioneer.

Dated at Cape Town this 13th day of March 2001.

T A Goldschmidt, for MacCallums Inc., Execution Creditor's Attorneys, 2nd Floor, 35 Wale Street, Cape Town, 8001. (Ref. TAG/KD/V65167.)

SALE IN EXECUTION

NEDCOR BANK LIMITED versus | M & K M ROBERTS

Wynberg. Case No. 767/98.

The property: Erf 130556, Retreat, in extent 205 square metres, situate at 66 Sullivan Road, Retreat.

Improvements (not guaranteed): Single dwelling, brick walls, asbestos roof, 2 bedrooms, lounge, kitchen and bathroom/ toilet.

Date of sale: 18 April 2001 at 2.00 p.m.

Place of sale: 66 Sullivan Road, Retreat.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg South.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 23160/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and NDLAZILWANA SITEMBISO ATTILA, Defendant

In pursuance of judgment granted on 20/04/2000, 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 3/05/2001 at 10h00, at Mitchells Plain Court, to the highest bidder:

Description: Erf 224189, Khayelitsha, in the City of Cape Town Municipality Cape Division, Province Western Cape, also known as 8 Capital Drive, Tembani, 7791, Khayelitsha, in extent unknown.

Improvements: 3 bedrooms, kitchen, lounge, bathroom & toilet.

Held by the Defendant in its name under Deed of Transfer No. TL30125/89.

- 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 Mitchells Plain this 27 February 2001.

E Jeary, for Malan Laas & Scholtz Inc., Plaintiff's Attorney, 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/cb/T0500/647.)

Case No. 22653/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and SOTENJWA DALUVUSO RACHAEL, Defendant

In pursuance of judgment granted on 25/02/2000, 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 3/05/2001 at 10h00, at Mitchells Plain Court, to the highest bidder:

Description: Erf 26696, Khayelitsha, in the City of Cape Town Municipality Cape Division, Province Western Cape, also known as Moondust Walk, 88 Ikwezi Park, 7784, Khayelitsha, in extent unknown.

Improvements: 2 bedrooms, kitchen, lounge, bathroom & toilet.

Held by the Defendant in its name under Deed of Transfer No. T84095/94.

- 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 Mitchells Plain this 27 February 2001.

E Jeary, for Malan Laas & Scholtz Inc., Plaintiff's Attorney, 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/sr/T0500/242.)

Case No. 23147/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and BILLIE MXOLISI LEONARD, Defendant

In pursuance of judgment granted on 4/05/2000, 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 3/05/2001 at 10h00, at Mitchells Plain Court, to the highest bidder:

Description: Erf 24069, Khayelitsha, in the City of Cape Town Municipality Cape Division, Province Western Cape, also known as Hope Street 4, Tembani, 7784, Khayelitsha, in extent unknown.

Improvements: 3 bedrooms, kitchen, lounge and bathroom/toilet.

Held by the Defendant in its name under Deed of Transfer No. T62261/88.

- 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 Mitchells Plain this 27 February 2001.

E Jearey, for Malan Laas & Scholtz Inc., Plaintiff's Attorney, 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/sr/T0500/603.)

Case No. 16978/00

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and DOUGLAS MAGONIE, First Defendant, and VERONICA MAGONIE, Second Defendant

Pursuant to the judgment of the above Court granted on the 5th October 2000 and a writ of execution issued thereafter, the undermentioned property will be sold in execution at 10h00 on Tuesday, 24 April 2001, at the Court house being Magistrate's Court, 1st Avenue, Eastridge, Mitchells Plain, to the highest bidder:

Erf 37197, Mitchells Plain, in the City of Cape Town, Division Cape, Western Cape Province, in extent 128 (one hundred and twenty eight) square metres, held under Deed of Transfer No. T74398/92.

Street address: 16 Oval East Street, Beacon Valley, Mitchells Plain.

The following improvements are situated on the property, although in this respect nothing is guaranteed: Brick building, asbestos roof, 3 bedrooms, kitchen, lounge, bathroom and 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 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, District of Mitchells Plain, 2 Mulberry Way, Strandfontein.

Signed at Cape Town this 14th day of March 2001.

B van der Vyver, for Walkers Inc., Plaintiff's Attorneys, 15th Floor, Pleinpark Building, Plein Street, Cape Town. (Ref.: BVDV/gm/W76692.)

Case No: 24321/2000

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

In the matter between: UNIBANK SAVINGS AND LOANS LIMITED, Judgement Creditor, and NEVILLE JOHN SNYDERS, 1st Judgment Debtor, and SANDRA SNYDERS, 2nd Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Tuesday, the 24th day of April 2001 at 10H00:

Erf 11237, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, also known as 37 Phantom Road, Rocklands, Mitchells Plain, in extent 160 (one hundred and sixty) square metres.

Comprising the following information is furnished but not guaranteed: Brick building, asbestos roof, fully vibre-crete fence, burglar bars, garage, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom & toilet.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts' Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for 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. [KG Kemp, Tel: (021) 945-3646.] (Ref: KG Kemp/WB/B962.)

Case No. 15320/00

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

In the matter between CITY OF TYGERBERG, Plaintiff, and GANTSHO VELELI, Defendant

In pursuance of judgment granted on 11/07/2000, 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 3/05/2001 at 10H00 at Mitchells Plain Court to the highest bidder:

Description: Erf 260, Khayelitsha, in the City of Cape Town Municipality Cape Division Province, Western Cape, also known as Makwelo Street 23 A334 T1V1 7784, Khayelitsha, Erf No 10 009 060 00260, in extent (0) unknown.

Improvements: Bedroom, kitchen, bathroom & toilet.

Held by the Defendant in his name under Deed of Transfer No. T92103/96.

- 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 27 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.] (Ref: ECJ/cb/T0500/1334.)

Case No 35849/2000

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

In the matter between NEDCOR BANK LIMITED versus CHAD GRAINGER

The following property will be sold in execution by public auction held at Unit 1, York Mews, Green Point, to the highest bidder on Tuesday, 24 April 2001 at 10.00 AM:

Section No 2, in the scheme known as York Mews, in extent 62 (sixty two) square metres, held by Deed of Transfer ST.11094/98, situate at Unit 1, York Mews, Green Point.

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: Semi-detached brick dwelling with tiled roof, bedroom, bathroom, kitchen, lounge, security block with under cover parking.
- 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 13,50% 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 7th day of March 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town. (Tel: 419-6469.) (Ref: Mrs D Jardine/C04061.)

Case No 1363/2000

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

In the matter between NEDCOR BANK LIMITED versus DAVID WILLIAMS

The following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on Thursday, 19 April 2001 at 10:00 AM:

Erf 24348, Mitchells Plain, in extent 180 (one hundred and eighty) square metres, held by Deed of Transfer T83885/97, situate at 18 Nutcracker Crescent, Eastridge, Mitchells Plain.

Conditions of sale:

- 1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.
- 2. The following information is furnished but not guaranteed: Brick building with tiled roof, partly vibre crete fence, 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 this 8th day of March 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town. (Tel: 419-6469.) (Ref: Mrs D Jardine/CT1001.)

Case No 503/2000

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

In the matter between NEDCOR BANK LIMITED versus BARRY BASIL MARTIN and ARLENE JANINE MARTIN

The following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on Thursday, 19 April 2001 at 10:00 AM:

Erf 12268, Mitchells Plain, in extent 160 (one hundred and sixty) square metres, held by Deed of Transfer T53846/99, situate at 38 Kittyhawk Street, Rocklands.

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.
- The following information is furnished but not guaranteed: Brick dwelling with tiled roof, vibre crete fence, burglar bars,bedrooms, open plan kitchen, lounge, bathroom and toilet.
- 3. Payment: Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,75% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 8th day of March 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town. (Tel: 419-6469.) (Ref: Mrs D Jardine/147789.)

Case No 17715/99

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

In the matter between NEDCOR BANK LIMITED versus NIKLAAS HENRY DIRKS and AELIA DIRKS

The following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on Thursday, 19 April 2001 at 10:00 AM:

Erf 32165, Mitchells Plain, in extent 110 (one hundred and ten) square metres, held by Deed of Transfer T31349/99, situate at 11 Hengelaar Crescent, Beacon Valley.

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, fully vibre-crete fence, 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 this 8th day of March 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town. (Tel: 419-6469.) (Ref: Mrs D Jardine/134283.)

Saakno 17942/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WYNBERG GEHOU TE WYNBERG

In die saak tussen FBC FIDELITY BANK BEPERK, Eiser, en JEFFREY RICHARD COHEN, Verweerder

Ter uitvoering van 'n vonnis verkry in die Landdroshof, Wynberg, gedateer 7 Julie en 'n lasbrief vir eksekusie, sal die hiernabeskrewe vaste eiendom op Woensdag, 2 Mei 2001 om 15h00 by die perseel per publieke veiling in eksekusie verkoop word aan die hoogste bieër sonder reserwe:

Restant Erf 51869, Kaapstad, te Claremont, in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 709 vierkante meter, gehou kragtens Transportakte Nr 55031/84.

Liggingsadres: Leeweg 8, Claremont.

Verkoopvoorwaardes:

- Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshowe en Reëls asook die voorwaardes van die titelakte waaronder die eiendom gehou word.
- 2. Een tiende (1/10) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen 24,2% p.j. of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van die verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping vir Vonnisskuldeiser voorsien van 'n bank- of bouverenigingswaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.
- 3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word welke verdere voorwaardes ter insae lê by die kantore van die Balju, Wynberg, en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbeteringe is die volgende: Woning met baksteenmure, teëldak, 3 slaapkamers, solderkamer, kantoor, eetkamer, sitkamer, kombuis, toilet, badkamer en waskamer. Aparte dubbelgarage gebou van stene met sinkdak.

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/B01073.)

Case No. 1413/2000

IN THE CAPE OF GOOD HOPE PROVINCIAL DIVISION OF THE HIGH COURT OF SOUTH AFRICA

In the matter between ABSA BANK LIMITED, Plaintiff, and STAND 21769 STRAND CC, Defendant

The following property will be sold in execution by public auction held at E3 Emerald Bay, Beach Road, Strand, to the highest bidder on 20 April 2001 at 11:00 am:

I. A unit consisting of:

(a) Section No. 31, as shown and more fully described on Sectional Plan No. SS11/1996, in the scheme known as Emerald Bay, in respect of the land and building or buildings situate at the Strand in the Helderberg Municipality of which section the floor area, according to the said sectional plan, is 132 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.
- II. An exclusive use area described as Yard No. Y3 measuring 38 square metres being as such part of the common property comprising the land and the scheme known as Emerald Bay in respect of the land and building or buildings situate at the Strand, in the Helderberg Municipality as shown and more fully described on Sectional Plan No. SS11/1996, and held under notarial Deed of Cession No. SK92/96, situate at E3 Emerald Bay, Beach Road, Strand.
- 1. The following improvements on the property are reported, but nothing guaranteed, namely 3 bedrooms, garage, 2 bathrooms, lounge and kitchen.
 - 2. Conditions:

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

Dated at Cape Town on this 6th day of March 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town. (Ref: T M Chase/BdlB/CT0221.)

Case No. 7599/00

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), Registration No. 51/00847/06 (through its NBS Division), Execution Creditor, and CLAUDE EDWARD MEYER, Execution Debtor

In execution of the Judgment of the High Court, a sale will be held at the site being 10 Koedoe Street, Brackenfell, on 24 April 2001 at 10H30 AM, to the highest bidder:

Erf 1934, Brackenfell, measuring eight hundred and twenty two square metres, situated at 10 Koedoe Street, Brackenfell, 7580.

Property description: A single storey brick residential dwelling under an asbestos roof comprising lounge, dining room, kitchen, 3 bedrooms, one and a half bathroom, shower, 2 toilets, double garage, en-suite, outside toilet and shower, wendy house, swimming pool, tiled bar and entertainment room, held by Title Deed T35599/85.

- 1. The sale is subject to the terms and conditions hereunder and the property being sold is sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser.
- 2. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the High Court.

Dated at Cape Town on 27 February 2001.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel No: 418-2020.) (Reference: COL/BBS/Z05953.)

Case No. 8365/2000

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

In the matter between NEDCOR BANK LIMITED versus HILTON PAUL BRANDT and FELICITY BRANDT

The following property will be sold in execution by public auction held at Goodwood Court, to the highest bidder on Thursday, 19 April 2001 at 9.30 AM:

Erf 765, Matroosfontein, in extent 468 (four hundred and sixty eight) square metres, held by Deed of Transfer T21734/89, situate at 76 Emms Road, Matroosfontein.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

- 2. The following information is furnished but not guaranteed: Asbestos roof, brick walls, lounge, kitchen, 3 bedrooms, bathroom, toilet and garage.
- 3. Payment: Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate 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 2nd day of March 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town. (Tel: 419-6469.) (Ref: Mrs D Jardine/CT5152.)

Case No. 20576/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and RONNIE ABRAHAMS, 1st Defendant, and ANNALENE ABRAHAMS, 2nd Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River and writ of execution dated the 16th of December 2000, the following property will be sold in execution on the 18th of April 2001 at 09H00 AM at the Magistrate's Court, Kuils River:

Certain: Erf Number 1583, Scottsdene, in the Stellenbosch Division, in the Province of the Western Cape, measuring 404 square metres, held by Deed of Transfer No T73824/1992, consisting of three bedrooms, bathroom, toilet, lounge and kitchen.

Street address: 3 Beldia Close, Scottsdene.

- 1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and of the title deeds in so far as these are applicable.
- 2. Payment: A deposit of 10 (ten) percent of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale.

The balance (plus interest at the current rate of 14,5 percent per annum, capitalised monthly and calculated on the full purchase price from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the Sheriff or auctioneer immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

Dated at Cape Town on 27 February 2001.

Jan S De Villiers, Attorneys for Plaintiff, 16th Floor, No 1 Thibault Square, Cape Town. (Ref: lvt/K6105.)

Case No. 20522/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and KATHLEEN ESAU, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River and writ of execution dated the 8th of January 2001, the following property will be sold in execution on the 23rd of April 2001 at 09h00 at the Magistrate's Court, Kuils River:

Certain: Erf 2346, Eersterivier, Stellenbosch Division, in the Province of the Western Cape, measuring 406 square metres, held by Deed of Transfer T41029/1993, consisting of tiled roof, two bedrooms, lounge, kitchen, bathroom and toilet.

Street address: 48 Waratah Street, High Place, Eerste River.

- 1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and of the Title Deeds in so far as these are applicable.
- 2. Payment: A deposit of 10 (ten) per cent of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale.

The balance (plus interest at the current rate of 14,5 per cent per annum, capitalised monthly and calculated on the full purchase price from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

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 27 February 2001.

Jan S. de Villiers, Attorneys for Plaintiff, 16th Floor, No 1 Thibault Square, Cape Town. (Ref. lvt/K5785.)

Case No. 15310/00

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

In the matter between CITY OF TYGERBERG, Plaintiff, and NOFEMELE BHULWANA EDWARD, Defendant

In pursuance of a judgment of granted on 07/07/2000, 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 03/05/2001 at 10h00 at Mitchells Plain Court to the highest bidder:

Description: Erf 249, Khayelitsha in the City of Cape Town Municipality, Cape Division, Province Western Cape, also known as Makwelo Street 45 A323 T1V1 7784, Khayelitsha, Erf No 10 009 060 00249, in extent (0) unknown.

Improvements: Bedroom, kitchen, bathroom & toilet, held by the Defendant in its name under Deed of Transfer T98136/96.

- 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 Mitchells Plain this 27 February 2001.

EC Jearey, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/cb/T0500/1345.)

Case No. 12813/00

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

In the matter between BODY CORPORATE RIVERSTONE COURT, Execution Creditor, and ALAN LESLIE NEWMAN, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Wynberg and writ of execution dated 31st May 2000, and re-issued on 18th December 2000, the following property will be sold in execution, at the site of the property at 16 Riverstone Court, Riverstone Road, Wynberg, on 30th April 2001 at 10h00 to the highest bidder:

Certain:

- (a) Section 15 as shown and more fully described on Sectional Plan SS100/1997 in the scheme known as Riverstone Court in respect of the land and building or buildings situated at Cape Town in the City of Cape Town, Division Cape, Province of the Western Cape, which section the floor area according to the sectional plan is 86 (eighty-six) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST10099/1997, also known as 16 Riverstone Court, Riverstone Road, Wynberg.

Description: 2 Bedroom flat, bathroom, lounge, kitchen and balcony.

(c) An exclusive use area described as Parking P7 measuring 14 (fourteen) square metres in extent, being as such part of the common property, in the same scheme known as Riverstone Court in respect of the land and building or buildings situated at Cape Town, in the City of Cape Town, Cape Division, Province of the Western Cape, as shown and more fully described on Sectional Plan No. SS100/1997, and held under Notarial Deed of Cession of Exclusive Use Area No. SK2219/1997.

Conditions of sale:

- 1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and of the Title Deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.
 - 2. The following improvements on the property are reported but nothing is guaranteed: Sectional Title Unit.

- 3. Payment: Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the rate for which judgment was granted per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.
- 4. Conditions: The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Cape Town on this 6th day of February 2001.

Schneider Shargey & Klitzner, Attorneys for Judgment Creditor, 173 Bree Street, Cape Town. (Ref. IK/C NOLANRU2.)

Saak No. 1663/00

IN DIE LANDDROSHOF VIR DIE DISTRIK KNYSNA GEHOU TE KNYSNA

In die saak tussen NEDCOR BANK BEPERK, Eksekusieskuldeiser, en CRAIG GEORGE RITCHIE, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Knysna en 'n lasbrief vir eksekusie gedateer 1 Junie 2000, sal die volgende eiendom in eksekusie verkoop word, op 26 April 2001 om 14:00 te die gegewe perseel, soos beskryf hieronder:

Erf 8745, Knysna, in die Munisipaliteit en Afdeling van Knysna (ook bekend as Blaricum Heights, Knysna), groot 900 vierkante meter, gehou kragtens Transportakte T47411/96.

Verbeterings: 3 Slaapkamers, 2 badkamers, kombuis, sitkamer, eetkamer en familie kamer.

Verkoopvoorwaardes:

- 1. Die verkoping is onderhewig aan die bepalings van die Landdroshowe Wet Nr 32 van 1944 en die Reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande Transportakte. Die hoogste bieër 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 verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar as en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoers van 16,85% 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 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 Knysna, Uitstraat 11, Knysna, sowel as by die kantore van Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 9de dag van Maart 2001.

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

Case No. 99/3501 PH 142

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and G BUCHNER INVESTMENTS CC, First Defendant, and SAYERS, JOHN MW, Second Defendant

In pursuance of a judgment of the High Court of South Africa (Witwatersrand Local Division) granted on 13 April 1999, and a warrant of execution issued in pursuance thereof, the right, title and interest in the undermentioned property will be sold in execution on Wednesday, the 25th day of April 2001 at 13:00, by the Sheriff of the High Court of Simonstown, at 76–86 Beach Road, Muizenberg, to the highest bidder, namely:

(a) The Remaining Extent of Erven 87215, 87218 and 87220, Cape Town Township, Registration Division not available, measuring 718.000 (seven hundred and eighteen); 589.000 (five hundred and eighty nine); and 556.000 (five hundred and fifty six) square metres, in extent respectively. Held under Deed of Transfer T20156/1990 (being Empire Flats, Beach Road, Muizenberg).

- (b) 18 Separate flats, each consisting of: 2 bedrooms, lounge, separate bathroom and kitchen.
- (c) One large communal yard.

Note: Property condemned by South Peninsula Municipality and as such subject to demolition at purchaser's cost.

The purchase price shall be paid as follows:

- (a) 10% (ten percent) thereof in cash on the day of the sale; and
- (b) the balance of the purchase price in cash or by way of certified bank or building society guarantee within 14 (fourteen) days of date of sale.

The full and complete conditions of sale, which will lie for inspection at the Sheriff of the High Court, 131 St George's Street, Simonstown, Cape Town.

Dated at Johannesburg on this the 15th day of March 2001.

S Palmer, for Shaun Nel & Attorneys, Attorneys for Plaintiff, P O Box 3869, Docex 653, Johannesburg. (Tel.: 805-8640.) (Ref.: S Palmer/S0080/2.) C/o Buchanan Boyes Inc, 4th Floor, Southern Life Centre, Riebeeck Street, P O Box 395, Docex 45, Cape Town. [Tel.: (021) 419-6469.]

Saak No. 2787/99

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen ABSA BANK, Eksekusieskuldeiser, en JOHAN JOSIAS HUGO, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 13 Desember 1999, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Malmesbury, op 25 April 2001 om 10h00 te Rabiestraat 13, Malmesbury, gehou word van die ondergenoemde eiendom van die eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf Nr. 4533, Malmesbury, in die Swartland Munisipaliteit, Afdeling Malmesbury, Provinsie Wes-Kaap, groot 1 053 (een duisend drie en vyftig) vierkante meter, ook bekend as Rabiestraat 13, Malmesbury.

Na bewering is die eiendom 'n woonhuis, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 5% (vyf persent) afslaersgelde tot en met R30 000,00 en daarna 3% (drie persent) met 'n maksimum van R7 000,00 en 'n minimum van R260,00 in kontant op die veilingsdag; die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 14,5% per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik B O E Bank in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Malmesbury op 22 Maart 2001.

Pierre Du Plessis & Mostert, Prokureur vir Eksekusieskuldeiser, Veritas Gebou, Piet Retiefstraat 13, Posbus 5, Malmesbury, 7299. [Tel: (022) 482-1101.]

Saak No. 2124/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en DIE SUNNY LODGE TRUST (Nr. IT4210/96), 1ste Eksekusieskuldenaar, en ANTHEA LOUIS MURPHY, 2de Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 22 Januarie 2001, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Malmesbury, op 3 Mei 2001 om 10h00 te Dassen Eiland Rylaan 69, Yzerfontein, gehou word van die ondergenoemde eiendom van die eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf Nr. 1035, Yzerfontein, in die Swartland Munisipaliteit Afdeling Malmesbury, Provinsie Wes-Kaap, groot 1 325 (een duisend drie honderd vyf en twintig) vierkante meter, ook bekend as Dassen Eiland Rylaan 68, Yzerfontein.

Na bewering is die eiendom onbeboud, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 5% (vyf persent) afslaersgelde tot en met R30 000,00 en daarna 3% (drie persent) met 'n maksimum van R7 000,00 en 'n minimum van R260,00 in kontant op die veilingsdag; die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 14,5% per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik ABSA Bank in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Malmesbury op 22 Maart 2001.

Pierre Du Plessis & Mostert, Prokureur vir Eksekusieskuldeiser, Veritas Gebou, Piet Retiefstraat 13, Posbus 5, Malmesbury, 7299. [Tel: (022) 482-1101.]

Saak No. 20992/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG: BELLVILLE ADMINISTRASIE, Eiser, en H H VELDSMAN, Verweerder

Ingevolge 'n vonnis verkry op 13 Junie 2000 in die Hof van die Landdros te Bellville, en 'n Lasbrief tot Eksekusie daarna uitgereik, sal die ondervermelde goedere op 26 April 2001 om 09:00, te Bellville Hof, voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 4749, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 273 vierkante meter, gehou kragtens Transportakte Nr T66099/1994; en ook bekend as Dullesweg 38, Delft.

Die volgende ingliting word verstrek, maar nie gewaarborg nie: 2 slaapkamers, kombuis, badkamer/toilet, sitkamer.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureurs en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 23ste dag van Maart 2001.

Du Preez Van der Merwe & Kie, Prokureurs van Eiser, h/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530. [Tel: (021) 948-8975/6.] (Verw: CE/mh/MV2212.)

Aan: Die Balju van die Landdroshof, Bellville.

Saak No. 17051/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG: BELLVILLE ADMINISTRASIE, Eiser, en A TITUS, Verweerder

Ingevolge 'n vonnis verkry op 22 Mei 2000 in die Hof van die Landdros te Bellville, en 'n Lasbrief tot Eksekusie daarna uitgereik, sal die ondervermelde goedere op 26 April 2001 om 09:00, te Bellville Hof, voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 3513, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 187 vierkante meter, gehou kragtens Transportakte Nr T47198/1994, en ook bekend as Vygiesingel 4, Delft.

Die volgende ingliting word verstrek, maar nie gewaarborg nie: 3 slaapkamers, kombuis, badkamer/toilet, sitkamer.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureurs en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 23ste dag van Maart 2001.

Du Preez Van der Merwe & Kie, Prokureurs van Eiser, h/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530. [Tel: (021) 948-8975/6.] (Verw: CE/mh/MT567.)

Aan: Die Balju van die Landdroshof, Bellville.

Saak No. 17065/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG: BELLVILLE ADMINISTRASIE, Eiser, en J A SKIPPERS, Verweerder

Ingevolge 'n vonnis verkry op 23 Junie 2000 in die Hof van die Landdros te Bellville, en 'n Lasbrief tot Eksekusie daarna uitgereik, sal die ondervermelde goedere op 26 April 2001 om 09:00, te Bellville Hof, voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 3306, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 242 vierkante meter, gehou kragtens Transportakte Nr T32858/1996, en ook bekend as Rygbossiesingel 19, Delft.

Die volgende ingliting word verstrek, maar nie gewaarborg nie: 3 slaapkamers, kombuis, badkamer/toilet, sitkamer.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureurs en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 23ste dag van Maart 2001.

Du Preez Van der Merwe & Kie, Prokureurs van Eiser, h/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530. [Tel: (021) 948-8975/6.] (Verw: CE/mh/MS1301.)

Aan: Die Balju van die Landdroshof, Bellville.

Saak No. 17151/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU GE BELLVILLE

In die saak tussen DIE STAD TYGERBERG: BELLVILLE ADMINISTRASIE, Eiser, en A. V. A. SMITH, Verweerder

Ingevolge 'n vonnis verkry op 24 Mei 2000, in die Hof van die Landdros te Bellville, en 'n Lasbrief tot Eksekusie daarna uitgereik sal die ondervermelde goedere op 26 April 2001 om 09:00, te Bellville Hof, voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 3321, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 242 vierkante meter, gehou kragtens Transportakte No. T61981/1995, en ook bekend as Roosendaalweg 159, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 2 Slaapkamers, kombuis, badkamer/toilet en sitkamer.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 23ste dag van Maart 2001.

Aan: Die Balju van die Landdroshof, Bellville.

Du Preez Van der Merwe & Kie., Prokureurs van Eiser, h/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw. CE/mh/MS1302.)

Saak No. 17088/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG: BELLVILLE ADMINISTRASIE, Eiser, en L. R. SIMONS, Verweerder

Ingevolge 'n vonnis verkry op 19 Mei 2000, in die Hof van die Landdros te Bellville, en 'n Lasbrief tot Eksekusie daarna uitgereik sal die ondervermelde goedere op 26 April 2001 om 09:00, te Bellville Hof, voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 2986, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 242 vierkante meter, gehou kragtens Transportakte No. T72515/1995, en ook bekend as Ertjiebossingel 14, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 3 Slaapkamers, kombuis, badkamer/toilet en sitkamer.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval van onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 23ste dag van Maart 2001.

Aan: Die Balju van die Landdroshof, Bellville.

Du Preez Van der Merwe & Kie., Prokureurs van Eiser, h/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw. CE/mh/MS1297.)

Saak No. 17124/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG: BELLVILLE ADMINISTRASIE, Eiser, en I. STENEBERG, Verweerder

Ingevolge 'n vonnis verkry op 23 Maart 2000, in die Hof van die Landdros te Bellville, en 'n Lasbrief tot Eksekusie daarna uitgereik sal die ondervermelde goedere op 26 April 2001 om 09:00, te Bellville Hof, voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 3360, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 253 vierkante meter, gehou kragtens Transportakte No. T52119/1994, en ook bekend as Mielieheide Slot 4, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 3 Slaapkamers, kombuis, badkamer/toilet en sitkamer.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval van onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 23ste dag van Maart 2001.

Aan: Die Balju van die Landdroshof, Bellville.

Du Preez Van der Merwe & Kie., Prokureurs van Eiser, h/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw. CE/mh/MS1316.)

Saak No. 21142/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG, BELLVILLE ADMINISTRASIE, Eiser, en K. WELLS, Verweerder

Ingevolge 'n vonnis verkry op 22 Mei 2000 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde goedere op 26 April 2001 om 09:00 te Bellville Hof voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 4254, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, provinsie Wes-Kaap, groot 282 vierkante meter, gehou kragtens Transportakte T81711/1994, en ook bekend as Papierblomsingel 3, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Twee slaapkamers, kombuis, badkamer/toilet en sitkamer. Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 23ste dag van Maart 2001.

Aan: Die Balju van die Landdroshof, Bellville.

Du Preez Van der Merwe & Kie., Prokureurs van Eiser, hoek van Frans Conradierylaan en Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw. CE/mh/MW503.)

Saak No. 21085/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG, BELLVILLE ADMINISTRASIE, Eiser, en V. M. WILLIAMS, Verweerder

Ingevolge 'n vonnis verkry op 19 Oktober 1999 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde goedere op 26 April 2001 om 09:00 te Bellville Hof voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 3996, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, provinsie Wes-Kaap, groot 316 vierkante meter, gehou kragtens Transportakte T66037/1994; en ook bekend as Tontelsingel 23, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Twee slaapkamers, kombuis, badkamer/toilet en sitkamer.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 23ste dag van Maart 2001.

Aan: Die Balju van die Landdroshof, Bellville.

Du Preez Van der Merwe & Kie., Prokureurs van Eiser, hoek van Frans Conradierylaan en Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw. CE/mh/MW499.)

Saak No. 17123/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG, BELLVILLE ADMINISTRASIE, Eiser, en D. E. SAUNDERS, Verweerder

Ingevolge 'n vonnis verkry op 23 Mei 2000 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde goedere op 26 April 2001 om 09:00 te Bellville Hof voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 3346, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, provinsie Wes-Kaap, groot 242 vierkante meter, gehou kragtens Transportakte T52047/1994, en ook bekend as Lanternheide Plein 4, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Drie slaapkamers, kombuis, badkamer/toilet en sitkamer.

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 23ste dag van Maart 2001.

Aan: Die Balju van die Landdroshof, Bellville.

Du Preez Van der Merwe & Kie., Prokureurs van Eiser, hoek van Frans Conradierylaan en Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw. CE/mh/MS1304.)

Saak No. 8157/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG, BELLVILLE ADMINISTRASIE, Eiser, en M. K. MAGULA, Verweerder

Ingevolge 'n vonnis verkry op 30 April 1999 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde goedere op 25 April 2001 om 09:00 te Kuilsrivier Hof voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 208, Mfuleni, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 285 vierkante meter, gehou kragtens Transportakte T89850/95, en ook bekend as Mbindiniweg 8, Mfuleni.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Drie slaapkamers, sitkamer, kombuis, badkamer en toilet. Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 28ste dag van Februarie 2001.

Aan: Die Balju van die Landdroshof, Bellville.

Du Preez Van der Merwe & Kie., Prokureurs van Eiser, hoek van Frans Conradierylaan en Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw. CE/mh/S0076/15.)

Saak No. 8210/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG, BELLVILLE ADMINISTRASIE, Eiser, en J. LAMBRECHT, Verweerder

Ingevolge 'n vonnis verkry op 30 April 1999 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde goedere op 25 April 2001 om 09:00 te Kuilsrivier Hof voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 493, Mfuleni, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 365 vierkante meter, gehou kragtens Transportakte TE81654/94, en ook bekend as Nkholastraat 74, Mfuleni.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Twee slaapkamers, sitkamer, kombuis en buite toilet.

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 28ste dag van Februarie 2001.

Aan: Die Balju van die Landdroshof, Bellville.

Du Preez Van der Merwe & Kie., Prokureurs van Eiser, hoek van Frans Conradierylaan en Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw. CE/mh/S0076/10.)

Saak No. 19192/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG, BELLVILLE ADMINISTRASIE, Eiser, en N. K. TSIMANGO, Verweerder

Ingevolge 'n vonnis verkry op 23 Mei 2000 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde goedere op Woensdag, 25 April 2001 om 09:00 te Kuilsrivier Hof voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 3, Mfuleni, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, provinsie Wes-Kaap, groot 274 vierkante meter, gehou kragtens Transportakte TL35780/1989, en ook bekend as Main Close 1, Mfuleni.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Drie slaapkamers, kombuis, badkamer, toilet en sitkamer.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 28ste dag van Februarie 2001.

Aan: Die Balju van die Landdroshof, Bellville.

Du Preez Van der Merwe & Kie., Prokureurs van Eiser, hoek van Frans Conradierylaan en Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw. CE/mh/MT558.)

Saak No. 8171/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG, BELLVILLE ADMINISTRASIE, Eiser, en N. M. DIKE, Verweerder

Ingevolge 'n vonnis verkry op 30 April 1999 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde goedere op Woensdag, 25 April 2001 om 09:00 te Kuilsrivier Hof voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 338, Mfuleni, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, provinsie Wes-Kaap, groot 312 vierkante meter, gehou kragtens Transportakte TE81551/1994, en ook bekend as Lukhanyostraat 20, Mfuleni.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Twee slaapkamers, kombuis, badkamer, toilet en sitkamer. Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 28ste dag van Februarie 2001.

Aan: Die Balju van die Landdroshof, Bellville.

Du Preez Van der Merwe & Kie., Prokureurs van Eiser, hoek van Frans Conradierylaan en Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw. CE/mh/D1207.)

Saak No. 21090/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG, BELLVILLE ADMINISTRASIE, Eiser, en N. H. JACOBS, Verweerder

Ingevolge 'n vonnis verkry op 19 Oktober 1999 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde goedere op Dinsdag, 24 April 2001 om 09:00 te Bellville Hof voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 3991, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 247 vierkante meter, gehou kragtens Transportakte T98475/1993, en ook bekend as Tonnelsingel 5, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Twee slaapkamers, sitkamer, kombuis, badkamer en toilet. Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 28ste dag van Februarie 2001.

Aan: Die Balju van die Landdroshof, Bellville.

Du Preez Van der Merwe & Kie., Prokureurs van Eiser, hoek van Frans Conradierylaan en Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw. CE/mh/MJ662.)

Saak No. 21449/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG, BELLVILLE ADMINISTRASIE, Eiser, en P. N. HENDRICKS, Verweerder

Ingevolge 'n vonnis verkry op 18 Mei 2000 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde goedere op Dinsdag, 24 April 2001 om 09:00 te Bellville Hof voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 3606, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, provinsie Wes-Kaap, groot 242 vierkante meter, gehou kragtens Transportakte T346/1994, en ook bekend as Veldvysingel 29, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Twee slaapkamers, sitkamer, kombuis, badkamer en toilet. Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 28ste dag van Februarie 2001.

Aan: Die Balju van die Landdroshof, Bellville.

Du Preez Van der Merwe & Kie., Prokureurs van Eiser, hoek van Frans Conradierylaan en Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw. CE/mh/MH741.)

Case No. 14455/2000

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

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and NOBOHLE BEATRICE SOMI, Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the Magistrate's Court, Goodwood, on Monday, 23 April 2001 at 09:00, namely:

Erf 112296, Cape Town, at Cape Flats, situated in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 405 (four hundred and five) square metres, held by Deed of Transfer T21420/1995, also known as 17 La Sagra Road, Monte Video.

Which property is said, without warranty as to the correctness thereof, to comprise of asbestos roof, brick walls, lounge, kitchen, three bedrooms, bathroom and garage.

Conditions of sale:

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.
- 2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.
- 3. The balance (plus interest at the current rate of 14,5% per annum, subject to change, calculated on the capital Judgment Creditors claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.
- 4. The complete conditions of sale will be read out at the time of the sale and my be inspected prior thereto at the offices of the Messenger of the Court and at the offices of the undersigned.

Dated at Cape Town on this 14th day of March 2001.

Lindsay & Associates, Plaintiff's Attorneys, 118 Kloof Street, Cape Town, 8001. (Tel. 423-7300.) (Ref. Mrs Waters/jm.) *Auctioneer:* The Sheriff of the Court, Docex 2, Goodwood.

Case No. 5/88

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

In the matter between WYNONIE CLEMENTS, Plaintiff, and BENNETT CHARLES MURRAY, Defendant

In pursuance of a judgment granted on 16 March 2001 in the Roodepoort Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 26 April 2001 at 10:00, at 124 Circle Road, Table View, to the highest bidder:

Description: Erf 12234, Milnerton, in extent 634 (six hundred and thirty-four) square metres, held by Defendant, in his name under Deed of Transfer ST41517/94.

The following improvements are reported but not guaranteed:

The property consists of a tiled roof dwelling comprising of three bedrooms with built-in-cupboards, lounge, one and a half bathrooms, kitchen with built-in-cupboards and a double garage.

- 1. The sale shall be subject to terms and conditions of the Magistrates' Courts Act and Rules made thereunder.
- 2. Payment: The purchaser shall pay ten per centum of the purchase price on the day of the sale and the balance, together with interest calculated on the Plaintiff's claim at the rate of 15,5% from the date of sale to the date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved financial institution guarantee within 14 (fourteen) days of the date of sale.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be affected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 44 Barrack Street, Cape Town.

Dated at Cape Town.

Wynonie Clements, Plaintiff, P.O. Box 333, Auckland Park, 2006.

Saak No. 627/2000

IN DIE LANDDRÖSHOF VIR DIE DISTRIK VAN CLANWILLIAM GEHOU TE CLANWILLIAM

In die saak tussen EERSTE NASIONALE BANK, Eiser, en L E SMIT BK, Eerste Verweerder, en COENRAAD HENDRIK SMIT, Tweede Verweerder

Die ondergenoemde eiendom word op Donderdag, 26 April 2001 om 10h00 geregtelik per openbare veiling verkoop te Riedemanstraat 8, Lambertsbaai aan die hoogste bieër:

Erf 319, Lambertsbaai, geleë in die Munisipaliteit van Lambertsbaai, Afdeling Clanwilliam, Provinsie Wes-Kaap, groot 714 (sewehonderd en veertien) vierkante meter, gehou kragtens Transportakte No. T73363/1998.

Voorwaardes:

- 1. Betaling: Tien (10) persent van die koopprys moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die veiling en die balans, tesame met rente daarop teen heersendee bankkoerse bereken op die Eksekusieskuldeiser se eis vanaf die datum van verkoping tot datum van transport, teen oordrag van die eiendom in die Koper se naam welke betaling verseker moet word deur 'n waarborg van 'n goedgekeurde bank of bougenootskap binne veertien (14) dae na die veiling.
 - 2. Die Balju sal van enige bieër vereis om voldoende bewys te lewer van sy vermoë om die bogenoemde deposito te betaal.
- 3. Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping gelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Vredendal hierdie 28 dag van Maart 2001.

J. D. Swanepoel, vir Swanepoel en Swanepoel, Dorpstraat 3, Vredendal. (Tel. 027-2131011.) (Verw: MR/F00163.)

Case No. 762/01 Box 299

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), Plaintiff, and GWEBILIZWE ISMAEL NDINISA (ID No. 5806105371087), First Defendant, and ELIZABETH NDINISA (married in Community of Property to each other), Second Defendant

A Sale in Execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Paarl situated at Corner of Mark and Boulevard Street, Paarl on 20 April 2001 at 10h00.

Full Conditions of Sale can be inspected at the Sheriff, Paarl, at 40 Du Toit Street, Paarl and will be read out prior to the Sale.

No warranties are given with regard to the description and/or improvements.

Property: Erf 632, Mbekweni, Paarl, Western Cape, situated at Block V199, Mbekweni, Paarl.

Improvements: Entrance hall, lounge, family room, dining-room, kitchen, 3 bedrooms and 2 bathrooms.

Dated at on this day of 2001.

L. J. Vosloo, for Steyl-Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. (Ref: LJV/jdt/FV0043.)

Case No. 1174/01 Box 299

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 WARREN VAN GRAAN (ID No. 4009305155019), First Defendant, and MAUREEN SYBIL VAN GRAAN (Born on 15 September 1942) (Married in Community of Property to each other), Second Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at Erf 79772, Cape Town, Diep River situated at 12 Shipman Road, Diep River, Cape Town on 20 April 2001 at 10h00.

Full Conditions of Sale can be inspected at the Sheriff, Wynberg South at 9-11 Electric Road, Wynberg and will be read out prior to the Sale.

No warranties are given with regard to the description and/or improvements.

Property: Erf 79772, Cape Town at Diep River situate in the Municipality of Cape Town, Cape Division, measuring five hundred (500) square metres, held by Deed of Transfer No T30108/1968, subject to the conditions therein referred to, situated at 12 Shipman Road, Diep River, Cape Town.

Improvements: Entrance hall, lounge, kitchen, 3 bedrooms, bathroom and garage.

Dated at Cape Town on this 16 day of March 2001.

L. J. Vosloo, for Steyl-Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. (Ref: LJV/jdt/FV0051.)

Case No. 1383/98

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and JOHANNES TIMMIE, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Robertson and a Warrant of Execution issued, the under-mentioned property will be sold voetstoots and without reserve in execution by public auction held at Magistrate's Office, 24 Church Street, Robertson, 6705 to the highest bidder on Tuesday 17 April 2001 at 11H00:

Erf 3286, Robertson in the Municipality and Division Robertson, Western Cape Province, in extent 307 (three hundred and seven) square metres. *Street address*: 44 Jubel Street, Robertson, 6705, held by Deed of Transfer No. T82790/1993, subjected to the following conditions:

Conditions of Sale:

- 1. The property will be sold in execution without reserve and voetstoots to the highest bidder by Public Auction and subject to the provisions and conditions of the Magistrate's Court Act No. 32 of 1944 as amended and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant Title Deeds.
 - Information regarding the property is available at the Sheriff's Office.
- 3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or Auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 24 Church Street, Robertson, 6705.
- 4. Payment shall be affected as follows: Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 20% 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.

Dated at Robertson on the 5 day of March 2001.

Falck Muller Baard Inc., Creditors Attorneys, 23 Church Street, PO Box 94, Robertson, 6705. (Tel. 023-6263061.) (Ref: M. Zeeman.)

Saak No. 1383/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ROBERTSON GEHOU TE ROBERTSON

In die saak tussen ABSA BANK BEPERK, Vonnisskuldeiser, en JOHANNES TIMMIE, Vonnisskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik van Robertson en 'n Lasbrief vir Eksekusie vir uitvoering uitgereik in bogenoemde saak, sal die ondervermelde onroerende eiendom voetstoots en sonder voorbehoud geregtelik per openbare veiling gehou te Landdroskantoor, Kerkstraat 24, Robertson, 6705 aan die hoogste bieder verkoop word op Dinsdag 17 April 2001 om 11H00:

Erf 3286, Robertson, in die Munisipaliteit en Afdeling Robertson, Provinsie Wes-Kaap, groot 307 (drie honderd en sewe) vierkante meter, gehou kragtens Transportakte No. T82790/1993. *Straatadres:* Jubelstraat 44, Robertson, 6705, onderhewig aan die voorwaardes hieronder uiteengesit.

Veilingsvoorwaardes:

- 1. Die veiling is onderworpe aan die voorwaardes en bepalings van die Wet op Landdroshowe No. 32 van 1944, soos gewysig.
- 2. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelbewys. Die hoogste bieder sal die koper wees, onderworpe aan die bepaling van Artikel 66 van bogenoemde Wet.
- 3. Besonderhede van die vaste eiendom is by Balju kantore beskikbaar.
- 4. Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Balju van die Landdroshof voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof, te Kerkstraat 24, Robertson, 6705.
- 5. Betaling sal soos volg geskied: 10 (Tien) persent van die koopprys op die veilingsdag en die res met rente daarop teen die koers van 20% per annum van die veilingsdatum tot datum van registrasie van oordrag, teen oordrag van die eiendom in die naam van die koper, welke betaling deur 'n goedgekeurde Bank of Bouvereniging gesekureer moet word binne 14 (veertien) dae na die veilingsdatum.

Gedateer te Robertson op hede die 5 dag van Maart 2001.

Falck Muller Baard Ing., Prokureurs vir Eiser, Kerkstraat 23, Posbus 94, Robertson, 6705. (Tel. 023-6263061.) (Verw: M Zeeman.)

Saak No. 22387/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG: BELLVILLE ADMINISTRASIE, Eiser, en R. N. WILLIAMS, Verweerder

Ingevolge 'n vonnis verkry op 23 Mei 2000 in die Hof van die Landdros te Bellville en 'n Lasbrief tot Eksekusie daarna uitgereik sal die ondervermelde goedere op Dinsdag, 17 April 2001 om 9:00 te Bellville Hof voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 5881, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 230 vierkante meter, gehou kragtens Transportakte No. T52713/1994; en ook bekend as Catalinastraat 15, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 2 Slaapkamers, kombuis, badkamer, toilet en sitkamer.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureurs en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 28ste dag van Februarie 2001.

Du Preez Van der Merwe & Kie, Prokureurs vir Eiser, h/v Frans Conradie Rylaan en Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw: CE/mh/MW523.)

Aan: Die Balju van die Landdroshof, Bellville.

Saak No. 17974/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG: BELLVILLE ADMINISTRASIE, Eiser, en S. A. WILLIAMS, Verweerder

Ingevolge 'n vonnis verkry op 23 Mei 2000 in die Hof van die Landdros te Bellville en 'n Lasbrief tot Eksekusie daarna uitgereik sal die ondervermelde goedere op Dinsdag, 17 April 2001 om 9:00 te Bellville Hof voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 3440, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 268 vierkante meter, gehou kragtens Transportakte No. T64849/1992; en ook bekend as Onderbos Plein 10, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 2 Slaapkamers, sitkamer, kombuis, badkamer en toilet.

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 28ste dag van Februarie 2001.

Du Preez Van der Merwe & Kie, Prokureurs vir Eiser, h/v Frans Conradie Rylaan en Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw: CE/mh/MW487.)

Aan: Die Balju van die Landdroshof, Bellville.

Saak No. 21344/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG: BELLVILLE ADMINISTRASIE, Eiser, en M. J. KOTZEE, Verweerder

Ingevolge 'n vonnis verkry op 20 Oktober 1999 in die Hof van die Landdros te Bellville en 'n Lasbrief tot Eksekusie daarna uitgereik sal die ondervermelde goedere op Dinsdag, 17 April 2001 om 9:00 te Bellville Hof voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 5144, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 220 vierkante meter, gehou kragtens Transportakte No. T19392/1994; en ook bekend as Buffalosingel 22, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 2 Slaapkamers, sitkamer, kombuis, badkamer en toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureurs en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 28ste dag van Februarie 2001.

Du Preez Van der Merwe & Kie, Prokureurs vir Eiser, h/v Frans Conradie Rylaan en Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw: CE/mh/MK697.)

Aan: Die Balju van die Landdroshof, Bellville.

Saak No. 21366/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG: BELLVILLE ADMINISTRASIE, Eiser, en G. KLEINBOOI, Verweerder

Ingevolge 'n vonnis verkry op 20 Oktober 2000 in die Hof van die Landdros te Bellville en 'n Lasbrief tot Eksekusie daarna uitgereik sal die ondervermelde goedere op Dinsdag, 17 April 2001 om 9:00 te Bellville Hof voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 5150, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 271 vierkante meter, gehou kragtens Transportakte No. T1382/1994; en ook bekend as The Haguestraat 181, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 2 Slaapkamers, sitkamer, kombuis, badkamer en toilet.

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 28ste dag van Februarie 2001.

Du Preez Van der Merwe & Kie, Prokureurs vir Eiser, h/v Frans Conradie Rylaan en Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw: CE/mh/MK698.)

Aan: Die Balju van die Landdroshof, Bellville.

Saak No. 17138/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG: BELLVILLE ADMINISTRASIE, Eiser, en W. SOLOMONS, Verweerder

Ingevolge 'n vonnis verkry op 20 Oktober 1999 in die Hof van die Landdros te Bellville en 'n Lasbrief tot Eksekusie daarna uitgereik sal die ondervermelde goedere op Dinsdag, 17 April 2001 om 9:00 te Bellville Hof voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 4310, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 242 vierkante meter, gehou kragtens Transportakte No. T48336/1994; en ook bekend as Pokkiesdoringsingel 23, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 3 Slaapkamers, sitkamer, badkamer/toilet en kombuis.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureurs en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 28ste dag van Februarie 2001.

Du Preez Van der Merwe & Kie, Prokureurs vir Eiser, h/v Frans Conradie Rylaan en Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw: CE/mh/MW1328.)

Aan: Die Balju van die Landdroshof, Bellville.

Saak No. 21217/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG: BELLVILLE ADMINISTRASIE, Eiser, en D. KNOOP, Verweerder

Ingevolge 'n vonnis verkry op 20 Oktober 1999 in die Hof van die Landdros te Bellville en 'n Lasbrief tot Eksekusie daarna uitgereik sal die ondervermelde goedere op Dinsdag, 17 April 2001 om 9:00 te Bellville Hof voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 2303, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 254 vierkante meter, gehou kragtens Transportakte No. T94780/1993; en ook bekend as Aarbossiesingel 53, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 2 Slaapkamers, sitkamer, kombuis, badkamer en toilet.

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 28ste dag van Februarie 2001.

Du Preez Van der Merwe & Kie, Prokureurs vir Eiser, h/v Frans Conradie Rylaan en Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw: CE/mh/MW673.)

Aan: Die Balju van die Landdroshof, Bellville.

Saak No. 22471/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG: BELLVILLE ADMINISTRASIE, Eiser, en E. E. WHITE, Verweerder

Ingevolge 'n vonnis verkry op 23 Mei 2000 in die Hof van die Landdros te Bellville en 'n Lasbrief tot Eksekusie daarna uitgereik sal die ondervermelde goedere op Dinsdag, 17 April 2001 om 9:00 te Bellville Hof voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 5760, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 261 vierkante meter, gehou kragtens Transportakte No. T18063/1994; en ook bekend as Commodorestraat 23, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Slaapkamer, sitkamer, kombuis, badkamer en toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureurs en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 28ste dag van Februarie 2001.

Du Preez Van der Merwe & Kie, Prokureurs vir Eiser, h/v Frans Conradie Rylaan en Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw: CE/mh/MW528.)

Aan: Die Balju van die Landdroshof, Bellville.

Saak No. 22375/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG: BELLVILLE ADMINISTRASIE, Eiser, en DI WILLIAMS, Verweerder

Ingevolge 'n vonnis verkry op 23 Mei 2000 in die Hof van die Landdros te Bellville en 'n Lasbrief tot Eksekusie daarna uitgereik sal die ondervermelde goedere op Dinsdag, 17 April 2001 om 9:00 te Bellville Hof voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 5893, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 230 vierkante meter, gehou kragtens Transportakte No. T52723/1994; en ook bekend as Canberrasirkel 39, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Slaapkamer, sitkamer, kombuis, badkamer en toilet.

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 28ste dag van Februarie 2001.

Du Preez Van der Merwe & Kie, Prokureurs vir Eiser, h/v Frans Conradie Rylaan en Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw: CE/mh/MW524.)

Aan: Die Balju van die Landdroshof, Bellville.

Saak No. 18448/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG, BELLVILLE ADMINISTRASIE, Eiser, en S. HALIEM, Verweerder

Ingevolge 'n vonnis verkry op 18 Mei 2000 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde goedere op Dinsdag, 24 April 2001 om 09:00 te Bellville Hof voetstoots aan die hoogste bieër geregtelik verkoop word, naamlik:

Erf 3695, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, provinsie Wes-Kaap, groot 252 vierkante meter, gehou kragtens Transportakte T18654/1994, en ook bekend as Valsheidesingel 4, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Twee slaapkamers,sitkamer, kombuis, badkamer en toilet. Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 28ste dag van Februarie 2001.

Aan: Die Balju van die Landdroshof, Bellville.

Du Preez Van der Merwe & Kie., Prokureurs van Eiser, hoek van Frans Conradierylaan en Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw. CE/mh/MH750.)

Case No. 14/3/2-165/2000

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

In the matter between MARIE McDONALD and WILLEM ALWYN VAN SCHALKWYK

NOTICE OF SALE IN EXECUTION

Take notice that a sale of Plot 585, Karel Avenue, Port Nolloth will take place at 10:00 in front of the Magistrate's Court of Port Nolloth on 12 April 2001 to the highest bidder.

Conditions of sale will be read by the Sheriff of the Court.

G. E. le R. Rossouw, Balju/Sheriff, Springbok and Port Nolloth. [Tel. (027) 712-1346.]

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

GAUTENG

OMNILAND AFSLAERS

INSOLVENTE BOEDEL

ALBERTSDAL X7 - ALBERTON 3- SLAAPWONING & SWEMBAD, DON 19 APRIL 2001 OM 11h00 BY STRYDOM POORTSTRAAT 57

Erf 1994, Albertsdal X7, groot 1 529 m2.

Verbeter: Sit/eetkamer & oopplan kombuis, 3 slaapkamers & badkamer. Sekuriteit: Grensmure, alarm & veiligheidshekke. Besigtiging: Deurlopend. Afslaersnota: Sentraal geleë, naby toegangsroetes op ruim erf.

Betaalvoorwaardes: 20% Deposito met toeslag van bod. Bekragtiging binne 7 werksdae. Waarborge binne 30 dae. Opdraggewer: Kurator Ins Bdl: G L Landsdell M.V. T2628/00.

Deon Botha. [Tel. (012) 804-2978 / 082 892 8355.]

OMNILAND AFSLAERS & EIENDOMSAGENTE

INSOLVENSIE: BEREA-PTA

PUIK 2-SLAAPK WOONSTEL MET TOESLUIT GARAGE DINS 10 APRIL '01 OM 11HOO BY TOLBOS WOONSTEL 26
TULLEKENST 20, BEREA

Eenheid 12, skema 163, SS Tolbos, groot 76 m², Op 2e Vloer in suidweste hoek met hysbak. 2 slaapkamers, oopplan sit-& eetkamer, kombuis met Defy 4-plaat stoof, badkamer met bad, wasbak, toilet & ingeboude kaste. *Ontspanning:* Braaigeriewe. Sekuriteit uitstekend, met toegangsbeheer. Garage No. 4. *Heffing:* 455.11 pm.

Betaalvoorwaardes: 10% Deposito plus 6% kommissie & BTW met val van hammer. Bekragtiging binne 7 dae. Waarborge binne 30 dae. Opdraggewer: Trustee Ins Bdl: AM Tihale MV. T4951/00.

Deon Botha. [Tel. (012) 804-2978 / 082 892 8355.]

INSOLVENT ESTATE OF C I HITCHINSON

Master's Reference Number: T3243/2000

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site at 120 Dunning Road, Dunnottar, District of Nigel, Gauteng Province, on Tuesday 10 April, 2001, commencing at 10:30am, an executive styled large split level face brick finely fitted three bedroomed home.

For further particulars and viewing contact the Auctioneer: Park Village Auctions.

part of the contract

. B.

[Tel. (011) 789-4375.] [Telfax. (011) 789-4369.] (Website: http://www.parkvilageauctions.co.za). (e mail: ccarson@parkvillage.co.za).

INSOLVENT ESTATE OF: M E SNYMAN

Master's Reference Number: T4094/98

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site at 7 Profab Crescent, Delville Ext 4, District of Germiston, Gauteng Province, on Wednesday 11 April 2001, commencing at 10:30am, a unimproved industrial stand.

For further particulars and viewing contact the Auctioneer: Park Village Auctions.

[Tel. (011) 789-4375.] [Telfax. (011) 789-4369.] (Website: http://www.parkvilageauctions.co.za). (e mail: ccarson@parkvilage.co.za).

INSOLVENT ESTATE OF: M E SNYMAN

Master's Reference Number: T4094/98

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site at Holdings 35, 36 & 37 Wolfson Road, Mapleton Agricultural Holdings, District of Boksburg, Gauteng Province, on Monday 9 April 2001, commencing at 10:30am, three adjoining 2.5 hectare vacant smallholdings.

For further particulars and viewing contact the Auctioneer: Park Village Auctions.

[Tel. (011) 789-4375.] [Telefax. (011) 789-4369.] (Website: http://www.parkvilageauctions.co.za). (e mail: ccarson@parkvilage.co.za).

LEO AFSLAERS (EDMS) BPK

Reg. No. 87/03427/07

LIKWIDASIEVEILING VAN 2 NETJIESE RUIM SIMPLEKSE, CENTURION, OP 20 APRIL 2001 OP DIE ONDERGENOEMDE TYE EN PLEKKE:

Behoorlik daartoe gelas deur die Likwidateur van Contempo Construction BK, in likwidasie, Meestersverwysing T110/01, verkoop ons per openbare veiling genoemde eiendomme:

- (1) 10h30: Melrose Place 23, Bradfordstraat 7, Highveld X8 Centurion Pretoria, Eenheid 23 Skema SS, Melrose Place No. 380/1998 bestaande uit: 'n Stapelsimpleks (Bo) met 2 Slaapkamers, 1½ badkamer, oopplan kombuis met ondertoonbankoond, sit- eetkamer, volvloermatte en ingeboude kaste. Oop balkon. Dubbelmotorhuis, Braai, geplaveerde ryvlakke, sekuriteitshekke, omhuis. Eenheid = 103m², heffing = R480,82 p.m.
- (2) 12h00: C-Est la Vie 21, Jeanlaan 205, Clubview Centurion, Pretoria. Eenheid 21 Skema SS C-Est La Vie No. 434/1998 bestaande uit: 'n Simpleks met 2 Slaapkamers, 1½ badkamer, oopplan kombuis met ondertoonbankoond, sit-, eetkamer, oop balkon volvloermatte en ingeboude kaste. Toesluitmotorhuis, gasteparkering. Privaat tuin met braai, ommuur, geplaveerde ryvlakke, gasteparkering, sekuriteitshek. Eenheid = 91m², Heffing = R458 p.m.

Verkoopsvoorwaardes: 15% Deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborge vir die balans binne 30 dae na bekragtiging deur die Likwidateur.

Afslaersnota: Goeie belegging, naby alle fasiliteite. Gaan kyk self.

Besigtiging: By die eiendomme. Melrose Place: 9de en 10de April en C-Est La Vie: 11de en 12de April vanaf 09h00 - 15h30.

Vir meer besonderhede skakel ons kantore by (012) 341-1314. Besoek ons webtuiste by: www. leoauctioneers.co.za

Reg van onttrekking word voorbehou.

VAN VUUREN AFSLAERS

VEILING VAN 'N 1 SLAAPKAMER WOONSTEL

In opdrag van die Kurator van Insolvente Boedel: **D. Thimba**, Meestersverwysing T1763/00, verkoop ons die ondergenoemde eiendom per openbare veiling op: Dinsdag, 17 April 2001 om 10:00.

Beskrywing van eiendom: Eenheid 105 van Skema SS, Clarisa 14, bekend as Clarisa 14, Baileylaan 4, Pretoria, grootte 49m².

Terme: 20% Deposito, balans binne 30 dae. Van Vuuren Afslaers, Tel. (012) 362-1100.

STERLING AUCTIONS (PTY) LTD AUCTIONEERS

INSOLVENT ESTATE AUCTIONS

Duly instructed by **Mr P. D. Kruger** from Bureau Trust in his capacity as Provinsional Liquidator of **Compal (Pty) Ltd** (In Liquidation), Master Ref. No. T111/01, the undermentioned assets will be auctioned on Wednesday, 11 April 2001 at 12h00 at Sterling Auctions, Haakstreet, Waltloo, Pretoria, Gauteng.

Fixed property: Erf 497, Cannon Rocks, Reg Div, Eastern Cape, Extent ± 799m2.

Improvements: Three bedroom dwelling with build in cupboards, 2 bathrooms, open plan kitchen/living room, double garage, and a two bedroom flat.

Movable assets: 6 Piece dining room suite, 4 piece lounge suite, 3 piece sane suite, book case, sideboard, bar stools, washing machine, 2 fridges, tumble drier, double bed, 5 single beds, 6 mattresses, vacuum cleaner, kitchen ware and more.

Viewing: Contact the Auctioneers for an appointment.

Conditions of sale:

- (1) 10% deposit per bank cheque on the fall of the hammer.
- (2) 7,5% Auctioneers commission plus VAT thereon.
- (3) Balance of the purchase price within 30 days from date of confirmation.
- (4) Confirmation takes place directly with the fall of the hammer.

Auctioneers: Sterling Auctions (Pty) Ltd, Tomzeil Building, Haak Street, Watloo, Silverton. [Tel. (012) 803-4987/8/9.]

KOPANO AFSLAERS (EDMS) BPK

LIKWIDASIE VEILING

VERVOER—GRONDVERSKUIWING, HENFRED FREUHAUF, M.A.N., IVECO, VOLVO "VOORHAKKERS & SLEEPWAENS"

Behoorlik gelas deur die Likwidateurs en Kurators van ACP Transport Holdings (Pty) Ltd, T6038/00, in samewerking met Micheal James Auctioneers (Edms) Bpk, Gallor Konstruksie BK, T4800/00, LA Paquita, T4685/00, Sun Civils, T6502/00, sal die volgende te koop aangebied word op 'n openbare veiling op Woensdag, 11 April 2001 om 10h00.

Bogenoemde is onderhewig aan verandering sonder vooraf kennisgewing.

Besigtiging: 9de en 11de April 2001, op die perseel van Kopano Afslaers (Edms) Bpk.

Terme: R2 500,00 terugbetaalbare deposito met registrasie. Balans in kontant of bankgewaarborgde tjek. GEEN UITSONDERING! Verdere voorwaardes van verkoping sal op die dag van verkoping gelees word.

Plek: Op die perseel van Kopano Afslaers (Edms) Bpk, Plot 65, Lavenderweg, Bon Accord (die Ou Warmbadpad).

Navrae: Kontak persoon: Marco Dippenaar—(012) 562 0385/7, 562 0421/0. E-pos adres: info@kopanoauctions.co.za

VAN VUUREN AUCTIONEERS

AUCTION OF A 2 BEDROOM DUPLEX

Duly instructed by the Trustee of te Insolvent estate **PC & JJ Bezuidenhout**, Master's Reference T6263/00, we are selling the undermentioned property by public auction on Wednesday, 18 April 2001 at 10:00.

Description: Unit 7, SS Woonplex 3, known as 7 Woonplex, 1071 Van der Hoff-weg, Claremont, Pretoria, measuring 97 m².

Terms: 20% deposit, balance within 30 days.

Van Vuuren Auctioneers. Tel. (012) 362-1100.

VAN VUUREN AFSLAERS

VEILING VAN 3 SLAAPKAMER WONING

In opdrag van die Kurator van Insolvente Boedel **TP & MJ Mokwena**, Meestersverwysing T5062/00, verkoop ons die ondergenoemde eiendom per publieke veiling op Donderdag, 19 April 2001 om 10:00.

Beskrywing van eiendom: Erf 29326, Mamelodi X 5, bekend as Erf 29326, Mamelodi X5, grootte 365 m2.

Terme: 20% deposito, balans binne 30 dae.

Van Vuuren Afslaers. Tel. (012) 362-1100.

VENDITOR AFSLAERS

VEILING EIENDOM

Opdraggewer: Kurator, I/b: J P & M Verster, T1380/00, verkoop Venditor Afslaers, per openbare veiling: 20 April 2001 om 13:00, The Birch 13, Pongola River Drive 32, Kempton Park.

Beskrywing: Eenheid 13 van Skema 5, SS The Birch, Birchleigh-Noord X3, 1811, Kempton Park-Tembisa MSS, Gauteng.

Verbeterings: 3-slk dupleks.

Betaling: 20% dep.

Inligting: Tel. (012) 404 9117.

VENDITOR'S AFSLAERS

VEILING EIENDOM

Opdragewer: Kurator - i/b: **N G & D I Thebe**, T5876/00 verkoop Venditor Afslaers, per openbare veiling, 18 April 2001 om 11:00, Lindeboom Crescent 195, The Orchards X10, Pretoria:

Beskrywing: Erf 580, The Orchards X10, JR, Noordelike Pretoria MSS, Gauteng.

Verbeterings: 3-slk woning.

Betaling: 20% dep.

Inligting: (012) 404-9117.

VENDITOR'S AFSLAERS

VEILING EIENDOM

Opdragewer: Kurator - i/b: **A van AS**, T5840/00 verkoop Venditor Afslaers, per openbare veiling, 19 April 2001 om 11:00, Farmerstraat 4A, Vanderbijlpark:

Beskrywing: Resterende Gedeelte van Erf 492, Vanderbijlpark, Central East Nr. 2, IQ, Western Vaal MSS, Gauteng.

Verbeterings: 3-slk woning.

Betaling: 20% dep.

Inligting: (012) 404-9117.

VENDITOR'S AFSLAERS

VEILING EIENDOM

Opdragewer: Kurator - i/b: A A S & T B Lourens, T4112/00 verkoop Venditor Afslaers, per openbare veiling, 20 April 2001 om 11:00, Friedastraat 45, Regents Park Estate, Johannesburg:

Beskrywing: Erf 532, Regents Park Estate IR, Johannesburg, Gauteng.

Verbeterings: 3-slk woning.

Betaling: 20% dep.

Inligting: (012) 404-9117.

VENDITOR'S AFSLAERS

VEILING EIENDOM

Opdragewer: Kurator - i/b: **T I Vikela**, T3778/00 verkoop Venditor Afslaers, per openbare veiling, 19 April 2001 om 13:00, Flaminkhof 101, Christoffelstraat 160, Pretoria-Wes:

Beskrywing: Eenheid 1 van Skema 158, SS Flaminkhof, Pretoria CC, 1502 RE, Gauteng.

Verbeterings: 2-slk woonstel.

Betaling: 20% dep.

Inligting: (012) 404-9117.

FREE STATE • VRYSTAAT

HUGO & TERBLANCHE AFSLAERS

INSOLVENTE BOEDEL VEILING VAN WELKOM PLASE, WOONHUISE, VOERTUIE, TREKKERS, STROPERS, IMPLEMENTE BESPROEIINGS TOERUSTING EN LOS GOEDERE

In opdrag van die Kurator in die Insolvente Boedel van **J. P. van Jaarsveld** sal ons per openbare veiling die onderstaande bates te koop aanbied op Vrydag, 20 April 2001 om 11:00, te die plaas Swartpan distrik Welkom. Om die plaas te bereik neem uit Welkom die Bultfontein pad (R710) vir ongeveer 12km, draai links op 'n ongemerkte grondpad en ry vir 6km tot by die plaas aan die regterkant, volg ons wegwysers van uit Welkom.

Vaste eiendom:

1. Gedeelte 1 van die plaas Vredebloem No. 138, distrik Welkom, groot 380,5964 hektaar.

Ligging: Hierdie eiendom is geleë 13 kilometer Wes van Welkom.

Verbeterings: Op die eiendom is 'n ou woonhuis, wat as arbeidershuis gebruik word, enkel motorhuis, 3 arbeiderswoonhuise en 'n stoor van steen en sink.

Indeling: Die eiendom bestaan uit 310 hektaar droë lande verdeel in 5 kampe. Die restant van 70,5964 hektaar is veldweiding verdeel in 2 kampe.

2. Gedeelte 2 van die plaas Vredebloem No. 138, distrik Welkom, groot 188,4370 hektaar.

Ligging: Die eiendom is geleë 13 kilometer Wes van Welkom en aangrensend tot die eiendom in 1 aan die Suidekant.

Verbeterings: Geen.

Indeling: Die eiendom bestaan uit 174 hektaar droë lande verdeel in 2 kampe. Die restant van 14,4370 hektaar is veldweiding, in slegs 1 kamp.

- 3.1 Restant van die plaas Zwartpan No. 73, distrik Welkom, groot 171,3064 hektaar;
- 3.2 Gedeelte van die plaas Zwartpan No. 73, distrik Welkom, groot 171,3064 hektaar, gesamentlik groot 342,6128 hektaar.

Ligging: Hierdie eiendom is geleë 19 kilometer Wes van Welkom.

Verbeterings: Op die eiendom is 'n 3 slaapkamer woonhuis van steen en sink met die nodige vertrekke, 3 vertrek woonstel van siersteen met 'n teëldak, 3 vertrek buitegebou van siersteen met 'n teëldak, stoor van steen en sink, toegeboude staalstoor, gereedskapkamer, 2 buitekamers en 8 arbeiderswoonhuise.

Indeling: Die eiendom bestaan uit 317 hektaar droë lande in 3 kampe. Die Restant van 25,6128 hektaar is veldweiding verdeel in 4 kampe.

Nota: Hierdie twee eiendomme word as 'n eenheid bedryf en sigbare grense bestaan nie meer nie.

4. Gedeelte 1 van die plaas Welverdiend No. 3, distrik Welkom, groot 171,3064 hektaar.

Ligging: Die eiendom is geleë 21 kilometer Wes van Welkom.

Verbeterings: Op die eiendom is 'n drie slaapkamer woonhuis met die nodige vertrekke, 'n ou woonhuis wat as stoor gebruik word, 2 enkel motorhuise met pakkamers, toegeboude staalstoor, oop staalstoor, pakkamer en 7 arbeidershuise.

Indeling: Die eiendom is verdeel in 122 hektaar droë lande verdeel in 3 kampe. Die restant van 49,3064 hektaar is veldweiding verdeel in 2 kampe.

5. Erf 8441, Welkom (Uitbreiding 7) distrik Welkom, groot 1 299 vierkante meter.

Ligging: Hierdie eiendom is geleë te Langenhovenstraat No. 50, Jan Cilliers Park, Welkom.

Verbeterings: Op die eiendom is 'n ou woonhuis van steen en sink met 3 slaapkamers, sitkamer, kombuis, 2 badkamers, woonkamer, en 'n dubbel motorhuis. Die eiendom is voorsien van volvloer matte, ingeboude kaste, diefwering en veiligheidshekke.

6. Erf 8352, Welkom (Uitbreiding 7) distrik Welkom, groot 8 352 vierkante meter.

Ligging: Hierdie eiendom is geleë te Heliumstraat No. 4, Jan Cillierspark, Welkom.

Verbeterings: Op die eiendom is 'n woonhuis van klinkersteen met 'n sinkdak, 4 slaapkamers, sitkamer, eetkamer, woonkamer, kombuis, 2 badkamers, dubbel motorhuis en 'n swembad. Die eiendom is voorsien van volvloer matte, diefwering en veiligheidshekke.

Voertuie: 1994 Ford Courier 2,200; 1981 Mercedes Benz 300D, Ford Saphire; 1975 Toyota BA 116 vragmotor.

Trekkers: 1998 Massey Ferguson 399 SE DT; 1997 Massey Ferguson 399 SE DT; 1995 Massey Ferguson 300SE; 1981 Ford 6600.

Stropers: 3 Slattery mieliestropers.

Sleepwaens: 10 ton Argitec 100 massa wa; 8 ton Vetsak massa wa; 10 ton Vetsak massa wa; 3 ton platbak sleepwa.

Aartappel toerusting: Dormas aartappel enkelry planter; Crop King aartappel uithaler.

Planters: 3 x 3 ry Massey Ferguson mielieplanters; 2 x 7 ry Argitec koringplanters.

Tand implemente: 6 x 3,5 meter Vetsak tillers; 2 x 3 meter 13 tand Konskilde wondertillers; 4 x 2 meter 9 tand Konskilde wondertillers; 2 tand pikploeg; 3 tand pikploeg; 6 x 1 tank radium pikploeë; pikploeg raam.

Ploeë en skottel implemente: 5 x 4 skaar Massey Ferguson merk II balkploeë, 2 x 3 meter 28 skottel John Deere tandems.

Allerlei implemente en los goedere: 400 meter Hardi gifspuit; 1300 liter Farm Machinery gifspruit; 1300 liter Bertham gifspuit; 2 x 6 meter merkers; 3 punt Nalva Agritec skraper; 2 kub meter damskrop; Vetsak kunsmisstrooier; 3 punt Betonmenger; 5000 liter Rotovet watertenk en hoeveelheid onderdele en gereedskap.

Besproeiings toerusting: 11,6kw Dompelpomp; besproeiingspype.

Verkoopsvoorwaardes: Vaste Eiendom: Tien persent van die koopsom van die vaste eiendom is betaalbaar by toeslaan van die bod, vir die balans moet die koper 'n goedgekeurde Bankwaarborg verskaf binne een en twintig dae na datum van bekragtiging van die verkoping. Volledige voorwaardes is by die Afslaers beskikbaar.

Los goedere. Die koopsom is betaalbaar in kontant of bankgewaarborgde tjek tensy anders met die Afslaers gereël. Geen uitsondering sal gemaak word nie. Vooraf registrasie as 'n Koper is 'n vereiste alvorens 'n bod aanvaar sal word en kan daar by registrasie reeds bewys van betaalvermoë geverg word. Die Afslaers behou die reg voor om sonder kennisgewing items by te voeg of geadverteerde items te onttrek enige tyd voor die veiling.

Vir verdere navrae skakel: Dawie: 082 570 5774 of 053 574 0296 (H), Jan 082 555 9084, Anna-Marie 083 269 3058. Kantoorure: (053) 574-0552.

NORTHERN CAPE NOORD-KAAP

OPENBARE VEILING VAN MOTORONDERDELE & ANDER LOSGOEDERE

In opdrag van die Eksekuteur van die boedel van wyle **Dirk Leonardus Ehlers** van Goedehoop, Louisvale met Boedel 897/2000 bied ek op Vrydag, 20 April 2001 om 10:00 te Vooruitstraat 11, Upington die volgende goedere te koop aan:

± 1996 Nissan 3I 4 x 4 Law; ± 1982 Passat GLX; .38 Special Smith & Wesson; .22 Nitro geweer met Weaver teleskoop; .270 Musgrave jaggeweer met Tasco teleskoop; windbuks.

Voorwaardes: Die goedere word kontant en voetstoots aan die hoogste bieër verkoop. BTW is betaalbaar op alle aankope.

Afslaer: G. J. Nieuwoudt, Vooruitstraat 11, Upington, Tel. (054) 332-4426; F. S. P. Snyman, Malan & Vennote, Schröderstraat 25, Upington, 8800. Tel. (054) 332-1127.

Adverteerder: Malan & Vennote, Posbus 27, Upington, 8800. [Tel. (054) 332-1127.]

NORTH WEST NOORDWES

INSOLVENTE VEILING

Namens die kurator in die insolvente boedel P. G. F. en E. C. Gous, T26/01 word die onderstaande per openbare veiling verkoop te Hendrik Schoemanstraat 12, Meerhof, Woensdag, 11 April 2001 om 14:00.

Ligging: By Hartebeespoortdam, neem Meerhof-afrit met Jan Smutslaan, verby skool, met Lincolnweg oor spoor, Hendrik Schoeman—links No. 12, Meerhof.

Aanbieding:

Beskrywing: Erf 279, Meerhof, ook bekend as Hendrik Schoemanstraat 12, groot 1 211 m2

Bestaande uit: Dubbel verdieping drie slaapkamerwoonhuis.

Buitegeboue: 54 m². Opwaskamer, bediendekamer met toilet en wasbak. Bekragtiging: Met die val van die hamer of binne 7 (sewe) dae vanaf veiling.

Terme: 15% deposito met die toeslaan van die bod en goedgekeurde bankwaarborg binne 30 (dertig) dae na veiling.

Navrae: Erpo Afslaers BK, Heystekstraat 26, Rustenburg. [Tel. (014) 597-2532/3.]

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