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REPUBLIC OF SOUTH AFRICA
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LEGAL NOTICES WETLIKE KENNISGEWINGS

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



AIDS HELPLINE: 0800-0123-22 Prevention is the cure

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IMPORTANT ANNOUNCEMENT

Closing times **PRIOR TO PUBLIC HOLIDAYS** for
LEGAL NOTICES
GOVERNMENT NOTICES 2001

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

- ▶ **13 December**, Thursday, for the issue of Friday **21 December 2001**
- ▶ **19 December**, Wednesday, for the issue of Friday **28 December 2001**
- ▶ **27 December**, Thursday, for the issue of Friday **4 January 2002**

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

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

BELANGRIKE AANKONDIGING

Sluitingstye **VOOR VAKANSIEDAE** vir
WETLIKE KENNISGEWINGS
GOEWERMENSKENNISGEWINGS 2001

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

- ▶ **13 Desember**, Donderdag, vir die uitgawe van Vrydag **21 Desember 2001**
- ▶ **19 Desember**, Woensdag, vir die uitgawe van Vrydag **28 Desember 2001**
- ▶ **27 Desember**, Donderdag, vir die uitgawe van Vrydag **4 Januarie 2002**

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

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

LIST OF FIXED TARIFF RATES AND CONDITIONS

FOR PUBLICATION OF LEGAL NOTICES IN THE GOVERNMENT GAZETTE

COMMENCEMENT: 1 SEPTEMBER 1999

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

LIST OF FIXED RATES

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

*New
rate per
insertion*

STANDARDISED NOTICES

R

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

NON-STANDARDISED NOTICES

COMPANY NOTICES:

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

LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES

66,00

LIQUOR LICENCE NOTICES in an Extraordinary Gazette. (All provinces appear on the first Friday of each month.) The closing date for acceptance is two weeks prior to date of publication

60,00

ORDERS OF THE COURT:

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

SALES IN EXECUTION AND OTHER PUBLIC SALES:

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

WORD COUNT TABLE

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

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

CONDITIONS FOR PUBLICATION OF LEGAL NOTICES

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

LIABILITY OF ADVERTISER

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

COPY

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

Please note: Prospective advertisers are urgently requested to **clearly indicate** under which headings their advertisements or notices should be inserted in order to prevent such notices/advertisements from being wrongly placed.

- (2) The heading under which the notice is to appear.
 - (3) The rate (e.g. "Fixed tariff rate" or "Word count rate") applicable to the notice, and the cost of publication.
8. *All proper names and surnames must be clearly legible; surnames being underlined or typed in capital letters. In the event of a name being incorrectly printed as a result of indistinct writing, the notice will be republished only upon payment of the cost of a new insertion.*

PAYMENT OF COST

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

PROOF OF PUBLICATION

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

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

GAUTENG

**Case No: 17060/2001
PH 400**

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

**In the matter between: SAAMBOU BANK LIMITED, Execution Creditor, and MOLABE: PHALADI PIET,
1st Execution Debtor, MOLABE: DIPUO ANNA, 2nd 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 offices of the Sheriff of the High Court Germiston South at 4 Angus Street, Germiston South on Monday, 21 January 2002 at 10h00 of the undermentioned property of the 1st and 2nd Execution Debtors on the Conditions to be read out by the Sheriff at the time of the sale and which Conditions may be inspected at the offices of the Sheriff High Court Germiston South, prior to the sale.

Certain: Erf 802, Dinwiddie Township, Registration Division IR, the Province Gauteng.

Measuring: 773 (seven hundred and seventy three) square metres.

Held by: Deed of Transfer No. T11197/2000.

Situate at: 19 Arundel Street, Dinwiddie, Germiston.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed.

A single storey dwelling consisting of lounge, dining room, kitchen, 4 bedrooms, 2 bathrooms, toilet, shower and 1 separate toilet, sewing room, laundry. Double garage, carport for two cars, outside toilet, swimming pool and lapa.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a Bank guarantee to be furnished within 45 (forty five) days from the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the Purchaser.

Dated at Benoni on 28 November 2001.

Get./Sgd. C. de Heus (Snr), Du Plessis De Heus & Van Wyk, Attorneys for Execution Creditor, 72 Woburn Avenue, Benoni.
Ref: Mr De Heus/FN/AB807. Tel: (011) 422-24351.

Case Number: 102037/00

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

In the matter between: THE BODY CORPORATE OF ACACIA PARK, Plaintiff, and NURIYA RAJAP, Defendant

Kindly take notice that on Friday, the 18th day of January 2002 and at the Magistrate's Court, Johannesburg a public auction sale will be held in front of the Fox Street Entrance, Johannesburg, at which the Sheriff of the Court in this action, Warrant of Execution issued in terms thereof and attachment in execution made thereunder sell:

Certain: Section 9, Acacia Park.

Measuring: 116 sqm.

Also known as: Unit 9, Acacia Park, Acacia Road, Northcliff Extension 6.

Improvements reported: (which are not warranted to be correct and are not guaranteed):

1 x Lounge, 1 x Dining room, 2 x Bedroom, 1 x Kitchen, 2 x Bathroom, 1 x Carport (hereinafter referred to as "the Property").

The property will be sold subject to any existing tenancy, subject to the provisions of Section 66 (2) (a) and (c) of Act No 32 of 1944 (as amended) regarding the bondholders, being NBS Bank Limited and other preferent creditors subject to payment to the local authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

A cash deposit of 10% of the purchase price of R500,00 whichever is the greater shall be paid on the date of sale and interest on the unpaid balance at the current building society rates of interest shall be payable, such unpaid balance to be secured by an acceptable guarantee within fourteen (14) days of the sale.

The full conditions of sale may be inspected at the offices of Sheriff, Johannesburg West, No 8 Motor Street, Westdene, the Sheriff of the Court.

Dated at Johannesburg on this the 6th day of December 2001.

Thomson Wilks, Plaintiff's Attorneys, Ground Floor, West Wing, President Place, 148 Jan Smuts Avenue, Rosebank, Johannesburg; Docex 6, Parktown North; P O Box 3242, Parklands. Tel: 880-8023. Ref: Mr Van Rensburg/cm/T196.

Case No. 19420/2001
PH 400IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between SAAMBOU BANK LIMITED, Execution Creditor, and PRINSLOO, JOHAN HENDRIK, 1st Execution Debtor, and PRINSLOO, KATHLEEN ELIZABETH CHARLOTTE, 2nd 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 offices of the Sheriff of the High Court, Springs, 56 12th Street, Springs, on Friday, 18 January 2002 at 11h00 of the undermentioned property of the 1st and 2nd Execution Debtors on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff of the High Court, Springs, prior to the sale:

Certain Erf 1284, Welgedacht Township, Registration Division I.R., the Province of Gauteng, measuring 991 (nine hundred and ninety one) square metres, held by Deed of Transfer No. T52495/1994, situate at 14 Third Avenue, Welgedacht, Springs.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A dwelling consisting of a lounge, dining room, 3 bedrooms, 1 changing room, 1 kitchen, 1 outside room and a toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a Bank guarantee to be furnished within 45 (forty five) days from the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the Purchaser.

Dated at Benoni on 3 December 2001.

Sgd. C. de Heus (Snr), for Du Plessis De Heus & Van Wyk, Attorneys for Execution Creditor, 72 Woburn Avenue, Benoni. (Ref. MR DE HEUS/FN/AB817.) [Tel. (011) 422-24351.]

Case No. 9186/2001

IN THE HIGH COURT OF SOUTH AFRICA
(Transvaal Provincial Division)**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MATTHEWS, LUTHANDO DENNIS, 1st Defendant, and MATTHEWS, AYANDA JENNIFER, 2nd Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg East, 69 Juta Street, Braamfontein, on 17 January 2002 at 10:00 of the undermentioned property of the Defendant/s on conditions which will lie for inspection at the offices of the Sheriff, Johannesburg East, 69 Juta Street, Braamfontein, prior to the sale:

Certain Erf 429, Yeoville Township, Registration Division I.R., Province of Gauteng, being 57 Page Street, Yeoville, measuring 495 (four hundred and ninety five) square metres. The property is zoned residential.

The following information is furnish *re* the improvements, though in this respect nothing is guaranteed: A brick built residence, comprising of living room, dining room, 3 bedrooms, 2 bathrooms, kitchen. *Outbuildings:* —.

Dated at Johannesburg on this the 4th day of December 2001.

Versfelds Nkosi Inc., Plaintiff's Attorneys, c/o Tobias Lubbe Attorneys, Suite 1920, SAAU Building, 19th Floor, cnr Andries & Schoeman Streets, Pretoria. [Tel. (011) 790-2300.] [Fax. (011) 468-1371.] (Ref. JS/cj/SBC1014/3094568.)

Case No. 2001/21222
PH 331IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between: FIRST RAND BANK LIMITED trading inter alia as FNB HOME LOANS (formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and LE ROUX: ANNA SOPHIA JACOMINA, Defendant**

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 Sheriff's Office, Meyerton/Vereeniging, care of De Klerk, Vermaak and Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 10 January 2002 at 10h00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Meyerton/Vereeniging, care of De Klerk Vermaak and Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain: Erf 49, Blignautsrus Agricultural Holdings, Registration Division IQ, The Province of Gauteng, being 49 Eloff Street, Blignautsrus, measuring 1,7131 (one comma seven one three one) hectares.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A dwelling consisting of *Main dwelling:* Entrance hall, lounge, familyroom, diningroom, study, kitchen, scullery, 4 bedrooms, 2 bathrooms, shower and 3 waterclosets. *Outbuildings:* 4 Garages, carport, 3 storerooms. *Guest cottage:* Lounge, diningroom, kitchen, bedroom, bathroom, shower and watercloset. *Granny flat:* Familyroom, kitchen, 3 bedrooms, 2 bathrooms, shower and 2 waterclosets.

Terms: 10% of the purchase price in cash on the day of sale, the balance against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 14 days from the date of sale. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 4th day of December 2001.

Van Hulsteyns Attorneys, Plaintiff's Attorneys, Sandton Branch, Primegro Place, 18 Rivonia Rd, Illovo. (Tel. 268-9500.) (Ref. Mr A.D. Legg/Laura/FC1101.) (Acc No. 3 000 000 821 661); c/o Johannesburg Branch, 11th Floor, Ten Sixty Six, 35 Pritchard Street, Johannesburg.

Case No. 00/17143
PH 388

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

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and SEKOLA: GATUSO AUGUSTINUS, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the High Court, Magistrate's Court, General Hertzog Street, Vanderbijlpark, at 10:00, on Friday, 11 January 2002, of the undermentioned property of the Defendant on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court prior to the sale.

Certain: Erf 2683, Evaton West Township, Registration Division IQ, The Province of Gauteng, Area 280 (two hundred and eighty) square metres, situated at Erf 2683, Evaton West.

Improvements (not guaranteed): "A residential dwelling consisting of 3 bedrooms, bathroom, kitchen and lounge."

Terms: 10% of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a Bank, Building Society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% on the first R30 000 of the proceeds of the sale and 3% on the balance thereof subject to a maximum commission of R7 000 and a minimum of R300. No monies payable for clearance certificate, already paid.

Dated at Johannesburg on 19 November 2001.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, The Lion House, 20 Roberts Avenue, Kensington. (Tel. 614-8100.) (Ref. ForeclosuresZ4572.)

Case No. 99/4527
PH 388

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

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and SCOTT: WARREN ERIC, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the High Court, Overvaal Building, 28 Krugerlaan, Vereeniging, at 10:00, on Thursday, 10 January 2002, of the undermentioned property of the Defendant on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court prior to the sale:

Certain: Portion 23 of Erf 68, Meyerton Farms Township, Registration Division IR, Province of Gauteng, Area 1 065 (one thousand and sixty five) square metres, situation PTN 23, Erf 68, Meyerton Farms.

Improvements (not guaranteed): "A vacant land."

Terms: 10% of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a Bank, Building Society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% on the first R30 000 of the proceeds of the sale and 3% on the balance thereof subject to a maximum commission of R7 000 and a minimum of R300.

Dated at Johannesburg on 19 November 2001.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, The Lion House, 20 Roberts Avenue, Kensington. (Tel. 614-8100.) (Ref. ForeclosuresZ3886.)

Case No. 99/24328
PH 388

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

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and MULLER: CHRISTIAAN CHRISTOFFEL DIEDERICK, First Defendant, and MULLER: CATHARINA MAGDALENA, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the High Court, 19 Pollock Street, Randfontein, at 10:00, on Friday, 11 January 2002, of the undermentioned property of the Defendants on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court prior to the sale.

Certain: Erf 36, Middelvlei Agricultural Holdings, Registration Division IQ, The Province of Gauteng, Area 2,2924 (two comma two nine two four) hectares, situation Plot 36, Middelvlei A/H.

Improvements (not guaranteed): "A residential dwelling consisting of 3 bedrooms, 1.5 bathroom, kitchen and 3 other rooms. *Outbuildings:* Garage and a flat."

Terms: 10% of the purchase price in cash on the day of sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% on the first R30 000 of the proceeds of the sale and 3% on the balance thereof subject to a maximum commission of R7 000 and a minimum of R300. No monies payable for clearance certificate, already paid.

Dated at Johannesburg on this the 29th November 2001.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, The Lion House, 20 Roberts Avenue, Kensington. (Tel. 614-8100.) (DX 516/J21.) (Ref. ForeclosuresZ4050.)

Case No. 99/8726

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

In the matter between BOE BANK LIMITED, Plaintiff, and SEUOE TSHIDI THELMA, First Defendant, and SEUOE MORAPALI HOWARD, Second Defendant

In pursuance of a judgment in the High Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, the property listed herein will be sold at the office of the Sheriff of the High Court Boksburg, at 182 Leeupoort Street, Boksburg, at 11h15, on the 18th January 2002 to the highest bidder.

Certain: Erf 760, Dawn Park Ext 2 Township, Registration Division IR, the Province of Gauteng, commonly known as 15 Tsebebe Street, Dawn Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A single storey building with lounge, kitchen, dining room, 4 bedrooms, 2 bathrooms, shower, 2 wc's, entrance hall, TV room, scullery, 2 garages, servant's room, wc, security gates, paving & walls.

Zoned: Residential.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) 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 High Court, Boksburg.

Dated at Johannesburg on this the 4th day of December 2001.

Van Staden & Booysen, Attorneys for Plaintiff, c/o Document Exchange, 3rd Floor, The Markade, 84 President Street, Johannesburg. (Tel. 867-5723.) (Ref. JVS/esb/B359.)

Case No. 1962/2000

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 MATOME SAMUEL CORTNEY RAPETSWA, First Defendant, and FRANCINA MMAMOLATO RAPETSWA, Second Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at the Sheriff's Offices, Portion 83, De Onderstepoort (just North of the Sasko Mills), Old Warmbaths Road, Bon Accord, on Friday, the 11th day of January 2002 at 11h00.

Full conditions of sale can be inspected at the Sheriff Wonderboom, at the above address and will be read out prior to the Sale.

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

Property: Erf 57, Hammanskraal Township, Registration Division JR, Province of Gauteng, known as 57 Austin Road, Hammanskraal.

Improvements: Entrance hall, lounge, family room, diningroom, kitchen, 5 bedrooms, 3 bathrooms, shower, 4 toilets, 4 garages, 2 servants quarters, bathroom and toilet.

Hack Stupel & Ross, Attorneys for the Plaintiff, P O Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B du Plooy/LVDM/GP3064.)

Case No. 13839/2001

MAGISTRATE'S COURT ALBERTON

ABSA BANK LIMITED/PETER THOMAS THABANG MOTSOENENG, and SYLVIA MOTSOENENG

Sale in execution—16 January 2002 at 10h00, from the offices of the Sheriff, Alberton, situated at 8 St Columb Road, New Redruth, Alberton, by the Sheriff, Alberton, to the highest bidder:

Erf: Erf 2762, Brackendowns Extension 5 Township (1,287 square metres), situated at 80 Bendor Street, Brackendowns, consisting of lounge/dining-room, kitchen, 3 bedrooms, laundry, 2 bathrooms, 2 toilets, 2 garages, 1 carport, swimming-pool and fencing.

Conditions: 10% deposit, interest 13,90%, guarantee within 15 days, plus auctioneer's commission.

Full conditions at Sheriff's offices.

J. Beckmann for Theart, Mey & Partners. (Tel. 907-2707.) (Ref. A0134.321/TJ.)

Case No. 00/8422

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

In the matter between BOE BANK LIMITED, Plaintiff, and AMANDIO DA SILVA SANTOS, Defendant

In pursuance of a judgment in the High Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed herein will be sold at the office of the Sheriff of the High Court, Johannesburg South, at 69 Juta Street, Braamfontein, at 10h00, on 17 January 2002, to the highest bidder:

Certain Erf 1, Regents Park Township, Registration Division IR, the Province of Gauteng, commonly known as 18 North Road (a.k.a. 52 and 54 Samuel Street), Regents Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed.

A dwelling built of brick and plaster under a tin roof consisting of 1 kitchen, 3 bedrooms, 1 bathroom, passage, dining-room and walls.

Zoned: Residential.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) 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 High Court, Johannesburg South, at 69 Juta Street, Johannesburg.

Dated at Johannesburg on this 14th day of November 2001.

Van Staden & Booysen, Attorney for Plaintiff, c/o Document Exchange, 3rd Floor, The Markade, 84 President Street, Johannesburg. (Tel. 867-5723.) (Ref. JVS/esb/B728.)

Case No. 01/760

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

In the matter between BOE BANK LIMITED, Plaintiff, and MATHE, BHEKUMUZI PEROS, Defendant

In pursuance of a judgment in the High Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed herein will be sold at the Sheriff of the High Court, Randfontein, at 19 Pollock Street, Randfontein, at 10h00, on 11 January 2002 to the highest bidder:

Certain Erf 4301 Mohlakeng Ext. 3 Township, Registration Division IR, the Province of Gauteng, commonly known as 4301 Mohlakeng Ext. 3.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed.

A single-storey building with 3 bedrooms, lounge, dining-room, kitchen, bathroom, toilet, garage, 3 Zozo's and fenced with wire.

Zoned: Residential.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) 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 High Court, Randfontein, 19 Pollock Street, Randfontein.

Dated at Johannesburg on this 15th day of November 2001.

Van Staden & Booysen, Attorneys for Plaintiff, c/o Document Exchange, 3rd Floor, The Markade, 84 President Street, Johannesburg. (Tel. 867-5723.) (Ref. JVS/esb/B958.)

Saak Nr: 117850/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA (GEHOU TE PRETORIA)

In die saak tussen: FIRSTRAND BANK BEPERK (VOORHEEN EERSTE NASIONALE BANK VAN S A BEPERK), Eiser, en MNR BANGANI GEELBOOI MTHIMUNYE, Verweerder

Geliewe kennis te neem dat in opvolging van 'n Vonnis in bogemelde aksie toegestaan op 30/10/2001, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder deur die Balju in Eksekusie verkoop word op 11 Januarie 2002 om 11h00:

Eenheid Nr. 29, soos meer volledig sal blyk uit Deelplan SS3/94, in die skema bekend as Ilsepark ten opsigte van die grond en gebou of geboue geleë te Erf 1622, The Orchards X11, van welke deel die vloeroppervlak, volgens die gemelde deelplan 62 vierkante meter is, gehou kragtens Akte van Transportnr. ST102703/2000. [Die eiendom is ook beter bekend as Ilsepark Eenheid 29, Hultonweg 1662, The Orchards X11].

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Wonderboom, Gedeelte 83 De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord).

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n simpele eenheid, bestaande uit sitkamer, kombuis, 2 slaapkamers, badkamer, stort, toilet en motorafdak.

Zonering: Residensieël.

Verkoopsvoorwaardes: Die Verkoopsvoorwaardes lê ter insae te die kantore van die Balju by bogemelde adres waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 20ste dag van November 2001.

(Get) Mnr G. Van den Burg, Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. Verw: Vd Burg/lvdw/F2163/B1. Tel: 325-3933.

Case Number: 19432/2001

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

In the matter between: SAAMBOU BANK LTD, Judgement Creditor, and MAIFALA GEORGE MOHLALA, 1st Judgement Debtor, and EMMAH MANJANA MOHLALA, 2nd Judgement Debtor

In pursuance of a judgement granted on the 27th of August 2001 in the High Court of South Africa, (Transvaal Provincial Division) and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on the 10th of January 2002 at the Sheriff's Office, 69 Juta Street, Braamfontein at 10h00 without reserve to the highest bidder:

Erf 30140, situated in the Township of Meadowlands Ext 11, Johannesburg, Registration Division I Q, Gauteng.

In extent 223 (Two hundred and twenty three) square metres;

House 30140, Meadowlands Ext 11.

Held by the Judgement Debtors in their names under Deed of Transfer No. TL50120/1995.

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 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the purchaser shall, within 14 (Fourteen) days from the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

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

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

5. The sale shall not proceed unless the Judgement Creditor or his representative is present.

The full conditions may be inspected at the offices of the Sheriff of the High Court, Johannesburg West and Soweto East at nr. 8 Motor Street, Westdene during office hours.

Dated at Pretoria this 13th of November 2001.

Judgement Creditor's Attorneys, Henstock van den Heever, 343 Farenden Street, Arcadia, Pretoria. Ref: C Kotzé/mm/HHM010.

Saaknommer: 19432/2001

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

In die saak tussen: SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en MAIFALA GEORGE MOHLALA, 1ste Eksekusieskuldenaar, EMMAH MANTJANA MOHLALA, 2de Eksekusieskuldenaar

Ingevolge 'n vonnis gelewer op 27 Augustus 2001 in die bogemelde Agbare Hof, en 'n Lasbrief vir Eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 10 Januarie 2002 om 10h00 te die Balju-Kantoor, Jutstraat 69, Braamfontein, aan die hoogste bieder:

Erfnommer: Erf 30140, Meadowlands Ext 11, Johannesburg, Registrasie Afdeling I Q, Gauteng.

Grootte: 223 (tweehonderd drie en twintig) vierkante meter.

Eiendomsadres: Huis 30140, Meadowlands Ext 11.

Soos gehou deur die Eksekusieskuldenaars kragtens Akte van Transport TL50120/1995.

1. Die Verkoping sal onderhewig wees aan die voorwaardes van die Hooggeregshof Wet (soos gewysig), en die reëls gepaardgaande.

2. Die koper moet 10% van die koopprys met 'n bankgewaarborgde tjek of kontant betaal op die dag van die verkoping. Indien die koper finansiering ontvang vanaf 'n finansiële instansie, moet die koper binne 14 (veertien) dae vanaf die datum van die verkoping geskrewe bewys lewer vanaf die genoemde finansiële instansie dat die koper kwalifiseer vir 'n lening. Die leningsbedrag mag nie minder wees nie as die koopbedrag.

3. Die koper sal aanspreeklik wees vir enige rente aan die eksekusieskuldeiser en aan die verbandhouer vanaf die koopdatum tot datum van registrasie, soos uiteengesit in die verkoopsvoorwaardes.

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

5. Die verkoping sal nie voortgaan nie tensy die Eksekusieskuldeiser of sy verteenwoordiger teenwoordig is.

Die volle voorwaardes kan verkry word by die kantore van die Balju van die Hooggeregshof Johannesburg-Wes en Soweto-Oos te Nr. 8 Motorstraat, Westdene.

Gedateer te Pretoria op 13 November 2001.

Prokureur vir Eiser, Henstock Van den Heever, Farendenstraat 343, Arcadia, Pretoria. (Verw: C Kotzé/mm/HHM010.)

Case Number: 18268/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between SAAMBOU BANK LTD, Judgement Creditor, and MADIMETJA GODFREY MACHABA, Judgement Debtor

In pursuance of a judgement granted on the 24th of August 2001 in the High Court of South Africa, (Transvaal Provincial Division) and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on the 18th of January 2002 at the Sheriff's Office, 10 Liebenberg Street, Roodepoort at 10h00 without reserve to the highest bidder:

Portion 2 of Erf 12818, situated in the township Dobsonville Ext 4, City of Johannesburg, Registration Division IQ, Gauteng. In extent 233 (Two hundred and thirty three) square metres.

Held by the Judgement Debtor in his name under Deed of Transfer No. TL48752/1996.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a plaster under tile dwelling comprising 2 bed rooms, dining room, passage, kitchen, bath room, fenced 3 sides.

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 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the purchaser shall, within 14 (Fourteen) days from the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

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

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

5. The sale shall not proceed unless the Judgement Creditor or its representative is present at the sale.

The full conditions may be inspected at the offices of the Sheriff of the High Court, Roodepoort South, during office hours.

Dated at Pretoria this 20 November 2001.

Judgement Creditor's Attorneys, Henstock Van den Heever, 343 Farenden Street, Arcadia, Pretoria. Ref: C Kotzé/HHM025.

Case No. 24981/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: SAAMBOU BANK LIMITED, Plaintiff, and TABANE VICTOR KEKANA, Defendant

A sale in execution of the undermentioned property is to be held at the office of The Sheriff Pretoria North West, Room 603, Olivetti House, Schubart Street, Pretoria, on Friday, 11 January 2002 at 10h00.

Full conditions of sale can be inspected at the Sheriff Pretoria North West, at 1 Iron Terrace, cnr Iscor Avenue (Big Building), Wes Park, 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 6569, Saulsville, Registration Division J.R., Gauteng, measuring 453 square metres and also known as Erf 6569, Saulsville, Pretoria.

Improvements: Dwelling: 1 Lounge, 3 bedrooms, 1 kitchen, 2 bathrooms with toilet.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. Ref. Adri Viviers/X855. Tel. No. 342-9164.

Case No. 26066/2001

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

In the matter between: SAAMBOU BANK LIMITED, Plaintiff, and THEMBA JEREMIA NGWENYA, 1st Defendant, and DOLLY FRANSINA NGWENYA, 2nd Defendant

A sale in execution of the undermentioned property is to be held at the office of The Sheriff, Wonderboom, Portion 83, De Onderstepoort (North of Sasko Mills, Old Warmbaths Road, Bon Accord), on Friday, 11 January 2002 at 11h00.

Full conditions of sale can be inspected at the Sheriff Wonderboom, 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: Erf 23440, Mamelodi Extension 4, Registration Division J R Gauteng, measuring 260 square metres, and also known as Erf 23440, Mamelodi Extension 4.

Improvements: Dwelling: 2 bedrooms, 1 full bathroom, 1 kitchen, 1 lounge.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. Ref. Adri Viviers/X901. Tel. No. 342-9164.

Case No. 5116/2000

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

In the matter between: NEDOR BANK LIMITED, Plaintiff, and HENDRICK SHUBANE, Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (North of Sasko Mills, Old Warmbaths Road, Bon Accord), on Friday, 11 January 2002 at 11h00.

Full conditions of sale can be inspected at the Sheriff Wonderboom, 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: Erf 3634, Doornpoort Ext. 33, Registration Division J.R. Gauteng, measuring 668 square metres, also known as 737 Amandelboom Street, Doornpoort 395JR.

Improvements: Dwelling: 3 bedrooms, 3 bathrooms, 1 kitchen, 6 living rooms, 1 other room. *Outbuildings:* Servants quarters, paving, fencing.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. Ref. Mr Croucamp/Belinda/E3121. Tel. No. 342-9164.

Case No: 17785/01
PH 170

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Judgment Creditor, and PATHER, DAVID, First Judgment Debtor, and SMIT, BARBARA DIANNE, Second Judgment Debtor

Be pleased to take notice that in Execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without a reserve price will be held by the Sheriff of the High Court, Johannesburg East, on the 17th day of January 2002 at the sales rooms of the Sheriff, High Court, Johannesburg East, at 69 Juta Street, Braamfontein, Johannesburg at 10h00 of the undermentioned property/ies of the Judgment Debtor, on the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Johannesburg East, at 69 Juta Street, Johannesburg, prior to the sale:

Erf 332 Yeoville Township, Registration Division I.R., Province of Gauteng, in extent 495 square metres, held by Deed of Transfer T23541/1993.

Subject to conditions therein contained.

The following information is furnished regarding the improvements, although in this regard nothing is guaranteed: *Main building:* 3 x living rooms, 3 x bedrooms, 2 x bathrooms, 1 x other. *Outbuilding:* 1 x garage, 1 x bathroom, 2 x servants rooms, 3 x store-rooms.

Street address: 45 Webb Street, Yeoville, Johannesburg.

Dated at Johannesburg on this the 11th day of December 2001.

Young-Davis Inc, Attorneys for Judgment Creditor, 3rd Floor, Sanlam Arena (Entrance 2), corner Cradock Avenue and Baker Street, Rosebank, Johannesburg. (Tel: 447-1808.) (Ref: Mr H Frank/RJA/MS0519.)

Case Number: 97/14186
PH 630IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ANTHINA FARRELL, Defendant**

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 10 Conduit Street, Kensington "B" on Tuesday the 8 January 2002 at 13:00 of the undermentioned immovable property of the Defendant on the Conditions to be read out by the Auctioneer at the time of the sale, which Conditions will lie for inspection, prior to the sale, at the Office of the Sheriff for the High Court Sandton at 10 Conduit Street, Kensington "B"—

Remaining Extent of Erf 285 Illovo Township, Registration Division I.R., Province of Gauteng, measuring 2378 (two thousand three hundred and seventy-eight) square metres, held by Deed of Transfer T99792/1996, being 42 4th Avenue, Illovo.

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

The dwelling consist of: Lounge, family room, dining room, study, 4 bedrooms, 3 bathrooms, kitchen, w.c., servant's room, double garage, granny flat, swimming pool.

Dated at Johannesburg on this the 19th day of November 2001.

Jay Incorporated, Plaintiff's Attorneys, Level Six Sunnyside Ridge Building, Sunnyside Drive, Parktown. [Tel: (011) 484-2828.] (Ref: 110937/Mrs J Davis/dg.)

Saaknommer: 2226/01

LANDDROSHOF BRAKPAN

ABSA BANK BEPERK en DITSI MP

Eksekusie verkoping—18 Januarie 2002 om 11h00 te Prince George Laan 439 Brakpan deur Balju Brakpan aan die hoogste bieder.

Gedeelte 20 van Erf 1605 Brakpan-Noord Uitbreiding 3 Dorpsgebied (399vkm), geleë Sherwoodstraat 11, Brakpan-Noord Uitbreiding 3, Brakpan.

Beskrywing: Sitkamer, kombuis, 2 slaapkamers, badkamer, buite toilet, enkel motorhuis.

Sonering: Residensiële 2.

Voorwaardes: 10% deposito, rente 14,8%, waarborg binne 15 dae.

Volledige verkoopsvoorwaardes te Balju/Prokureur/Hof.

J. Louwrens, vir Louwrens & Coetzer. (Tel: 740-2326/7.) (Verw: WL/L12398.)

Saak No. 3718/01

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

ABSA BANK BEPERK, en SNYDERS H. J. J.

Eksekusieverkoping—18 Januarie 2002 om 11:00, te Prince George Laan 439, Brakpan, deur Balju, Brakpan, aan die hoogste bieder:

Erf 2029, Brakpan-dorpsgebied (991 vkm), geleë te Derbylaan 80, Brakpan.

Beskrywing: Sitkamer, gesinskamer, kombuis, 3 slaapkamers, badkamer, aparte toilet, buitekamer, 2 buite toilette en dubbel motorhuis.

Sonering: Residensiële 1.

Voorwaardes: 10% deposito, rente 14,5%, waarborg binne 15 dae.

Volledige verkoopsvoorwaardes te Balju/Prokureur/Hof.

J. Louwrens, vir Louwrens & Coetzer. (Tel. 740-2326/7.) (Verw. WL/L12638.)

Case No. 23357/2001

IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and KUNENE, BHEKUYISE VUSUMUZI, First Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held by the Sheriff, Soweto West, at 69 Juta Street, Braamfontein, on Thursday, 10 January 2002 at 10h00, in the forenoon, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, Soweto West, at 7 Amalgam Place, Amalgam, Johannesburg, prior to the sale:

Certain Erf 8644, Protea Glen Extension 11 Township, Registration Division I.Q., the Province of Gauteng, situation: 8644 Protea Glen Extension 11, area 251 (two hundred and fifty-one) square metres.

Improvements (not guaranteed): 2 bedrooms, bathroom, w.c. and 2 other rooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% on the proceeds of the sale up to a price of R30 000 and thereafter 3% to a maximum fee of R7 000 and a minimum of R300.

Dated at Johannesburg on this 23rd day of November 2001.

Tonkin Clacey & Lowndes, Attorney for Plaintiff, First Floor, Avonwold House, 24 Baker Street, Rosebank, Johannesburg. (Tel. 880-6695.) (Ref. 04899E/mgh/tf.)

Case No. 22881/2001

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

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and MASINYANE, STUTTAFORD, First Defendant, and MASINYANE, AGATHA, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit a sale without reserve will be held by the Sheriff, Soweto West, at 69 Juta Street, Braamfontein, on Thursday, 10 January 2002 at 10h00, in the forenoon, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, Soweto West, at 7 Amalgam Place, Amalgam, Johannesburg, prior to the sale:

Certain Erf 2922, Protea Glen Extension 2 Township, Registration Division I.Q., the Province of Gauteng, situation: 2922 Protea Glen Extension 2, area: 286 (two hundred and eighty-six) square metres.

Improvements (not guaranteed): 3 bedrooms, bathroom, w.c. and 2 other rooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser of 10% of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% on the proceeds of the sale up to a price of R30 000 and thereafter 3% to a maximum fee of R7 000 and a minimum of R300.

Dated at Johannesburg on this the 20th day of November 2001.

Tonkin Clacey & Lowndes, Attorneys for Plaintiff, First Floor, Avonwold House, 24 Baker Street, Rosebank, Johannesburg. (Tel. 880-6695.) (Ref. F4430E/mgh/tf.)

Case No. 19218/2001

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

In the matter between ABSA BANK LTD, Execution Creditor, and JURGENS JOHANNES NORTMAN, First Execution Debtor, and MARIA ELIZABETH NORTMAN, Second Execution Debtor

Pursuant to a judgment granted by the above Honourable Court on 8 November 2001, and a warrant of execution served on 21 November 2001, the undermentioned property will be sold by the Sheriff of the Magistrate's Court, Germiston North, on 16 January 2002 at 11h00, at the Sheriff's Offices, at 1st Floor, Tandela House, cnr. De Wet Street and 12th Avenue, Edenvale, to the highest bidder:

Certain Erf 525, Klopperpark Township, Registration Division IR, in the Province of Pretoria-Witwatersrand-Vereeniging, measuring 991 (nine hundred and ninety-one) square metres, held under Deed of Transfer T4966/1982 and also known as 351 Barbara Street, Klopperpark, Germiston (hereinafter referred to as the "property").

Improvements reported (which are not warranted to be correct and are not guaranteed): 1 x lounge, 2 x bathrooms, 2 x toilets, 3 x bedrooms, 1 x kitchen, 1 x garage and driveway.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Bondholder, which was 13,5% per annum at the time of preparation of the conditions from date of sale to date of payment.

2. The purchaser shall be obliged to pay a deposit of 10 (ten) per centum of the price or four hundred rand (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

3. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

The complete terms and conditions of the sale may be inspected at the offices of the Sheriff of the Court, Germiston North.

Dated at Germiston on this 26th day of November 2001.

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

Case No. 13583/98

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

In the matter between ABSA BANK LTD, Execution Creditor, and ARTHUR ERROL KEAN, First Execution Debtor, and ANTOINETTE KEAN, Second Execution Debtor

Pursuant to a judgment granted by the above Honourable Court on 22 June 1998 and a warrant of execution served on 21 November 2001, the undermentioned property will be sold by the Sheriff of the Magistrate's Court, Alberton, on 16 January 2002 at 10h00, at the Sheriff's Offices at 8 St Columb Street, New Redruth, Alberton, to the highest bidder:

Certain Erf 130, Southcrest Township, Registration Division IR, in the Province of Gauteng, measuring 694 (six hundred and ninety-four) square metres, held under Deed of Transfer No. T46260/1989 and also known as 12 Carter Street, Southcrest, Alberton (hereinafter referred to as the "property").

Improvements reported (which are not warranted to be correct and are not guaranteed): 1 x dining-room, 1 x lounge, 3 x bedrooms, 1 x kitchen, 2 x bathrooms and 1 garage—property is fenced.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Bondholder, which was 13,5% per annum at the time of preparation of the conditions from date of sale to date of payment.

2. The purchaser shall be obliged to pay a deposit of 10 (ten) per centum of the price or four hundred rand (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

3. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

The complete terms and conditions of the sale may be inspected at the offices of the Sheriff of the Court, Alberton.

Dated at Germiston on this the 26th day of November 2001.

(Sgd.) L. Taitz, for Taitz & Skikne, Judgment Creditor's Attorneys, 27 Kinross Street, cnr. Queen Street (P.O. Box 60), Germiston. (Tel. 825-3516.) (Ref. L. Taitz/ns/12125/63501.)

Case No. 8393/2001

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

In the matter between THE BODY CORPORATE OF HAMPTON COURT, Judgment Creditor, and JOHN CHRISTOPHER TAYLOR, Judgment Debtor

In pursuance of a judgment granted on the in the Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on Wednesday, the 16th January 2002 at The Sheriff's Office, 1st Floor, Tandela House, Cnr De Wet Street and 12th Avenue, Edenvale at 11h00 to the highest bidder:

Certain: Section 96, as shown and more fully described on Sectional Plan No. SS144/96 in the scheme known as Hampton Court in respect of the land and building or buildings situate at Edenglen Ext 51, 1498, 1499 Township, in the area of City of Johannesburg of which section the floor area, according to the said sectional plan is 78 sqm (seventy-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;

and exclusive use areas described as Covered Parking Bay No. C151, measuring 11 square metres and Open Parking No. P36, measuring 12 square metres, being as such part of the common property comprising of the land and the scheme known as Hampton Court in respect of the land and building or buildings situate at Edenglen Ext 51, 1498, 1499 Township, City of Johannesburg as shown and more fully described on Sectional Plan No. SS144/96; held by Certificate of Real Rights SK2112/1996S.

Also known as: Unit 96, Hampton Court, Erasmus Road, Edenglen.

Measuring: 78 square metres.

Held by: Deed of Transfer Number ST2682/1996.

Zone: Residential 1.

Improvements: 1 lounge, 2 bedrooms, 1 bathroom, 1 kitchen, 1 toilet, carport and open parking bay.

Material conditions of sale:

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

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

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

Dated at Edenvale this 22 November 2001.

Judgment Creditor's Attorneys, Calteaux & Partners, 165 Van Riebeeck Avenue, cor Andries Pretorius Street, Eastleigh Ridge, Edenvale, 1609.

Case No: 2696/2000

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

In the matter between: THE STANDARD BANK OF SA LTD, Plaintiff, and CASHEN: JEAN NORMA, Defendant

On the 16 day of January 2002 at 10h00, a public auction will be held at the Sheriff's Office at Sheriff, Alberton, 8 St Columb Street, New Redruth, Alberton at which the Sheriff will, pursuant to the judgment of the above Honourable Court in this action, Warrant of Execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain: 1052 Brackenhurst Extension 1 Township, Registration Division IR, Province of Gauteng, situate at 6 Dormehl Street, Brackenhurst Ext. 1, Alberton.

Measuring: 1718 square metres.

Held under Deed of Transfer No. T23781/1992.

The following improvements of a single storey dwelling under tiled roof with 4 bedrooms, 2 bathrooms, 2 toilets, 1 lounge, 1 diningroom, 1 kitchen, 1 study, 1 double garage, swimmingpool and tennis court (not warranted to be correct in every respect).

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrate's Court Act and the Rules made thereunder or any amendment thereto or substitution therefor and, subject thereto, the property shall be sold "voetstoots" to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by Nedcor Bank Limited.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the purchase price, immediately after the sale and the balance of the purchase price, immediately after the sale and the balance of the purchase price and interest shall, within 14 (fourteen) days of date of sale, be paid or secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancers on request, the fees of the Sheriff 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 leasehold and other charges which are payable to the local or other authority, prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of the existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liabilities shall pass to the purchaser.

Signed at Germiston this 5 day of December 2001.

Stupel & Berman Inc., 70 Lambert Street, Germiston; P O Box 436, Germiston, 1400; Docex 3, Germiston. Ref: Mr Draper/DG/0041. Tel: 873-9100.

Case No. 24951/99

IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and PADAYCHEE: SEVERLINGHAM, Defendant**

In execution of a Judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Westonaria, at 50 Edwards Avenue, Westonaria, on Friday, the 11 January 2002 at 10h00 in the forenoon, of the undermentioned property of the Defendant on Conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale.

Certain: Erf 3453, Lenasia South Township, Registration Division I.Q., the Province of Gauteng.

Situation: 1936 Impala Street, Lenasia South.

Area: 876 (eight hundred and seventy six) square metres.

Improvements (not guaranteed): 5 Bedrooms, 4 bathrooms, 7 other rooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable and calculated at 5% on the proceeds of the sale up to a price of R30 000 and thereafter 3% to a maximum fee of R7 000 and a minimum of R300.

Dated at Johannesburg on this the 27 day of November 2001.

Tonkin Clacey & Lowndes, Attorneys for Plaintiff, 1st Floor, Avonwold House, 24 Baker Street, Rosebank, Johannesburg. Tel. 880-6695. Ref. Z6925E/mgh/tf.

Case No. 16610/2000

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

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and SWANEPOEL: EUGENE, First Defendant, and SWANEPOEL: NICOLEEN, Second Defendant

In execution of a Judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held by the Sheriff, Johannesburg West, at 69 Juta Street, Braamfontein, on Thursday, the 10 January 2002 at 10h00 in the forenoon, of the undermentioned property of the Defendant on Conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff Johannesburg West, at 8 Motor Str., Westdene, prior to the sale.

Certain: 1. Erf 1309, Newlands (JHB) Township, Registration Division I.Q., the Province of Gauteng.

2. Erf 1310 Newlands (JHB) Township, Registration Division I.Q., the Province of Gauteng.

Situation: 159 Alberts Road, Newlands (JHB).

Area: 1. 248 (two hundred and forty eight) square metres.

2. 248 (two hundred and forty eight) square metres.

Improvements (not guaranteed): 3 Bedrooms, bathroom, 3 other rooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable and calculated at 5% on the proceeds of the sale up to a price of R30 000 and thereafter 3% to a maximum fee of R7 000 and a minimum of R300.

Dated at Johannesburg on this the 19 day of November 2001.

Tonkin Clacey & Lowndes, Attorneys for Plaintiff, 1st Floor, Avonwold House, 24 Baker Street, Rosebank, Johannesburg. Tel. 880-6695. Ref. Z8625E/mgh/tf.

Case Nr: 15543/90

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

In the matter between: BANKORP LIMITED/ T/A TRUSTBANK, Execution Creditor, and BARRY WILLIAM GEORGE MULLER, 1st Execution Debtor, and SALOME MULLER, 2nd Execution Debtor

In pursuance of a judgement in the above Honourable Court and a warrant of execution dated 10 May 2000 the following property will be sold in execution at 182 Leeuwpoot Street, Boksburg, on 11 January 2002 at 11h15 and of the premises, namely:

Erf 315, Parkrand Township, Registration Division I.R., Transvaal, Province of Gauteng.

Measuring: 1446 (one thousand four hundred and fourty six) square metres.

Held under Deed of Transfer T35010/1987.

Material conditions of sale:

1. The property shall be sold without a reserve price 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, the conditions of the Title Deed insofar as these are applicable and further subject to the Conditions of Sale which are referred to in paragraph 4 hereof.

2. The following improvements on the property are reported, but nothing is guaranteed:

Main building: Dwelling with tile roof consisting of: Entrance hall, lounge, family room, dining room, kitchen, scullery, 4 bedrooms, 2 bathrooms, 2 garages, 1 study, servants quarters, swimming pool & lapa, surrounded by brick walls.

3. 10% of the purchase price and Auctioneer's charges in cash or by way of Bank guaranteed cheque on the day of the sale, and the balance plus interest at 26% per annum payable against registration of transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Boksburg Magistrate's Court, 182 Leeuwpoot Street, Boksburg.

Dated at Edenvale on 26 November 2001.

(Sgd) E Lourens, Lourens & De Lange Attorneys, Execution Creditor's Attorneys, Eden Mall, Upper Shopping Level, 53 Van Riebeeck Avenue, Edenvale. P O Box 4343, Edenvale, 1610. Ref: R302/A Kay. Tel: (011) 453-9485.

Case No: 17785/01
PH 170IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between: STANDARD BANK OF SOUTH AFRICA LIMITED, Judgment Creditor, and PATHER, DAVID, First Judgment Debtor, SMIT, BARBARA DIANNE, Second Judgment Debtor**

Be pleased to take notice that in execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff of the High Court, Johannesburg East, on the 17th day of January 2002 at the sales rooms of the Sheriff, High Court, Johannesburg East, at 69 Juta Street, Braamfontein, Johannesburg at 10h00 of the undermentioned property/ies of the Judgment Debtor, on the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Johannesburg East, at 69 Juta Street, Johannesburg, prior to the sale:

Erf 332, Yeoville Township, Registration Division I.R., Province of Gauteng, in extent 495 square metres, held by Deed of Transfer T23541/1993, subject to conditions therein contained.

The following information is furnished regarding the improvements, although in this regard nothing is guaranteed: *Main building*: 3 x living rooms, 3 x bedrooms, 2 x bathrooms, 1 x other. *Outbuildings*: 1 x garage, 1 x bathroom, 2 x servants rooms, 3 x store rooms.

Street Address: 45 Webb Street, Yeoville, Johannesburg.

Dated at Johannesburg on this the 11th day of December 2001.

Young-Davis Inc., Attorneys for Judgment Creditor, 3rd Floor, Sanlam Arena (Entrance 2), corner Cradock Avenue and Baker Street, Rosebank, Johannesburg. (Tel. 447-1808.) (Ref: Mr H FRANK/RJA/MS0519.)

Case No: 90234/00
PH 510

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

In the matter between THE BODY CORPORATE OF CRYSTAL MEWS, Judgment Creditor, and SIFELANI JABULANI MLAMBO, Second Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 7 March 2001 issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, Johannesburg East on the steps of the Magistrate's Court, Johannesburg at 10:00 am on the 18th January 2002.

Certain: Section No. 33, as shown and more fully described on Sectional Plan No. SS 1151/98 in the scheme known as Crystal Mews in respect of the land and building or buildings situate at Bramley View, Extension 15, Township Local Authority Area of the City of Johannesburg, measuring 52 (fifty two) square metres, held by Deed of Transfer No. ST128964/98 (Flat 33, Crystal Mews, 23 Orchard Road, Bramley, Johannesburg).

Conditions of sale:

1. The property shall be sold without a reserve price to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court and the Rules made thereunder and of the Title Deed, insofar as these are applicable.

2. The following improvements on the property is reported but nothing is guaranteed: 3 bedrooms, separate toilet, bathroom, open plan dining and lounge, kitchen and burglar proofing.

3. *Terms*: The purchase price shall be paid as to 10% thereof on the day of the sale, to the Sheriff of the Court and the unpaid balance thereof, together with interest thereon from the date of sale to the date of registration of transfer at the rate of 24% per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the office of the Sheriff of the Court for Sheriff Johannesburg East: 69 Juta Street, Braamfontein, Johannesburg.

Dated at Johannesburg on this 21st day of November 2001.

Brodin Sohn Attorneys, Attorneys for Plaintiff, 3rd Floor, North State Building, cnr. Kruis & Market Streets, Johannesburg. (Tel: 331-6772.) (Fax: 331-1308.) (Ref: Mr M. D. BRODKIN/CP0759.)

Case No. 73714/00
PH 342

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

In the matter between: REGENT PLACE BODY CORPORATE, Plaintiff, and MONYELA: MR H M, First Defendant, MONYELA: MRS M L, Second Defendant

On the 18th day of January 2002 at 10h00 a public auction will be held at the Magistrate's Court, Fox Street Entrance, Johannesburg, at which the Sheriff of the Court shall, pursuant to a Judgment of the Court in this action, Warrant of Execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain: Unit No. 5 and its share in the common property as shown and more fully described on Sectional Plan No. SS78/1987 in the scheme known as Regent Place, in respect of the land and building/s situate at Yeoville Township, City of Johannesburg, held by Deed of Transfer No. ST44582/1998.

Also known as: 201 Regent Place, 48 Regent Street, Yeoville, Johannesburg.

Measuring: 186 (one hundred and eighty six) square metres plus an undivided share in the common property.

Improvements: Which are not warranted to be correct and are not guaranteed:

Four bedrooms, two bathrooms, lounge, dining room, kitchen, maids quarters and garage parking (hereinafter referred to as "the property").

Material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrate's Court Act, 32 of 1944, and the Rules made thereunder or any amendment thereof for substitution therefor and subject thereto, the property will be sold "voetstoots" to the highest bidder without a reserve price.

2. The price shall bear interest at the rate of 13,5% (thirteen comma five per centum) per annum or if the claim of the Bondholder exceeds the price, interest amounting to the same as interest at that rate on that claim subject to such interest not exceeding the maximum amount allowed by law.

3. The Purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price immediately after the sale and the balance of the price and interest, shall, within 14 (fourteen) days of the date of the sale be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the Purchaser.

4. The Purchaser shall be liable for and shall pay to the Plaintiff's Conveyancers on request the fees of the Sheriff of the Court 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 Section 50 of the Local Government Ordinance (Transvaal) 1939 or any amendment thereto or substitution therefor.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the Purchaser upon the sale being effected from which date all benefit, risks and liabilities shall pass to the Purchaser.

The conditions of sale may be inspected at the offices of the Sheriff, of the Court, Johannesburg East, 69 Juta Street, Braamfontein, Johannesburg.

Dated at Johannesburg on this the 3rd day of December 2001.

Signed A. Joseph, Arnold Joseph, Plaintiff's Attorney, 3rd Floor, 17 Baker Street, Rosebank. Tel: 447-2376.
Ref: Mr A Joseph/fd/12744.

To: The Clerk of the Court, Johannesburg.

Case No: 99/5945

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

**In the matter between: SHARON WESSELS NO and JASMITH, RAMA (First Defendant) and
MACONI, GAVIN (Second Defendant)**

Pursuant to a judgment of the above Honourable Court the first defendant's half share in the undermentioned property will be sold in execution at 10:00 on 17 January 2002, 69 Juta Straat, Braamfontein without a reserve price. It has to be brought to the public's attention, however, that the property carries outstanding rates, taxes and utility bills in excess of R100 000, which costs would have to be borne by any prospective purchaser in addition to the purchase price in respect of the property and attendant costs.

The property: Erf 413, Nancefield, Registration Division IQ, Province of Gauteng, held by Deed of Transfer No. T62767/1998 and situate at 52 Jesmond Street, Nancefield Industrial.

Description (not guaranteed): The property is zoned Industrial 1.

The stand is approximately 2023 square metres with a single storey building which was two offices, a toilet and working yard at the back.

Terms: 10% of the purchase price and auctioneer's charges payable 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 to be furnished within 45 days from date of sale. Auctioneer's charges are 5% on the proceeds of the sale up to a price of R30 000 and thereafter 3% up to a maximum fee of R7 000,00. Minimum charges R300,00.

Conditions of sale will be read out and may be inspected at the offices of the Sheriff, 115 Rose Avenue, Lenasia, 1827 (telephone no (011) 852 2170).

Dated at Johannesburg on 14 December 2001.

Werksmans Attorneys, Execution Creditor's Attorneys, 115 - 5th Street, Sandown, Sandton, 2196; Private Bag 10015, Sandton, 2146. Tel: (011) 535 8000. Fax: (011) 535 8600. Ref: Ms Kahn.

EASTERN CAPE OOS-KAAP

Case No: 93793/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH
HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

**In the matter between ABSA BANK LIMITED, Plaintiff, and DENNIS HARRY MATTHEWS,
First Defendant, and MAUREEN MATTHEWS, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated the 25th October 1996, the property listed hereunder will be sold in execution on Friday, the 18th day of January 2002 at 14h15 in front of the New Law Courts, Govan Mbeki Avenue, North End, Port Elizabeth:

Erf 10744, Bethelsdorp, in the Nelson Mandela Metropolitan Municipality, Division of Port Elizabeth, Province of the Eastern Cape, in extent 170 square metres, held under Deed of Transfer No T26216/93, situate at 36 Denson Street, Bethelsdorp, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a brick under asbestos residential dwelling consisting of lounge, kitchen, 2 bedrooms, 1 bathroom/wc.

Conditions of sale:

The purchase price shall be payable as a deposit in cash of 10% and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this the 13th day of December 2001.

Brown Braude & Vlok Inc, Plaintiff's Attorneys, 317 Cape Road, Newton Park, Port Elizabeth. (Ref: Mr D C Baldie/ap.)

Case No: 87578/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH
HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between ABSA BANK LIMITED, Plaintiff, and AROONSCLIM MALAPERMALA, SARASWATHI MALAPERMALA and MUNIAMALL CHETTY, cited herein in their capacities as the Trustees for the time being of the KUMKEVREN FAMILY TRUST, No IT2334/97, Defendant

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated the 23rd March 1999, the property listed hereunder will be sold in execution on Friday, the 18th day of January 2002 at 14h15 in front of the New Law Courts, Govan Mbeki Avenue, North End, Port Elizabeth:

Erf 1127, Lorraine, in the Nelson Mandela Metropolitan Municipality, Division of Port Elizabeth, Province of the Eastern Cape, in extent 3 753 square metres, held under Deed of Transfer No. T15796/98, situate at 304 Kragga Kamma Road, Lorraine, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a brick under Masista Slate residential dwelling consisting of entrance hall, family room, lounge, dining room, kitchen, pantry, 5 bedrooms, study, 1 bathroom/wc/shower, laundry, wc, sunroom and outbuildings consisting of 4 garages, 1 carport, 2 service rooms, shower/wc.

Conditions of sale:

The purchase price shall be payable as a deposit in cash of 10% and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this the 13th day of December 2001.

Brown Braude & Vlok Inc, Plaintiff's Attorneys, 317 Cape Road, Newton Park, Port Elizabeth. (Ref: Mr D C Baldie/ap.)

Case No. 28133/93

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

**In the matter between: BOE BANK LIMITED, Registration Number 51/00847/06, the successor
in title to NBS Bank Limited, Plaintiff, and FUSILE MOSES XALISA, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 5 October 1993 and a writ of execution dated 11 October 1993, the property listed hereunder will be sold in execution on Friday, 18 January 2002 at the Magistrate's Court, North End, Port Elizabeth, at 14h15:

Certain Erf 555 (now 2824), kwaDwesi, Administrative District of Port Elizabeth, measuring 267 (two hundred and sixty seven) square metres, situated at 14 Mthinza Street, kwaDwesi Stage 2, Port Elizabeth.

Improvements: Although not guaranteed, it consists of a single storey, detached, x-block under asbestos roof private dwelling with fitted carpets, lounge, kitchen, 3 bedrooms, 1 bathroom, 1 toilet.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18% (eighteen percent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 30th day of November 2001.

Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, P O Box 59, Port Elizabeth. [Tel: (041) 396-9255.]

Saak No. 2349/99

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Suid-Oos Kaapse Plaaslike Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en ANDRIES JACOBUS PETRUS NEL, 1ste Verweerder, en SOPHIA CECILIA NEL, 2de Verweerder

Ter uitvoering van 'n vonnis in die bogenoemde Agbare Hof gedateer 18 Oktober 1999 en 'n lasbrief vir eksekusie, sal die volgende eiendom per openbare veiling verkoop word sonder reserwe en aan die hoogste bieder op Vrydag die 11de Januarie 2002 by die kantore van die Balju vir die Hooggeregshof te Veilingskamers, h/v Rink- en Clydestraat, Grond Vloer, Port Elizabeth om 3.00 nm, naamlik:

Erf 826, Algoa Park, in die Nelson Mandela Metropolitaanse Munisipaliteit, Afdeling van Port Elizabeth, groot 496 vierkante meter gehou deur Verweerders onder Titellakte Nommer T38187/94, welke eiendom ook bekend staan as Nieshoutstraat 25, Algoa Park, Port Elizabeth.

Alhoewel niks gewaarborg, bestaan die eiendom uit 'n enkelverdieping baksteen woonhuis met sitkamer, kombuis, twee slaapkamers en badkamer en buitegeboue bestaande uit 'n stoorkamer.

Die volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping gelees word en kan voor die verkoping gelees word en kan voor die datum van verkoping geïnspekteer word by die kantoor van die Balju van die bogemelde Agbare Hof.

Die koopprijs sal betaalbaar wees by wyse van 'n deposito van 10% en die saldo, verseker te word by wyse van 'n bankwaarborg wat deur die Eiser se Prokureurs goedgekeur is, en gelewer binne 14 dae vanaf die datum van die verkoping, betaalbaar teen registrasie van oordrag. Balju-koste teen 5% tot 'n bedrag van R30 000,00 en daarna 3% tot 'n maksimum bedrag van R7 000,00 en 'n minimum van R300,00.

Gedateer te Port Elizabeth op hierdie 30ste dag van November 2001.

Pagdens Stuldings, Eiser se Prokureurs, Castle Hill 18, Sentraal, Port Elizabeth. (Tel. 502-7248.) (Verw. E Michau/S2997/13.)

Saak No. 2102/00

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Suid-Oos Kaapse Plaaslike Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en CORTJE FAMILIE TRUST, 1ste Verweerder, FREDDIE CORTJE, 2de Verweerder, GARETH FREDERICK CORTJE, 3de Verweerder, en SERGIO FERGUS CORTJE, 4de Verweerder

Ter uitvoering van 'n vonnis in die bogenoemde Agbare Hof gedateer 6de November 2000 en 'n lasbrief vir eksekusie, sal die volgende eiendom per openbare veiling verkoop word sonder reserwe en aan die hoogste bieder op Vrydag die 11de Januarie 2002 by die kantore van die Balju vir die Hooggeregshof te Veilingskamers, Grond Vloer, hoek van Rink- en Clydestraat, Port Elizabeth om 3.00 n.m.:

Erf 3514, Walmer, in die Munisipaliteit en Afdeling van Port Elizabeth, provinsie Oos-Kaap, grootte 1 460 vierkante meter en gehou deur Verweerders onder Titellakte Nommer T72040/98 ook bekend as Haydnstraat 1, Walmer Heights, Port Elizabeth.

Alhoewel niks gewaarborg, bestaan die eiendom uit 'n enkelverdieping baksteen woonhuis met ingangsportaal, sitkamer, eetkamer, kombuis, vyf slaapkamers, twee studeerkamers, gesinskamer, wassery, drie badkamers en buitegeboue bestaande uit 'n dubbel motorhuis en stoorkamer.

Die volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping gelees word en kan voor die verkoping gelees word en kan voor die datum van verkoping geïnspekteer word by die kantoor van die Balju van die bogemelde Agbare Hof.

Deurslaggewende verkoopsvoorwaardes: Die koopprijs sal betaalbaar wees by wyse van 'n deposito van 10% en die saldo, verseker te word by wyse van 'n bankwaarborg wat deur die Eiser se Prokureurs goedgekeur is, en gelewer binne 14 dae vanaf die datum van die verkoping, betaalbaar teen registrasie van oordrag. Balju-koste teen 5% tot 'n bedrag van R30 000,00 en daarna 3% tot 'n maksimum bedrag van R7 000,00 en 'n minimum van R300,00.

Gedateer te Port Elizabeth op hierdie 5de dag van Desember 2001.

Pagdens Stuldings, Eiser se Prokureurs, Castle Hill 18, Sentraal, Port Elizabeth. (Tel. 502-7248.) (Verw. E Michau/S2802/93.)

Case No. 76590/96

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

In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), te successor in title to NBS BANK LIMITED, Plaintiff, and MXOLISI SIMON MFUNDA, First Defendant, and NOMTHANDAZO EVELYN MFUNDA, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 27 August 1996 and a writ of execution dated 10 September 1996 the property listed hereunder will be sold in execution on Friday, 18 January 2002 at the Magistrate's Court, North End, Port Elizabeth at 14h15:

Certain Erf 1327, Hunter's Retreat, Municipality and Division of Port Elizabeth, measuring 907 (nine hundred and seven) square metres, situated at 41 Pollock Street, Rowallan Park, Port Elizabeth.

Improvements: Although not guaranteed, it consists of a single storey, detached, brick under IBR mono pitch roof private dwelling with fitted carpets, lounge/dining room, study, kitchen with oven and hob, 3 bedrooms, 2 bathrooms, 1 shower, 2 toilets, 2 garages, swimming pool and surrounding walls.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 21,25% (twenty one comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

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

Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, P O Box 59, Port Elizabeth. [Tel. (041) 396-9255.]

Case No. 1170/1997

IN THE HIGH COURT OF SOUTH AFRICA
(Transkei Division)

In the matter between: JAMES SOTSHANGANE MZAZA, Plaintiff, and CYPRIAN JONGINTABA SITSILA, Defendant

In pursuance of judgment granted by the Honourable Court dated 7th day of September 2001 and Writ of Execution dated 3rd day of October 2001 the following property will be sold in execution on Friday the 1st day of March 2002 at 11 am at the premises to the highest bidder.

Erf No. 231 Mount Frere, situated in the Municipality of Mount Frere, District of Kwa-Bhaca, being the remainder of Erf 337, Mount Frere Province of the Eastern Cape, in extent eight five nought three (8 505) square metres.

The conditions of sale may be inspected at the Office of the Sheriff of the High Court, Mount Frere, from the 14th day of January 2002.

Dated at Umtata this 18th day of December 2001.

T. A. Nkele & Sons, Plaintiff's Attorneys, 30 Sprigg Street, Umtata.

The Sheriff of the High Court, Mount Frere.

Case No. 49/1997

IN THE HIGH COURT OF SOUTH AFRICA
(Transkei Division)

In the matter between: DANIEL DAKANA, Plaintiff, and NOZUKO JERLINA DAKANA, Defendant

In pursuance of judgment granted by the Honourable Court dated 5th day of June 2000 and Deed of Settlement dated 5th June 2000 issued thereon, the following property will be sold in execution on Friday the 1st day of March 2002 at 11 am at the premises to the highest bidder.

The Farm No. 340, Division of East London, Province of the Eastern Cape, in extent sixteen comma nought four eight six (16,0486) square metres.

The conditions of sale may be inspected at the Office of the Sheriff of the High Court, East London, from the 14th day of January 2002.

Dated at Umtata this 18th day of December 2001.

T. A. Nkele & Sons, Plaintiff's Attorneys, 30 Sprigg Street, Umtata.

The Sheriff of the High Court, Mount Frere.

Case No. 1658/00

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and GOEZAIN YAMA NORKIE, First Defendant, and MUREEDA NORKIE, Second Defendant

In pursuance of a Judgment of the above Honourable Court dated 6 September 2000, and the Warrant of Execution dated 12 September 2000, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 11 January 2002 at 15h00 at Sheriff's Auction Room, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth:

Erf 921, Gelvandale, in the Municipality and Division, Port Elizabeth, measuring 317 square metres, held by Deed of Transfer No. T38334/1986, situated at 84 Gail Road, Gelvandale, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Lounge, kitchen, 2 bedrooms and bathroom with w.c.

A substantial bond can be arranged for an approved purchaser.

The full Conditions of Sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished within 14 days of the date of sale. Sheriff's charges at 5% on the first R30 --- and 3% on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 15th day of November 2001.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central Port Elizabeth. [Tel. (041) 582-1250.] (Ref. E J MURRAY/C. Parker.)

Case No: 2255/01

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

BOE BANK LIMITED, registration number 51/00847/06, the successor in title to NBS BANK LIMITED, Plaintiff, and SIZWE OSCAR MAGWACA, First Defendant, and NOZUKO ALBERTINA MAGWACA, Second Defendant

In pursuance of a Judgment of the above Honourable Court dated 16 October 2001 and an Attachment in Execution dated 9 November 2001 the following property will be sold at sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, Cnr of Rink and Clyde Streets, Port Elizabeth, by public auction on Friday, 18 January 2002 at 15h00.

Erf: 12391 (previously Erf 684), Motherwell, Municipality of Port Elizabeth and Division of Uitenhage, Province of the Eastern Cape.

Measuring: 200 (two hundred) square metres.

Situated at: 169 Mtendwe Street, Motherwell NU 7, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consisting of a single storey, detached, block under tile roof private dwelling with fitted carpets, lounge, kitchen, 2 bedrooms, 1 bathroom, 1 toilet.

The Conditions of Sale will be read prior to the sale and may be inspected at the Office of the Sheriff, 15 Rink Street, Central, Port Elizabeth 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) 3969255.

Terms: 10% deposit and Sheriff's Charges of 5% of the proceeds of the sale which shall be paid by the purchaser up to the 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 this the 15th day of November 2001.

Per: (Sgd) Mr G Lotz, Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. Ref: Mr G Lotz/bg/45942.

Case No: 2285/01

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

BOE BANK LIMITED, registration number 51/00847/06, Plaintiff, and GLEN ANDREW MEW, Defendant

In pursuance of a Judgment of the above Honourable Court dated 22 October 2001 and an Attachment in Execution dated 9 November 2001 the following property will be sold at Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, Cnr of Rink and Clyde Streets, Port Elizabeth, by public auction on Friday, 18 January 2002 at 15h00.

Erf: 967, Theescombe, Nelson Mandela Metropolitan Municipality, Division of Port Elizabeth, Province of the Eastern Cape.
Measuring: 910 (nine hundred and ten) square metres.

Situated at: Cnr of 22 Nerina Street/1 Silas Street, Kamma Park, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consisting of a single storey, detached, block under tile roof private dwelling with fitted carpets, lounge, kitchen, 3 bedrooms, 1 bathroom, 1 shower, 1 toilet.

The Conditions of Sale will be read prior to the sale and may be inspected at the Office of the Sheriff, 15 Rink Street, Central, Port Elizabeth 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) 3969255.

Terms: 10% deposit and Sheriff's Charges of 5% of the proceeds of the sale which shall be paid by the purchaser up to the 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 this the 15th day of November 2001.

Per: (Sgd) Mr G Lotz, Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. Ref: Mr G Lotz/bg/45941.

Case No: 2254/01

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

**BOE BANK LIMITED, registration number 51/00847/06, the successor in title to NBS BANK LIMITED, Plaintiff, and
NOMAYINI MIRRIAN ZINTO, Defendant**

In pursuance of a Judgment of the above Honourable Court dated 16 October 2001 and an Attachment in Execution dated 9 November 2001 the following property will be sold at Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, Cnr of Rink and Clyde Streets, Port Elizabeth, by public auction on Friday, 18 January 2002 at 15h00.

Erf: 1517 (previously Erf 582), Kwadwesi, situate in the Kwamagxaki/Kwadwesi Development Area, Administrative District of Port Elizabeth.

Measuring: 510 (five hundred and ten) square metres.

Situated at: 9 Mbaba Street, Kwadwesi, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consisting of a single storey, detached, block under tile roof private dwelling with lounge/diningroom, kitchen, 3 bedrooms, 1,5 bathrooms, 1 shower, 2 toilets, 1 garage.

The Conditions of Sale will be read prior to the sale and may be inspected at the Office of the Sheriff, 15 Rink Street, Central, Port Elizabeth 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) 3969255.

Terms: 10% deposit and Sheriff's Charges of 5% of the proceeds of the sale which shall be paid by the purchaser up to the 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 this the 15th day of November 2001.

Per: (Sgd) Mr G Lotz, Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. Ref: Mr G Lotz/bg/45940.

Case No: 2324/01

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

In the matter between ABSA BANK LIMITED, Plaintiff, and NICHOLAS MTUTUZELI MASIKO, Defendant

In pursuance of Judgment of the above Honourable Court dated 22 October 2001, and the Warrant of Execution dated 25 October 2001, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 11 January 2002 at 15h00 at Sheriff's Auction Room, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth:

Erf 7205, Motherwell (previously Erf 1213 Motherwell NU 5 Phase 1), in the Administrative District of Uitenhage, measuring 694 square metres, held by Certificate of Registered Grant of Leasehold No. TL4042/89 situate at 43 Gxulu Street, Motherwell, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Lounge, diningroom, 3 bedrooms, bathroom, bathroom with w/c, kitchen.

A substantial bond can be arranged for an approved purchaser.

The full Conditions of Sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of The Sheriff of the above Honourable Court.

Material conditions of sale:

The purchase price will be payable by means of a deposit of 10% and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished within 14 days of the date of the sale. Sheriff's charges at 5% on the first R30 000,00 and 3% on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 15th day of November 2001.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. [Tel: (041) 582-1250.] (Ref: E J Murray/cjp.)

Case No: 2535/01

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

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and IRENE LYDIA VERONICA GALLANT, Defendant

In execution of a Judgment of the above Honourable Court dated 5th November, 2001 the following property will be sold in execution by public auction to the highest bidder in the Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth on Friday, January 11th, 2002 at 15h00.

Erf 9736, Bethelsdorp, in the Nelson Mandela Metropolitan Municipality, Division of Port Elizabeth, in extent 277 square metres, situate at 149 Barend Street, Salt Lake, Port Elizabeth.

Improvements consist of:

A semi-detached single storey house, precast under asbestos roof, with lounge, kitchen and two bedrooms, with outbuilding, being one toilet and walling.

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 22nd day of November, 2001.

Selwyn Solomon & Company, Plaintiff's Attorneys, 582/6 Govan Mbeki Avenue, Port Elizabeth.

Case No. 2289/01

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

In the matter between ABSA BANK LIMITED, Plaintiff, and NDOYISILE GILBERT NTUKELA, First Defendant, and DENISE PETERS, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 22 October 2001, and the Warrant of Execution dated 25 October 2001, the following property will be sold, voetstoots, in execution without reserve, to the highest bidder on 11 January 2002 at 15h00 at Sheriff's Auction Room, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth:

Erf 7070, Motherwell (formerly Erf 1078, Motherwell NU5 Phase 1), in the Administrative District of Uitenhage, measuring 270 square metres, held by Certificate of Registered Grant of Leasehold No. TL2954/89, situate at 38 Hlabati Street, Motherwell, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Lounge, 2 bedrooms, 1 bathroom, kitchen.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of The Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished within 14 days of the date of the sale. Sheriff's charges at 5% on the first R30 000,00 and 3% on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 14th day of November 2001.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth, [Tel. (041) 582-1250.] (Ref: E J Murray/cjp.)

Case No. 20291/01

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

In the matter between ABSA BANK LIMITED, Plaintiff, and TOBILE MAKALIMA, First Defendant, and THOKOZILE MAKALIMA, Second Defendant

The following property will be sold in execution on 9th January 2002 at 10h00, in the foyer of the Magistrate's Court, Mdantsane, to the highest bidder subject to the provisions of the conditions of sale:

Erf: Ownership Unit No. 3190, situate in Mdantsane Unit 6 Township, District of Mdantsane, in extent 375 square metres, held by virtue of Deed of Grant No. TX256/1982 CS registered on 29/6/1982, known as 3190 Unit 6, Mdantsane.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, King William's Town/Mdantsane, and these will be read out immediately before the sale.

The following particulars are furnished, but not guaranteed: Fairly well located convenience store, premise close to school. Dated at East London: 20th November 2001.

Abdo and Abdo, Plaintiff's Attorneys, 7th Floor, Gasson Centre, Church Street, East London. (Ref. D.A. Barter Z09959.)

Case No: 940/2001

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

STANDARD BANK OF S.A. LIMITED, Plaintiff, and WILLEM HENDRIK STRUWIG, in his capacity as Trustee for the time being of the W H STRUWIG FAMILY TRUST, IT 2742/1996, First Defendant, MULLERINA VAN NIEKERK STRUWIG, in her capacity as Trustee for the time being of the W H STRUWIG FAMILY TRUST, IT 2742/21996, Second Defendant, WILLEM HENDRIK STRUWIG, Third Defendant, and MULLERINA VAN NIEKERK STRUWIG, Fourth Defendant

In pursuance of a Judgment of the above Honourable Court dated 19 September 2001 and Attachment in Execution dated 3 October 2001, the following property will be sold at 9 Van Niekerk Street, Middelburg, by public auction on Wednesday, 16 January 2002 at 10h00.

Erf: 1034, Middelburg, in the area of the Middelburg Transitional Council, Division of Middelburg, Province of the Eastern Cape.

Measuring: 1 238 (one thousand two hundred and thirty eight) square metres.

Situated at: 9 Van Niekerk Street, Middelburg.

While nothing is guaranteed, it is understood that the main building consists of 4 Living rooms, 4 bedrooms, 1 kitchen, 2 bathrooms and 2 store/study rooms while the out building consists of 1 servants room, 1 shower & w/c and 1 garage.

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

Further details can be obtained from the offices of the Plaintiff's Attorneys at Connaught Chambers, 119 High Street, Grahamstown with telephone number (046) 6227005.

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% on the balance, 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 bank guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within twenty-one (21) days from the date of the sale.

Dated at Grahamstown this the 20th day of November 2001.

Per: R Laing, Wheeldon Rushmere & Cole, Plaintiff's Attorneys, Connaught Chambers, 119 High Street, Grahamstown.
Ref: R Laing/lr/C06930.

FREE STATE
VRYSTAAT

Saak Nr. 24541/2000

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

In die saak tussen JOHANNES FREDERIK ELOFF, 1ste Eiser (Eksekusieskuldeiser), en JOHANNA FREDERIKA ELOFF, 2de Eiser (Eksekusieskuldeiser), en IGNASIUS PETRUS KLEYN, Verweerder (Eksekusieskuldenaar)

In opdrag van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling, soos per Lasbrief tot Beslaglegging: Onroerende goed, gedateer 19 Oktober 2001 wat gelas dat die onroerende goed uitgewin moet word, sal die volgende onroerende goed per openbare geregtelike veiling aan die hoogste bieder verkoop word op Vrydag, 11 Januarie 2002 om 10:00 by die Landdroskantoor, Petrus Steyn, Vrystaat:

Erf 746, Mamafubedu, Petrus Steyn, Vrystaat, groot 305.0 vk meter gehou kragtens T5052/1999.

Erf 747, Mamafubedu, Petrus Steyn, Vrystaat, groot 168.0 vk meter, gehou kragtens T5052/1999.

Erf 581, Petrus Steyn, Vrystaat, groot 1 486.0 vk meter gehou kragtens T5052/1999.

Erwe 746 en 747 is 'n dubbelerf met 'n besigheidsgebou op wat as Drankwinkel gebruik word.

Erf 581, beter bekend as Minnaarstraat 45, Petrus Steyn, het 'n goeie woonhuis op bestaande uit: Kombuis, gang, 3 slaapkamers, badkamer, toilet, eetkamer, woonkamer, sitkamer, toestoeple met klein kamer daaraan, dubbel garage en twee buitekamers, gevestigde tuin.

Die voorgemelde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoop wat op die dag van die veiling deur die Balju voorgehou sal word. Enige navrae kan gerig word aan die Prokureur van die Eiser, Beyers & Day, Verw. Bernice, Telefoon (012) 322-7877, SALU Gebou, Suite 720, h/v Andries & Schoeman St., Pretoria.

Geteken te Lindley hierdie 7de dag van Desember 2001 te Lindley.

C. L. Moolman, Balju vir die Hooggeregshof.

Case No. 34403/2001

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

**In the matter between STANDARD BANK OF SOUTH AFRICA, Plaintiff, and
DINEO P P SELELANE N.O., First Defendant**

Pursuance of judgment in the Magistrate's Court for the District of Bloemfontein and a writ of execution served the 21st of November 2001, the following property will be sold in execution by public auction on 18 January 2002 at 10h00 at Sheriff's Offices, Bloemfontein East, 5 Barnes Street, Westdene, Bloemfontein, to the highest bidder, namely:

Certain Erf 4228, situate in the town Heidedal and District of Bloemfontein, better known as 40 Tiervis Crescent, Bloemfontein, measuring 228 square metres, held by Deed of Transfer No. T971/1993.

The property consists amongst other out of the following: Living room, 2 bedrooms, 1 bathroom and 1 kitchen.

The conditions of sale will be read out by the Sheriff before the auction and can also be inspected at the Sheriff's Offices, and/or at the office of Plaintiff's Attorneys, Messrs Van Wyk & Preller, 12 & 13 Palm Parks, 96 Kellner Street, Bloemfontein.

Signed at Bloemfontein on this 27th day of November 2000.

R. Ahrens, for Van Wyk & Preller, Plaintiff's Attorney, 12-13 Palm Park, 94 Kellner Street, Bloemfontein.

The Sheriff, Bloemfontein East.

KWAZULU-NATAL

Case No. 658/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between: ABSA BANK LIMITED, Plaintiff, and LOUIS JACOBS, 1st Defendant, BENJAMIN JOHANNES JACOBS, 2nd Defendant, and EMERENTIA HESTER SUSANNA JACOBS, 3rd Defendant

In execution of a judgment of the High Court of South Africa (Natal Provincial Division), a sale with reserve, of the following property will be held at the Sheriff's Sales Room, 17 Drummond Street, Pietermaritzburg on Friday, the 11th January 2002 at 09h00.

Namely: Portion 173 of Erf 3128, Pietermaritzburg, Registration Division F.T., situate in the Pietersburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 803 square metres, held under Deed of Transfer No. T962/98, subject to the conditions contained therein, executable;

Situated at 3 Arum Road, Pietermaritzburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed:

Improvements consisting of: 3 bedroomed house, 1 lounge, 1 kitchen, combined toilet & bathroom, outbuilding with garage, room, toilet & shower combined.

Terms: Ten per cent of the purchase price 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 to be furnished to the Sheriff within the fourteen days from the date of the sale. Should the property be bought by the execution creditor, the cash payment of 10% need not be made.

F B Pretorius, Plaintiff's Attorneys, Pretorius Prokureurs, 255 Berg Street, Pietermaritzburg.

Sheriff, Pietermaritzburg.

Case No. 1152/2000

IN THE HIGH COURT OF SOUTH AFRICA

Durban and Coast Local Division

**In the matter between: MLS BANK LIMITED, Plaintiff, and AHMED, GIA UDDIN, 1st Defendant, and
AHMED, MARIE LOUISE, 2nd Defendant**

In pursuance of a Judgment granted on 4th May 2001, in the Durban and Coast Local Division of the High Court and under a Warrant of Execution issued thereafter the immovable property listed hereunder will be sold in execution on the 10th January 2002 at 10h00 at Ground Floor, 296 Jan Smuts Highway (cnr Buro Crescent), Mayville, Durban, KwaZulu-Natal, to the highest bidder:

Description: Erf 7690, Durban, Registration Division FU, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 657 (six hundred and fifty seven) square metres, held under Deed of Transfer No. T 16552/98.

Postal address: 33 Haig Avenue, Glenwood, Durban, KwaZulu-Natal.

Improvements: Single storey brick under tile roof dwelling comprising lounge, dining room, 3 bedrooms, kitchen, bathroom/shower, toilet. Outbuildings comprise garage, carport, utility room, toilet/shower. There is air-conditioning, an alarm system and electrified fencing.

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 qualifies for a loan. The amount of the loan shall not be less than the purchaser price.
3. The Purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the 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 High Court, Ground Floor, 296 Jan Smuts Highway (cnr Buro Crescent), Mayville, Durban, KwaZulu-Natal.

Dated at Durban this 3rd day of December 2001.

N L Knight, Plaintiff's Attorneys, Tate & Nolan Inc, 15 Ennisdale Drive, Durban North, 4051; DX 85-Durban; P.O. Box 2889, Durban, 4000. (031) 563 1874. Ref: Mr N Knight/Dorette/KT006-017.

Case No. 582/2001

IN THE HIGH COURT OF SOUTH AFRICA
Natal Provincial Division

**In the matter between: STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
KHANEES FATHIMA OMAR MAHOMED, 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, Dundee, at the front steps of the Magistrate's Court, Gladstone Street, Dundee, on Friday, 11 January 2002 at 10h00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Erf 1258, Dundee, Registration Division GT in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal, in extent 4029 (Four Thousand and Twenty Nine) square metres, held by the defendant under Deed of Transfer No. T. 33404/93.

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

1. The property's physical address is: 25 Cuthbert Street, Dundee;
2. The improvements consist of: A single storey flat roof freestanding dwelling constructed of facebrick under Canadian asbestos consisting of a lounge, dining room, 4 bedrooms, kitchen, laundry, 2 bathrooms, shower, gym, sauna, family room and entrance hall wit a single storey outbuilding of similar construction consisting of 2 bedrooms, shower/toilet, 3 garages, carport and a swimming pool with lapa. The property is fenced with facebrick (2 sides), precast concrete (1 side) and diamond mesh (1 side);
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, Dundee, at 58 Gladstone Street, Dundee, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on 3rd December 2001.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref: R Stuart-Hill/26S0111/01.)

Case Number: 3615/2000

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and ROOPSINGH PARDESI, First Defendant, and
PARVATHY PARDESI, Second Defendant**

In terms of a judgment of the above Honourable Court dated the 25 September 2001 a sale in execution will be held on 11 January 2002 at 10h00 at the front entrance to the Magistrate's Court Building at King Shaka Street, Kwadugaza/Stanger to the highest bidder without reserve:

Erf 77, Warrenton, Registration Division FU, Province of KwaZulu-Natal, in extent 1187 square metres.

Held under Deed of Transfer No. T7115/1985 on the 18th of April 1985.

Subject to a life usufruct in favour of Pardesi (born during 1904) and Baghwandhey (born 8/09/1917), married in community of property to each other.

Physical address: 1 Willow Road, Warrenton, Stanger.

Zoning: Special Residential.

Improvements:

The following information is furnished but not guaranteed: A brick and asbestos dwelling comprising of: 6 x bedrooms, kitchen, 2 x livingrooms. Bathroom/toilet attached to garage (not in dwelling), double garage.

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

Dated at Durban this 1st day of December 2001.

D H Botha, Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street. (Ref.: Mr Botha/N0183/837/MM.)

Case No. 7734/99

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 AR MINTER-BROWN, Execution Debtor

In pursuance of Judgment in the Court of the Magistrate at Port Shepstone dated the 3rd day of February 2000, the following immovable property will be sold in execution on the 1st day of February 2002 at 09h00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership No. Erf 2669, Margate (Extension 6), Registration Division ET, situate in the Province of KwaZulu-Natal, in extent 1 783 (one thousand seven hundred and eighty three) square metres.

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

The property is situated at Ownership No. Erf 2669, Margate (Extension 6).

Upon the property is a vacant stand.

Material conditions of sale:

The Purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a Bank or Building Society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale.

The full conditions of sale can be inspected at the Office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 6th day of December 2001.

Ian Kalil & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P O Box 156, Margate. Ref: ISK/LW/03U015042A.

Case No. 7733/99

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 G TSOMPAANELLIS, Execution Debtor

In pursuance of Judgment in the Court of the Magistrate at Port Shepstone dated the 3rd day of February 2000, the following immovable property will be sold in execution on the 1st day of February 2002 at 09h00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership No. Erf 2712, Margate (Extension 6), Registration Division ET, situate in the Province of KwaZulu-Natal, in extent 2 041 (two thousand and forty one) square metres.

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

The property is situated at Ownership No. Erf 2712, Margate (Extension 6).

Upon the property is a vacant stand.

Material conditions of sale:

The Purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a Bank or Building Society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale.

The full conditions of sale can be inspected at the Office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 6th day of December 2001.

Ian Kalil & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P O Box 156, Margate. Ref: ISK/LW/03U015043A.

Case No. 7884/99

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 ET JENKINS, 1st Execution Debtor, and N JENKINS, 2nd Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated the 2nd February 2000, the following immovable property will be sold in execution on the 1st day of February 2002, at 09h00 at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership No. Erf 2761, Margate (Extension 7), Registration Division ET, situate in the Province of KwaZulu-Natal, in extent 1 536 (one thousand five hundred and thirty six) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Ownership No. Erf 2761, Margate (Extension 7).

Upon the property is a dwelling under brick and tile consisting of 1 open plan lounge/kitchen, 2 bedrooms, 1 bathroom.

Material conditions of sale:

The purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a Bank or Building Society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 6th day of December 2001.

Ian Kalil & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, PO Box 156, Margate. (Ref. ISK/LW/03U015044A.)

Case No. 7897/99

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 MS CHETTY, 1st Execution Debtor, and R CHETTY, 2nd Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated the 3rd day of February 2000, the following immovable property will be sold in execution on the 1st day of February 2002, at 09h00 at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership No. Erf 313, Shelly Beach, Registration Division ET, situate in the Province of KwaZulu-Natal, in extent 1 650 (one thousand six hundred and fifty) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Ownership No. Erf 313, Shelly Beach.

Upon the property is a vacant stand.

Material conditions of sale:

The purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a Bank or Building Society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 6th day of December 2001.

Ian Kalil & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, PO Box 156, Margate. (Ref. ISK/LW/03U015050A.)

Case No. 7877/99

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 TW NGCAYI, 1st Execution Debtor, and ZZ NGCAYI, 2nd Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated the 3rd day of February 2000, the following immovable property will be sold in execution on the 1st day of February 2002, at 09h00 at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership No. Erf 107, Margate, Registration Division ET, situate in the Province of KwaZulu-Natal, in extent 1 015 (one thousand and fifteen) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Ownership No. Erf 107, Margate.

Upon the property is a vacant land.

Material conditions of sale:

The purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a Bank or Building Society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 4th day of December 2001.

Ian Kalil & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, PO Box 156, Margate. (Ref. ISK/LW/03U015001.)

Case No. 7749/99

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 MA NONZINZI, Execution Debtor

In pursuance of Judgment in the Court of the Magistrate at Port Shepstone dated the 3rd day of February 2000, the following immovable property will be sold in execution on the 1st day of February 2002 at 09h00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership No. Erf 133, Margate, Registration Division ET, situate in the Province of KwaZulu-Natal, in extent 1 043 (one thousand and forty three) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Ownership No. Erf 133, Margate, upon the property is: a dwelling under brick/tile consisting of open plan lounge & kitchen, 2 bedrooms, 1 bathroom and small courtyard.

Material conditions of sale: The Purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a Bank or Building Society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 4th day of December 2001.

Ian Kalil & Co., Execution Creditor's Attorneys, First Floor, Gird Mowat Centre, P.O Box 156, Margate. (Ref. ISK/LW/03U015010.)

Case No. 7879/99

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 E/L JL VAN DER WALT, 1st Execution Debtor, and MKM VAN DER WALT, Second Execution Debtor

In pursuance of Judgment in the Court of the Magistrate at Port Shepstone dated the 2nd day of February 2000, the following immovable property will be sold in execution on the 1st day of February 2002 at 09h00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership No. Erf 136, Margate, Registration Division ET, situate in the Province of KwaZulu-Natal, in extent 1 046 (one thousand and forty-six) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Ownership No. Erf 136, Margate, upon the property is: A vacant stand.

Material conditions of sale: The Purchaser shall pay twenty per centum (20%) 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, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 4th day of December 2001.

Ian Kalil & Co., Execution Creditor's Attorneys, First Floor, Gird Mowat Centre, P O Box 156, Margate. (Ref. ISK/LW/03U015011.)

Case No. 7752/99

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 MW MPINDA, Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated the 3rd day of February 2000, the following immovable property will be sold in execution on the 1st day of February 2002 at 09h00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership Unit Erf No. 1448, Margate (Extension 3), Registration Division ET, situate in the Province of KwaZulu-Natal, in extent 4 921 (Four thousand nine hundred and twenty one) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Erf 1448, Margate (Extension 3).

Upon the property is: A vacant stand.

Material conditions of sale: The Purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a Bank or Building Society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of the sale. The full conditions of sale can be inspected at the Office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 4th day of December 2001.

Ian Kalil & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P O Box 156, Margate. (Ref. ISK/LW/03U015016.)

Case No. 7748/99

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 G MANOLIOS, Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated the 3rd day of February 2000, the following immovable property will be sold in execution on the 1st day of February 2002, at 09h00 at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership No. Erf 1602, Margate (Extension 3), Registration Division ET, situate in the Province of KwaZulu-Natal, in extent 1 018 (one thousand and eighteen) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Ownership No. Erf 1602, Margate (Extension 3).

Upon the property is vacant stand.

Material conditions of sale: The purchaser shall pay twenty per centum (20%) 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, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 10th day of December 2001.

Ian Kalil & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P O Box 156, Margate. (Ref. ISK/LW/03U015018.)

Case No. 7759/99

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 GP SHEPPARD, Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated the 3rd day of February 2000, the following immovable property will be sold in execution on the 1st day of February 2002, at 09h00 at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership No. Erf 2372, Margate (Extension 3), Registration Division ET, situate in the Province of KwaZulu-Natal, in extent 1 106 (one thousand one hundred and six) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Ownership No. Erf 2372, Margate (Extension 3).

Upon the property is vacant stand.

Material conditions of sale: The purchaser shall pay twenty per centum (20%) 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, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 6th day of December 2001.

Ian Kalil & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P O Box 156, Margate. (Ref. ISK/LW/03U015035A.)

Case No. 7758/99

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 NO HULLEY, Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated the 2nd day of February 2000, the following immovable property will be sold in execution on the 1st day of February 2002, at 09h00 at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership No. Erf 2381, Margate (Extension 3), Registration Division ET, situate in the Province of KwaZulu-Natal, in extent 1 706 (one thousand seven hundred and six) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Ownership No. Erf 2381, Margate (Extension 3).

Upon the property is vacant stand.

Material conditions of sale: The purchaser shall pay twenty per centum (20%) 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, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 6th day of December 2001.

Ian Kalil & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P O Box 156, Margate.
(Ref. ISK/LW/03U015036A.)

Case No. 7746/99

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 M JOJA, Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated the 3rd day of February 2000, the following immovable property will be sold in execution on the 1st day of February 2002, at 09h00 at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership No. Erf 2235, Margate (Extension 3), Registration Division ET, situate in the Province of KwaZulu-Natal, in extent 1 095 (one thousand and ninety five) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Ownership No. Erf 2235, Margate (Extension 3).

Upon the property is a dwelling under brick and tile, consisting of 1 veranda, open plan lounge/kitchen, 2 bedrooms, 1 bathroom.

Material conditions of sale: The purchaser shall pay twenty per centum (20%) 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, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 6th day of December 2001.

Ian Kalil & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P O Box 156, Margate.
(Ref. ISK/LW/03U015029a.)

Case No. 7895/99

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 PB MKHONZA, First Execution Debtor, and LL MKHONZA, 2nd Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated the 2nd day of February 2000, the following immovable property will be sold in execution on the 1st day of February 2002, at 09h00 at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership No. Erf 1860, Margate (Extension 3), Registration Division ET, situate in the Province of KwaZulu-Natal, in extent 1 027 (one thousand and twenty seven) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Ownership No. Erf 1860, Margate (Extension 3).

Upon the property is vacant stand.

Material conditions of sale: The purchaser shall pay twenty per centum (20%) 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, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwch Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 6th day of December 2001.

Ian Kalil & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P O Box 156, Margate.
(Ref. ISK/LW/03U015025A.)

Case No. 7893/99

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 J POTHIAH, 1st Execution Debtor, and P POTHIAH, 2nd Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated the 2nd day of February 2000, the following immovable property will be sold in execution on the 1st day of February 2002, at 09h00 at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership No. Erf 1847, Margate (Extension 3), Registration Division ET, situate in the Province of KwaZulu-Natal, in extent 1 016 (one thousand and sixteen) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Ownership No. Erf 1847, Margate (Extension 3).

Upon the property is vacant stand.

Material conditions of sale: The purchaser shall pay twenty per centum (20%) 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, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwch Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 6th day of December 2001.

Ian Kalil & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P O Box 156, Margate.
(Ref. ISK/LW/03U015024A.)

Case No. 7738/99

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 WH LOURENS, Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated the 3rd day of February 2000, the following immovable property will be sold in execution on the 1st day of February 2002, at 09h00 at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership No. Erf 2382, Margate (Extension 3), Registration Division ET, situate in the Province of KwaZulu-Natal, in extent 1 106 (one thousand one hundred and six) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Ownership No. Erf 2382, Margate (Extension 3).

Upon the property is a vacant stand.

Material conditions of sale: The purchaser shall pay twenty per centum (20%) 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, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwch Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 6th day of December 2001.

Ian Kalil & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P O Box 156, Margate.
(Ref. ISK/LW/03U015037A.)

Case No. 7737/99

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 NS MJJI, Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated the 2nd day of February 2000, the following immovable property will be sold in execution on the 1st day of February 2002, at 09h00 at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership No. Erf 2386, Margate (Extension 3), Registration Division ET, situate in the Province of KwaZulu-Natal, in extent 1 106 (one thousand one hundred and six) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Ownership No. Erf 2386, Margate (Extension 3).

Upon the property is a dwelling under brick and tile consisting of open plan lounge/kitchen, 2 bedrooms, 1 bathroom, small courtyard.

Material conditions of sale: The purchaser shall pay twenty per centum (20%) 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, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 6th day of December 2001.

Ian Kalil & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P O Box 156, Margate. (Ref. ISK/LW/03U015038A.)

Case No. 7753/99

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 CB MALINGA, Execution Debtor

In pursuance of Judgment in the Court of the Magistrate at Port Shepstone dated the 3rd day of February 2000, the following immovable property will be sold in execution on the 1st day of February 2002, at 09h00 at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership No Erf 1325 Margate, (Extension 3), Registration Division ET, situate in the Province of KwaZulu-Natal, in extent 1 223 (one thousand two hundred and twenty three) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Ownership No Erf 1325 Margate (Extension 3).

Upon the property is a vacant stand.

Material conditions of sale: The Purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a Bank or Building Society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 4th day of December 2001.

Ian Kalil & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P O Box 156, Margate. (Ref: ISK/LW/03U015007.)

Case No. 7762/99

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 VN SONTSEWU, Execution Debtor

In pursuance of Judgment in the Court of the Magistrate at Port Shepstone dated the 2nd day of February 2000, the following immovable property will be sold in execution on the 1st day of February 2002 at 09h00 at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership No Erf 1098 Margate, (Extension 3), Registration Division ET, situate in the Province of KwaZulu-Natal, in extent 2 093 (two thousand and ninety three) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Ownership No Erf 1098 Margate (Extension 3).

Upon the property is a dwelling under brick and tile consisting of open plan lounge/diningroom & kitchen, 2 bedrooms, 1 bathroom, small courtyard.

Material conditions of sale: The Purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a Bank or Building Society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 4th day of December 2001.

Ian Kalil & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P O Box 156, Margate. (Ref: ISK/LW/03U015003.)

Case No. 6504/99

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

In the matter between: HILLCREST HIGH SCHOOL, Plaintiff, and MR GILL, First Defendant, and JOSEPHINE BERYL GILL (formerly JAKEMAN) (I.D. 6108240037080), Second Defendant

In pursuance of a judgment of the Magistrate's Court for the district of Pinetown and a writ issued thereunder, the immovable property described hereunder will be sold in execution on Wednesday the 16th of January 2002 at 10h00 at the Front Entrance, Magistrate's Court, 22 Chancery Lane, Pinetown.

Description: Portion 1 of Erf 170 Crestview, Registration Division FT, situated in the Outer West Local Council Area, Province of KwaZulu-Natal, in extent 4 067 square metres, held under Deed of Transfer No. T1573/1992 and Portion 2 of Erf 170 Crestview, Registration Division FT, situated in the Outer West Local Council Area, Province of KwaZulu-Natal, in extent 4 144 square metres, held under Deed of Transfer No. T5714/1992.

Street address: 37 Ridge Road, Crestview, Crestholme, KwaZulu-Natal.

Improvements: Single level brick tile dwelling comprising of lounge, dining-room, kitchen, 4 bedrooms (2 with B.I.C.) M.E.S., toilet and bathroom separate, shower, wire and timber fencing, 1 double garage, single carport, toilet storeroom, swimming-pool, concrete driveway, timber swing gates.

Zoning: Special Residential 1400.

The sale shall be subject to the following conditions:

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

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

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

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

3. (a) The full conditions may be inspected at the office of the Sheriff Pinetown, 62 Caversham Road, Pinetown or at the offices of McKenzie Dixon.

Dated at Westville this 10th day of December 2001.

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

Case No. 1659/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between: STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and DESMOND DAVID SYLVESTAN FRANCIS, 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, 10th January 2002 at 10h00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

A unit consisting of—

(a) Section No. 5 as shown and more fully described on Sectional Plan No. SS226/81 in the scheme known as "Merve" in respect of the land and building or buildings situated at Pietermaritzburg, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, of which section the floor area, according to the said Sectional Plan is 46 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; held by the Defendant under Deed of Transfer No. ST558/96.

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

1. The property's physical address is: Flat 3, Section 5 Merve, 251 Berg Street, Pietermaritzburg.

2. The improvements consisting of: A single storey flat (in a 3 storey block of flats constructed of brick under iron) consisting of an entrance hall, lounge, bedroom, bathroom, toilet and kitchen.

3. The town planning zoning of the property is: General 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 7th December 2001.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R Stuart-Hill/26S0542/01.)

Case No. 18257/2001

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

In the matter between: BODY CORPORATE OF BRYANSTON HEIGHTS, Plaintiff, and MAZHAR ASIM MONGA, Defendant

In pursuance of a judgment of the Magistrates' Court for the district of Durban and a writ issued thereunder, the immovable property described hereunder will be sold in execution on Thursday, the 10th of January 2002 at 10h00 at Ground Floor, 296 Jan Smuts Highway (cnr Buro Cres.), Mayville, Durban:

Description: A unit consisting of:

(a) Section number 139 as shown and more fully described in Sectional Plan No. SS 139/1981 in the scheme known as Bryanston Heights in respect of the land and building or buildings situate at Durban, in the Durban Metropolitan Municipality Area, of which section the floor area according to the said Sectional Plan is Sixty Five (65) 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. ST 16122/1992.

Street address: 1403 Bryanston Heights, 169 Berea Road, Durban.

Improvements: One flat consisting of: Concrete and brick—concrete ceiling, carpet floors, built-in cupboards, 2 bedrooms, kitchen, lounge and tiled bathroom.

Zoning: General Residential 2.

The sale shall be subject to the following conditions:

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

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

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

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

3. a) The full conditions may be inspected at the office of the Sheriff Durban Central, Ground Floor, 296 Jan Smuts Highway (cnr) Buro Cres.), Mayville, Durban or at the offices of McKenzie Dixon.

Dated at Westville this 29th day of November 2002.

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

Case No: 4444/2001

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and FRANCO BASSI, First Defendant, LIDIA BASSI, Second Defendant

In pursuance of a Judgment in the High Court of South Africa, Durban and Coast Local Division, dated the 7th August 2001, and a Warrant of Execution issued thereafter, the immovable property listed hereunder will be sold in execution, by the Sheriff for the High Court, Durban South on the 17th day of January 2002 at 10:00 at 296 Jan Smuts Highway, Mayville, Durban, to the highest bidder:

Property description:

Erf 118, Merepark, Registration Division FU, in the eThekweni Municipality, Province of KwaZulu-Natal, in extent 951 square metres, held by Deed of Transfer No. T19606/1994.

Physical address:

26 Highnet Road, Brighton Beach, Durban.

Improvements:

A single storey brick house under tile roof consisting of:

- 1 x Lounge.
- 1 x Dining Room.
- 3 x Bedrooms.
- 1 x Kitchen fitted with cupboards.
- 1 x Bathroom with bath and basin.
- 1 x Toilet.

Outbuildings:

- 1 x Entrance hall.
- 1 x Servants Quarters.
- 1 x Toilet.

Property is fully fenced.

No guarantee is given in respect of these improvements.

Town planning zoning:

Residential.

Material conditions and terms:

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The Purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a Bank or Building Society Guarantee, to be furnished to the Sheriff within 21 (twenty one) days after the date of sale, to be approved by the Execution Creditor's Attorneys.
3. Payment of Value-added Tax, which may be applicable in terms of Act 89 of 1991, shall be borne by the Purchaser.
4. The Purchaser shall be liable for the payment of interest to the Execution Creditor and to the Bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs, (if any) taxes, levies and other charges necessary to effect transfer on request by the said attorneys. The Court Sheriff shall not be obliged to point out any boundaries, pegs or beacons in respect of the property.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 296 Jan Smuts Highway, Mayville, Durban.

Dated at Durban on this the 3rd day of December 2001.

Jacobs & Partners, Plaintiff's Attorneys, 3rd Floor, Absa Building, 23 Gardiner Street, Durban. (Ref: PDJ/SVDB/A01/266.)

Case No. 6841/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and FREDERIK JOHANNES DU PLESSIS, First Defendant, CHARLOTTA CATHERIN DU PLESSIS, Second Defendant, and SHAUN DAVID DU PLESSIS, Third Defendant

In pursuance of a judgment in the High Court of South Africa (Durban and Coast Local Division), dated the 7th August 2001, and a warrant of execution issued thereafter the immovable property listed hereunder will be sold in execution, by the Sheriff for the High Court, Durban South on the 17th day of January 2002 at 10:00 at 296 Jan Smuts Highway, Mayville, Durban, to the highest bidder:

Property description: Remaining extent of Erf 246, Sea View, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent 1 741 square metres, held by Deed of Transfer No. T25537/1996.

Physical address: 29 Clydevale Road, Sea View, Durban.

Improvements: A brick under tile roof dwelling consisting of:

1 x entrance hall, 1 x lounge, 1 x dining room, 3 x bedrooms, 1 x kitchen, 1 x bathroom with water closet.

Outbuildings: 4 x utility rooms, 1 x shower with water-closet, 1 x bedroom, 1 x bathroom with water-closet.

No guarantee is given in respect of these improvements.

Town-planning zoning: Residential.

Material conditions and terms:

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 21 (twenty one) days after the date of sale, to be approved by the Execution Creditor's attorneys.
3. Payment of value-added tax, which may be applicable in terms of Act 89 of 1991, shall be borne by the purchaser.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the Bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys. The Court Sheriff shall not be obliged to point out any boundaries, pegs or beacons in respect of the property.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban Central, Ground Floor, 296 Jan Smuts Highway (cnr Buro Cres), Mayville, Durban.

Dated at Durban on this the 26th day of November 2001.

Jacobs & Partners, Plaintiff's Attorneys, 1st Floor, ABSA Building, 23 Gardiner Street, Durban. (Ref. PDJ/SVDB/A00/259.)

Case No. 730/2001

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Execution Creditor, and BARULELO BUILDING CONSTRUCTION & SUPPLIERS CC, 1st Execution Debtor, and MICHAEL MHLALENI MAJOLA, 2nd Execution Debtor

Pursuant to a judgment in the Court of the Magistrate's Court of Estcourt and warrant of execution dated the 31/07/2001 and re-issued on the 4/10/2001 the following immovable property will be sold in execution by the Sheriff of the Court, Umlazi, KwaZulu-Natal at 10h00 on Wednesday, 16th January 2002 at the Sheriff's Office, V1030, Block C, Room 4, Umlazi:

Erf 178, Umlazi D, Registration Division FT, Province of KwaZulu-Natal, in extent 325 square metres, held under Deed of Grant No. TG317/1968KZ by the 2nd Execution Debtor, situated at Site No. 178-Block 9, at Unit No. 4, Umlazi.

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

Improvements: One freestanding main building, with block walls, under asbestos roof, with parquet floors, consisting of 1 dining room, 2 bedrooms, 1 kitchen, 1 bathroom and 1 toilet. *Outbuilding:* 1 garage.

Material conditions:

1. The sale shall be subject to the terms and the conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank-guaranteed cheque.
3. The full conditions may be inspected at the office of the Sheriff of the Court, V1030, Block C, Room 4, Umlazi and the Magistrate's Court, Umlazi.

Dated: 22nd November 2001.

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

Case No. 5857/2001

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

In the matter between: FIRSTRAND BANK LIMITED, Plaintiff, and JOHANNES JOSEPHUS COERTSE, Defendant

1. The following property shall be sold by the Sheriff for the High Court, Lower Tugela on the 11th day of January 2002 at 10h00 at the front entrance of the Magistrate's Court, King Shaka Street, Kwaduguza/Stanger to the highest bidder without reserve:

Portion 118 (of 65) of Erf 71 No. 1524, Registration Division FU, Province of KwaZulu-Natal, in extent Two Thousand And Twenty Four (2024) square metres held under Deed of Transfer No. T15255/1997 and having physical address at 1524 Foxhill Street, Umhlali, Kwazulu-Natal and which, without anything being warranted thereby, is zoned residential and is improved by an outbuilding.

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 116 King Shaka Street, Stanger, KwaZulu-Natal.

Dated at Durban this 21st day of November 2001.

W N Mann, John Koch & Company, Plaintiff's Attorney, Suite 709, 7th Floor, First National Bank Building, Cnr Smith and Field Streets, Durban. (Our Ref: WNM/EB/F3843.)

Case No: 5181/2001

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

In the matter between: STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JEREMIAH DODA BUTHELEZI, First Defendant, and REGINA SINDISIWE BUTHELEZI, Second Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at Ground Floor, 296 Jan Smuts Highway, (Cnr. Buro Crescent), Mayville, Durban, at 10h00 on Thursday, 10th January 2002 to the highest bidder without reserve.

2. *Property to be sold:* Lot 2032, Chesterville (Extension 1), situate in the Durban Entity, Administrative District of Natal, Province of KwaZulu-Natal, in extent 187 square metres;

Held under Deed of Transfer No. T 4612/97.

2. *Physical address:* No. 52 Peacevale Avenue, Ext 1, Chesterville.

3. *The property consists of the FF:* 1 living room, 2 bedrooms, 1 bathroom, 1 kitchen.

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

4. *Conditions of sale:*

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

4.2 The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban Central, 801 Maritime House, Salmon Grove, Durban.

Dated at Durban this 26 day of November 2001.

RAJ Bodasing, M.A. Singh & Co., Plaintiff's Attorney, 157 Stamford Hill Road, Morningside, Durban. Tel: (031) 312 4301. Fax: (031) 312 4301. Dx 115, Durban. Ref: JBC/SBCD/0172.

Case No. 3098/01

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

In the matter between: THE COLLECTOR OF RATES FOR THE MARGATE TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and PIETER JOHANNES DEMPERS, First Execution Debtor, and HERMIENA JOHANNA DEMPERS, Second Execution Debtor

In pursuance of a Judgment granted on 25 June 2001 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, 18 January 2002 at 11h00 in front of the Magistrate's Court, Port Shepstone to the highest bidder.

Description:

A certain piece of land being: Lot 1708, Uvongo Ext 3, Registration Division ET, situate in the Hibiscus Coast Municipality and the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 1012 (one thousand and twelve) square metres;

Held under Deed of Transfer No. T18956/1998.

Improvements: Dwelling under brick & slate consisting of: Entrance hall, 1 kitchen, 1 lounge, 1 verandah, 1 shower/toilet & wash basin en suite, 2 bedrooms, 1 toilet, 1 bathroom, 1 single garage and outside shower.

Flatlet consisting of: 1 bedroom with shower/toilet & wash basin, 1 small room and 1 laundry.

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 this 27th day of November 2001.

Signed: W.G. Robinson, Ken Robinson Du Plessis Inc., Lot 3159 Boyes Lane, PO Box 1034, Margate, 4275. Ref: Gaynor Mileham/M739.U1708.

Case No: 1850/01

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
NEIL GENE LE ROUX, 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 10 January 2002 at 10:00 by the Sheriff of the High Court on the steps of the Magistrates Court, Howick, to the highest bidder, without reserve:

Erf 333 Howick Registration Division FT, Province of KwaZulu-Natal, in extent 1,1356 (one comma three five six) hectares.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situate at 35 Mare Street, Howick, KwaZulu-Natal.

2. The property has been improved by the construction thereon of a single storey brick under tile dwelling consisting of an entrance hall, three bedrooms, lounge, dining room, kitchen, bathroom with shower, toilet and study. There are also two car-ports, an all weather tennis court, a domestic quarters with a toilet/shower a storeroom and a guest room with a toilet/shower on the property. There is also a free standing cottage with two bedrooms, lounge, kitchen and a bathroom with shower. There is also brick paving and wire fencing on the property. The property is zoned general residential.

3. The conditions of sale may be inspected at the 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 28th day of November 2001.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (P R J Dewes/Angela/N2/S0040/B0.)

Case No. 7214/98

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

**In the matter between FIRSTRAND BANK LTD (formerly known as FIRST NATIONAL BANK OF SA LTD), Plaintiff, and
R S KOTIAH, 1st Defendant, and M KOTIAH, 2nd Defendant**

The following property will be sold in execution, by the Sheriff of the High Court, Durban South on the 17th January 2002 at 10h00 at 296 Jan Smuts Highway, Mayville, Durban.

Certain: Sub 207 (of sub 168) of the farm Clairwent Three No. 14836, situate in the City of Durban, administrative district of Natal, Province of KwaZulu-Natal, in extent 410 (four hundred and ten) square metres, held under Deed of Transfer No. T14609/97, situate at 21 Jhelum Road, Merebank.

The property is improved, without anything warranted by a house of brick under tiled roof with 3 bedrooms, lounge/diningroom, kitchen, toilet & bathroom.

The material terms are 10% deposit, balance payable on transfer, guaranteed within 14 days of sale. The full conditions can be inspected at the offices of the Sheriff of the High Court, 101 Lejaton Street, 40 St. George Street, Durban.

Dated at Durban this 19th November 2001.

Woodhead Bigby & Irving. (Ref. CSS/LP/15F4540A8.)

Case No. 427/00

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

**FIRSTRAND BANK LTD (formerly known as FIRST NATIONAL BANK OF SA LTD), and D AVANASIGAN,
1st Defendant, and K AVANASIGAN, 2nd Defendant**

The following property will be sold in execution, by the Sheriff of the High Court, Durban South on the 17th January 2002 at 10h00 at 296 Jan Smuts Highway, Durban.

Certain: Portion 2378 (of 2633) of the Farm Mobeni No. 13538, registration division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent 888 (eight hundred and eighty eight) square metres held under deed of transfer T30182/97, situate at 34 Glanville Road, Woodlands, Durban.

The property is improved, without anything warranted by a brick/cement house under tiled roof comprising of: Garage separate from house: *Man house:* 3 bedrooms, 1 bedroom en-suite consisting of bath, basin & toilet, 1 toilet (floor tiled), 1 bathroom consisting of bath & basin (floor tiled), 1 lounge (marley tiles), 1 dining room (marley tiles), kitchen fitted with cupboards (floor lino), servants quarters (separate). 1 room with toilet, the property is fully fenced. Other: 1 tool shed, swimming pool.

The material terms are 10% deposit, balance payable on transfer, guarantees within 14 days of sale. the full conditions can be inspected at the offices of the Sheriff of the High Court, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 19th November 2001.

Woodhead Bigby & Irving. (Ref. CSS/LP/15F4500A0.)

Case No. 420/01

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

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

In pursuance of judgment granted on, in the Nqutu Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 15th day of January 2002 at 10:00 am at the front door of the Magistrate's Court, Nqutu to the highest bidder:

Description: PTO Certificate No. GB/3/3/2/N29/67.

In extent: 2000 (two thousand) square metres.

Street Address: Sunrise Reserve Tribal Ward Nqutu.

Improvements: The nature and extent of the improvements are unknown and nothing is guaranteed.

Held by the Execution Debtor in his/her/its name under Deed of Transfer No.—

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

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

Dated at Dundee this 19th November 2001.

Mr A Dreyer, Execution Creditor's Attorneys, De Wet Dreyer Marx Nzimbande, 64 Gladstone Street, Dundee, 3000; P O Box 630, Dundee, 3000. Tel. (034) – 212 4018/9, Fax (034) – 212 5587. Ref: Mr A Dreyer/K1645/ss.

Address for Execution Debtor: Sunrise Area, Nqutu.

Case No: 1453/2001

IN THE HIGH COURT OF SOUTH AFRICA
Natal Provincial Division

**In the matter between: STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
DUMISANI ISAAC MADUNA N.O., Defendant**

In terms of a judgment of the above Honourable Court, a sale in execution will be held on the steps of the Magistrate's Court, Howick at 10h00 on Thursday, 10th January 2002 to the highest bidder without reserve.

1. *Property to be sold:* Erf 94 Mpophomeni B, Registration Division FT, in the Howick Transitional Local Council Area, Province of KwaZulu-Natal, in extent 480 square metres. Held under Deed of Transfer No. TG4011/98;

2. *Physical address:* No. 210 Mpophomeni Township, Merrivale.

3. *The property consists of the ff:* 1 living room, 2 bedrooms, 1 bathroom, 1 kitchen. Nothing in this regard is guaranteed and the property is sold voetstoots.

4. *Conditions of sale:*

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

4.2 The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Howick, Suite 11 & 12, Stockland Centre, Corner Somme & Market Street, Howick.

Dated at Durban this 22 day of November 2001.

Raj Bodasing, M.A. Singh & Co., Plaintiff's Attorney, 157 Stamford Hill Road, Morningside, Durban. Tel: (031) 312 4301. Fax: (031) 312 4301. Ref: JBC/SEST/0056.

Case No: 24848/2000

IN THE MAGISTRATE'S COURT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION formerly trading as KWAZULU FINANCE AND INVESTMENT CORPORATION LTD, Plaintiff, and CLEOPAS THAMSANQA SITHOLE, ID 6505295449088, First Defendant, and GERTRUDE NELISIWE SITHOLE, ID 6712120701085, Second Defendant

In pursuance of a Judgment in the Court of the Magistrate at Pietermaritzburg dated 1st November 2000 and Warrant of Execution issued thereafter the following immovable property will be sold in execution on Friday, 11th January 2002 at 11:00 at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Portion 109 of Erf 1771, Pietermaritzburg, Registration Division FT, situate in the Pietermaritzburg–Msunduzi Transitional Council, Province of KwaZulu-Natal, in extent 513 square metres.

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

The property is physically situate at 40 Jordan Road, Westgate, Pietermaritzburg, which property consists of a single storey dwelling comprising of lounge, 3 bedrooms, kitchen, 1 bathroom, 1 toilet and 1 garage.

Material conditions of sale: The Purchaser shall pay ten (10%) per cent of the Purchaser 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 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 and interested parties may contact the Execution Creditor which may be prepared to grant loan facilities to an approved Purchaser.

Dated at Pietermaritzburg on this 3rd day of November 2001.

Attorneys for Execution Creditor, J von Klemperer, Von Klemperers, Execution Creditor's Attorneys, 234 Berg Street, Pietermaritzburg. (Ref: 01/1527/033.)

Case No. 5070/2001

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 SAUL KELLEHER, 1st Defendant, and CATHERINE MARGARET KELLEHER, 2nd 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 Ground Floor, 296 Jan Smuts Highway (cnr Buro Crescent), Mayville, Durban at 10h00, on Thursday the 10th January 2002:

Property description: A unit consisting of:

(a) Section No. 7, as shown and more fully described on Sectional Plan No. SS144/93, in the scheme known as Derbro Court in respect of the land and building or buildings situate at Umbilo, City of Durban of which section the floor area, according to the said sectional plan, is 65 (sixty five) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST5057/97;

2. An exclusive use area described as Exclusive Use Area P1, measuring 15 (fifteen) square metres being as such part of the common property, comprising the land and the scheme known as Derbro Court, in respect of the land and building or buildings situate at Umbilo, City of Durban, as shown and more fully described on Sectional Plan No. SS144/93, held under Notarial Deed of Cession No. SK1159/97S.

Physical address: 8 Derbro Court, 38 Lorraine Avenue, Umbilo.

Zoning: Special Residential.

The property consists of the following: Single storey block under tile roof dwelling, comprising 1 entrance hall, 1 bedroom, 1 bathroom, 1 kitchen, 1 shower and 1 balcony.

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, Ground Floor, 296 Jan Smuts Highway (cnr Buro Crescent), Mayville, Durban.

Dated at Durban on this day of 2001.

S. D. Moloi & Associates, Plaintiff's Attorneys, Suites 1111-1113, 11th Floor, Tower "C", Salisbury Centre, 349 West Street, Durban. (Ref. SDM/pbm/H2001-172.)

Case No. 4854/2001

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 DORIS NTOMBIFUTHI NDOSI, 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 Ground Floor, 296 Jan Smuts Highway (cnr Buro Crescent), Mayville, Durban at 10h00 on Thursday, the 10th January 2002:

Property description: A unit consisting of:

(a) Section No. 20, as shown and more fully described on Sectional Plan No. SS524/98, in the scheme known as Bellair Gardens, in respect of the land and building or buildings situate at Durban, Local Authority of Durban of which section the floor area, according to the said sectional plan, is 70 (seventy) 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 ST15850/98.

Physical address: 42 Louch Place, Bellair, Durban.

Zoning: Special Residential.

The property consists of the following: Single storey block under tile roof dwelling, comprising 1 lounge, 3 bedrooms, 1 bathroom and kitchen, outbuilding, 1 carports and private garden.

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 auctioneers 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 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 condition of sale may be inspected at the offices of the Sheriff of the High Court, Ground Floor, 296 Jan Smuts Highway (cnr Buro Crescent), Mayville, Durban.

Dated at Durban on this day of 2001.

S. D. Moloi & Associates, Plaintiff's Attorneys, Suites 1111-1113, 11th Floor, Tower "C", Salisbury Centre, 349 West Street, Durban. (Ref. SDM/pbm/G2000-095.)

Case No. 6504/99

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

In the matter between HILLCREST HIGH SCHOOL, Plaintiff, and MR GILL, First Defendant, and JOSEPHINE BERYL GILL (formerly Jakeman) (ID 6108240037080), Second Defendant

In pursuance of a judgment of the Magistrate's Court for the District of Pinetown and a writ issued thereunder, the immovable property described hereunder will be sold in execution on Wednesday, the 16th of January 2002 at 10h00 at the Front Entrance, Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: Portion 1 of Erf 170, Crestview, Registration Division FT, situate in the Outer West Local Council Area, Province of KwaZulu-Natal, in extent 4 067 square metres, held under Deed of Transfer No. T1573/1992; and

Portion 2 of Erf 170, Crestview, Registration Division FT, situate in the Outer West Local Council Area, Province of KwaZulu-Natal in extent 4 144 square metres, held under Deed of Transfer No. T5714/1992.

Street address: 37 Ridge Road, Crestview, Crestholme, KwaZulu-Natal.

Improvements: Single level brick under tile dwelling comprising of lounge, diningroom, kitchen, 4 bedrooms (2 with B.I.C.) M.E.S., toilet and bathroom separate, shower, wire and timber fencing, 1 double garage, single carport, toilet storeroom, swimming pool, concrete driveway, timber swing gates.

Zoning: Special Residential 1400.

The sale shall be subject to the following conditions:

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

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

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

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

3. a) The full conditions may be inspected at the office of the Sheriff Pinetown, 62 Caversham Road, Pinetown or at the offices of McKenzie Dixon.

Dated at Westville this 10th day of December 2001.

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

MPUMALANGA

Case No. 3066/00

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

In the matter between: THE TRANSITIONAL LOCAL COUNCIL OF THE GREATER KOMATIPOORT, Plaintiff, and FRANCO SOTTO CORONA, First Defendant, and LAVINIA THELMA SOTTO CORONA, Second Defendant

A sale will be held on 16 January 2002 at 11h00, at Barberton, Magistrate's Court, Barberton, without reserve, in respect of the following property:

Unimproved: Erf 718, Komatipoort Extension 1, Registration Division JU, Province Mpumalanga, measuring 1 781 (one seven eight one) square metres, held by the First Defendant and Second Defendant by virtue of Deed of Transfer No. T95822/1992, situated at Gillfillan Street 30, Komatipoort.

Improvements, although in this respect nothing is guaranteed: None vacant stand.

Signed at Komatipoort on this 4th day of December 2001.

Sheriff, Magistrate's Court, Barberton.

Esselens Engelbrechts Inc., Plaintiff's Attorney, 15 Erf Street; P.O. Box 652, Komatipoort, 1340. [Tel. (013) 790-7783.] (Fax 790-7504.) (Ref. J. Engelbrecht/L. Horn/KK13/00.)

Saak No. 3659/00

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

In die saak tussen DIE PLAASLIKE OORGANGSRAAD VAN GROTER KOMATIPOORT, Eiser, en RANDBOND TRUST ADMINISTRATORS & CONSULTANTS (PTY) LTD, Verweerder

Geliewe kennis te neem dat die ondergenoemde goed ter uitvoering van 'n lasbrief van eksekusie teen onroerende goed wat op 28 Februarie 2001, hierin uitgereik is op 16 Januarie 2002 om 11h00, te Barberton, voor die Landdroshof, Barberton, aan die hoogste bieder vir kontant verkoop sal word.

Die onverbeterde, Erf 201, Komatipoort, dorp: Komatipoort, Registrasie Afdeling JU, Provinsie Mpumalanga, groot 2 855 (twee agt vyf vyf) vierkante meter, gehou kragtens Akte van Transport T5005/1978 (beter bekend as Bourhillstraat 17, Komatipoort).

Gedateer te Komatipoort op hierdie 4de dag van Desember 2001.

Balju, Landdroshof, Barberton.

Esselens Engelbrechts Ingelyf, Prokureurs vir die Eksekusieskuldeiser, Erfstraat 15, Komatipoort, 1340. [Tel. (013) 790-7783.] (Fax 790-7504.) (Verw. J. Engelbrecht/L. Horn/KK38/00.)

Saak No. 3659/00

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

In die saak tussen DIE PLAASLIKE OORGANGSRAAD VAN GROTER KOMATIPOORT, Eiser, en RANDBOND TRUST ADMINISTRATORS & CONSULTANTS (PTY) LTD, Verweerder

Geliewe kennis te neem dat die ondergenoemde goed ter uitvoering van 'n lasbrief van eksekusie teen onroerende goed wat op 28 Februarie 2001, hierin uitgereik is op 16 Januarie 2002 om 11h00, te Barberton, voor die Landdroshof, Barberton, aan die hoogste bieder vir kontant verkoop sal word.

Die onverbeterde Erf 201, Komatipoort, dorp: Komatipoort, Registrasie Afdeling JU, Provinsie Mpumalanga, groot 2 855 (twee agt vyf vyf) vierkante meter, gehou kragtens Akte van Transport T5005/1978 (beter bekend as Bourhillstraat 17, Komatipoort).

Gedateer te Komatipoort op hierdie 4de dag van Desember 2001.

Balju, Landdroshof, Barberton.

Esselens Engelbrechts Ingelyf, Prokureurs vir die Eksekusieskuldeiser, Erfstraat 15, Komatipoort, 1340. [Tel. (013) 790-7783.] (Fax 790-7504.) (Verw. J. Engelbrecht/L. Horn/KK38/00.)

Case No. 3659/00

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

In the matter between: THE TRANSITIONAL LOCAL COUNCIL OF THE GREATER KOMATIPOORT, Plaintiff, and RANDBOND TRUST ADMINISTRATORS & CONSULTANTS (PTY) LTD, Defendant

A sale will be held on 16 January 2002 at 11h00, at Barberton Magistrate's Court, Barberton, without reserve, in respect of the following property:

Unimproved: Erf 201, Komatipoort, Registration Division JU, Province Mpumalanga, measuring 2 855 (two eight five five) square metres, held by the Defendant by virtue of Deed of Transfer No. T5005/1978, situated at Bourhill Street 17, Komatipoort.

Improvements, although in this respect nothing is guaranteed: None vacant stand.

Signed at Komatipoort on this 4th day of December 2001.

Sheriff, Magistrate's Court, Barberton.

Esselens Engelbrecht Inc., Plaintiff's Attorney, Erf Street 15; P.O. Box 652, Komatipoort, 1340. [Tel. (013) 790-7783.] (Fax 790-7504.) (Ref. J. Engelbrecht/L. Horn/KK38/00.)

Saak No. 3066/00

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

In die saak tussen DIE PLAASLIKE OORGANGSRAAD VAN GROTER KOMATIPOORT, Eiser, en FRANCO SOTTO CORONA, Eerste Verweerder, en LAVINIA THELMA SOTTO CORONA, Tweede Verweerder

Geliewe kennis te neem dat die ondergenoemde goed ter uitvoering van 'n lasbrief van eksekusie teen onroerende goed wat op 12 Desember 2000, hierin uitgereik is op 16 Januarie 2002 om 11h00, te Barberton, voor die Landdroshof, Barberton, aan die hoogste bieder vir kontant verkoop sal word.

Die onverbeterde Erf 718, Komatipoort Uitbreiding 1, dorp: Komatipoort, Registrasie Afdeling JU, Provinsie Mpumalanga, groot 1 781 (een sewe agt een) vierkante meter, gehou kragtens Akte van Transport T95822/1992 (beter bekend as Gillfillanstraat 30, Komatipoort).

Gedateer te Komatipoort op hierdie 4de dag van Desember 2001.

Balju, Landdroshof, Barberton.

Esselens Engelbrechts Ingelyf, Prokureur vir die Eksekusieskuldeiser, Erfstraat 15, Komatipoort, 1340. [Tel. (013) 790-7783.] (Faks 790-7504.) (Verw. J. Engelbrecht/L. Horn/KK13/00.)

Case No. 720/00

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

In the matter between: EERSTE NASIONALE BANK, Plaintiff, and ARBEE A E MNR, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on the 05 October 2001 and subsequent Warrant of Execution, the following property will be sold in Execution at 10h00, on 18 January 2002 at the offices of the Magistrate, Van Riebeeckstraat, Belfast, namely:

Erf 1242, Dorpsgebied Belfast, also known as Fitzgeraldstraat 7, Belfast, and take further notice that the Conditions of Sale will lie for inspection at the offices of the Sheriff of the Court, Posbus 151, Belfast, and contain inter alia the following provisions:

1. Ten percent of the purchase price payable on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.
4. Reserve price to be read out at sale.

Dated at Belfast on the 22 November 2001.

To: The Sheriff of the Court.

Victor D. Weimar & Seuns, Vermootenstraat, Belfast; Posbus 11, Belfast, 1100. [Tel. (013) 253-1155/6.] (Ref. Mnr Smit/S/56134.)

NORTHERN CAPE NOORD-KAAP

Case No. 2608/2001

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

In the matter between THE MUNICIPALITY OF THE CITY OF KIMBERLEY, Plaintiff, and S. SEBELO, Defendant

In pursuance of a judgment of the above Honourable Court, and a warrant of execution dated 16 October 2001, the under-mentioned immovable property will be sold in execution on Thursday, 24 January 2002 at 10:00, by the Sheriff of the Court for the District of Kimberley, in front of the Magistrate's Court Offices at Kimberley, to the highest bidder:

Certain Erf 20373, Kimberley, situate in the City and District of Kimberley, Province of the Northern Cape, measuring 331 (three hundred and thirty-one) square metres, also known as 40 Seeduif Street, Roodepan, Kimberley.

The improvements consists of a dwelling-house, 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 shall be payable in cash on the date of the sale, the balance of the purchase price together with value-added tax on such balance were applicable and the arrear rates and Municipal Service Charges shall be payable against transfer and be secured on demand by an acceptable guarantee.

In the event of default by the purchaser to comply with any of the conditions of sale, the deposit shall be forfeited and paid over to the Execution Creditor as a genuine pre-estimate of the damages suffered by the Execution Creditor as a result of such default.

The conditions of sale may be inspected during office hours at the office of the Sheriff of the Court, 36 Woodley Street, Kimberley, and at the Offices of the Plaintiff's attorneys and will be read out immediately prior to the sale.

Dated at Kimberley this 10th day of December 2001.

Adrian B. Horwitz & Associates, Plaintiff's Attorneys, Ground Floor, Barnet House, 45 DuToitspan Road, Kimberley, 8300.

Case No. 2614/2001

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

In the matter between THE MUNICIPALITY OF THE CITY OF KIMBERLEY, Plaintiff, and MONZA TRUST, Defendant

In pursuance of a judgment of the above Honourable Court, and a warrant of execution dated 16 August 2001, the under-mentioned immovable property will be sold in execution on Thursday, 24 January 2002 at 10:00, by the Sheriff of the Court for the District of Kimberley, in front of the Magistrate's Court Offices at Kimberley, to the highest bidder:

Certain Erf 12797, Kimberley, situate in the City and District of Kimberley, Province of the Northern Cape, measuring 16 109 (sixteen thousand one hundred and nine) square metres, also known as 10 Cabinet Street, Kimberley.

There are no improvements on the property which is a vacant stand.

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 shall be 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 and the arrear rates and Municipal Service Charges shall be payable against transfer and be secured on demand by an acceptable guarantee.

In the event of default by the purchaser to comply with any of the conditions of sale, the deposit shall be forfeited and paid over to the Execution Creditor, as a genuine pre-estimate of the damages suffered by the Execution Creditor as a result of such default.

The conditions of sale may be inspected during office hours at the office of the Sheriff of the Court, 36 Woodley Street, Kimberley, and at the offices the Plaintiff's attorneys, and will be read out immediately prior to the sale.

Dated at Kimberley this 10th day of December 2001.

Adrian B. Horwitz & Associates, Ground Floor, Barnet House, 45 DuToitspan Road, Kimberley, 8300.

Case No. 6952/1997

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

In the matter between THE MUNICIPALITY OF THE CITY OF KIMBERLEY, Plaintiff, and T. S. MONGALE, Defendant

In pursuance of a judgment of the above Honourable Court, and a warrant of execution dated 16 October 2001, the under-mentioned immovable property will be sold in execution on Thursday, 24 January 2002 at 10:00, by the Sheriff of the Court for the District of Kimberley, in front of the Magistrate's Court Offices at Kimberley, to the highest bidder:

Certain Erf 13255, Kimberley, situate in the City and District of Kimberley, Province of the Northern Cape, measuring 242 (two hundred and forty-two) square metres, also known as 13255 Thutlo Street, Galeshewe, Kimberley.

The improvements consists of a dwelling-house, 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 shall be payable in cash on the day of the sale, the balance of the purchase price together with value-added tax on such balance where applicable and the arrear rates and Municipal Service Charges shall be payable against transfer and be secured on demand by an acceptable guarantee.

In the event of default by the purchaser to comply with any of the conditions of sale, the deposit shall be forfeited and paid over to the Execution Creditor as a genuine pre-estimate of the damages suffered by the Execution Creditor a a result of such default.

The conditions of sale may be inspected during office hours at the office of the Sheriff of the Court, 36 Woodley Street, Kimberley, and at the offices of the Plaintiff's attorneys and will be read out immediately prior to the sale.

Dated at Kimberley this 10th day of December 2001.

Adrian B. Horwitz & Associates, Plaintiff's Attorneys, Grond Floor, Barnet House, 45 DuToitspan Road, Kimberley, 8300.

NORTHERN PROVINCE NOORDELIKE PROVINSIE

Saak No. 18184/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en C J PRINSLOO, Eksekusieskuldenaar

Ten uitvoer van 'n Vonnis wat die Landdros van toegestaan het op 09/02/01, en 'n Lasbrief vir Eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 16 Januarie 2002 om 10h00, by die Baljukantoor, Platinumstraat 66, Ladine, Pietersburg, aan die hoogste bieder, naamlik:

Gedeelte 2 van Erf 117, geleë in die dorp Annandale, Registrasie Afdeling LS, Noordelike Provinsie, groot 952 (negehoonderd twee en vyftig) vierkante meter, gehou kragtens Akte van Transport T15962/1981.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Woodbushstraat 18, Ladanna, Pietersburg, en bestaan uit: Sitkamer, familie kamer, eetkamer, kombuis, 4 slaapkamers, 4 badkamers, studeerkamer, aparte toilet, 4 motorhuise, bediende kamer, buite toilet en buite badkamer.

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

Geteken te Pietersburg op die 30ste dag van November 2001.

W A H Nel, vir Steytler Nel & Vennote, 1ste Vloer, Pionier Sentrum, Landros Marestraat 52, Pietersburg. [Tel. (015) 295-9340.] (Faks 291-1749.) (Verw. mnr. Nel/cc/ANA 597.)

Saak No. 18184/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en C J PRINSLOO, Eksekusieskuldenaar

Ten uitvoer van 'n Vonnis wat die Landdros van toegestaan het op 09/02/01 en 'n Lasbrief vir Eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 16 Januarie 2002 om 10h00, by die Baljukantoor, Platinumstraat 66, Ladine, Pietersburg, aan die hoogste bieder, naamlik:

Gedeelte 2 van Erf 117, geleë in die dorp Annandale, Registrasie Afdeling LS, Noordelike Provinsie, groot 952 (negehoonderd twee en vyftig) vierkante meter, gehou kragtens Akte van Transport T15962/1981.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Woodbushstraat 18, Ladanna, Pietersburg, en bestaan uit: Sitkamer, familie kamer, eetkamer, kombuis, 4 slaapkamers, 4 badkamers, studeerkamer, aparte toilet, 4 motorhuise, bediende kamer, buite toilet en buite badkamer.

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

Geteken te Pietersburg op die 30ste dag van November 2001.

W A H Nel, vir Steytler Nel & Vennote, 1ste Vloer, Pionier Sentrum, Landros Marestraat 52, Pietersburg. [Tel. (015) 295-9340.] (Faks 291-1749.) (Verw. mnr. Nel/cc/ANA 597.)

Saak No. 13092/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en
CATO JEANETTE BADENHORST, Eksekusieskuldenaar**

Ten uitvoer van 'n vonnis wat die Landdros van toegestaan het op 10/10/01 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 16 Januarie 2002 om 10h00 by die Baljukantoor, Platinumstraat 66, Ladine, Pietersburg, aan die hoogste bieder, naamlik:

(a) Deel No. 55 soos getoon en volledig beskryf as Deelplan No. SS35/96 in die skema bekend as Bendor Gardens ten opsigte van die grond en gebou of geboue geleë te Resterende Gedeelte van Erf 777, Bendor Dorpsgebied, Pietersburg/Polokwane Plaaslike Oorgangsraad, van welke deel die vloeroppervlakte, volgens genoemde deelplan, 63 (drie en sestig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken.

Gehou kragtens die Akte van Transport ST 117908/96.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Bendor Gardens 55, Bendor, Pietersburg, en bestaan uit sitkamer, kombuis, 2 x slaapkamers, badkamer.

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

Geteken te Pietersburg op die 12de dag van Desember 2001.

W A H Nel, Steytler Nel & Vennote, 1ste Vloer, Pionier Sentrum, Landros Marestraat 52, Pietersburg. [Tel. (015) 295-9340.] (Faks: 291-1749.) (Verw. Mnr Nel/cc/Ana 624.)

NORTH WEST NOORDWES

Case No. 1970/00

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

In the matter between JOSEPHINE MPETE, Plaintiff, and JOSEPH MPETE, Defendant

In execution of a judgment of the Magistrate's Court for the District of Odi held at Ga-Rankuwa, in the above matter, a sale will be held at:

E3 Mabopane Highway, Sheriff's Office, Hebron, on the Friday, the 18th of January 2002 at 10h00, of the undermentioned goods of the Defendant:

1 x Ford Bantam Bakkie, Registration Number CGG 496 NW.

Dated at Brits on this the 28th day of November 2001.

Malatji, Mohosh & Pooe Att, Plaintiff's Attorneys, c/o Maseka Attorneys, 5049 Zone 4, Molathwa Street, Ga-Rankuwa. (Ref. DMP/rs/DIV 2616.)

To: The Clerk of the Court, Brits.

And to: The Sheriff, Soshanguve, Odi, Moretele, E3 Mabopane Highway, Hebron; P.O. Box 2223, Rosslyn, 0200.

WESTERN CAPE WES-KAAP

Case No.: 18107/00

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

**In the matter between: C. JANUARY & ASSOCIATES, Execution Creditor, and
Mr. GILBERT DALICUBA, Execution Debtor**

In pursuance of a judgment in the above Court granted on 21 September 2000 and a Warrant of Execution issued thereafter, the following property will be sold in execution on Tuesday, 15 January 2002 at 10:00 at Mitchells Plain Court House, to the highest bidder:

Erf: 1851 Guguletu, in extent: 184 square metres, held by Deed of Transfer T 33466/97, situate at NY 140—No. 24 Guguletu.

Description: Asbestos roof, brick wall dwelling, 2 x bedrooms, 1 x lounge, 1 x kitchen, outside toilet.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act, the Rules made thereunder and of the title Deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

Payment:

2. Ten percentum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

Conditions:

3. 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 Athlone this 20th day of November 2001.

C January, C January & Associates, Execution Creditor's Attorneys, cnr. Boyd Avenue & Beverley Street, Athlone. (Ref.: CJ/ns/DD57.)

Case No: 7133/01

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

In the matter between: FIRSTRAND BANK LIMITED, formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and SIMON JACOBUS MACHELM, First Defendant, MARIA JEANETTE MACHELM, Second Defendant

In the above matter a sale will be held on Thursday, 10 January 2002 at 10:00 am, at the site of: 56 Second Street, Strand, being:

Erf 6918, Strand, situate in the City of Cape Town, Stellenbosch Division, Western Cape Province, measuring: 496 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, 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 13,00% 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: 4 bedrooms, lounge, kitchen, 2 bathrooms and double garage.

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

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, Nr. Willie van Schoor & Old Oak Roads, Bellville. (Phone: 914-5660.) (Refer: FIR2/0773/H CROUS/r.)

Case No. 13777/01

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

In the matter between: ABSA BANK LIMITED, PAROW, Plaintiff, and KASHEFA TALIEP, First Defendant

The following property will be sold in execution at the Mitchells Plain Court House on the 15 January 2002 at 10h00 am, to the highest bidder:

Erf: 1723, Weltevreden Valley.

Measuring: Three hundred and fifty square metres.

Situate at: 4 Valley Crescent, Colorado Park, Mitchells Plain, 7785.

Held by Title Deed: T67430/00.

Property description: A brick residential dwelling comprising of a lounge, kitchen, bathroom, toilet, 3 bedrooms.

1. The following improvements are reported by not guaranteed:

2. *Payment:* A deposit of ten per centum of the purchase price must be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the Sale and the balance (plus interest at the current rate of 13,85% per annum calculated on the Judgment Creditor's claim from the date of Sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the Sale.

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

4. *Conditions:* The full Conditions of Sale will be read out immediately prior to the Sale and may be inspected at the office of the Sheriff, Mitchells Plain.

Abrahams & Gross Inc, Per: Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. Tel No: 418 2020. Reference: COL/BBS/Z04389.

Case No: 13503/98

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

In the matter between: CITY OF CAPE TOWN, Judgment Creditor, and MR A F & M E LEWIS, Judgment Debtor

The property described hereunder will be sold at the Court House Mitchells Plain, Magistrate's Court Mitchells Plain, on Thursday, 17th January 2002 at 10h00, viz:

Certain piece of land situate at Cape Town, in the Municipality of Cape Town, Cape Town Division, Erf No. 1432.

Measuring: 209 square metres.

Held by the Execution Debtor under Deed of Transfer no. T40760/1991 (dated 5th July 1991).

The property consists of brick building asbestos roof, burglar bars, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom & toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19.5% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The Buyer shall (a) pay: Auctioneers' charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Per: Attorneys for Plaintiff, 16th Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. Tel. 4057345. (Ref: Mrs K Titus/M3112.)

Auctioneers: The Sheriff, Magistrate's Court, Mitchells Plain.

Case No: 28562/99

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

In the matter between: CITY OF CAPE TOWN, Judgment Creditor, and MR E PETERSEN, Judgment Debtor

The property described hereunder will be sold at the Court House Wynberg, Magistrate's Court Wynberg, on Tuesday, 15th January 2002 at 10h00, viz:

Certain piece of land situate at Cape Town, in the Municipality of Cape Town, Cape Town Division, Erf No. 36372.

Measuring: 573 square metres.

Held by the Execution Debtor under Deed of Transfer No. T102067/96 (dated 20th December 1996), popularly known as 62 Arries Street, Surrey Estate.

The property consists of a single brick dwelling under a tiled roof consisting of 4 bedrooms, 1 kitchen, 1 lounge, 1 bathroom, 1 toilet, also a maids quarter consisting of 2 bedrooms, 1 lounge, 1 bathroom & toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19.5% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The Buyer shall (a) pay: Auctioneers' charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Per: Attorneys for Plaintiff, 16th Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. Tel. 4057345. (Ref: Mrs K Titus/M3844.)

Auctioneers: The Sheriff, Magistrate's Court, Wynberg East.

Case No. 14256/97

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

In the matter between: CITY OF CAPE TOWN, Judgment Creditor, and MR W F & H H SYLVESTER, Judgment Debtor

The property described hereunder will be sold at the Court House Mitchells Plain, Magistrate's Court, Mitchells Plain on Thursday 17th January 2002 at 10h00.

viz: Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Town Division, Erf No. 26801, measuring 250 square metres, held by the Execution Debtor under Deed of Transfer No. 45973/1995 (dated 26th June 1995), popularly known as 10 Bosbok Crescent Eastridge Mitchells Plain.

The property consists of brick building asbestos roof, fully vibre-crete fence, 3 bedrooms cement floors, separate kitchen, lounge, bathroom & toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19.5% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The Buyers shall (a) pay: Auctioneers' charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, 16th Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 405-7345.) (Ref. MRS K TITUS/M3112.)

Auctioneers: The Sheriff, Magistrate's Court, Mitchells Plain.

Case No. 1584/99

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

In the matter between: CITY OF CAPE TOWN, Judgment Creditor, and MR Q & C R GLEN, Judgment Debtor

The property described hereunder will be sold at the Court House Mitchells Plain, Magistrate's Court, Mitchells Plain on Thursday 17th January 2002 at 10h00.

viz: Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Town Division, Erf No. 30548, measuring 273 square metres, held by the Execution Debtor under Deed of Transfer No. T8426/1998 (dated 4th February 1998), popularly known as 9 Tosca Close, Eastridge, Mitchells Plain.

The property consist of brick building, asbestos roof, fully vibra crete, fence, burglar bars, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom and toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19.5% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The Buyers shall (a) pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, 16th Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 405-7345.) (Ref. MRS K TITUS/M3845.)

Auctioneers: The Sheriff, Magistrate's Court, Mitchells Plain.

Case No.: 18107/00

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

In the matter between: C. JANUARY & ASSOCIATES, Execution Creditor, and MR. GILBERT DALICUBA, Execution Debtor

In pursuance of a judgment in the above Court granted on 21 September 2000 and a Warrant of Execution issued thereafter, the following property will be sold in execution on Tuesday, 15 January 2002 at 10:00 at Mitchells Plain Court House, to the highest bidder:

Erf: 1851, Guguletu.

In extent: 184 square metres.

Held by: Deed of Transfer T33466/97.

Situate at: NY 140-No. 24, Guguletu.

Description: Asbestos roof, brick wall dwelling, 2 x bedrooms; 1 x lounge; 1 x kitchen; outside toilet.

Conditions of Sale:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act, the Rules made thereunder and of the Title Deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten percentum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

3. *Conditions:* The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Magistrate's Court.

Dated at Athlone this 20th day of November 2001.

C J January & Associates, Per: C January, Execution Creditor's Attorneys, cnr. Boyd Avenue & Beverley Street, Athlone. (Ref.: CJ/ns/DD57.)

Case No: 9326/99

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

In the matter between: CITY OF CAPE TOWN, Judgment Creditor, and S R FOENTJIES & G D FOENTJIES, Judgment Debtors

The property described hereunder will be sold at the Court House, Mitchells Plain South, Magistrate's Court, Mitchells Plain, on Thursday, 17th January 2002 at 10.00 a.m. *viz:*

Certain piece of land situate at Mitchells Plain in the Municipality of Cape Town, Cape Division, Erf No. 15065.

Measuring: 205 square metres.

Held by the Execution Debtor under Deed of Transfer No. T 78070/1996 (dated 9th October 1996).

Popularly known as 17 Bulawayo Close, Portlands, Mitchells Plain.

The property consists of one brick building under tiled roof, consisting of fully vibre-crete fence, 3 x bedrooms, cement floors, separate kitchen, lounge, bathroom and toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 14.5% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The Buyer shall (a) pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, 1st Floor, Village Square, 155 Main Road, Plumstead. Tel. 761-9076. (Ref: Mrs Castle/M3444.)

Auctioneer: The Sheriff, Magistrate's Court, Mitchells Plain South.

Case No: 27503/00

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

In the matter between: BOE BANK LTD known as NBS BOLAND BANK LTD, Plaintiff, and VIRGINIA QOSI (born SNACK), Defendant

In pursuance of a Judgment in the Court for the Magistrate of Wynberg and a Writ of Execution dated 21 November 2001 the property listed hereunder will be sold in Execution on Tuesday, 15 January 2002 at 10h00 held at the Magistrate's Court of Mitchells Plain, be sold to the highest bidder:

Certain: Erf 8646, Guguletu, situated in the City of Cape Town, Cape Division, Western Cape Province, also known as NY 7 - No 16 Mqayi Close, Guguletu.

In extent: 234 (Two hundred and thirty four) Square Metres.

Held by: Held by Title Deed No: T66368/89.

Concitions of sale:

1. The full and complete Conditions of Sale will be read immediately before the Sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following improvements are reported to be on the property, but nothing is guaranteed: A single dwelling brick building under tiled roof, consisting of approximately three bedrooms, lounge, kitchen, bathroom/toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate calculated on the Plaintiff's claim from the date of sale to the date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Goodwood this 4th day of December 2001.

Heyns & Partners Inc., Attorneys for Plaintiff, 68 Vasco Boulevard, Goodwood, 7460. (Ref: A Keet/sst/Z13577.)

Case No. 31258/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ERASMUS JOHANNES VISSER, Defendant

In pursuance of a judgment in the Court for the Magistrate of Bellville and a writ of execution dated 8 October 2001 the property listed hereunder will be sold in execution on Monday, 14 January 2002 at 10h30 at Defendant's premises, namely Maroela Street, Loevenstein, Bellville, be sold to the highest bidder:

Certain: Erf 1290, Bellville, situated in the City of Cape Town, Cape Division, Western Cape Province, also known as 4 Maroela Street, Loevenstein, Bellville, in extent 1 383 square metres, held by Title Deed No. T20618/89.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following improvements are reported to be on the property, but nothing is guaranteed: A single dwelling brick building tiled roof, consisting of approximately three bedrooms, kitchen, lounge, diningroom, bathroom/toilet, double garage, dwelling on top of garage "granny flat".

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate calculated on the Plaintiff's claim from the date of sale to the date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Goodwood this 30th day of November 2001.

Heyns & Partners Inc., Attorneys for Plaintiff, 68 Vasco Boulevard, Goodwood, 7460. (Ref. A Keet/SST/Z09721.)

Case No. 4370/01
PH 255IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
GORDON ALEXANDER BROWN, 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 19 Marlin Crescent, Strandfontein at 11:00 am on the 16th day of January 2002 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, 2 Mulberry Mall, Strandfontein Centre, Strandfontein:

Erf 6564, Mitchells Plain in the City of Cape Town, Division Cape, Province of the Western Cape, in extent 783 square metres and situate at 19 Marlin Crescent, Strandfontein.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A main dwelling consisting of a living room, dining room, kitchen, 4 bedrooms and a bathroom with water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 5 December 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 Ingles/cs/S4429/8540.)

Saak No. 340/01

IN DIE LANDDROSHOF VIR DIE DISTRIK DIE KAAP GEHOU TE KAAPSTAD

In die saak tussen ABSA BANK BEPERK, Eiser, en HANS RICHARD NAVRATIL, Verweerder

In die gemelde saak sal 'n veiling gehou word op 11 Januarie 2002 om 10h30 te Baljukantore, Hoofweg 3, Humansdorp:

Erf 1034, Paradise Beach, in die Plaaslike Area van Paradise Beach, Humandorp, Divisie: Oos-Kaap, Provinsie van die Wes-Kaap, groot 792 vierkante meter, gehou deur die Verweerder kragtens Transportakte Nr. T2492/95, beter bekend as Bothastraat, Paradise Beach, Humansdorp.

1. Verbeterings (nie gewaarborg nie): 'n Leë erf.

2. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, en in die kantoor van die ondergetekende en bepaal onder andere dat:

2.1 Die verkoping voetstoots is aan die hoogste bieder;

2.2 Een tiende van die koopprys in kontant betaalbaar is onmiddellik nadat die eiendom as verkoop verklaar is en dat die res met rente teen registrasie van oordrag betaal moet word.

Gedateer te Kaapstad hierdie 15 November 2001.

TR de Wet, vir Marais Muller Ing., Prokureur vir die Vonnisskuldeiser, 19de Vloer, Cartwrights Corner, Adderleystraat, Kaapstad. [Tel. (021) 462-3420/Faks (021) 465-2736.] (Epos: marmu@iafrica.com) (Verw. MA Small/edlg/Z06338.)

Saak No. 30251/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen STAD KAAPSTAD, Eiser, en mev L C ROBARTS, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde agbare hof gedateer 28 Augustus 2001 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 15 Januarie 2002 om 09h00 vm op die perseel te Sarel Cilliersstraat 55, Parow 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 6521, Parow, groot 520 vierkante meter, gehou kragtens Transportakte Nr. T13568/1997.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 3 slaapkamers, sitkamer, kombuis, badkamer en toilet.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 20% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948-8326).

Datum: 7 November 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. MB/B3646.)

Saak No. 30336/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen STAD KAAPSTAD, Eiser, en mnr F C WIESE, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde agbare hof gedateer 27 Augustus 2001 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 15 Januarie 2002 om 11h00 vm op die perseel te Lindenstraat 15, Ravensmead 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 11409, Parow, groot 446 vierkante meter, gehou kragtens Transportakte Nr. T29509/1978.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 2 slaapkamers, kombuis, sitkamer, badkamer en toilet.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 20% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948-8326).

Datum: 6 November 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. MB/B3733.)

Saak No. 20880/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen STAD KAAPSTAD, Eiser, en Mnr. D. D. VAN WYK, Eerste Verweerder, en Mev. R. VAN WYK, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde agbare hof gedateer 25 September 2001 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 15 Januarie 2002 om 12h00 nm op die perseel te Kingstonstraat 156, Ravensmead 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 21957, Parow, groot 350 vierkante meter, gehou kragtens Transportakte Nr. T94312/1993.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is kombuis, 2 slaapkamers, sitkamer, badkamer en toilet.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 20% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948-8326).

Datum: 6 November 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. MB/B3545.)

Saak No. 19541/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen STAD KAAPSTAD, Eiser, en mnr D MARALACK, Eerste Verweerder, en
mev T L MARALACK, Tweede Verweerderes**

Ter uitvoering van 'n vonnis van die bogemelde agbare hof gedateer 17 Augustus 2001 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 15 Januarie 2002 om 10h00 vm op die perseel te Simondre Villas 11, Parowstraat 122A, Parow 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 22895, Parow, groot 133 vierkante meter, gehou kragtens Transportakte Nr. T20212/2000.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:—Die eiendom is sitkamer, 3 slaapkamers, kombuis, badkamer, toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of 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 20% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948-8326).

Datum: 7 November 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw: MB/B3227.)

Case No. 17300/99

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

In the matter between CITY OF CAPE TOWN, Judgment Creditor, and HENDRIK VAN WYK, Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 8th June 2001, the property listed hereunder, and commonly known as Erf 12521 aka 25 Libra, Rocklands, Mitchells Plain, will be sold in Execution Courthouse on Tuesday, 15th January 2002 at 10h00 to the highest bidder:

Erf 12521, Mitchells Plain, Cape, extent 142 square metres, held under Deed of Transfer No. T65482.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling built of brick walls under tiled roof consisting of 2 bedrooms, open plan kitchen, lounge, bathroom and toilet, vibre-crete fence and burglar bars with cement floors.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South.

Dated at Cape Town on 2 November 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Judgment Creditor, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref: Mrs Wentzel/22454.)

Case No. 1278/97

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

**In the matter between: PROF F G SCHUTTE, Plaintiff, and L LIZAMORE, 1st Defendant, and
S LIZAMORE, 2nd Defendant**

In the pursuance of the judgment in the Magistrate's Court Strand, dated 3 October 2000 and a warrant of execution, the property listed hereunder will be sold on Wednesday, 16 January 2002 at 10h00 at No 9 Louwrens River Road, Strand, being:

Erf 3332, Strand, in the City of Cape Town, Division of Stellenbosch, in the Province of Western Cape, measuring 993 (nine hundred and ninety three) square metres, held by Deed of Transfer No T32691/1987, also known as Nr 9 Louwrens River Road, Strand.

1. The property shall be sold to the highest bidder, without reserve, and the sale will be subject to the provisions of Magistrate's Court Act as amended, and the rules made thereunder.

2. The purchase price will be payable as follows:

(a) 10% (ten percent) in cash upon signature of the Deed of Sale.

(b) The balance including interest thereon at the applicable rate of 19,75 per centum per annum (and should there be a preferent creditor, also the interest due on his claim) calculated from the date of sale to the date of registration of transfer and for this purpose the purchaser shall furnish the Sheriff with a bank or building society guarantee within 14 (fourteen) days of the date of sale.

3. The improvements to the above property are as follows, although the existence thereof is not guaranteed; a dwelling consisting of:

(a) 4 bedrooms. (b) 1 stoep room. (c) 1 lounge. (d) 1 kitchen. (e) 1 bathroom. (f) 1 double garage.

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

Dated at Strand on this the 5th day of November 2001.

S F le Roux, Leon Frank & Partners, Attorneys of Plaintiff, Frank Building, 1 Pickle Street, Strand. (Tel: 854-7223.) (Ref: SFLE/evjr.)

Case No: 12876/2001

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

**In the matter between: NEDCOR BANK LIMITED, Judgment Creditor, and
ADRI WENDY BLAAUW, Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Court-house, Kuils River, on 16 January 2002 at 09h00:

Erf 4402, Eerste River, in the City of Cape Town, Division of Stellenbosch, Western Cape Province, also known as 56 Mountain Street, Eerste River, in extent 272 (two hundred and seventy two) square metres, comprising 2 bedrooms, lounge, kitchen, bathroom/toilet, tiled roof.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts' Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Kuils River and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel: (021) 945-3646.] (Ref: KG Kemp/LvS/G1122.)

Saaknr: 1106/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen: ABSA BANK BEPERK, Eiser, en J A VAN DER RHEDE, Verweerder

Die volgende vaste eiendom word per openbare veiling verkoop op Dinsdag, 15 Januarie 2002 om 10h00 by Landdroskantoor, Mitchells Plain, Erf 39815, Mitchells Plain, gehou kragtens Transportakte T91690/1993, 324 vierkante meter groot en geleë te Pinscherlaan 12, Strandfontein.

Verbeterings (nie gewaarborg nie): 3 slaapkamers, kombuis, sitkamer, badkamer en toilet.

Die veilingsvoorwaardes wat van toepassing is sal voor die veiling uitgelees word en is ter insae by die Balju van bogemelde Hof en bepaal onder andere dat:

1. Die verkoping voetstoots is aan die hoogste bieder.

2. Een-tiende van die koopprijs in kontant betaalbaar is onmiddellik nadat die eiendom as verkoop verklaar is en dat die balans tesame met rente teen registrasie van oordrag betaal moet word.

Geteken te Goodwood op hierdie 5de dag van November 2001.

Steyn & Van Rhyn, Voortrekkerweg 45, Goodwood, 7460; Posbus 205, Goodwood, 7459. (Email: svrlaw@iafrica.com) (Aktebus 112.) (Docex 7, Goodwood.) (Tel: 591-3241.) (Fax: 591-9335.) (Verw: AVR/TVM/A01160.)

Saaknr: 19541/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen STAD KAAPSTAD, Eiser, en MNR D MARALACK, Eerste Verweerder en
MEV T L MARALACK, Tweede Verweerderes**

Ter uitvoering van 'n vonnis van die bogemelde agbare hof gedateer 17 Augustus 2001 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag 15 November 2002 om 10h00 vm op die perseel te Simondse Villas 11, Parowstraat 122A, Parow 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 22895, Parow, groot 133 vierkante meter, gehou kragtens Transportakte Nr. T20212/2000.

Die volgende inligting word verstrek, maar niks gewaarborg nie: Die eiendom is 3 slaapkamers, sitkamer, kombuis, badkamer, toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of 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 20% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopsvoorwaardes:

Die volledige verkoopsvoorwaardes lê ter insae by die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel: 939-0040) en/or die Balju, Bellville (Tel. 948-8326).

Gedateer op hierdie 6 November 2001

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verwysing: MB/B3227.)

Case No: 16133/2001

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 FAROUZ HOOSAIN, Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Mitchells Plain on 15 January 2002 at 10h00:

Erf 40898 Mitchells Plain in the City of Cape Town, Cape Division, Western Cape Province also known as 8 Tania Close, Morgenster, Mitchells Plain, in extent 281 (two hundred and eighty one) square metres.

Comprising brick building, tiled roof, fully vibre-crete fence, burglar bars, 2 bedrooms, cement floors, open plan 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 the Sheriff of the Court for Mitchell's Plain (South) and will be read out by the Auctioneer prior to the Sale.

K G Kemp, for Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel: (021) 945-3646.] (Ref: K G Kemp/LvS/G1089.)

Case No: 15314/2001

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and EVERHARDT VAN SCHALKWYK, 1st Judgment Debtor, and TANIA VAN SCHALKWYK, 2nd Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Kuils River on 16 January 2002 at 09h00.

1. A unit consisting of:

(a) Section No 20 as shown and more fully described on sectional plan No. SS145/93 in the scheme known as Eikenhof, in respect of the land and building or buildings situate at Kraaifontein in the City of Cape Town, Paarl Division, Western Cape Province, of which section the floor area, according to the said sectional plan, is 46 (forty six) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan held by Deed of Transfer No. ST15036/2000 also known as Flat No. 2, Eikenhof, Station Street, Kraaifontein.

Comprising 2 bedrooms, bathroom, open plan kitchen/lounge.

The sale shall be by Public Auction without reserve to the highest bidder, subject to the Magistrates Courts' Act and Rules.

10% of the price is payable at the time of the Sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Kuils River and will be read out by the Auctioneer prior to the Sale.

K G Kemp, for Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel: (021) 945-3646.] (Ref: K G Kemp/LvS/G1162.)

Case No: 12840/2001

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

In the matter between: NEDCOR BANK LIMITED, Judgment Creditor, and LODEWYK ERMANUS DANIEL FRIESLAAR, 1st Judgment Debtor, and MARGERET FRIESLAAR, 2nd Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Kuils River on 16 January 2002 at 09h00:

Erf 9957, Kraaifontein, in the City of Cape Town, Division of Paarl, Western Cape Province, also known as 43 Rheeboek Street, Summerville, Kraaifontein.

In extent: 566 (five hundred and sixty six) square metres.

Comprising tiled roof, brick walls, lounge, diningroom, kitchen, 3 bedrooms, bathroom, toilet, single garage.

The Sale shall be by Public Auction without reserve to the highest bidder, subject to the Magistrate's Courts' Act and Rules.

10% of the price is payable at the time of the Sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Kuils River and will be read out by the Auctioneer prior to the Sale.

Smuts Kemp & Smal, per: KG Kemp/LvS/G1119 (Plaintiff's Attorneys), 1 De Lange Street, Bellville. Tel: (021) 945 3646.

Case No: 23424/2000

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

In the matter between: NEDCOR BANK LIMITED, Judgment Creditor, and WALTER PATRICK LUDOLPH, 1st Judgment Debtor, and JACQUELINE ANGELINE LUDOLPH, 2nd Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Kuils River on 16 January 2002 at 09h00:

Erf 6818, Downs, in the City of Cape Town, Division Stellenbosch, Western Cape Province, also known as 7 Stone Gate Street, High Gate, Eerste River.

In extent: 276 (two hundred and seventy six) square metres.

Comprising 3 bedrooms, lounge, kitchen, bathroom, toilet, tiled roof.

The Sale shall be by Public Auction without reserve to the highest bidder, subject to the Magistrate's Courts' Act and Rules.

10% of the price is payable at the time of the Sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Kuils River and will be read out by the Auctioneer prior to the Sale.

Smuts Kemp & Smal, per: KG Kemp/LvS/G1368 (Plaintiff's Attorneys), 1 De Lange Street, Bellville. Tel: (021) 945 3646.

Case No: 7844/01

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between: BOE (NBS) BANK LIMITED, Judgment Creditor, and LUNGILE THOMAS KOKOLO, First Judgment Debtor

The undermentioned property will be sold in execution on the premises at 19 Orange Street, Fernwood, Newlands, on Wednesday, 16 January 2002 at 10h00:

Erf 97538, Cape Town, situate in the City of Cape Town, Cape Division, Western Cape Province.

In extent: 991 square metres.

Held Deed of Transfer No. T88820/1998 (also known as 19 Orange Street, Fernwood, Newlands).

Comprising of dwelling with 4 x bedrooms, 2 x bathrooms, 2 x showers and 2 x toilets, lounge, dining room, study, kitchen, 3 x garages, 2 x carports, 2 x servant quarters, 1 x store, 2 x outside toilets and play room.

The Sale shall be by Public Auction without reserve to the highest bidder, subject to the High Court Rules.

10% of the price is payable at the time of the Sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the High Court, Wynberg, and will be read out by the Auctioneer prior to the Sale.

Smuts Kemp & Smal, per: KG Kemp/AB/B1684 (Plaintiff's Attorneys), 1 De Lange Street, Bellville. [KG Kemp, Tel: (021) 945 3646.]

Saak No. 11101/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen: ABSA BANK LIMITED, Vonnisskuldeiser, en RHEINALT JACOB HENDRICKS, Eerste Vonnisskuldenaar, en CHARLOTTE PLATO, Tweede Vonnisskuldenaar

Ter uitvoering van 'n Vonnis van die bogemelde Agbare Hof gedateer 1 November 1999, sal die volgende onroerende eiendom geregtelik verkoop word op die 14de dag van Januarie 2002 om 09h00, te Kuilsrivierhof aan die hoogste bieder:

Erf 3927, Eerste Rivier, geleë in die Stad Kaapstad, Afdeling Stellenbosch, Weskaapse Provinsie, groot 435 m² (Natidaweg 27, Forest Village, Eerste Rivier), bestaande uit 2 slaapkamers, kombuis, sitkamer, eetkamer, badkamer met toilet onderhewig aan die volgende voorwaardes en sodanige voorwaardes wat deur die Balju by die veiling uitgelees sal word:

Voorwaardes: Die eiendom sal verkoop word onderworpe aan die bepalings van die Wet op Landdroshowe (Wet 32 van 1944), die bepalings van die huidige Titellakte van die eiendom en betaling van afslaaers en Balju-kommissie en 'n deposito van 10% van die koopprys aan die Balju onmiddellik na die verkoping óf in kontant, óf per Bankgewaarborgde tjek. Die balans koopprys plus rente teen 13,5% per jaar op die vonnisskuld verskuldig vanaf datum van verkoping tot datum van registrasie van transport, verseker te word deur 'n goedgekeurde Bankwaarborg wat aan die Balju voorsien moet word binne veertien dae na datum van verkoping. Die koper moet alle oordragskoste, eiendomsbelasting en munisipale- of deeltitelheffings aan die oordragprokureurs, betaal. Verkoopvoorwaardes kan geïnspekteer word by die kantoor van die Balju van bogemelde Hof.

Gedateer te Durbanville op hierdie 13de dag van November 2001.

PJP De Swardt, vir Louw & Coetzee, Eiser se Prokureurs, Hoofweg 35 (Posbus 146), Durbanville. [Tel. (021) 976-3180.]

Saak No. 36810/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen: SAAMBOU BANK BEPERK, Eiser, en HOOSAIN LATIEF HAMID, Eerste Verweerder, en KHARONISA HAMID, Tweede Verweerder

Ter uitvoering van 'n Vonnis van die bogemelde Agbare Hof gedateer 29 Maart 2000, sal die hiernabeskrewe vaste eiendom in Eksekusie verkoop word op Donderdag, 17 Januarie 2002 om 11h00, op die perseel te Erf 111945, Athlone, te Kaapstad, Jebelstraat 36, Rylands Estate, Athlone, 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 111945, Kaapstad, te Athlone, in die Stad Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap, groot 230 (twee honderd en dertig) vierkante meter, gehou kragtens Transportakte No. T10230/1988.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonhuis met baksteenmure, sitkamer, kombuis, 3 slaapkamers, toilet en badkamer.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C J Veldtman (Tel. 939-0040) en/of Die Balju vir die Landdroshof, E E Carelse, Wynberg-Oos (Tel. 761-4165.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, C J Veldtman (Tel. 939-0040) en/of Die Balju vir die Landdroshof, E E Carelse, Wynberg-Oos (Tel. 761-4165).

Datum: 23 November 2001.

Fourie Basson & Veldtman, Toplin Huis, Voortrekkerweg 219, Parow. (Verw. CJV/RB/14.)

Case No. 7992/94

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

In the matter between ABSA BANK LIMITED, Plaintiff, and GEORGE JOSEPH BOER, First Defendant, and ESTER BOER, Second Defendant

In pursuance of judgment granted on 30/09/1994, 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 14/01/2002 at 09:00, at Kuils River Magistrate's Court to the highest bidder:

Description: Erf 4039, Kleinvlei, in the Local Area of Blue Downs, Division of Stellenbosch, also known as 31 Sering Crescent, Kleinvlei, Eerste River, in extent 294 square metre.

Improvements: 3 Bedrooms, lounge, kitchen, bathroom, toilet and tiled roof, held by the Defendants in their name under Deed of Transfer No. T36447/92.

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 Durbanville this 15 November 2001.

E C Jearey, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, M5 Place, 2A Hibiscus Rd, Durbanville, 7550; P O Box 606, Sanlamhof, 7532. [Tel. (021) 976-0966.] (Ref. ECJ/SS/A0068/4.)

Saak No. 1335/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

in die saak tussen BOE BANK BEPERK, Eiser, en I NEL, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 25 April 2000 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 16 Januarie 2002 om 12h00 op die perseel te Woonstel 302, Seesig, Tafelsee, Allerylaan, Loevenstein, Bellville, 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:

a) Deel Nr 105, soos getoon en vollediger beskryf op Deelplan Nr. SS123/91 in die gebou of geboue bekend as Tafelsee geleë te Bellville in die Stad Tygerberg van welke Deel die vloeroppervlakte volgens voormelde Deelplan 57 (sewe en vyftig) vierkante meter groot is; en

b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en vollediger beskryf op genoemde Deelplan toegedeel aan genoemde Deel in ooreenstemming met die Deelnemingskwotas van genoemde Deel, gespesifiseer in 'n bylae op genoemde Deelplan aangeteken; gehou kragtens Transportakte No. ST4932/1997.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 'n 1 slaapkamer woonstel met badkamer, sit-/eetkamer en kombuis (ingeboorde kaste).

Die eiendom kan geïnspekteer word in oorleg met die Afslaer/Balju, Bellville [Tel. (021) 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 verkoopvoorwaardes lê ter insae by die Afslaer/Balju, Balju, [Tel.(021) 948-8326.]

Gedateer te Paarl hierdie 19de dag van November 2001.

V K Derrocks, Boe Bank Beperk, Boe Bank Beperk, Hoofstraat 333, Paarl. (Verw: VKD/1749068501V)

Saak No. 1696/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MALMESBURY GEHOU TE MALMESBURY

In die saak tussen TOPICS (PTY) LTD, Vonnisskuldeiser, en MARIA KATRIENA ADAMS, Vonnisskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof van Malmesbury en 'n lasbrief vir eksekusie gedateer 28 Augustus 2001 die volgende eiendom in eksekusie verkoop word, op die perseel op 15 Januarie 2002 om 09h00 aan die hoogste bieder.

Erf: 1410, Riebeek-Wes, in die Swartland Munisipaliteit, Afdeling Malmesbury, Provinsie Wes-Kaap, groot 220 (tweehonderd en twintig) vierkante meter, geregistreer kragtens Transportakte Nr. T113892/1997 in die naam van Maria Katriena Adams, Identiteitsnommer 6508080934082, ook bekend as Spoorstraat 1410, Riebeek-Wes.

Verkoopsvoorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalinge en voorwaardes van die Wet op Magistraatshoue, die Reëls daarvolgens uitgevaardig en van die toepaslike Titellaktes van die eiendom en die eiendom sal, onderhewig aan die voorafgaande, aan die hoogste bieder verkoop word.

2. Die eiendom is verbeter, maar niks word gewaarborg nie.

3. **Betaling:** Tien persent van die koopprys sal in kontant betaal word ten tyde van die verkoping en die volle balans daarvan tesame met rente teen die heersende koers van twintig (20) per centum per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde waarborg van 'n bank- of bougenootskap wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

4. **Voorwaardes:** Die volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

L Frank, Lionel Frank en Seun, Prokureurs vir Vonnisskuldeiser, Voortrekkerweg 47, Malmesbury.

Case No. 10058/99

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

In the matter between CITY OF CAPE TOWN, Judgment Creditor, and RYWADA DAVIDS, Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 8th June 2001, the property listed hereunder, and commonly known as Erf 12595, aka 25 Aquarius, Rocklands, Mitchells Plain, will be sold in Execution Courthouse on Tuesday, 15th January 2002 at 10h00, to the highest bidder:

Erf 12595, Mitchells Plain, Cape, extent 205 square metres, held under Deed of Transfer No. T54.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling built of brick walls under tiled roof consisting of 2 bedrooms, lounge, bathroom and toilet, burglar bars, open plan kitchen, cement floor, fully vibre-crete fence.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South.

Dated at Cape Town on 19 November 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Judgment Creditor, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref: Mrs Wentzel/227473.)

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MASTER OF THE HIGH COURT REFERENCE No: T6096/01

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For further details kindly contact the auctioneers.

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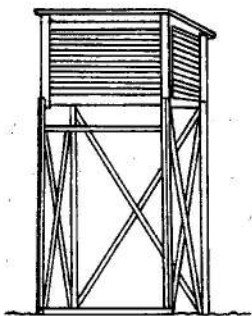
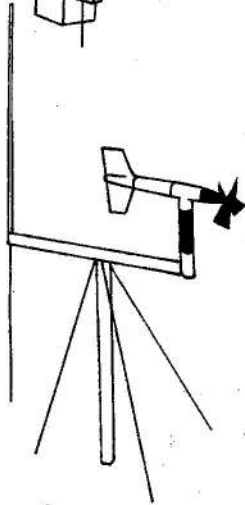
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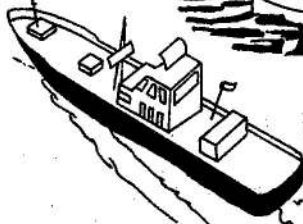
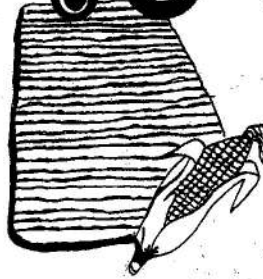
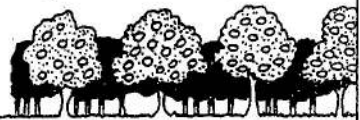
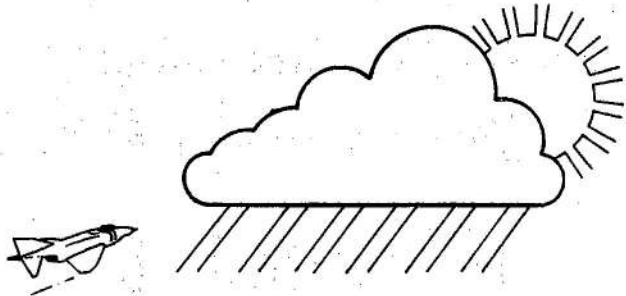
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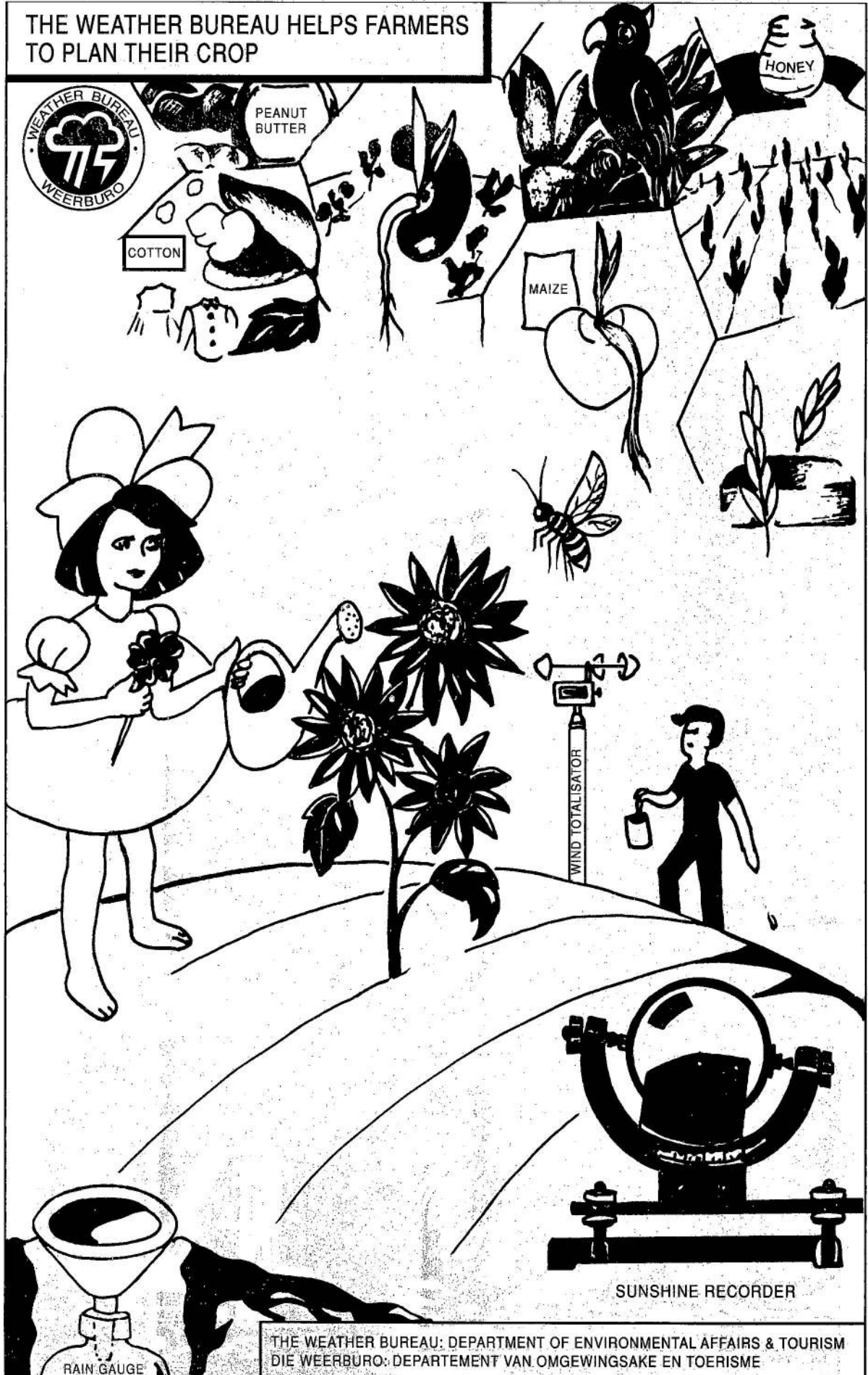


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