



# Government Gazette Staatskoerant

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**B**

## 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 2002

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

- ▶ **14 March**, Thursday, for the issue of Friday **22 March 2002**
- ▶ **20 March**, Wednesday, for the issue of Friday **28 March 2002**
- ▶ **27 March**, Wednesday, for the issue of Friday **5 April 2002**
- ▶ **25 April**, Thursday, for the issue of Friday **3 May 2002**
- ▶ **13 June**, Thursday, for the issue of Friday **21 June 2002**
- ▶ **1 August**, Thursday, for the issue of Thursday **8 August 2002**
- ▶ **8 August**, Thursday, for the issue of Friday **16 August 2002**
- ▶ **19 September**, Thursday, for the issue of Friday **27 September 2002**
- ▶ **12 December**, Thursday, for the issue of Friday **20 December 2002**
- ▶ **17 December**, Tuesday, for the issue of Friday **27 December 2002**
- ▶ **23 December**, Monday, for the issue of Friday **3 January 2003**

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 2002

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

- ▶ **14 Maart**, Donderdag, vir die uitgawe van Vrydag **22 Maart 2002**
- ▶ **20 Maart**, Wednesday, vir die uitgawe van Vrydag **28 Maart 2002**
- ▶ **27 Maart**, Wednesday, vir die uitgawe van Vrydag **5 April 2002**
- ▶ **25 April**, Donderdag, vir die uitgawe van Vrydag **3 Mei 2002**
- ▶ **13 Junie**, Donderdag, vir die uitgawe van Vrydag **21 Junie 2002**
- ▶ **1 Augustus**, Donderdag, vir die uitgawe van Donderdag **8 Augustus 2002**
- ▶ **8 Augustus**, Donderdag, vir die uitgawe van Vrydag **16 Augustus 2002**
- ▶ **19 September**, Donderdag, vir die uitgawe van Vrydag **27 September 2002**
- ▶ **12 Desember**, Donderdag, vir die uitgawe van Vrydag **20 Desember 2002**
- ▶ **17 Desember**, Dinsdag, vir die uitgawe van Vrydag **27 Desember 2002**
- ▶ **23 Desember**, Maandag, vir die uitgawe van Vrydag **3 Januarie 2003**

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**

<b>ADMINISTRATION OF ESTATES ACTS NOTICES:</b> Forms J 297, J 295, J 193 and J 187 .....	18,00
<b>BUSINESS NOTICES</b> .....	42,00
<b>INSOLVENCY ACT AND COMPANY ACT NOTICES:</b> 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.	
<b>LOST LIFE INSURANCE POLICIES:</b> Form VL .....	22,00
<b>UNCLAIMED MONIES</b> —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

<b>LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES</b> .....	66,00
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<b>LIQUOR LICENCE NOTICES</b> 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
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##### **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. 00/852

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

**In the matter between ABSA BANK LIMITED (Account No. 80-5009-5548), Plaintiff, and  
MAJUCOR ONTWIKKELAARS BK (No. CK97/53302/23), Defendant**

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, the price subject to the Plaintiff's approval, will be held by the Sheriff at his offices at the Offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on the 31st day of January 2002 at 10h00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Vereeniging:

Certain Holding 250, Unitas Park Agricultural Holdings, Registration Division I.Q., the Province of Gauteng, and also known as 6 Houtkop Road, Unitas Park, Vereeniging, measuring 8 565 m<sup>2</sup> (eight thousand five hundred and sixty-five) square metres.

*Improvements* (none of which are guaranteed) consisting of the following: *Main building*: Lounge, dining-room, 3 bedrooms, kitchen and bathroom. *Outbuilding*: None. *Constructed*: Brick under corrugated iron roof.

*Terms*: 10% (ten percent) 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 other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on the 14th day of December 2001.

Rossouws Attorneys, Plaintiff's Attorneys, 8 Sherborne Road, Parktown, Johannesburg; P.O. Box 1588, Johannesburg, 2000. (Tel. 726-9000.) (Ref. Rossouw/ct/04/A5796E.)

Case No. 2001/219

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

**In the matter between ABSA BANK LIMITED (Account No. 5694-0189), Plaintiff, and  
MONTHSO, GALERONE MICHAEL, Defendant**

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, the price subject to the Plaintiff's approval, will be held by the Sheriff at his Offices at 69 Juta Street, Braamfontein, on the 31st day of January 2002 at 10h00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Soweto East:

Certain all right title and interest in the leasehold in respect of Erf 345, Klipspruit Extension 2 Township, Registration Division I.Q., the Province of Gauteng, and also known as 345 Klipspruit Extension 2, P.O. Pimville, Soweto, measuring 165m<sup>2</sup> (one hundred and sixty-five) square metres.

*Improvements* (none of which are guaranteed) consisting of the following: *Main building*: Lounge, 3 bedrooms, bathroom, w.c. and kitchen. *Outbuilding*: None. *Constructed*: Brick under corrugated iron roof.

*Terms*: 10% (ten percent) 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 other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on the 14th day of December 2001.

Rossouws Attorneys, Plaintiff's Attorneys, 8 Sherborne Road, Parktown, Johannesburg; P.O. Box 1588, Johannesburg, 2000. (Tel. 726-9000.) (Ref. Rossouw/ct/04/A4397E.)

Case No. 2001/17760

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

**In the matter between ABSA BANK LIMITED (Account No. 80-5316-8940), Plaintiff, and  
CORDIOLI, DANTE RIGO, Defendant**

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, the price subject to the Plaintiff's approval, will be held by the Sheriff at his Offices at 1st Floor, Terrace Building, Eaton Terrace No. 1, New Redruth, on the 29th day of January 2002 at 10h00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Alberton:

Certain Section No. 25, as shown and more fully described on Sectional Plan No. SS68/1996, in the scheme known as Caranita, in respect of the land and building or buildings situate at Verwoerdpark Extension 3 Township, and also known as No. 25 Caranita Gemine Place, Verwoerdpark Extension 3, Alberton, 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 measuring 64m<sup>2</sup> (sixty-four) square metres.

*Improvements* (none of which are guaranteed) consisting of the following: *Main building*: Lounge, 2 bedrooms, bathroom, w.c. and kitchen. *Outbuilding*: None. *Constructed*: Brick under tiled roof.

*Terms*: 10% (ten percent) 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 other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on the 14th day of December 2001.

Rossouws Attorneys, Plaintiff's Attorneys, 8 Sherborne Road, Parktown, Johannesburg; P.O. Box 1588, Johannesburg, 2000. (Tel. 726-9000.) (Ref. Rossouw/ct/04/A6898E.)

Case No. 2001/6477

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

**In the matter between: ABSA BANK LIMITED - Account No. 80-5194-8215, Plaintiff, and  
MHLANGA, THULANI WISEMAN, Defendant**

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, the price subject to the Plaintiff's approval, will be held by the Sheriff at his offices at 69 Juta Street, Braamfontein on the 31st day of January 2002 at 10h00 of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Johannesburg South:

*Certain*: Section No. 4 as shown and more fully described on Sectional Plan No. SS200/92 in the scheme known as Pamern Place in respect of the land and building or buildings situated at Kenilworth Township 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 also as 207 Kennedy Street, No. 4 Pamern Place, Kenilworth, measuring 93 m<sup>2</sup> (ninety-three) square metres.

*Improvements*: (None of which are guaranteed) consisting of the following: *Main building*: Entrance hall, lounge, kitchen, 2 bedrooms, bathroom, w.c. *Outbuilding*: None. *Constructed*: Brick under tiled roof.

*Terms*: 10% (ten percent) 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 other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on 12 December 2001.

Rossouws Attorneys, Plaintiff's Attorneys, 8 Sherbone Road, Parktown, Johannesburg; P O Box 1588, Jhb, 2000. (Tel. 726-9000.) (Ref. Rossouw/ct/04/A6639E.)

Case No. 99/23036

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

**In the matter between: ABSA BANK LIMITED - Account No. 80-4241-4435, Plaintiff, and  
LARA COURT PROPERTIES CC, Defendant**

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, the price subject to the Plaintiff's approval, will be held by the Sheriff at his offices at 69 Juta Street, Braamfontein on the 31st day of January 2002 at 10h00 of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Johannesburg South:



**Certain:** Erf 582, La Rochelle Township, Registration Division I.R., the Province of Gauteng and also known as 19 - 10th Street, La Rochelle, measuring 495 m<sup>2</sup> (four hundred and ninety-five) square metres.

**Improvements:** (None of which are guaranteed) consisting of the following: **Main building:** Two storey block consisting of 8 one bedroomed flats. **Outbuilding:** None. **Constructed:** Brick under tiled roof.

**Terms:** 10% (ten percent) 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 other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on 18 December 2001.

Rossouws Attorneys, Plaintiff's Attorneys, 8 Sherbone Road, Parktown, Johannesburg; P O Box 1588, Jhb, 2000. (Tel. 726-9000.) (Ref. Rossouw/ct/04/A5106E.)

**Saaknommer: 6485/01**

**IN DIE HOOGGEREGSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING**

**In die saak tussen: ABSA BANK BEPERK Nr. 86/04794/06, Eiser, en KHAPANE ABRAM MOLOI, Verweerder**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik van Vereeniging sal die eiendom hierna vermeld per openbare veiling verkoop word te Ferrumweg 9, Steelpark, Vereeniging op 29 Januarie 2002 om 11h30.

**Sekere:** Erf 10, geleë in die dorpsgebied van Steelpark, Registrasie Afdeling I.Q., Transvaal (Ferrumweg 9).

**Groot:** 1 037 vierkante meter.

**Verbeterings:** Drie slaapkamers, Sitkamer, Eetkamer, Kombuis, Badkamer, Motorhuis.

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

**Voorwaardes:** Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Landdroshof, Vereeniging.

Geteken te Vereeniging op 13de Desember 2001.

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

**Case No. 01/14349**

**IN THE HIGH COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and ROCHELLE AMILIA PIENAAR, Defendant**

Notice is hereby given that on the 29 January 2002 at 10h00, the undermentioned property will be sold by Public Auction at the Sheriff's offices, 1st Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, pursuant to a Judgment in this matter granted by the above Honourable Court on 3 August 2001, namely:

**Certain:** Erf 746, Palm Ridge, Registration Division I.R. the Province of Gauteng.

**Situate at:** 5 Alder Place, Palm Ridge, Alberton.

The following improvements (which are not warranted to be correct exist on the property: Detached single storey brick residence consisting of: 3 bedrooms, bathroom, kitchen, lounge & dining room.

The full Conditions of Sale may be inspected at the offices of the Sheriff, 1st Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton.

Dated at Boksburg on this the 19 December 2001.

Tuckers Inc, 84 Trichardts Road, Ravenswood, Boksburg; Box: 99, Boksburg, 1468. Tel: 918-0550. Ref: L Pinheiro/H91122.

**Case No: 6278/2001**

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

**In the matter between: BODY CORPORATE OF GOLAN HEIGHTS, Plaintiff, and ESSOP N MOOLA: I.D. No. 4903045100089, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on the 23 August 2001 and Warrant of Execution issued on 18 September 2001, the following property will be sold in Execution at 11h00 on Wednesday, 30 January 2002 at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

Section No. 74 as shown and more fully described on Sectional Plan No. SS74/84 in the scheme known as SS Golan Heights in respect of the land and buildings situate at Erf 1115, Benoni in the local authority of the Greater East Rand Metro.

*Improvements:* Vacant Shop.

*Known as:* Unit No. 1, Golan Heights, 85 Woburn Avenue, Benoni.

*Terms:* The purchase price shall be paid as to 10 (ten) per centum thereof on the day of the Sale, and the unpaid balance within 14 (fourteen) days, shall be paid by a bank or building society guarantee.

The Purchaser shall be liable for the payment of interest on the purchase price at the current rate applicable on a mortgage bond from date of sale of the property to date of transfer.

*Conditions:* The full Conditions of Sale may be inspected at the Sheriff of the Magistrates Court's Office, Benoni.

Dated at Benoni on the 20 December 2001.

Sgd. M C Gichen, Gishen Gilchrist & Reid, 7th Floor, Monument Bldg, 54 Woburn Ave, Benoni. 421-0921.  
Ref: Mrs Bluett/B308.

Saaknr: 5077/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KRUGERSDORP GEHOU TE KRUGERSDORP

**In die saak tussen: Eksekusieskuldeiser: ABSA BANK BEPERK, en 1ste Vonnisskuldenaar: JAN LOUIS VAN RENSBURG, en 2de Vonnisskuldenaar: JULIANA VAN RENSBURG**

In uitvoering van 'n Vonnis in die Landdroshof vir van Krugersdorp en 'n Lasbrief vir Eksekusie gedateer 22 Junie 2001, sal die ondervermelde eiendom op die 30ste dag van Januarie 2002 om 10h00 by die kantoor van die Balju, te Klaburnhof, 22B Ockersestraat, Krugersdorp aan die hoogste bieder geregtelik verkoop word, naamlik:

*Sekere:* Erf 459, Dan Pienaarville Uitbreiding 1 Dorpsgebied, Registrasie Afdeling I.Q., die Provinsie van Gauteng.

*Groot:* 815 (agthonderd en vyftien) vierkante meter.

*Gehou:* Kragtens Akte van Transport Nr T39557/1987.

*Ook bekend as:* Poolestraat 21, Dan Pienaarville, Krugersdorp.

*Bestaande uit:* 'n Woonhuis met sitkamer, eetkamer, 3 slaapkamers, badkamer, aparte toilet, kombuis, en motorhuis (niks is gewaarborg nie).

*Voorwaardes van verkoping:*

1. Die eiendom sal voetstoots sonder reserwe verkoop word aan die hoogste bieder.
2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) daarvan in kontant en die balans by wyse van 'n bankwaarborg binne 14 (veertien) dae betaalbaar teen oordrag.
3. Die volledige verkoopsvoorwaardes is te die kantoor van die Balju, Krugersdorp, ter insae.

Gedateer te Krugersdorp op hede die 12de dag van Desember 2001.

Eiser se Prokureurs, Le Roux Wagenaar & Vennote, Ockersestraat 057, Posbus 470, Krugersdorp, 1740. Tel: (011) 953-3810/4. Faks (011) 660-2442.

Case Nr. 81769/2000

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and OLVIN THULANI GORDON MAHLANGU, 1st Defendant, RACHAEL MANTWA MAHLANGU, 2nd Defendant**

A sale in Execution will be held by the Sheriff Pretoria-North-East at 234 Visagie Street, Pretoria on the 29 January 2002 at 10h00 of:

Erf 815, Nellmapius Township, Registration Division J.R., Gauteng Province, measuring 220 (two two zero) square metres, held by virtue of Deed of Transfer T78581/96 (better known as 17 Ashkam Road, Nellmapius, Pretoria).

Particulars of the property and the improvements thereon are provided herewith, but are not guaranteed.

*Improvements:* Lounge, Kitchen, 2 Bedrooms and Bathroom/Toilet.

Inspect Conditions at the Sheriff Pretoria-North-East at 1210 Pretorius Street, Pretoria.

(Sgd) J Plescia, Tim du Toit & Company Inc., Attorneys for Plaintiff, 19th Floor, ABSA Bank Building, 230 Van der Walt Street, Pretoria. Tel: 320-6753. Ref: RB6089/JP/KB.

Case No. 11578/01

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

**In the matter between: NBS Bank a division of BOE BANK LIMITED, Execution Creditor, and JOHANNES COLUMBUS MOSEHLA, 1st Execution Debtor, SELINA MOSEHLA, 2nd Execution Debtor**

In pursuance of judgment granted on 24th day of October 2001, in the Vanderbijlpark Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1st day of February 2002 at 10:00 am at the Sheriff, 1st Floor, Rietbok Building, Genl. Hertzog Street, Vanderbijlpark, to the highest bidder:

*Description:* Erf 16, Sebokeng, Unit 6 Ext 1.

*In extent:* 406 (four hundred and six) Square Metres.

*Street Address:* Erf 16, Unit 6 Ext 1, Sebokeng.

*Improvement:* Diningroom, kitchen, 1 bathroom, 3 bedrooms, tiled roof, carpets and novilon.

Held by the Execution Debtor in his/her/its name under Deed of Transfer No. TL49246/87.

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

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

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

4. Transfer shall be effected 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, 1st Floor, Rietbok Building, Genl. Hertzog Street, Vanderbijlpark.

Dated at Vereeniging the 8 January 2002.

J A M Prinsloo, Execution Creditor's Attorneys, Rossouw & Prinsloo Incorporated, 1st Floor, River Gables Building, Nile Drive, Three Rivers; P O Box 263159, Three Rivers. Tel. 016 423 5012. Fax. 016 423 4055. DX 14 Vereeniging.

*Service address:* A van Tonder, 1st Floor, Overvaal Centre, Frikkie Meyer Boulevard, Vanderbijlpark. Ref: NBS1/0015/SW.

*Address of Execution Debtor:* Mr Johannes Columbus Mosehla, of Erf 16, Unit 6, Ext 1, Sebokeng and Mrs Selina Mosehla of Erf 16, Unit 6, Ext 1, Sebokeng.

#### Case No. 14395/2001

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

**In the matter between: BOE BANK LIMITED, Execution Creditor, and WILLEM JACOBUS DE BRUIN,  
1st Execution Debtor, ELLIE ELIZABETH DU PLOOY, 2nd Execution Debtor**

In pursuance of judgment granted on 24th October 2001, in the Vereeniging Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 30th day of January 2002 at 10:00 am at 34A Kruger Avenue, Vereeniging, to the highest bidder:

*Description:* Erf 1792, Three Rivers Ext 2, Vereeniging.

*In extent:* 1792 (one thousand seven hundred and ninety two) Square metres.

*Street Address:* 17 Willow Street, Three Rivers Ext 2, Vereeniging.

*Improvement:* 3 bedrooms, 1 bathroom, 1 kitchen, 1 lounge, 1 diningroom, 1 TV room, 1 carport.

Held by the Execution Debtor in his/her/its name under Deed of Transfer No. T38819/2000.

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 the date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected 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, 34A Kruger Avenue, Vereeniging.

Dated at Vereeniging the 4 January 2002.

J A M Prinsloo, Execution Creditor's Attorneys, Rossouw & Prinsloo Incorporated, 1st Floor, River Gables Building, Nile Drive, Three Rivers; P O Box 263159, Three Rivers. Tel. 016 423 5012. Fax. 016 423 4055. DX 14 Vereeniging. Ref: BOE1/0014/SW.

*Address of Execution Debtor:* Mr Willem Jacobus de Bruin of 17 Willow Street, Three Rivers Ext 2, Vereeniging and Mrs Ellie Elizabeth du Plooy, of 17 Willow Street, Three Rivers, Vereeniging.

#### Case No. 8401/2001

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

**In the matter between: BOE BANK LIMITED, Execution Creditor, and CAREL GERHARDUS MOCKE,  
1st Execution Debtor, and ELMARIE MOCKE, 2nd Execution Debtor**

In pursuance of judgment granted on 12th day of June 2002, in the Vereeniging Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30th day of January 2002 at 10:00 am at 34A Kruger Avenue, Vereeniging to the highest bidder:



*Description:* Erf 864, situated in the township of Bedworthpark, Registration Division IQ., Transvaal (2 Janus Street, Bedworthpark), in extent 1 760 (one thousand seven hundred and sixty) square metres.

*Street address:* 2 Janus Street, Bedworthpark, Vereeniging.

*Improvements:* Lounge, dining-room, kitchen, 3 bedrooms, 2 bathrooms, 1 shower, 2 toilets, 1 outside toilet, held by the Execution Debtor in his/her/its name under Deed of Transfer No. T12153/89.

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

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

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

4. Transfer shall be effected by the 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, 34A Kruger Street, Vereeniging.

Dated at Vereeniging this 3 January 2002.

J A M Prinsloo, Execution Creditor's Attorneys, Rossouw & Prinsloo Incorporated, 1st Floor, River Gables Building, Nile Drive, Three Rivers; PO Box 263139, Three Rivers. [Tel. (016) 423-5012.] [Fax. (016) 423-4055.] (Dx 14, Vereeniging.) (Ref. BOE1/0007/SW.)

*Address of Execution Debtor:* Mr Carel Gerhardus Mocke of 2 Janus Street, Bedworthpark, Vereeniging and Mrs Elmarie Mocke of 2 Janus Street, Bedfordpark, Vereeniging.

**Case No. 11468/2000**

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

**In the matter between: BOE BANK LIMITED, Plaintiff, and DUDUZA JOB NGANA, First Defendant, and MAGGIE THANDY NGANA, Second Defendant**

Pursuant to a judgment granted by this Honourable Court on 12 June 2000, and a Warrant of Execution, the under-mentioned property will be sold in execution by the Sheriff of the Supreme Court, Nigel on Friday 8 February 2002, at 09h00 at the Sheriff's office, Nigel at the Magistrate's Court, Kerk Street, Nigel, to the highest bidder:

Erf 62, Alrapark Township, Registration Division I.R., the Province of Gauteng, in extent 323 (three hundred and twenty-three) square metres, held by Deed of Transfer T91954/98 also known as 27 Quince Avenue, Alrapark, Nigel.

The following information is forwarded regarding the improvements on the property, although nothing can be guaranteed in this regard: Lounge, kitchen, bedroom, bathroom.

The purchaser should pay a deposit of 10% of the purchase price and also the Sheriff of the Supreme Court's fees on the day of the sale and the balance price at registration of transfer, and secured by a bank guarantee approved by Plaintiff's Attorneys, to be given to the Sheriff of the Supreme Court within fourteen days after the sale.

The above-mentioned property will be sold on the conditions read out by the Sheriff of the Supreme Court at the time of sale, which will be available for viewing at the above-mentioned Sheriff of Nigel.

Dated at Kempton Park on this 13th day of December 2001.

J G Joubert, Joubert, Scholtz Incorporated, 11 Heide Street, Kempton Park; P O Box 1300, Kempton Park. [Tel. (011) 394-2676.] c/o 8 Vloer, Charter House, 179 Bosman Street, Pretoria. (Ref. MR JOUBERT/IG/EV/N151/00.) (Acc No: 841 012 4789.)

**Case No. 99/29951  
PH 388**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and CANNELL: LANCE LUKE, First Defendant, and CANNELL: CHARLENE MARIANNE, 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, 69 Juta Street, Braamfontein, Johannesburg at 10:00 on Thursday 31 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 352, Rosettenville Township, Registration Division I.R., the Province of Gauteng, area 267 (two hundred and sixty-seven) square metres, situated at 53A Rose Street, Rosettenville.

*Improvements* (not guaranteed): "A semi-detached house under iron roof consisting of 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 exceptable 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 3 January 2002.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, The Lion House, 20 Roberts Avenue, Kensington. (Tel. 614-8100.) (Ref: ForeclosuresZ4100.)

Case No. 01/19910  
PH 388

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and GOLDEN: KEITH, 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, 69 Juta Street, Braamfontein, Johannesburg, at 10:00 on Thursday, 31 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 1 of Erf 1540, Bezuidenhout Valley Township, Registration Division I.R., The Province of Gauteng, area 496 (four hundred and ninety six) square metres, situation: 116 First Avenue, Bezuidenhout Valley.

*Improvements* (not guaranteed): A residential dwelling consisting of 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 exceptable 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 000,00 of the proceeds of the sale and 3% on the balance thereof subject to a maximum commission of R7 000,00 and a minimum of R300,00.

Dated at Johannesburg on this 27th day of December 2001.

F. R. J. Jansen, Jansen—Potter, Plaintiff's Attorneys, The Lion House, 20 Roberts Avenue, Kensington. (Tel. 614-8100.) (Ref: ForeclosuresZ4888.)

Case No. 00/14169  
PH 388

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and VENTER: TJAART PETRUS, 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, 69 Juta Street, Braamfontein, Johannesburg, at 10:00 on Thursday, 31 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:* Unit comprising Section 2 and its undivided share in the common property in North Vista Sectional Title Scheme, area 117 (one hundred and seventeen) square metres, situation: No. 1 North Vista, 45 Bezuidenhout Street, Bellevue, Johannesburg.

*Improvements* (not guaranteed): A sectional title unit consisting of 2 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 exceptable 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 000,00 of the proceeds of the sale and 3% on the balance thereof subject to a maximum commission of R7 000,00 and a minimum of R300,00.

Dated at Johannesburg on this 27th day of December 2001.

F. R. J. Jansen, Jansen—Potter, Plaintiff's Attorneys, The Lion House, 20 Roberts Avenue, Kensington. (Tel. 614-8100.) (Ref: ForeclosuresZ4480.)

Case No. 00/4243  
PH 388IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and SHAIK: SHEREEN, 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, 69 Juta Street, Braamfontein, Johannesburg, at 10:00 on Thursday, 31 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 1228, Crosby Township, Registration Division I.Q., the Province of Gauteng, area 716 (seven hundred and sixteen) square metres, situation: 97 Pomeroy Avenue, Crosby.

**Improvements** (not guaranteed): A house under tile roof 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 000,00 of the proceeds of the sale and 3% on the balance thereof subject to a maximum commission of R7 000,00 and a minimum of R300,00. No monies payable for clearance certificate—already paid up to 28/2/2002.

Dated at Johannesburg on this 27th day of December 2001.

F. R. J. Jansen, Jansen—Potter, Plaintiff's Attorneys, The Lion House, 20 Roberts Avenue, Kensington. (Tel. 614-8100.) (Ref: ForeclosuresZ4210.)

Case No. 99/7777  
PH 388IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and LOWRY: ERIC, First Defendant,  
LOWRY: JACQUELINE MARY, Second Defendant, BEUKES: SANDRA ANN, Third 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, 69 Juta Street, Braamfontein, Johannesburg, at 10:00 on Thursday, 31 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 635, South Hills Township, Registration Division I.R., the Province of Gauteng, area 496 (four hundred and ninety six) square metres, situation: 40 Lindley Road, South Hills.

**Improvements** (not guaranteed): "A residential dwelling consisting of 3 bedrooms, bathroom, kitchen, lounge, servants' quarters and walls around property."

**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 000,00 of the proceeds of the sale and 3% on the balance thereof subject to a maximum commission of R7 000,00 and a minimum of R300,00. No monies payable for clearance certificate—already paid up to 31/3/2002.

Dated at Johannesburg on this 27th day of December 2001.

F. R. J. Jansen, Jansen—Potter, Plaintiff's Attorneys, The Lion House, 20 Roberts Avenue, Kensington. (Tel. 614-8100.) (Ref: ForeclosuresZ3924.)

Case No. 00/13905  
PH 388IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and KLEYNHANS: ANDRIES GLEN, First Defendant,  
KLEYNHANS: ELIZABETH DANISILE, 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, 69 Juta Street, Braamfontein, Johannesburg, at 10:00 on Thursday, 31 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 154, Vrededorp Township, Registration Division I.R., the Province of Gauteng, area 248 (two hundred and forty eight) square metres, situation: 19 6th Street, Vrededorp.

**Improvements** (not guaranteed): A residential dwelling consisting of 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 000,00 of the proceeds of the sale and 3% on the balance thereof subject to a maximum commission of R7 000,00 and a minimum of R300,00. No monies payable for clearance certificate—already paid up to 28/2/2002.

Dated at Johannesburg on this 27th day of December 2001.

F. R. J. Jansen, Jansen—Potter, Plaintiff's Attorneys, The Lion House, 20 Roberts Avenue, Kensington. (Tel. 614-8100.)  
(Ref: ForeclosuresZ4475.)

**Case No. 01/12720  
PH 388**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and MOTSOANE: SELLO EZEKIEL, 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, 1 February 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:* All the right, title and interest in the leasehold in respect of Erf 5000, Mohlakeng Extension 3 Township, Registration Division I.Q., the Province of Gauteng, area 350 (three hundred and fifty) square metres, situation: Erf 5000, Mohlakeng Extension 3.

*Improvements* (not guaranteed): A house under tile roof consisting of 2 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 000,00 of the proceeds of the sale and 3% on the balance thereof subject to a maximum commission of R7 000,00 and a minimum of R300,00. No monies payable for clearance certificate—already paid up to 29/2/2002.

Dated at Johannesburg on this 27th day of December 2001.

F. R. J. Jansen, Jansen—Potter, Plaintiff's Attorneys, The Lion House, 20 Roberts Avenue, Kensington. (Tel. 614-8100.)  
(Ref: ForeclosuresZ4859.)

**Case No. 00/14438  
PH 388**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and CRONJE: RICHARD, First Defendant,  
CRONJE: HENDRIKA NICOLIEN, 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, 1 February 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:* Portion 1 of Holding 92, Tenacre Agricultural Holdings, Registration Division I.Q., the Province of Gauteng, area 1,7309 (one comma seven three zero nine) hectares, situation: 92A—6th Street, Tenacre A/H.

*Improvements* (not guaranteed): A house under tile roof consisting of 2 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 000,00 of the proceeds of the sale and 3% on the balance thereof subject to a maximum commission of R7 000,00 and a minimum of R300,00. No monies payable for clearance certificate—already paid up to 28/2/2002.

Dated at Johannesburg on this 27th day of December 2001.

F. R. J. Jansen, Jansen—Potter, Plaintiff's Attorneys, The Lion House, 20 Roberts Avenue, Kensington. (Tel. 614-8100.)  
(Ref: ForeclosuresZ2920.)



Saaknommer: 113926/2001

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

In die saak tussen: **ABSA BANK BEPERK, Eiser, en MATLA DEIS LANGA, Verweerder**

Geliewe kennis te neem dat die onroerende eiendom hierna genoem op 29 Januarie 2002 om 10h00 te Visagiestraat 234, Pretoria, Gauteng, per openbare veiling verkoop sal word, deur die Balju Pretoria Sentraal.

Die voormelde onroerende eiendom is: Deel Nr. 81, soos getoon en volledig beskryf op Deelplan Nr: SS847/94 in die skema bekend as Park Gardens t.o.v. die grond en gebou of geboue geleë in die dorpsgebied van Erf 3122, Pretoria, Gauteng, groot: 42 vierkante meter, gehou kragtens Akte van Transport Nr.: ST104806/98.

Die eiendom staan ook bekend as: Woonstel Nr. 51, Park Gardens, Pretoria, Gauteng.

Die eiendom bestaan uit: 1 x slaapkamer, sitkamer, eetkamer, kombuis, 1 x badkamer.

**Terme:** Die koper is verplig om 'n deposito van 10% van die koopprys, in kontant op die dag van die verkoping te betaal. Die balans moet verseker word deur 'n bank of bougenootskapswaarborg wat deur die Eiser se prokureurs goedgekeur is en wat aan voormelde prokureurs verstrekk moet word binne 14 (veertien) dae na die verkoping en soos wat meer volledig blyk uit die voorwaardes van die verkoping, wat nagegaan kan word by die kantore van die Balju Pretoria Sentraal, gedurende kantoorure te Margarethastraat 30, Pretoria, Gauteng.

**Voorwaardes:** Die eiendom sal aan die hoogste bieder verkoop word en onderhewig aan die voorwaardes vermeld in die Akte van Transport.

Die voorwaardes van verkoping sal uitgelees word deur die Afslaer ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju Pretoria Sentraal, Margarethastraat 30, Pretoria, Gauteng.

Geteken te Pretoria op die 5de dag van Desember 2001.

Snyman De Jager Ingelyf, 6de Vloer, Bureau Forum, Bureauaan, Pretoria; Posbus 565, Pretoria, 0001. (Tel. 326-1250.) (Faks: 326-6335.) (Verw: Mnr. Hamman/Mev. Dovey/F01316.)

Case No. 18895/2001

IN THE HIGH COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)In the matter between: **TRANSNET LIMITED, No. 90/000900/06, Plaintiff, and VALI MACHILA KABINI, Defendant**

Please take notice that pursuant to judgment of the High Court of South Africa (Transvaal Provincial Division) the property described hereunder will be sold "voetstoots" in execution at the Sheriff's Office at 105 Commissioner Street, Kempton Park at 10:00 on 31 January 2002, in terms of the conditions of sale which may be inspected at the offices of the Sheriff at 105 Commissioner Street, Kempton Park.

**Certain:** Erf 587, situated in the Township of Kempton Park-West, Registration Division I.R., the Province of Gauteng, measuring 612 (six one two) square metres, held under Deed of Transfer T136333/1999.

**Street Address:** 13 Fisant Street, Kempton Park-West, consisting of 3 bedrooms, lounge, kitchen, family room, bathroom with toilet, shower with toilet & 2 garages.

The sale is subject to the provisions of the High Court Act and Rules and the following:

1. The sale shall be without reserve and the property shall be sold to the highest bidder.
2. The purchase price of the property shall be paid by way of a deposit of 10% at the conclusion of the sale and for the balance of the purchase price within 30 (thirty) days from the date of sale. The Purchaser shall within the aforesaid period, either pay the balance in cash or provide an approved guarantee for payment of the balance of the purchase price upon registration of transfer.
3. The property and any improvements thereon shall be sold "voetstoots".
4. The Purchaser shall be liable for all arrear rates, taxes, charges, etc, owing in respect of the property together with interest calculated on the purchase price as determined by the Execution Creditor.

Signed at Pretoria on this 23rd day of November 2001.

Conradie T, Motla Conradie Inc., Attorney for Plaintiff, Suite 155, 5th Floor, Yorkcor Park, 86 Watermeyer Street, Val-De-Grace; P.O. Box 4665, Docex 268, Pretoria, 0001. [Tel. (012) 804-6446.] [Fax: (012) 804-6451.] (Ref: T. Conradie/ms/10269.)

Case No. 16417/2001

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

In the matter between **ABSA BANK LTD, Plaintiff, and ANRIETTE NORTJE, Defendant**

A sale in execution of the property described hereunder will take place on the 28th day of January 2002 at 10h00 at the office of the Sheriff, Magistrate's Court, at 4 Angus Street, Germiston, to the highest bidder:

1. Section 11 as shown and more fully described on Sectional Plan SS120/93 in the scheme known as Aubmay Court in respect of the land and building or buildings situate at South Germiston Township, Local Authority Germiston of which section the floor area according to the said sectional plan is 78 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;



2. An Exclusive use area known as Parking P4 measuring 13 sqm being part of the common property comprising land and buildings known as Aubmay Court, situate at South Germiston Township, as more fully described on Sectional Plan SS120/93, property known as Flat 103, Aubmay Court, Power Street, Germiston.

*Comprising:* Flat consisting of entrance hall, lounge, kitchen, 2 bedrooms, 1 bathroom/wc.

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

Wright, Rose-Innes Inc., Attorneys for the Plaintiff, 305 President Street, Germiston. (Ref. Mr RADEMAN/WO/#.)

Saak No. 113142/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en KEVIN PRINS, Eksekusieskuldenaar**

Ingevolge 'n vonnis gelewer op 21ste dag van September 2001, in die Pretoria Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 29ste dag van Januarie 2002 om 10h00 te Balju Pretoria Sentraal, 234 Visagiestraat, Pretoria, aan die hoogste bieder:

*Beskrywing:*

1. Deel nr 22 soos getoon en volledig beskryf op Deelplan nr SS330/95 in die skema bekend as Werk-en-Leef ten opsigte van die grond en gebou of geboue geleë te Sunnyside (Pta) Dorpsgebied, Plaaslike Owerheid: Stadsraad van Pretoria groot 64 (vier en sestig) vierkante meter.

'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangetoon, gehou kragtens Akte van Transport Nr. ST84245/98.

*Straatadres:* 404 Werk-en-Leef, 147 Troystraat, Sunnyside.

Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Tweeslaapkamer woonstel met sitkamer, kombuis en badkamer.

*Voorwaardes:* Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshof Wet en Reëls daaronder geproklameer en van die terme van die Titellaktes in sover dit van toepassing mag wees.

*Terme:* 10% van die koopprys onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusie lasbrief, en in die geval van enige ander preferente skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, en moet deur 'n bank of bougenootskap gewaarborg wees, welke waarborg binne 14 dae vanaf datum van verkoping aan die Balju oorhandig moet word.

Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju van die Landdroshof, Pretoria Sentraal.

Gedateer te Pretoria op 22 November 2001.

Eksekusieskuldenaar se Prokureur, Van der Merwe Du Toit Ing., 14de Vloer, Sanlamsentrum Middestad, Andriesstraat 252, Pretoria, Posbus 499, Pretoria, 0001. [Tel. (012) 322-8490, Faks.] (Verw. A0006/1010/Mev ENGELS.)

Saak No. 17302/2001

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en MICHAEL EWEN MACLACHLAN, Eerste Eksekusieskuldeiser, en BEVERLEY KAREN MACLACHLAN, Tweede Eksekusieskuldenaar**

'n Eksekusieverkoping word gehou deur die Balju-Hoogeregshof, Pretoria Wes, te Olivettigebou 603, h/v Schubart & Pretoriusstraat, Pretoria, op 31 Januarie 2002 om 10h00 van:

Erf 949, in die Dorpsgebied van Capital Park, Registrasie Afdeling J.R., Gauteng Provinsie, groot 1190 vierkante meter, gehou kragtens Akte van Transport T5299/1986 (beter bekend as Flowerstraat 278, Capital Park, Pretoria).

Besonderhede van die eiendom en die verbeterings daarop word hiermee verskaf maar nie gewaarborg nie: Woonhuis met 3 slaapkamers, sitkamer, eetkamer, kombuis, 1 badkamer. Die buitegebou bestaan uit 'n Motorafdak.

Besigtig verkoopsvoorwaardes deur Balju Pretoria Wes.

Tim Du Toit & Kie Ingelyf. [Tel. (012) 320-6753.] (Verw. Mnr Streicher/ch/PF0030.)

Case No. 21319/01

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

**In the matter between THE BODY CORPORATE OF TOLEDO, Plaintiff, and MADALA BACKSON MASUKU, Defendant**

A sale will be held at Fehrslane Centre, 130A Struben Str, Pretoria, on 6 February 2002 at 10:00 of:

*A unit consisting of:*

1. Section No 39 as shown and more fully described on Sectional Plan No SS545/99 in the scheme known as Toledo in respect of the land and building or buildings situate at Erf 247, Pretoria Township, in the Local Authority of City Council of Pretoria of which section the floor area, according to the said sectional plan is 91 (nine one) square metres in extent; and

2. 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. ST 129324/99, also known as 39 Toledo, Kaneelaar Str, Pta.

Particulars are not guaranteed and the property is improved as follows: 2 bedrooms, kitchen, bathroom, separate shower, bathroom, separate toilet, lounge- diningroom.

The conditions of the sale will be read immediately prior to the sale are lying for inspection at Fehrslane Centre, 130A Struben Street, Pretoria.

Dated at Pretoria on the 18th day of December 2001.

L Swart, Andrew Burden Attorneys, c/o 480 William – & Fehrson Str, Brooklyn, Pretoria. (Ref. ME SCHEEPERS/F 402.)

Case No. 109347/00

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

**In the matter between THE BODY CORPORATE OF TRANSBURGER, Plaintiff, and CLIVE ADAM MOKOENA, 1st Defendant, and MOTLALEPULE GRACE MOKOENA, 2nd Defendant**

A sale will be held at NG Sinodale Centre, 234 Visagie Str, Pretoria, on 29 January 2002 at 10:00 of:

A unit consisting of:

1. Section No 54 as shown and more fully described on Sectional Plan No SS80/1982 in the scheme known as Transburger in respect of the land and building or buildings situate at Erf 3243, Pretoria Township, in the Local Authority of City Council of Pretoria of which section the floor area, according to the said sectional plan is 91 (nine one) square metres in extent; and

2. 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. ST3713/1999, also known as 506 Transburger, 308 Jacob Maré Str, Pta.

Particulars are not guaranteed and the property is improved as follows: 2½ bedrooms (2 bedrooms has built in cupboards), kitchen with built in cupboards, bathroom with shower, bath and toilet, separate toilet, lounge- dining room, hall cupboard.

The conditions of the sale will be read immediately prior to the sale are lying for inspection as Messcor, 30 Margaretha Street, Pretoria.

Dated at Pretoria on the 26th of November 2001.

L Swart, Andrew Burden Attorneys, c/o 480 William – & Fehrson Str, Brooklyn, Pretoria. (Ref. ME SCHEEPERS/T150.)

Saak No. 7141/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen BUSINESS PARTNERS BEPERK, Eiser, en MNGQUIBELO JACOB MTSWENI, Eerste Verweerder, en PULENG MARGARET MTSWENI, Tweede Verweerder**

Geliewe kennis te neem dat die ondergemelde eiendom om 11:00 op 31 Januarie 2002 by die Landdroshofkantoor Soshanguve, deur die Balju van Soshanguve, per openbare veiling verkoop sal word:

Die voormelde onroerende eiendom is: Erf 100, Blok JJ, Soshanguve, Registrasie Afdeling JR, Provinsie van Gauteng, gehou kragtens Sertifikaat van Reg van Huurpag T46550/92.

**Verbeterings:** 'n Woonhuis met die gebruikelike buitegeboue: 3 slaapkamers, sitkamer, kombuis en badkamer.

**Term:** Die koper is verplig om 'n deposito van 10% van die koopprijs, in kontant op die dag van die verkoping te betaal. Die balans moet verseker word deur 'n bank of bougenootskapswaarborg wat deur die eiser se prokureurs verstrekt moet word binne 14 (veertien) dae na die verkoping en soos wat meer volledig blyk uit die voorwaardes van die verkoping wat nagegaan kan word by die kantore van die Balju Soshanguve gedurende kantoorure te E3 Mabopane Highway, Hebron.

**Voorwaardes:** Die bovermelde eiendom sal verkoop word aan die hoogste bieder en is onderhewig aan die voorwaardes vermeld in die Akte van Transport.

Die voorwaardes van verkoping sal uitgelees word deur die Afslaer ten tye van die verkoping, welke voorwaardes nagegaan kan word te die kantore van die Balju.

Geteken te Pretoria op die 7de dag van Januarie 2002.

S D Jacobs, Ross & Jacobsz Ingelyf, Prokureurs vir Eiser, 2de Vloer, R & J Gebou, Kerkstraat 421, Arcadia, Pretoria. [Tel. (012) 322-7007.] (Verw. SDJ/M107/KA215/RM.)

Saak No. 25935/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en RISTA EVELYN SMIT, Verweerder**

'n Verkoping sal plaasvind te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, op 29 Januarie 2002 om 10h00:

'n Eenheid bestaande uit:

(a) Deel No. 3, soos getoon en volledig beskryf op Deelplan No. SS108/82, in die skema bekend as Parkburg, ten opsigte van die grond of gebou of geboue geleë te Erf 740, Pretoria Dorpsgebied, Plaaslike Bestuur Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens voormelde deelplan 60 (sestig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST41491/94, ook bekend as Parkburg 13, Minnaarstraat 328, Pretoria.

Besonderhede word nie gewaarborg nie en is soos volg: Sit-/eetkamer, 1 ½ slaapkamers, kombuis en badkamer.

Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae te Messcorhuis, Margarethastraat 30, Pretoria.

Geteken te Pretoria op hierdie 3de dag van Desember 2001.

(Get.) S. White, vir Wilsenach Van Wyk Goosen & Bekker, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel 322-6951.) (Verw. mev. Kasselmann/SB2183.)

Saak No. 26060/2001

#### IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK

##### In die saak tussen ABSA BANK BEPERK, Eiser, en SUPERSPAAR GROOTHANDELAARS CC, Verweerder

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, by die Baljukantore te Commissionerstraat 105, Kempton Park, op die 31ste dag van Januarie 2002 om 10h00, van die ondergenoemde onroerende eiendom, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar:

##### Sekere:

##### 1. 'n Eenheid bestaande uit:

(a) Eenheid No. 42, soos getoon en meer volledig beskryf op Deelplan No. SS755/1994, in die skema bekend as Kemptonian, ten opsigte van die grond en gebou of geboue geleë te Gedeelte 57 ('n gedeelte van Gedeelte 45) van die plaas Zuurfontein 33, Registrasieafdeling I.R., Transvaal, en Resterende Gedeelte van Gedeelte 59 ('n gedeelte van Gedeelte 45) van die plaas Zuurfontein 33, Registrasie Afdeling I.R., Transvaal, Kempton Park/Tembisa Metropolitan Substruktuur, van welke deel die vloeroppervlakte volgens genoemde deelplan 62 (twee-en-sestig) vierkante meter 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 Sertifikaat van Geregistreerde Deeltitel ST24935/95.

2. 'n Uitsluitlike gebruiksgebied beskryf as Parkering No. P44, groot 13 (dertien) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as Kemptonian, ten opsigte van die grond en gebou of geboue geleë te Gedeelte 57 ('n gedeelte van Gedeelte 45) van die plaas Zuurfontein No. 33, Registrasieafdeling I.R., Transvaal, en Resterende Gedeelte van Gedeelte 59 ('n gedeelte van Gedeelte 45) van die plaas Zuurfontein No. 33, Registrasieafdeling I.R. Transvaal, Kempton Park/Tembisa Metropolitan Substruktuur, soos getoon en volledig beskryf op Deelplan No. SS755/1994, gehou kragtens Notariële Akte van Sessie No. SK1710/95.

Sonering: Residensiële woning, geleë te Kemptonian 42, Casuarinalaan, Kempton Park.

Bestaande uit: Woonhuis bestaande uit sitkamer, 2 slaapkamers, kombuis, badkamer en toilet. Buitegeboue: Afdak en kompleks swembad. Die eiendom is omhein met steenmure.

Geen verbeteringe en/of veranderinge word gewaarborg nie.

##### Tersaaklike voorwaardes van verkoping is:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdrosower Wet.

2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping, en onmiddellike inbesitneming is nie gewaarborg nie.

3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod, waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die Eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die Balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastinge, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van Artikel 50 van die plaaslike Staatsordinansie (Transvaal), 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 7de dag van Desember 2001.

Van Rensburg Schoon & Cronje, No. 8, Die Eike, h/v Monumentweg en Longstraat, Kempton Park. (Tel. 970-1203.) (Verw. mev. Jacobs/S4204.) (Rek. No. 80-4306-2928.)



Saks No. 20059/2001

## IN DIE LANDROESHOOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK

**Verkoop deur ABISA BANK BEPERK, Eieners ABISA D. GRAUSE, Eerste Verreëder, en JOHAN D. CHAUSE, Tweede Verreëder**

Verkoop van 'n eiendom, te wete 'n gebou aan 'n bogenoemde adres, sal 'n verkoping sonder reserve deur die Balju, Kempton Park, te wete 'n verkoping sonder reserve deur die Balju, Kempton Park, op die 31ste dag van Januarie 2002 om 10h00, aan die openbare verkoopstoel, te wete 'n verkoping sonder reserve, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping sal ook die vereenskapsreëls ten opsigte van die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping, te wete 'n verkoping sonder reserve, beskikbaar wees.

**Eiensker: M. J. D. van der Merwe, 711, 713 en 715, 717, 719, 721, 723, 725, 727, 729, 731, 733, 735, 737, 739, 741, 743, 745, 747, 749, 751, 753, 755, 757, 759, 761, 763, 765, 767, 769, 771, 773, 775, 777, 779, 781, 783, 785, 787, 789, 791, 793, 795, 797, 799, 801, 803, 805, 807, 809, 811, 813, 815, 817, 819, 821, 823, 825, 827, 829, 831, 833, 835, 837, 839, 841, 843, 845, 847, 849, 851, 853, 855, 857, 859, 861, 863, 865, 867, 869, 871, 873, 875, 877, 879, 881, 883, 885, 887, 889, 891, 893, 895, 897, 899, 901, 903, 905, 907, 909, 911, 913, 915, 917, 919, 921, 923, 925, 927, 929, 931, 933, 935, 937, 939, 941, 943, 945, 947, 949, 951, 953, 955, 957, 959, 961, 963, 965, 967, 969, 971, 973, 975, 977, 979, 981, 983, 985, 987, 989, 991, 993, 995, 997, 999, 1001, 1003, 1005, 1007, 1009, 1011, 1013, 1015, 1017, 1019, 1021, 1023, 1025, 1027, 1029, 1031, 1033, 1035, 1037, 1039, 1041, 1043, 1045, 1047, 1049, 1051, 1053, 1055, 1057, 1059, 1061, 1063, 1065, 1067, 1069, 1071, 1073, 1075, 1077, 1079, 1081, 1083, 1085, 1087, 1089, 1091, 1093, 1095, 1097, 1099, 1101, 1103, 1105, 1107, 1109, 1111, 1113, 1115, 1117, 1119, 1121, 1123, 1125, 1127, 1129, 1131, 1133, 1135, 1137, 1139, 1141, 1143, 1145, 1147, 1149, 1151, 1153, 1155, 1157, 1159, 1161, 1163, 1165, 1167, 1169, 1171, 1173, 1175, 1177, 1179, 1181, 1183, 1185, 1187, 1189, 1191, 1193, 1195, 1197, 1199, 1201, 1203, 1205, 1207, 1209, 1211, 1213, 1215, 1217, 1219, 1221, 1223, 1225, 1227, 1229, 1231, 1233, 1235, 1237, 1239, 1241, 1243, 1245, 1247, 1249, 1251, 1253, 1255, 1257, 1259, 1261, 1263, 1265, 1267, 1269, 1271, 1273, 1275, 1277, 1279, 1281, 1283, 1285, 1287, 1289, 1291, 1293, 1295, 1297, 1299, 1301, 1303, 1305, 1307, 1309, 1311, 1313, 1315, 1317, 1319, 1321, 1323, 1325, 1327, 1329, 1331, 1333, 1335, 1337, 1339, 1341, 1343, 1345, 1347, 1349, 1351, 1353, 1355, 1357, 1359, 1361, 1363, 1365, 1367, 1369, 1371, 1373, 1375, 1377, 1379, 1381, 1383, 1385, 1387, 1389, 1391, 1393, 1395, 1397, 1399, 1401, 1403, 1405, 1407, 1409, 1411, 1413, 1415, 1417, 1419, 1421, 1423, 1425, 1427, 1429, 1431, 1433, 1435, 1437, 1439, 1441, 1443, 1445, 1447, 1449, 1451, 1453, 1455, 1457, 1459, 1461, 1463, 1465, 1467, 1469, 1471, 1473, 1475, 1477, 1479, 1481, 1483, 1485, 1487, 1489, 1491, 1493, 1495, 1497, 1499, 1501, 1503, 1505, 1507, 1509, 1511, 1513, 1515, 1517, 1519, 1521, 1523, 1525, 1527, 1529, 1531, 1533, 1535, 1537, 1539, 1541, 1543, 1545, 1547, 1549, 1551, 1553, 1555, 1557, 1559, 1561, 1563, 1565, 1567, 1569, 1571, 1573, 1575, 1577, 1579, 1581, 1583, 1585, 1587, 1589, 1591, 1593, 1595, 1597, 1599, 1601, 1603, 1605, 1607, 1609, 1611, 1613, 1615, 1617, 1619, 1621, 1623, 1625, 1627, 1629, 1631, 1633, 1635, 1637, 1639, 1641, 1643, 1645, 1647, 1649, 1651, 1653, 1655, 1657, 1659, 1661, 1663, 1665, 1667, 1669, 1671, 1673, 1675, 1677, 1679, 1681, 1683, 1685, 1687, 1689, 1691, 1693, 1695, 1697, 1699, 1701, 1703, 1705, 1707, 1709, 1711, 1713, 1715, 1717, 1719, 1721, 1723, 1725, 1727, 1729, 1731, 1733, 1735, 1737, 1739, 1741, 1743, 1745, 1747, 1749, 1751, 1753, 1755, 1757, 1759, 1761, 1763, 1765, 1767, 1769, 1771, 1773, 1775, 1777, 1779, 1781, 1783, 1785, 1787, 1789, 1791, 1793, 1795, 1797, 1799, 1801, 1803, 1805, 1807, 1809, 1811, 1813, 1815, 1817, 1819, 1821, 1823, 1825, 1827, 1829, 1831, 1833, 1835, 1837, 1839, 1841, 1843, 1845, 1847, 1849, 1851, 1853, 1855, 1857, 1859, 1861, 1863, 1865, 1867, 1869, 1871, 1873, 1875, 1877, 1879, 1881, 1883, 1885, 1887, 1889, 1891, 1893, 1895, 1897, 1899, 1901, 1903, 1905, 1907, 1909, 1911, 1913, 1915, 1917, 1919, 1921, 1923, 1925, 1927, 1929, 1931, 1933, 1935, 1937, 1939, 1941, 1943, 1945, 1947, 1949, 1951, 1953, 1955, 1957, 1959, 1961, 1963, 1965, 1967, 1969, 1971, 1973, 1975, 1977, 1979, 1981, 1983, 1985, 1987, 1989, 1991, 1993, 1995, 1997, 1999, 2001, 2003, 2005, 2007, 2009, 2011, 2013, 2015, 2017, 2019, 2021, 2023, 2025, 2027, 2029, 2031, 2033, 2035, 2037, 2039, 2041, 2043, 2045, 2047, 2049, 2051, 2053, 2055, 2057, 2059, 2061, 2063, 2065, 2067, 2069, 2071, 2073, 2075, 2077, 2079, 2081, 2083, 2085, 2087, 2089, 2091, 2093, 2095, 2097, 2099, 2101, 2103, 2105, 2107, 2109, 2111, 2113, 2115, 2117, 2119, 2121, 2123, 2125, 2127, 2129, 2131, 2133, 2135, 2137, 2139, 2141, 2143, 2145, 2147, 2149, 2151, 2153, 2155, 2157, 2159, 2161, 2163, 2165, 2167, 2169, 2171, 2173, 2175, 2177, 2179, 2181, 2183, 2185, 2187, 2189, 2191, 2193, 2195, 2197, 2199, 2201, 2203, 2205, 2207, 2209, 2211, 2213, 2215, 2217, 2219, 2221, 2223, 2225, 2227, 2229, 2231, 2233, 2235, 2237, 2239, 2241, 2243, 2245, 2247, 2249, 2251, 2253, 2255, 2257, 2259, 2261, 2263, 2265, 2267, 2269, 2271, 2273, 2275, 2277, 2279, 2281, 2283, 2285, 2287, 2289, 2291, 2293, 2295, 2297, 2299, 2301, 2303, 2305, 2307, 2309, 2311, 2313, 2315, 2317, 2319, 2321, 2323, 2325, 2327, 2329, 2331, 2333, 2335, 2337, 2339, 2341, 2343, 2345, 2347, 2349, 2351, 2353, 2355, 2357, 2359, 2361, 2363, 2365, 2367, 2369, 2371, 2373, 2375, 2377, 2379, 2381, 2383, 2385, 2387, 2389, 2391, 2393, 2395, 2397, 2399, 2401, 2403, 2405, 2407, 2409, 2411, 2413, 2415, 2417, 2419, 2421, 2423, 2425, 2427, 2429, 2431, 2433, 2435, 2437, 2439, 2441, 2443, 2445, 2447, 2449, 2451, 2453, 2455, 2457, 2459, 2461, 2463, 2465, 2467, 2469, 2471, 2473, 2475, 2477, 2479, 2481, 2483, 2485, 2487, 2489, 2491, 2493, 2495, 2497, 2499, 2501, 2503, 2505, 2507, 2509, 2511, 2513, 2515, 2517, 2519, 2521, 2523, 2525, 2527, 2529, 2531, 2533, 2535, 2537, 2539, 2541, 2543, 2545, 2547, 2549, 2551, 2553, 2555, 2557, 2559, 2561, 2563, 2565, 2567, 2569, 2571, 2573, 2575, 2577, 2579, 2581, 2583, 2585, 2587, 2589, 2591, 2593, 2595, 2597, 2599, 2601, 2603, 2605, 2607, 2609, 2611, 2613, 2615, 2617, 2619, 2621, 2623, 2625, 2627, 2629, 2631, 2633, 2635, 2637, 2639, 2641, 2643, 2645, 2647, 2649, 2651, 2653, 2655, 2657, 2659, 2661, 2663, 2665, 2667, 2669, 2671, 2673, 2675, 2677, 2679, 2681, 2683, 2685, 2687, 2689, 2691, 2693, 2695, 2697, 2699, 2701, 2703, 2705, 2707, 2709, 2711, 2713, 2715, 2717, 2719, 2721, 2723, 2725, 2727, 2729, 2731, 2733, 2735, 2737, 2739, 2741, 2743, 2745, 2747, 2749, 2751, 2753, 2755, 2757, 2759, 2761, 2763, 2765, 2767, 2769, 2771, 2773, 2775, 2777, 2779, 2781, 2783, 2785, 2787, 2789, 2791, 2793, 2795, 2797, 2799, 2801, 2803, 2805, 2807, 2809, 2811, 2813, 2815, 2817, 2819, 2821, 2823, 2825, 2827, 2829, 2831, 2833, 2835, 2837, 2839, 2841, 2843, 2845, 2847, 2849, 2851, 2853, 2855, 2857, 2859, 2861, 2863, 2865, 2867, 2869, 2871, 2873, 2875, 2877, 2879, 2881, 2883, 2885, 2887, 2889, 2891, 2893, 2895, 2897, 2899, 2901, 2903, 2905, 2907, 2909, 2911, 2913, 2915, 2917, 2919, 2921, 2923, 2925, 2927, 2929, 2931, 2933, 2935, 2937, 2939, 2941, 2943, 2945, 2947, 2949, 2951, 2953, 2955, 2957, 2959, 2961, 2963, 2965, 2967, 2969, 2971, 2973, 2975, 2977, 2979, 2981, 2983, 2985, 2987, 2989, 2991, 2993, 2995, 2997, 2999, 3001, 3003, 3005, 3007, 3009, 3011, 3013, 3015, 3017, 3019, 3021, 3023, 3025, 3027, 3029, 3031, 3033, 3035, 3037, 3039, 3041, 3043, 3045, 3047, 3049, 3051, 3053, 3055, 3057, 3059, 3061, 3063, 3065, 3067, 3069, 3071, 3073, 3075, 3077, 3079, 3081, 3083, 3085, 3087, 3089, 3091, 3093, 3095, 3097, 3099, 3101, 3103, 3105, 3107, 3109, 3111, 3113, 3115, 3117, 3119, 3121, 3123, 3125, 3127, 3129, 3131, 3133, 3135, 3137, 3139, 3141, 3143, 3145, 3147, 3149, 3151, 3153, 3155, 3157, 3159, 3161, 3163, 3165, 3167, 3169, 3171, 3173, 3175, 3177, 3179, 3181, 3183, 3185, 3187, 3189, 3191, 3193, 3195, 3197, 3199, 3201, 3203, 3205, 3207, 3209, 3211, 3213, 3215, 3217, 3219, 3221, 3223, 3225, 3227, 3229, 3231, 3233, 3235, 3237, 3239, 3241, 3243, 3245, 3247, 3249, 3251, 3253, 3255, 3257, 3259, 3261, 3263, 3265, 3267, 3269, 3271, 3273, 3275, 3277, 3279, 3281, 3283, 3285, 3287, 3289, 3291, 3293, 3295, 3297, 3299, 3301, 3303, 3305, 3307, 3309, 3311, 3313, 3315, 3317, 3319, 3321, 3323, 3325, 3327, 3329, 3331, 3333, 3335, 3337, 3339, 3341, 3343, 3345, 3347, 3349, 3351, 3353, 3355, 3357, 3359, 3361, 3363, 3365, 3367, 3369, 3371, 3373, 3375, 3377, 3379, 3381, 3383, 3385, 3387, 3389, 3391, 3393, 3395, 3397, 3399, 3401, 3403, 3405, 3407, 3409, 3411, 3413, 3415, 3417, 3419, 3421, 3423, 3425, 3427, 3429, 3431, 3433, 3435, 3437, 3439, 3441, 3443, 3445, 3447, 3449, 3451, 3453, 3455, 3457, 3459, 3461, 3463, 3465, 3467, 3469, 3471, 3473, 3475, 3477, 3479, 3481, 3483, 3485, 3487, 3489, 3491, 3493, 3495, 3497, 3499, 3501, 3503, 3505, 3507, 3509, 3511, 3513, 3515, 3517, 3519, 3521, 3523, 3525, 3527, 3529, 3531, 3533, 3535, 3537, 3539, 3541, 3543, 3545, 3547, 3549, 3551, 3553, 3555, 3557, 3559, 3561, 3563, 3565, 3567, 3569, 3571, 3573, 3575, 3577, 3579, 3581, 3583, 3585, 3587, 3589, 3591, 3593, 3595, 3597, 3599, 3601, 3603, 3605, 3607, 3609, 3611, 3613, 3615, 3617, 3619, 3621, 3623, 3625, 3627, 3629, 3631, 3633, 3635, 3637, 3639, 3641, 3643, 3645, 3647, 3649, 3651, 3653, 3655, 3657, 3659, 3661, 3663, 3665, 3667, 3669, 3671, 3673, 3675, 3677, 3679, 3681, 3683, 3685, 3687, 3689, 3691, 3693, 3695, 3697, 3699, 3701, 3703, 3705, 3707, 3709, 3711, 3713, 3715, 3717, 3719, 3721, 3723, 3725, 3727, 3729, 3731, 3733, 3735, 3737, 3739, 3741, 3743, 3745, 3747, 3749, 3751, 3753, 3755, 3757, 3759, 3761, 3763, 3765, 3767, 3769, 3771, 3773, 3775, 3777, 3779, 3781, 3783, 3785, 3787, 3789, 3791, 3793, 3795, 3797, 3799, 3801, 3803, 3805, 3807, 3809, 3811, 3813, 3815, 3817, 3819, 3821, 3823, 3825, 3827, 3829, 3831, 3833, 3835, 3837, 3839, 3841, 3843, 3845, 3847, 3849, 3851, 3853, 3855, 3857, 3859, 3861, 3863, 3865, 3867, 3869, 3871, 3873, 3875, 3877, 3879, 3881, 3883, 3885, 3887, 3889, 3891, 3893, 3895, 3897, 3899, 3901, 3903, 3905, 3907, 3909, 3911, 3913, 3915, 3917, 3919, 3921, 3923, 3925, 3927, 3929, 3931, 3933, 3935, 3937, 3939, 3941, 3943, 3945, 3947, 3949, 3951, 3953, 3955, 3957, 3959, 3961, 3963, 3965, 3967, 3969, 3971, 3973, 3975, 3977, 3979, 3981, 3983, 3985, 3987, 3989, 3991, 3993, 3995, 3997, 3999, 4001, 4003, 4005, 4007, 4009, 4011, 4013, 4015, 4017, 4019, 4021, 4023, 4025, 4027, 4029, 4031, 4033, 4035, 4037, 4039, 4041, 4043, 4045, 4047, 4049, 4051, 4053, 4055, 4057, 4059, 4061, 4063, 4065, 4067, 4069, 4071, 4073, 4075, 4077, 4079, 4081, 4083, 4085, 4087, 4089, 4091, 4093, 4095, 4097, 4099, 4101, 4103, 4105, 4107, 4109, 4111, 4113, 4115, 4117, 4119, 4121, 4123, 4125, 4127, 4129, 4131, 4133, 4135, 4137, 4139, 4141, 4143, 4145, 4147, 4149, 4151, 4153, 4155, 4157, 4159, 4161, 4163, 4165, 4167, 4169, 4171, 4173, 4175, 4177, 4179, 4181, 4183, 4185, 4187, 4189, 4191, 4193, 4195, 4197, 4199, 4201, 4203, 4205, 4207, 4209, 4211, 4213, 4215, 4217, 4219, 4221, 4223, 4225, 4227, 4229, 4231, 4233, 4235, 4237, 4239, 4241, 4243, 4245, 4247, 4249, 4251, 4253, 4255, 4257, 4259, 4261, 4263, 4265, 4267, 4269, 4271, 4273, 4275, 4277, 4279, 4281, 4283, 4285, 4287, 4289, 4291, 4293, 4295, 4297, 4299, 4301, 4303, 4305, 4307, 4309, 4311, 4313, 4315, 4317, 4319, 4321, 4323, 4325, 4327, 4329, 4331, 4333, 4335, 4337, 4339, 4341, 4343, 4345, 4347, 4349, 4351, 4353, 4355, 4357, 4359, 4361, 4363, 4365, 4367, 4369, 4371, 4373, 4375, 4377, 4379, 4381, 4383, 4385, 4387, 4389, 4391, 4393, 4395, 4397, 4399, 4401, 4403, 4405, 4407, 4409, 4411, 4413, 4415, 4417, 4419, 4421, 4423, 4425, 4427, 4429, 4431, 4433, 4435, 4437, 4439, 4441, 4443, 4445, 4447, 4449, 4451, 4453, 4455, 4457, 4459, 4461, 4463, 4465, 4467, 4469, 4471, 4473, 4475, 4477, 4479, 4481, 4483, 4485, 4487, 4489, 4491, 4493, 4495, 4497, 4499, 4501, 4503, 4505, 4507, 4509, 4511, 4513, 4515, 4517, 4519, 4521, 4523, 4525, 4527, 4529, 4531, 4533, 4535, 4537, 4539, 4541, 4543, 4545, 4547, 4549, 4551, 4553, 4555, 4557, 4559, 4561, 4563, 4565, 4567, 4569, 4571, 4573, 4575, 4577, 4579, 4581, 4583, 4585, 4587, 4589, 4591, 4593, 4595, 4597, 4599, 4601, 4603, 4605, 4607, 4609, 4611, 4613, 4615, 4617, 4619, 4621, 4623, 4625, 4627, 4629, 4631, 4633, 4635, 4637, 4639, 4641, 4643, 4645, 4647, 4649, 4651, 4653, 4655, 4657, 4659, 4661, 4663, 4665, 4667, 4669, 4671, 4673, 4675, 4677, 4679, 4681, 4683, 4685, 4687, 4689, 4691, 4693, 4695, 4697, 4699, 4701, 4703, 4705, 4707, 4709, 4711,**



Saak No. 26061/2001

## IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK

**In die saak tussen ABSA BANK BEPERK, Eiser, en SUPERSPAAR GROOTHANDELAARS CC, Verweerder**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, by die Baljukantore te Commissionerstraat 105, Kempton Park, op die 31ste dag van Januarie 2002 om 10h00, van die ondergenoemde onroerende eiendom, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar:

**Sekere:****1. 'n Eenheid bestaande uit:**

(a) Eenheid No. 93, soos getoon en meer volledig beskryf op Deelplan No. SS755/1994, in die skema bekend as Kemptonian, ten opsigte van die grond en gebou of geboue geleë te Gedeelte 57 ('n gedeelte van Gedeelte 45) van die plaas Zuurfontein 33, Registrasieafdeling I.R., Transvaal, en Resterende Gedeelte van Gedeelte 59 ('n gedeelte van Gedeelte 45), van die plaas Zuurfontein 33, Registrasieafdeling I.R., Transvaal, Kempton Park/Tembisa Metropolitan Substruktuur, welke deel die vloeroppervlakte volgens genoemde deelplan 62 (twee-en-sestig) vierkante meter 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 Sertifikaat van Geregistreerde Deeltitel ST24940/95.

2. 'n Uitsluitlike gebruiksgebied beskryf as Parkering No. P87, groot 13 (dertien) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as Kemptonian, ten opsigte van die grond en gebou of geboue geleë te Gedeelte 57 ('n gedeelte van Gedeelte 45 van die plaas Zuurfontein 33, Registrasieafdeling I.R., Transvaal, en Resterende Gedeelte van Gedeelte 59 ('n gedeelte van Gedeelte 450 van die plaas Zuurfontein No. 33, Registrasieafdeling I.R., Transvaal, Kempton Park/Tembisa/Metropolitaanse Substruktrue, soos getoon en meer volledige beskryf op Deelplan No. SS755/1994, gehou kragtens Notariële Akte van Sessie No. SK1715/95S.

**Sonering:** Residensiële woning, geleë te Kemptonian 93, Casuarinalaan, Kempton Park.

**Bestaande uit:** Woonhuis bestaande uit sitkamer, eetkamer, 2 slaapkamers, kombuis, badkamer en toilet. **Buitegeboue:** Afdak kompleks swembad en oprit, alles onder 'n teëldak. Die eiendom is omhein met baksteenmure.

Geen verbetering en/of verandering word gewaarborg nie.

**Tersaaklike voorwaardes van verkoping is:**

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.

2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping, en onmiddellike inbesitneming is nie gewaarborg nie.

3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod, waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die Eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die Balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastinge, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van Artikel 50 van die plaaslike Staatsordinansie (Transvaal), 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 10de dag van Desember 2001.

Van Rensburg Schoon & Cronje, No. 8, Die Eike, h/v Monumentweg en Longstraat, Kempton Park. (Tel. 970-1203.) (Verw. mev. Jacobs/S4205.) (Rek. No. 80-4305-9448.)

Case No. 99/31562

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

**In the matter between ABSA BANK LIMITED (Account No. 80-4377-2234), Plaintiff, and LERUMO, MODISE JOHANNES, First Defendant, and SENGADI, FLORA SHARON, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve price, the price subject to the Plaintiff's approval, will be held by the Sheriff at his Offices at 69 Juta Street, Braamfontein, on the 31st day of January 2002 at 10h00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the Offices of the Sheriff, Johannesburg South:

Certain Erf 341, Naturena Township, Registration Division I.Q., the Province of Gauteng, and also known as 81 Carmen Street, Naturena, measuring 1 207 m<sup>2</sup> (one thousand two hundred and seven) square metres.

**Improvements** (none of which are guaranteed) consisting of the following: *Main building:* Lounge, kitchen, 3 bedrooms, bathroom with w.c. and separate toilet. *Outbuilding:* None. *Constructed:* Brick under tiled roof.

**Terms:** 10% (ten percent) 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 other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

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

Rossouws Attorneys, Plaintiff's Attorneys, 8 Sherborne Road, Parktown, Johannesburg; P.O. Box 1588, Johannesburg, 2000. (Tel. 726-9000.) (Ref. Rossouw/ct/04/A5763E.)

**Saaknommer: 16302/2000**

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

**In die saak tussen: ABSA BANK BEPERK, Eiser, en PETRUS WILLEM DU PLESSIS (ID 4004235078084),  
1ste Verweerder, LINDA DU PLESSIS (ID 5004160013089), 2de Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op 04/09/2000 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju Benoni, op die 31ste Januarie 2002 om 09h00 te Princess Laan 180, Benoni, 1501 verkoop.

*Eiendom bekend as:* Erf 1864, Benoni, beter bekend as Cranbourneweg 154, Benoni, Registrasie Afdeling: I.R., Provinsie: Gauteng.

*Groot:* 1 190 vierkante meter, gehou kragtens Akte van Transport T84102/1998 verbind ten gunste van die Eiser onder Verbandakte B42666/1998.

Besonderhede word nie gewaarborg nie en is soos volg: Woning bestaande uit: Ingangsportaal, 3 slaapkamers, sitkamer, spens, eetkamer, kombuis, badkamer. Buitegeboue bestaande uit: 1 motorhuis, 1 motorafdak, bediendekamer, toilet.

Geteken te Pretoria op hede die 23ste November 2001.

K A White, Wilsenach, Van Wyk, Goosen & Bekker, Ben Viljoenstraat 311, Pretoria-Noord. Verw: Invorderings B6623/81.

**Saaknommer: 11146/2001**

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

**In die saak tussen: SAAMBOU BANK BEPERK, Eiser, en DAVID MAHLABA PHALANE, 1ste Verweerder,  
NANIKI CHRISTINAH PHALANE, 2de Verweerder**

'n Verkoop sal plaasvind te die kantore van die Landdroshof, Soshanguve op 31 Januarie 2002 om 11h00.

Erf 1798, Soshanguve-GG Dorpsgebied, Registrasie Afdeling JR, provinsie Gauteng, groot 615 (seshonderd en vyftien) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag T35478/1992, onderhewig aan al die voorwaardes wat in gemelde akte vermeld staan of na verwys word en spesiaal onderhewig aan die voorbehoud van minerale regte, ook bekend as 1798 Blok GG, Soshanguve.

Besonderhede word nie gewaarborg nie en is soos volg: Sitkamer, Kombuis, 2 Slaapkamers, Badkamer.

Die verkoopsvorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae te die Kantore van die Balju, 5881 Zone 5, Magistrate's Courtweg, Ga-Rankuwa.

Geteken te Pretoria op hierdie 20 dag van November 2001.

(Get) S White, Wilsenach Van Wyk Goosen & Bekker, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. Verw: Mev Kasselmann/SB1590. Tel: 322 6951.

**Saakno: 34919/99**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

**In die saak tussen: DIE BEHERENDE LIGGAAM VAN NORDEY HEIGHTS REGSPERSOON, Eiser, en  
JAMES MNLENEKELWA MALINDI, Verweerder**

In die uitvoering van 'n vonnis, in die Landdroshof Pretoria en 'n Lasbrief vir Eksekusie sal die eiendom hieronder vermeld in eksekusie verkoop op 29 Januarie 2002 om 10h00 deur die Balju Pretoria Sentraal te Visagiestraat 234, Pretoria.

Eenhed 34 – SS14/85, Nordey Heights, geleë te Gedeelte 10, Erf 2590, Pretoria CC, provinsie van Gauteng.

*Grootte:* 55 (vyf vyf) vierkante meter.

*Gehou:* Kragtens Akte van Transport ST56114/1996.

*Bekend as:* Nordey Heights 404, Van Lennopstraat 390, Pretoria.

*Bestaan uit:* 1½ kamer, 1 badkamer, 1 oopplan sitkamer & kombuis.

**Voorwaardes:**

1. Ten minste 10% daarvan onmiddellik betaalbaar op die dag van die verkoping tensy andersins ooreengekom deur die Eiser en die Balju Pretoria Sentraal. Die onbetaalde balans tesame met rentes daarop synde die heersende rentekoers gereken vanaf datum van ondertekening van hierdie voorwaardes moet betaal word of gewaarborg word deur middel van 'n goedgekeurde bank- of bouvereniging waarborg binne 21 (een-en-twintig) dae na die verkoping.

**Voorwaardes van verkope:** Die Voorwaardes van Verkope mag geïnspekteur word by die kantore van die Balju, Pretoria Sentraal.

Geteken te Pretoria op hierdie 4de dag van Desember 2001.

Lüdik & Booysen Prokureurs, Prokureurs vir Eiser, Pretoriusstraat 1126, Hatfield, Pretoria, Docex 324. Tel: 430 7884.  
Verw: MB/mmm/2299.

D P Nicholas - Adjunk Balju, Balju Pretoria Sentraal, Posbus 478, Pretoria, 0001. Tel: (012) 328 3901.

**Case No: 21688/2000**

HIGH COURT OF SOUTH AFRICA

(Tvl Prov Div)

**NEDCOR BANK LTD, Plaintiff, and LINDIWE DOROTHY MMENU, Defendant**

Take notice that on the instructions of Stegmanns Attorneys, Tel: (012) 342-6430.

Erf 5069, Mohlakeng Ext 3 Township, Registration Division IQ, Province of Gauteng - Measuring 258 m<sup>2</sup> - situate at 5069 Mohlakeng.

**Improvements:** 2 Bedrooms, 1 Bathroom, 1 Kitchen, 1 L/room, Storeroom. Walling - Zoning: Special Residential (particulars are not guaranteed) will be sold in Execution to the highest bidder on 1 February 2002 at 10h00 by the Sheriff of Randfontein at 19 Pollock Street, Randfontein.

Conditions of sale may be inspected at the Sheriff Randfontein at 19 Pollock Street, Randfontein.

Stegmanns Attorneys. [Tel. (012) 342-6430.]

**Case No: 21688/2000**

HIGH COURT OF SOUTH AFRICA

(Tvl Prov Div)

**NEDCOR BANK LTD, Plaintiff, and LINDIWE DOROTHY MMENU, Defendant**

Take notice that on the instructions of Stegmanns Attorneys, Tel: (012) 342-6430.

Erf 5069, Mohlakeng Ext 3 Township, Registration Division IQ, Province of Gauteng - Measuring 258 m<sup>2</sup> - situate at 5069 Mohlakeng.

**Improvements:** 2 Bedrooms, 1 Bathroom, 1 Kitchen, 1 L/room, Storeroom. Walling - Zoning: Special Residential (particulars are not guaranteed) will be sold in Execution to the highest bidder on 1 February 2002 at 10h00 by the Sheriff of Randfontein at 19 Pollock Street, Randfontein.

Conditions of sale may be inspected at the Sheriff Randfontein at 19 Pollock Street, Randfontein.

Stegmanns Attorneys. [Tel. (012) 342-6430.]

**Case No. 96/12441**

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and THABO JOHANNES GAMEDE, 1st Defendant, MAMOTSHOANE MARTHA GAMEDE, 2nd Defendant**

Notice is hereby given that on the 1 February 2002 at 11h.15 the undermentioned property will be sold by Public Auction at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg pursuant to a Judgment in this matter granted by the above Honourable Court on 26 June 1996, namely:

**Certain:** Erf 17113, Vosloorus Ext 25, Registration Division I.R. the Province of Gauteng.

**Situate at:** 17113 Vosloorus Ext 25.

The following improvements (which are not warranted to be correct) exist on the property:

Detached single storey brick residence consisting of: 2 bedrooms, bathroom, kitchen & lounge.

The full Conditions of Sale may be inspected at the offices of the Sheriff, Boksburg.

Dated at Boksburg on this the 3 December 2001.

Tuckers Inc, 84 Trichardt Road, Ravenswood, Boksburg; Box: 99, Boksburg, 1468. Tel: 918-0550. Ref: L Pinheiro/H9252.



Saaknommer: 109422/2001

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

**In die saak tussen: DIE BEHERENDE LIGGAAM VAN LAS VEGAS REGSPERSOON, Eiser, en POEPOE SOLOMON LEGAU, IDENTITEITSNOMMER: 6805305485084, Verweerder**

Ten uitvoerlegging van 'n Vonnis toegestaan deur bovermelde Agbare Hof op die 13de September 2001 en die daaropvolgende Lasbrief vir Eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Dinsdag, die 29ste Januarie 2002 om 10h00 te Balju Pretoria-Sentraal, 234 Visagiestraat, Pretoria.

1. a. *Akteskantoorbeskrywing*: SS Las Vegas, Eenheid 50, geleë te Erf 1187, Sunnyside, Pta Dorpsgebied, Plaaslike Owerheid: Die Stad van Tshwane Metropolitaanse Munisipaliteit, Skema Nommer: SS 114/81.

*Groot*: 69 (nege en sestig) vierkante meter.

b. 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken.

Gehou kragtens geregistreerde Titelnommer ST45625/1996.

e. *Straatadres*: Las Vegas W/s Nr 65, Mearstraat 140, Sunnyside, Pretoria.

f. Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie:

1½ Slaapkamer; 1 Badkamer; 1 Toilet; 1 Kombuis; 1 Sit- & Eetkamer.

**2. Verkoopsvoorwaardes:**

2.1 Die eiendom sal verkoop word, sonder reserwe aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalinge van die Wet op Landdroshof, Wet Nr 32 van 1944, soos gewysig asook die reëls daarkragtens neergelê.

2.2 10% (tien persent) van die koopprys sal betaalbaar wees in kontant op die dag van die verkoping.

2.3 Die volledige verkoopsvoorwaardes lê vir inspeksie ter insae te Messcor Huis, Margarethastraat 30, Pretoria-Sentraal, en sal deur die Balju voor die verkoping uitgelees word.

2.4 Die eiendom word verkoop onderworpe aan die terme en voorwaardes soos neergelê in die titelvoorwaardes van die eiendom.

Geteken te Pretoria op hede die 4de dag van Desember 2001.

EY Stuart Ingelyf, Prokureur vir Eiser, Eerste Vloer, Edward Chambers, Paul Krugerstraat 336, Pretoria. Telefoon: (012) 322 2401. Verw: J Jonker/sm/18021.

Case No. 00/17923  
PH 388

## SALE IN EXECUTION

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and MATHE: MFANISENI JAMES HENRY, First Defendant, MATHE: REBECCA SENZENI, 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, 69 Juta Street, Braamfontein, Johannesburg at 10:00 on Thursday, 31 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*: Unit comprising section 4 and exclusive use area Parking Bay PB 4 and their undivided share in the common property in 906 Eastbury Sectional Title Scheme.

*Area*: 46 (forty six) and 13 (thirteen) square metres.

*Situation*: Flat 906, Eastbury, 399 Marshall Street, Jeppestown.

*Improvements* (not guaranteed): "A Sectional title unit consisting of 2 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 000.00 of the proceeds of the sale and 3% on the balance thereof subject to a maximum commission of R7 000.00 and a minimum of R300.00.

Dated at Johannesburg on 10 December 2001.

Sgd. F.R.J. Jansen, Jansen - Potter, Plaintiff's Attorneys, The Lion House, 20 Roberts Avenue, Kensington. Tel: 614 8100. Ref: ForeclosuresZ4605.

Case No. 00/16410

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and SIBONGILE IRENE MDLALOSE, 1st Defendant, LINA GABISELE NDHLOVU, 2nd Defendant, ELMON MONENE NDHLOVU, 3rd Defendant**

Notice is hereby given that on the 31 January 2002 at 09h.00 the undermentioned property will be sold by Public Auction at the offices of the Sheriff, Benoni, 180 Princess Avenue, Benoni pursuant to a Judgment in this matter granted by the above Honourable Court on 17 August 2000, namely:

Certain: Erf 1754, Daveyton, Registration Division J.F., the Province of Gauteng.  
Situat at 1754 Maduna Street, Daveyton.

The following improvements (which are not warranted to be correct) exist on the property:

Detached single storey brick residence consisting of 2 bedrooms, bathroom, kitchen, lounge.

The full Conditions of Sale may be inspected at the offices of the Sheriff, Benoni, 180 Prince Avenue, Benoni.

Dated at Johannesburg on this the 6 December 2001.

Tuckers Inc, 84 Richards Road, Ravenswood, Boksburg, Box 99, Boksburg, 1468. Tel: 914 0050. Fax: 2 Pinheiro/H90843.

Case No. 00/18658

# IN THE HIGH COURT OF SOUTH AFRICA

(Municipal Local Division)

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and FRANK EDWARDS, 1st Defendant,  
SIBILE MATHA, 2nd Defendant.

Notice is hereby given that on the 31 January 2002 at 10h 15 the undermentioned property will be sold by Public Auction at the offices of the Sheriff, Benoni, 180 Prince Avenue, Benoni pursuant to a judgment in the matter granted by the above Honourable Court on 7 September 2000, namely:

Certain: Erf 9144, Elstree Ext 15, Registration Division J.F., the Province of Gauteng.

Situat at 9144 Elstree Ext 15, Benoni.

The following improvements (which are not warranted to be correct) exist on the property:

Detached single storey brick residence consisting of 2 bedrooms, bathroom, kitchen, lounge.

The full Conditions of Sale may be inspected at the offices of the Sheriff, Benoni, 180 Prince Avenue, Benoni.

Dated at Johannesburg on this the 6 December 2001.

Tuckers Inc, 84 Richards Road, Ravenswood, Boksburg, Box 99, Boksburg, 1468. Tel: 914 0050. Fax: 2 Pinheiro/H90843.

Case No. 00/18658

# IN THE HIGH COURT OF SOUTH AFRICA

(Municipal Local Division)

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and NOMANE EMMANUEL MOKOBE, 1st Defendant,  
CONSTANCE EMMANUEL MOKOBE, 2nd Defendant.

Notice is hereby given that on the 1 February 2002 at 10h 15 the undermentioned property will be sold by Public Auction at the offices of the Sheriff, Boksburg, 182 Leunigweg Street, Boksburg pursuant to a judgment in the matter granted by the above Honourable Court on 1 August 2000, namely:

Right of leasehold in respect of Certain: Erf 1219, Vosloorus Ext 2, Registration Division J.F., the Province of Gauteng.

Situat at 1219 Vosloorus Ext 2, Boksburg.

The following improvements (which are not warranted to be correct) exist on the property:

Detached single storey brick residence consisting of 2 bedrooms, bathroom, kitchen, lounge.

The full Conditions of Sale may be inspected at the offices of the Sheriff, Boksburg.

Dated at Boksburg on this the 6 December 2001.

Tuckers Inc, 84 Richards Road, Ravenswood, Boksburg, Box 99, Boksburg, 1468. Tel: 914 0050. Fax: 2 Pinheiro/H90843.

Case No. 00/18658

# IN THE HIGH COURT OF SOUTH AFRICA

(Municipal Local Division)

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and SPANSEN WILLIAM, 1st Defendant.

Notice is hereby given that on the 1 February 2002 at 10h 15 the undermentioned property will be sold by Public Auction at the offices of the Sheriff, Boksburg, 182 Leunigweg Street, Boksburg pursuant to a judgment in the matter granted by the above Honourable Court on 24 January 2001, namely:

Certain: Erf 15946, Vosloorus Ext 16, Registration Division J.F., the Province of Gauteng.

Situat at 15946 Vosloorus Ext 16, Boksburg.

The following improvements (which are not warranted to be correct) exist on the property:

Detached single storey brick residence consisting of 2 bedrooms, bathroom, kitchen, lounge.

The full Conditions of Sale may be inspected at the offices of the Sheriff, Boksburg.

Dated at Boksburg on this the 6 December 2001.

Tuckers Inc, 84 Richards Road, Ravenswood, Boksburg, Box 99, Boksburg, 1468. Tel: 914 0050. Fax: 2 Pinheiro/H90977.



Case No. 00/16405

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NDODA JAN MASINA, 1st Defendant, and  
THOKO EVELYN MASINA, 2nd Defendant**

Notice is hereby given that on the 29 January 2002 at 10h00, the undermentioned property will be sold by public auction at the Sheriff's Offices, 1st Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton pursuant to a judgment in this matter granted by the above Honourable Court, on 10 August 2000, namely:

Certain Erf 301, Twala, Registration Division I.R., The Province of Gauteng, situated at 301 Twala, Alberton.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of: 2 bedrooms, bathroom, kitchen, lounge.

The full conditions of sale may be inspected at the offices of the Sheriff, 1st Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton.

Dated at Boksburg on this the 6th December 2001.

Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/H90836.)

Case No. 121779/2001

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and IGOR ANTONIO RIALTO WILSON, Defendant**

A sale in execution will be held by the Sheriff, Pretoria-Central at 234 Visagie Street, Pretoria, on the 29 January 2002 at 10h00 of:

1. A unit consisting of:

(a) Section No. 142, as shown and more fully described on Sectional Plan SS207/93, in the scheme known as Spruitssigpark in respect of the land and building or buildings situated at Portion 5 of Erf 1201, Sunnyside Township, Local Authority: City Tshwane Metropolitan Municipality of which section the floor area according to the said sectional plan is 36 (thirty six) square metres; 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 ST35678/98.

2. An exclusive use area described as Parking Number P439, measuring 14 (fourteen) square metres being as such part of the common property, comprising the land and the scheme known as Spruitssigpark in respect of the land and building or buildings situated at Portion 5 of Erf 1201, Sunnyside Township, Local Authority: City Tshwane Metropolitan Municipality as shown and more fully described on Sectional Plan No. SS207/93, held under Notarial Deed of Cession No. SK 1747/98-S (better known as Kiepersol Flat 216, Spruitssigpark, 420 Leyds Street, Sunnyside, Pretoria).

Particulars of the property and the improvements thereon are provided herewith, but are not guaranteed.

*Improvements:* Lounge, kitchen, 1 bedroom, bathroom/toilet/shower and Parking P439.

Inspect conditions at the Sheriff, Pretoria-Central at Messcor House, 30 Margaretha Street, Pretoria-Central.

J Plescia, Tim du Toit & Company Inc., Attorneys for Plaintiff, 19th Floor, ABSA Bank Building, 230 Van der Walt Street, Pretoria. (Tel. 320-6753.) (Ref. PQ0016/JP/KB.)

Case No. 24116/2000

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

**In the matter between ABSA BANK LIMITED (Account No. 50-8209-3542), Plaintiff, and  
SHEKYLS, BARRY, 1st Defendant, and SHEKYLS, SANDRA, 2nd Defendant**

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, the price subject to the Plaintiff's approval, will be held by the Sheriff at his offices of 69 Juta Street, Braamfontein, on the 31st day of January 2002 at 10:00 of the undermentioned property of the Defendants 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 offices of the Sheriff, Johannesburg South:



Certain Section 3 as shown and more fully described on Sectional Plan SS114/94 in the scheme known as Sandpiper in respect of land and building(s) situated at Crown Gardens Township, 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 also known as 3 Sandpiper, 24 Shannon Street, Crown Gardens, measuring 90 m (ninety) square metres.

*Improvements* (none of which are guaranteed) consisting of the following: *Main building*: Entrance hall, lounge, 2 x bedrooms, bathroom/w.c., enclosed balcony. *Outbuilding*: Utility room, w.c. *Constructed*: Brick under concrete roof.

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

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

Dated at Johannesburg this 24 December 2001.

Rossouws Attorneys, Plaintiff's Attorneys, 8 Sherborne Road, Parktown, Johannesburg; P.O. Box 1588, Johannesburg, 2000. (Tel. 726-9000.) (Ref. Rossouw/cw/A6377E.)

**Saak No. 2346/97**

IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK

**In die saak tussen ABSA BANK BEPERK, Eiser, en L J SMITH, Eerste Verweerder, en  
CAROL-ANN SMITH, Tweede Verweerder**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, by die Baljukantore te Commissionerstraat 105, Kempton Park, op die 31ste dag van Januarie 2002 om 10h00, van die ondergenoemde onroerende eiendom, gehou word. Die verkoopvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar:

*Sekere*: Erf 125, Birchleigh Noord Uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Provinsie van Gauteng.

*Sonering*: Residensiële woning.

*Groot*: 1 000 (een duisend) vierkante meter.

*Geleë te*: 15 Craig Straat, Birchleigh Noord, Kempton Park.

*Bestaande uit*: Woonhuis bestaande uit: Sitkamer, eetkamer, 3 slaapkamers, kombuis, 2 badkamers & 2 toilette, alles onder 'n teëldak. Die eiendom is omhein met mure.

*Onderhewig aan*: Sekere serwitute gehou onder Titelaktenommer T5997/96.

Geen verbeteringe en/of veranderinge word gewaarborg nie.

*Tersaaklike voorwaardes van verkoping is*:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshofwet.

2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping, en onmiddellik inbesitneming is nie gewaarborg nie.

3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod, waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die Eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die Balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastinge, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van artikel 50 van die Plaaslike Staatsordinansie (Transvaal) 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 30ste dag van November 2001.

Van Rensburg Schoon & Cronje, 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park. (Tel. 970-1203.) (Verw. Mev Jacobs/S2380.) (Rekeningnommer: 80-4453-0651.)

**Saak No. 12044/95**

IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK

**In die saak tussen ABSA BANK BEPERK, Eiser, en  
W LIEBENBERG, Verweerder**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, by die Baljukantore te Commissionerstraat 105, Kempton Park, op die 31ste dag van Januarie 2002 om 10h00, van die ondergenoemde onroerende eiendom, gehou word. Die verkoopvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar:

*Sekere:* Erf 2296, Birch Acres Uitb 5-dorpsgebied, Registrasieafdeling IR, Transvaal

*Sonering:* Residensiële woning.

*Groot:* 1 000 (een duisend) vierkante meter.

*Geleë te:* 17 Basiaan Straat, Birch Acres, Kempton Park.

*Bestaande uit:* Woonhuis bestaande uit: Sitkamer, eetkamer, 3 slaapkamers, kombuis, 2 badkamers & 2 toilette.

*Buitegeboue:* 2 motorhuise, swembad, oprit en woonstel. Alles onder 'n teëldak.

*Onderhewig aan:* Sekere serwitute gehou onder Titelaktenommer T12401/82.

Geen verbeteringe en/of veranderinge word gewaarborg nie.

*Tersaaklike voorwaardes van verkoping is:*

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping, en onmiddellik inbesitneming is nie gewaarborg nie.

3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod, waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die Eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die Balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastinge, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van artikel 50 van die Plaaslike Staatsordinansie (Transvaal) 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 30ste dag van November 2001.

Van Rensburg Schoon & Cronje, 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park. (Tel. 970-1203.) (Verw. Mev. Jacobus/L1046.)

**Saak No. 24206/2001**

**IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK**

**In die saak tussen ABSA BANK BEPERK, Eiser, en PHONDO PATRICK HEBRON, Eerste Verweerder, en BUSISIWE ELIZABETH KHESWA, Tweede Verweerder**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, by die Baljukantore te Commissionerstraat 105, Kempton Park, op die 31ste dag van Januarie 2002 om 10h00, van die ondergenoemde onroerende eiendom, gehou word. Die verkoopvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar:

*Sekere:* Erf 41, Birchleigh Noord Uitb 3-dorpsgebied, Registrasieafdeling IR, Provinsie van Gauteng.

*Sonering:* Residensiële woning.

*Groot:* 1 000 (een duisend) vierkante meter.

*Geleë te:* 67 Lydia Straat, Birchleigh Noord, Kempton Park.

*Bestaande uit:* Woonhuis bestaande uit: Sitkamer, 2 slaapkamers, kombuis, badkamer & toilet. Alles onder 'n teëldak. Die eiendom is omhein met beton mure.

*Onderhewig aan:* Sekere serwitute gehou onder Titelaktenommer T61939/99.

Geen verbeteringe en/of veranderinge word gewaarborg nie.

*Tersaaklike voorwaardes van verkoping is:*

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping, en onmiddellik inbesitneming is nie gewaarborg nie.

3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod, waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die Eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die Balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastinge, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van artikel 50 van die Plaaslike Staatsordinansie (Transvaal) 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 4de dag van Desember 2001.

Van Rensburg Schoon & Cronje, 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park. (Tel. 970-1203.) (Verw. Mev. Jacobus/K1871.) (Rekeningnommer 80-5093-4526.)

Saak No. 3968/2001

## IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK

**In die saak tussen ABSA BANK BEPERK, Eiser, en LN HITGE, Eerste Verweerder, en  
C J J HITGE, Tweede Verweerder**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, by die Baljukantore te Commissionerstraat 105, Kempton Park, op die 31ste dag van Januarie 2002 om 10h00, van die ondergenoemde onroerende eiendom, gehou word. Die verkoopvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar:

*Sekere:* Erf 2275, Van Riebeeck Park Uitbreiding 10-dorpsgebied, Registrasieafdeling I.R., Provinsie van Gauteng.

*Sonering:* Residensiële woning.

*Groot:* 864 (agt honderd vier en sestig) vierkante meter.

*Geleë te:* 13 Citra Straat, Van Riebeeck Park, Kempton Park.

*Bestaande uit:* Woonhuis bestaande uit: Sitkamer, eetkamer, 3 slaapkamers, kombuis, 2 badkamers, 2 toilette en TV kamer.

*Buitegeboue:* Afdak en oprit. Alles onder 'n teëldak. Die eiendom is omhein met baksteen mure.

*Onderhewig aan:* Sekere serwitute gehou onder Titelaktenommer T122329/99.

Geen verbeteringe en/of veranderinge word gewaarborg nie.

*Tersaaklike voorwaardes van verkoping is:*

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshofwet.

2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping, en onmiddellik inbesitneming is nie gewaarborg nie.

3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod, waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die Eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die Balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastinge, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van artikel 50 van die Plaaslike Staatsordinansie (Transvaal) 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 30ste dag van November 2001.

Van Rensburg Schoon & Cronje, 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park. (Tel. 970-1203.) (Verw. Mev Jacobs/H1595.) (Rekeningnommer: 80-5153-4634.)

Saak No. 4900/2000

## IN DIE HOOGGEREGSHOF VAN SUID-AFRICA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen FERROBOND (EDMS) BEPERK, Eiser, en LE ROUX, MICHAEL COENRAAD, 1ste Verweerder, en  
LE ROUX, MAGRIETHA ELIZABETH FREDRIKA MAGDALENA, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op die 16de dag van Maart 2000 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Benoni, op die 31ste dag van Januarie 2002 om 09h00 te Princeslaan 180, Benoni, verkoop:

*Sekere:* Erf 1549, geleë in die Dorpsgebied Crystal Park Uitbreiding 2, Registrasie Afdeling I.R., Provinsie Gauteng, beter bekend as Jacdawstraat 6, Crystal Park X2, groot 852 (agt honderd twee en vyftig) vierkante meter.

Ten tye van die opstel van hierdie kennisgewing was die volgende verbeteringe aangebring op die eiendom, maar word niks gewaarborg nie: 'n Woonhuis bestaande uit 'n sitkamer, eetkamer, 3 slaapkamers, 2 badkamers, kombuis en 1 motorhuis.

Die koper moet 'n deposito van 10% van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastinge betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrekk te word.

Die voorwaardes van verkoping lê ter insae by die kantore van die Balju te Princeslaan 180, Benoni.

Dyason Ing., Leopont, Prokureurs vir Eiser, Kerkstraat Oos 451, Pretoria. [Tel. (012) 334-3601.] [Verw. T du Plessis/AN (FB 1202).]



Case No: 24709/94

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and MOGALE, AARON SLIM, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve price, the price subject to the Plaintiff's approval will be held by the Sheriff at his offices at First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, on the 29th day of January 2002 at 10h00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Alberton:

*Certain:* Erf 831, Roodekoop Township, Registration Division I.R., Province of Gauteng, and also known as 13 Reebok Street, Leondale, measuring 805 (eight hundred and five) square metres.

*Improvements* (none of which are guaranteed) consisting of the following: Main building: Lounge, dining room, 3 x bedrooms, 1 x bathroom with shower and toilet, kitchen. Outbuilding: 1 x garage, 1 x toilet. Constructed: Brick under tiled roof.

*Terms:* 10% (ten percent) 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 other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this the 21st day of December 2001.

Rossouws Attorneys, Plaintiff's Attorneys, 8 Sherborne Road, Parktown, Johannesburg; P.O. Box 1588, Johannesburg, 2000. (Tel. 726-9000.) (Ref: Rossouw/vr/04/A6722E.)

Saaknr: 16918/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

**In die saak tussen: WESTELIKE VAAL METROPOLITAANSE SUBSTRUKTUUR, Eiser, en  
LABUSCHAGNE H M, Verweerder**

Ingevolge 'n vonnis van die Landdroshof van die distrik van Vanderbijlpark gedateer 15-2-2000 en 'n lasbrief vir eksekusie gedateer 29-2-2000 sal die volgende eiendom in eksekusie verkoop word op Vrydag, 25 Januarie 2002, te die Landdroshof van Vanderbijlpark, Generaal Hertzogstraat, Vanderbijlpark om 10h00.

*Erf:* Plot 152, Theoville, Vanderbijlpark, Registrasie Afdeling I.Q., Provinsie van Gauteng.

Eiendom bestaande uit: Onbekend.

Twintig persent (20%) van die koopprys is betaalbaar by sluiting van die koopvooreenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan artikel 68 van die Wet op Landdroshowe Nr. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie:

Die eiendom staan bekend as: Plot 152, Theoville, Vanderbijlpark.

Die volle voorwaardes kan nagegaan word by die kantore van die Balju van die Landdroshof, 1ste Vloer, Rietbok Gebou, te Generaal Hertzogstraat, Vanderbijlpark, en by die kantore van die Eiser se prokureurs.

Geteken te Vanderbijlpark op hierdie 13de dag van Desember 2001.

(Get) Mnr. H. Scheepers, Gys Louw & Vennote Ing., Gys Louw Forum, Hertz Boulevard 26, Vanderbijlpark. [Tel No: (016) 931-1755.] (Verw. HS/mb/W189/787.)

Saaknr: 16146/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

**In die saak tussen: WESTELIKE VAAL METROPOLITAANSE SUBSTRUKTUUR, Eiser, en  
MARAKALLA M S, Verweerder**

Ingevolge 'n vonnis van die Landdroshof van die distrik van Vanderbijlpark gedateer 7-2-2000 en 'n lasbrief vir eksekusie gedateer 29-2-2000 sal die volgende eiendom in eksekusie verkoop word op Vrydag, 25 Januarie 2002, te die Landdroshof van Vanderbijlpark, Generaal Hertzogstraat, Vanderbijlpark om 10h00.

*Erf:* 594, C W 6, Ext 1, Vanderbijlpark, Registrasie Afdeling I.Q., Provinsie van Gauteng.

Eiendom bestaande uit: Onbekend.

Twintig persent (20%) van die koopprys is betaalbaar by sluiting van die koopvooreenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe Nr. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as: Erf 594, C W 6, Ext 1, Shakespearstr. 46, Vanderbijlpark.

Die volle voorwaardes kan nagegaan word by die kantore van die Balju van die Landdroshof, 1ste Vloer, Rietbok Gebou, te Generaal Hertzogstraat, Vanderbijlpark, en by die kantore van die Eiser se prokureurs.

Geteken te Vanderbijlpark op hierdie 13de dag van Desember 2001.

(Get) Mnr. H. Scheepers, Gys Louw & Vennote Ing, Gys Louw Forum, Hertz Boulevard 26, Vanderbijlpark. [Tel. No: (016) 931-1755.] (Verw. HS/mb/W189/352.)

Saaknr: 15669/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

**In die saak tussen: WESTELIKE VAAL METROPOLITAANSE SUBSTRUKTUUR, Eiser, en CHAUKE S M, Verweerder**

Ingevolge 'n vonnis van die Landdroshof van die distrik van Vanderbijlpark gedateer 7-12-2000 en 'n lasbrief vir eksekusie gedateer 7-12-2000 sal die volgende eiendom in eksekusie verkoop word op Vrydag, 25 Januarie 2002, te die Landdroshof van Vanderbijlpark, Generaal Hertzogstraat, Vanderbijlpark om 10h00.

Erf: 263, C W 4, Vanderbijlpark, Registrasie Afdeling I.Q., Provinsie van Gauteng.

Eiendom bestaande uit: Onbekend.

Twintig persent (20%) van die koopprijs is betaalbaar by sluiting van die koopvooreenoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe, Nr. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as: Erf 263, C W 4, Uys Krigestr. 25, Vanderbijlpark.

Die volle voorwaardes kan nagegaan word by die kantore van die Balju van die Landdroshof, 1ste Vloer, Rietbok Gebou te Generaal Hertzogstraat, Vanderbijlpark, en by die kantore van die Eiser se prokureurs.

Geteken te Vanderbijlpark op hierdie 13de dag van Desember 2001.

(Get) Mnr. H. Scheepers, Gys Louw & Vennote Ing., Gys Louw Forum, Hertz Boulevard 26, Vanderbijlpark. [Tel. No: (016) 931-1755.] (Verw: HS/mb/W189/146.)

Saaknr: 15702/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

**In die saak tussen: WESTELIKE VAAL METROPOLITAANSE SUBSTRUKTUUR, Eiser, en MASIEA I V, Verweerder**

Ingevolge 'n vonnis van die Landdroshof van die distrik van Vanderbijlpark gedateer 7-12-2000 en 'n lasbrief vir eksekusie gedateer 7-12-2000 sal die volgende eiendom in eksekusie verkoop word op Vrydag, 25 Januarie 2002, te die Landdroshof van Vanderbijlpark, Generaal Hertzogstraat, Vanderbijlpark om 10h00.

Erf: 620, Gedeelte 3, Vanderbijlpark, Registrasie Afdeling I.Q., Provinsie van Gauteng.

Eiendom bestaande uit: Onbekend.

Twintig persent (20%) van die koopprijs is betaalbaar by sluiting van die koopvooreenoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe, Nr. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as: Erf 620, Ged. 3, 1A C M v/d Heeverstraat, C W 4, Vanderbijlpark.

Die volle voorwaardes kan nagegaan word by die kantore van die Balju van die Landdroshof, 1ste Vloer, Rietbok Gebou te Generaal Hertzogstraat, Vanderbijlpark, en by die kantore van die Eiser se prokureurs.

Geteken te Vanderbijlpark op hierdie 13de dag van Desember 2001.

(Get) Mnr. H. Scheepers, Gys Louw & Vennote Ing., Gys Louw Forum, Hertz Boulevard 26, Vanderbijlpark. [Tel. No: (016) 931-1755.] (Verw: HS/mb/W189/194.)

Saaknr: 15690/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

**In die saak tussen: WESTELIKE VAAL METROPOLITAANSE SUBSTRUKTUUR, Eiser, en LEGAE M C, Verweerder**

Ingevolge 'n vonnis van die Landdroshof van die distrik van Vanderbijlpark gedateer 24-1-2000 en 'n lasbrief vir eksekusie gedateer 28-1-2000 sal die volgende eiendom in eksekusie verkoop word op Vrydag, 25 Januarie 2002, te die Landdroshof van Vanderbijlpark, Generaal Hertzogstraat, Vanderbijlpark om 10h00.

Erf: 501, C W 4, Vanderbijlpark, Registrasie Afdeling I.Q., Provinsie van Gauteng.

Eiendom bestaande uit: Onbekend.

Twintig persent (20%) van die koopprys is betaalbaar by sluiting van die koopvooreenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshof, Nr. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as: Erf 501, C W 4, J van Mellestr. 33, Vanderbijlpark.

Die volle voorwaardes kan nagegaan word by die kantore van die Balju van die Landdroshof, 1ste Vloer, Rietbok Gebou te Generaal Hertzogstraat, Vanderbijlpark, en by die kantore van die Eiser se prokureurs.

Geteken te Vanderbijlpark op hierdie 13de dag van Desember 2001.

(Get) Mnr. H. Scheepers, Gys Louw & Vennote Ing., Gys Louw Forum, Hertz Boulevard 26, Vanderbijlpark. [Tel. No: (016) 931-1755.] (Verw: HS/mb/W189/182.)

**Saaknr: 16813/99**

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

**In die saak tussen: WESTELIKE VAAL METROPOLITAANSE SUBSTRUKTUUR, Eiser, en MAKUA T T, Verweerder**

Ingevolge 'n vonnis van die Landdroshof van die distrik van Vanderbijlpark gedateer 9-02-2000 en 'n lasbrief vir eksekusie gedateer 29-02-2000 sal die volgende eiendom in eksekusie verkoop word op Vrydag, 25 Januarie 2002, te die Landdroshof van Vanderbijlpark, Generaal Hertzogstraat, Vanderbijlpark om 10h00.

Erf: 56. Bonanne, Vanderbijlpark, Registrasie Afdeling I.Q., Provinsie van Gauteng.

Eiendom bestaande uit: Onbekend.

Twintig persent (20%) van die koopprys is betaalbaar by sluiting van die koopvooreenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshof, Nr. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as: Erf 56, Kristalstraat 20, Bonanne, Vanderbijlpark.

Die volle voorwaardes kan nagegaan word by die kantore van die Balju van die Landdroshof, 1ste Vloer, Rietbok Gebou te Generaal Hertzogstraat, Vanderbijlpark, en by die kantore van die Eiser se prokureurs.

Geteken te Vanderbijlpark op hierdie 13de dag van Desember 2001.

(Get) Mnr. H. Scheepers, Gys Louw & Vennote Ing., Gys Louw Forum, Hertz Boulevard 26, Vanderbijlpark. [Tel. No: (016) 931-1755.] (Verw: HS/mb/W189/645.)

**Case No. 12711/99**

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

**In the matter between: ABSA BANK LIMITED, Execution Creditor, and CHOPDAT: FATIMA, Execution Debtor**

Pursuant of a judgment in the above Honourable Court and a warrant of execution the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Benoni, on Friday, the 30th day of January 2002 at 11h00 at the Magistrate's Court at Harpur Avenue, Benoni, without reserve to the highest bidder:

*Certain:* Erf 74, Dewald Hatting Park Township, Registration Division I.R., Gauteng, also known as 12 Roan Street, Dewald Hatting Park, Benoni, measuring 772 (square metres), held by Deed of Transfer Number T22010/93.

*Zone:* Special Residential.

The following improvements on the property are reported, though in this regard nothing is guaranteed: *Main building:* Face brick building with tiled roof, 3 x bedrooms, lounge, diningroom, melamine kitchen, 2 x bathrooms/shower. *Outbuildings:* 2 x garages, servant's room, face brick walls, brick paving.

*Material conditions of sale:*

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

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

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

Dated at Springs on this 5th day of November 2001.

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



Saaknommer: 2000/5018

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Witwatersrand Plaaslike Afdeling)

**In die saak tussen: ABSA BANK BEPERK, Eiser, en LE ROUX; HENDRIK JOHANNES  
CRISTOFFEL, 1ste Verweerder, LE ROUX, BETTY, 2de Verweerder**

Ter uitwinning van 'n vonnis in die bogemelde Agbare Hof, gedateer die 20ste dag van April 2001, sal 'n verkoping sonder 'n reserweprys as 'n eenheid gehou word te Balju Johannesburg Suid, te Jutstraat 69 Braamfontein, op 31 Januarie 2002 om 10h00 van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê te Balju Johannesburg Suid aan die hoogste bieder:

Gedeelte 1 van Erf 274, Regents Park Estate Dorpsgebied, Registrasie Afdeling I.R., Gauteng, groot: 248 (tweehonderd agt-en-veertig) vierkante meter, gehou kragtens Sertifikaat van Eienaarskap T25891/1987.

**Sonering:** Woonhuis, geleë te Marjoriestraat 53, Regents Park.

Die volgende inligting word verskaf insake verbetering, alhoewel geen waarborg in verband daarmee gegee kan word nie: 'n Woonhuis bestaande uit: Ingangsportaal, woonkamer, kombuis, 2 slaapkamers, badkamer & w.c., enkel motorhuis, bediende kamer.

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

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

Gedateer te Johannesburg op hierdie 12de dag van Desember 2001.

Tim du Toit & Kie Ing, Weststraat 33, Houghton, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel: (011) 483-3800.] (Verw: Mnr. A. van der Merwe/tv/FR22.)

Saak No. 01/6758

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en ABDALLAH, RAYMOND ZAFEZ, Verweerder**

Ter uitwinning van 'n vonnis in die bogemelde Agbare Hof, gedateer die 28ste dag van Mei 2001, sal 'n verkoping sonder 'n reserweprys as 'n eenheid gehou word te Balju Johannesburg Suid, te 69 Jutstraat, Braamfontein, op 31 Januarie 2002 om 10h00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê te Balju, Johannesburg Suid, aan die hoogste bieder:

Erf 178, Mondeor Dorpsgebied, Registrasie Afdeling I.R., Gauteng, groot 1 153 (een duisend een honderd drie en vyftig) vierkante meter, gehou kragtens Sertifikaat van Eienaarskap T10535/2000.

**Sonering:** Woonhuis, geleë te Enfordweg 324, Mondeor.

Die volgende inligting word verskaf insake verbetering, alhoewel geen waarborg in verband daarmee gegee kan word nie: 'n woonhuis bestaande uit woonkamer, kombuis, eetkamer, 3 slaapkamers, badkamers & w.c., aparte w.c., enkel motorhuis, bediende kamer.

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

Afslaersgelde betaalbaar op die dag van die verkoping sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n maksimum van R30 000,00 (dertigduisend rand) en daarna 3% (drie persent) tot maksimum fooi van R7 000,00 (sewe duisend rand) met 'n minimum van R300,00 (drie honderd rand).

Gedateer te Johannesburg op hierdie 12de dag van Desember 2001.

Tim Du Toit & Kie Ing., West Straat 33, Houghton, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 483-3800.] (Verw. Mnr A van der Merwe/tv/FA16.)

Saak No. 99/2138

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en POTTAS DIALENE, Verweerder**

Ter uitwinning van 'n vonnis in die bogemelde Agbare Hof, gedateer die 19de dag van Maart 1999, sal 'n verkoping sonder 'n reserweprys as 'n eenheid gehou word te Balju, Johannesburg Noord, te 69 Jutstraat, Braamfontein, Johannesburg op 18 Januarie 2002 om 10h00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê te Balju, Johannesburg Noord, aan die hoogste bieder:

Erf 143, Auckland Park Dorpsgebied, Registrasie Afdeling I.R., Gauteng, groot 1 983 (een duisend nege honderd drie en tagtig) vierkante meter, gehou kragtens Sertifikaat van Eienaarskap T11558/1986.

**Sonering:** Woonhuis, geleë te 52 Richmond Laan, Auckland Park.

Die volgende inligting word verskaf insake verbetering, alhoewel geen waarborg in verband daarmee gegee kan word nie: 'n Woonhuis bestaande uit ingangsportaal, 2 woonkamers, 2 eetkamers, aantrek kamer, familie kamer, 5 slaapkamers, badkamer & w.c., badkamer & w.c. & stort, 2 kombuise, opwas kamer, was kamer, patio, 2 buite geboue, dubbel motorhuis, 3 motorafdakke, stoorkamer, 2 gebruikskamers, w.c. & stort.

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

Afslaersgelde betaalbaar op die dag van die verkoping sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n maksimum van R30 000,00 (dertigduisend rand) en daarna 3% (drie persent) tot maksimum fooi van R7 000,00 (sewe duisend rand) met 'n minimum van R300,00 (drie honderd rand).

Gedateer te Johannesburg op hierdie 12de dag van Desember 2001.

Tim Du Toit & Kie Ing., West Straat 33, Houghton, Johannesburg. [Tel. (011) 483-3800.] (Verw. Mnr A van der Merwe/tv/FP25.)

Saak No. 01/7763

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en NOBLE, DANIEL DENNIS, Verweerder**

Ter uitwinning van 'n vonnis in die bogemelde Agbare Hof, gedateer die 6de dag van September 2001, sal 'n verkoping sonder 'n reserweprys as 'n eenheid gehou word te Balju, Johannesburg Wes, te 69 Jutstraat, Braamfontein, Johannesburg op 31 Januarie 2002 om 10h00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê te Balju, Johannesburg Wes, aan die hoogste bieder:

Erf 1488, Newlands Dorpsgebied, Registrasie Afdeling I.R., Gauteng, groot 248 (twee honderd agt en veertig) vierkante meter, gehou kragtens Sertifikaat van Eienaarskap T14500/1992.

**Sonering:** Woonhuis, geleë te 54 11de Straat, Newlands.

Die volgende inligting word verskaf insake verbetering, alhoewel geen waarborg in verband daarmee gegee kan word nie: 'n Woonhuis bestaande uit ingangsportaal, woonkamer, kombuis, 2 slaapkamers, badkamer & w.c.

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

Afslaersgelde betaalbaar op die dag van die verkoping sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n maksimum van R30 000,00 (dertigduisend rand) en daarna 3% (drie persent) tot maksimum fooi van R7 000,00 (sewe duisend rand) met 'n minimum van R300,00 (drie honderd rand).

Gedateer te Johannesburg op hierdie 12de dag van Desember 2001.

Tim Du Toit & Kie Ing., West Straat 33, Houghton, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 483-3800.] (Verw. Mnr A van der Merwe/tv/FN38.)

Case No. 26913/99

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

**In the matter between BOE BANK LIMITED, Plaintiff, and STEPHEN ALPHONEAS BURDS, First Defendant, and MARY BURDS, Second Defendant**

Pursuant to a judgment granted by this Honourable Court on 7 February 2001, and a warrant of execution, the undermentioned property will be sold in execution by the Sheriff of the Supreme Court, Nigel, on Friday, 8 February 2002, at 09h00 at the Sheriff's Office, Nigel at the Magistrate's Court, Kerk Street, Nigel, to the highest bidder:

Erf 704, Alrapark Township, Registration Division I.R., the Province of Gauteng, in extent 271 (two hundred and seventy one) square metres, held by Deed of Transfer T16853/1994, also known as 40 Apple Crescent, Alrapark, Nigel.

The following information is forwarded regarding the improvements on the property, although nothing can be guaranteed in this regard: Lounge, kitchen, 1 bedroom, 1 bathroom.

The purchaser should pay a deposit of 10% of the purchase price and also the Sheriff of the Supreme Court's fees on the day of the sale and the balance price at registration of transfer, and secured by a bank guarantee approved by Plaintiff's Attorneys, to be given to the Sheriff of the Supreme Court within fourteen days after the sale.

The abovementioned property will be sold on the conditions read out by the Sheriff of the Supreme Court at the time of sale, which will be available for viewing at the abovenamed Sheriff of Nigel.

Dated at Kempton Park on this 12th day of December 2001.

J G Joubert, Joubert, Scholtz Incorporated, 11 Heide Street, Kempton Park; P O Box 1300, Kempton Park. [Tel. (011) 394-2676.]; c/o 8 Vloer, Charter House, 179 Bosman Street, Pretoria. (Ref. Mr JOUBERT/IVY GOUWS/EV/N467/99/N13/196.) (Acc No: 841 010 9602.)

Case No. 24720/1999

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

**In the matter between BOE BANK LIMITED, Plaintiff, and RAGAVAN MOOTHSAAMY, First Defendant, and SANDRA MOOTHSAAMY, Second Defendant**

Pursuant to a judgment granted by this Honourable Court on 4 October 1999, and a warrant of execution, the undermentioned property will be sold in execution by the Sheriff of the Supreme Court, Nigel, on Friday, 8 February 2002, at 09h00 at the Sheriff's office, Nigel at the Magistrate's Court, Kerk Street, Nigel, to the highest bidder:

Erf 295, MacKenzieville Extension 1 Township, Registration Division I.R., the Province of Gauteng, in extent 622 (six hundred and twenty two) square metres, held by Deed of Transfer T22817/1988, also known as 20 Delhi Street, Mackenzieville Ext 1, Nigel.

the following information is forwarded regarding the improvements on the property, although nothing can be guaranteed in this regard: Lounge, kitchen, bedroom, bathroom.

The purchaser should pay a deposit of 10% of the purchase price and also the Sheriff of the Supreme Court's fees on the day of the sale and the balance price at registration of transfer, and secured by a bank guarantee approved by Plaintiff's Attorneys, to be given to the Sheriff of the Supreme Court within fourteen days after the sale.

The abovementioned property will be sold on the conditions read out by the Sheriff of the Supreme Court at the time of sale, which will be available for viewing at the abovementioned Sheriff of Nigel.

Dated at Kempton Park on this 13th day of December 2001.

J G Joubert, Joubert, Scholtz Incorporated, 11 Heide Street, Kempton Park, P O Box 1300, Kempton Park. [Tel. (011) 394-2676.]; c/o 8 Vloer, Charter House, 179 Bosman Street, Pretoria. (Ref. Mr JOUBERT/IG/EV/N437/99.) (Acc. No. 841 006 2575.)

Saak No. 27382/2001

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en HORSTMAN MARIETA - ID 4709040138085, Verweerder**

'n Openbare veiling sonder reserwe prys word gehou te Kamer 603A, Olivettihuis, h/v Schubart & Pretoriusstrate, Pretoria, op 31 Januarie 2002 om 10h00 van:

Gedeelte 35 van Erf 2800, Danville Uitbreiding 3 Dorpsgebied, Registrasie Afdeling JR, Gauteng, groot 387 (driehonderd sewe en tagtig) vierkante meter, gehou kragtens Akte van Transport T94578/1998.

**Straatadres:** Bruinvingergras Singel 85, Danville Uitbreiding 3, Pretoria.

**Verbeterings:** Sitkamer, eetkamer, kombuis, 2 slaapkamers, badkamer.

Die omvang in verbeterings word nie gewaarborg nie.

Verkoopsvoorwaardes lê ter insae by Balju Pretoria-Wes Olivettihuis 607, h/v Schubart & Pretoriusstrate, Pretoria.

Rooth & Wessels, Pretoria. (Tel. 300-3027.) (Verw. GEYSER/Mev MARE/X32.)



Saak No. 17644/2001

## IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK

**In die saak tussen ABSA BANK BEPERK, Eiser, en NOFUNIDLE SIDAKWA, Verweerder**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, by die Baljukantore, te Commissionerstraat 105, Kempton Park, op die 31ste dag van Januarie 2002 om 10h00, van die ondergenoemde onroerende eiendom, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar:

*Sekere:*

## 1. 'n Eenheid bestaande uit:

(a) Eenheid No. 5, soos getoon en meer volledig beskryf op Deelplan No. SS177/2000, in die skema bekend as Ebony Gardens, ten opsigte van die grond en gebou of geboue geleë te Chloorkop Dorpsgebied, Edenvale/Modderfontein Substruktuur, van welke deel die vloeroppervlakte volgens genoemde deelplan 76 (ses-en-sewentig) vierkante meter 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 Sertifikaat van Geregistreerde Deeltitel ST21853/2001.

2. 'n Uitsluitlike gebruiksgebied beskryf as Tuin No. G5, groot 110 (eenhonderd-en-tien) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as Ebony Gardens, ten opsigte van die grond en gebou of geboue geleë te Chloorkop Dorpsgebied, Edenvale/Modderfontein Substruktuur, soos getoon en vollediger beskryf op Deelplan No. SS177/2000, gehou kragtens Notariële Akte van Sessie No. SK1126/2001.

3. 'n Uitsluitlike gebruiksgebied beskryf as Afdak No. C5, groot 22 (twee-en-twintig) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as Ebony Gardens, ten opsigte van die grond en gebou of geboue geleë te Chloorkop Dorpsgebied, Edenvale/Modderfontein Substruktuur, soos getoon en vollediger beskryf op Deelplan No. SS177/2000, gehou kragtens Notariële Akte van Sessie No. SK1126/2001.

4. 'n Uitsluitlike gebruiksgebied beskryf as Tuin No. G9, groot 8 (agt) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as Ebony Gardens, ten opsigte van die grond en gebou of geboue geleë te Chloorkop Dorpsgebied, Edenvale/Modderfontein Substruktuur, soos getoon en vollediger beskryf op Deelplan No. SS177/2000, gehou kragtens Notariële Akte van Sessie No. SK1126/2001.

*Sonering:* Residensiële woning, geleë te Alphaweg 11, Chloorkop, Kempton Park.

*Bestaande uit:* Woonhuis bestaande uit: Geen beskrywing beskikbaar.

Geen verbetering en/of verandering word gewaarborg nie.

*Tersaaklike voorwaardes van verkoping is:*

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.

2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping, en onmiddellike inbesitneming is nie gewaarborg nie.

3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod, waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die Eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die Balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastinge, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van Artikel 50 van die plaaslike Staatsordinansie (Transvaal), 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 12de dag van Desember 2001.

Van Rensburg Schoon & Cronje, No. 8 Die Eike, h/v Monumentweg en Longstraat, Kempton Park. (Tel. 970-1203.) (Verw. mev. Jacobs/S4240.) (Rek. No. 80-5340-8100.)

Saak No. 10020/01

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en VALORTRADE 1029 CC, Verweerder**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, by die Baljukantore, te Commissionerstraat 105, Kempton Park, op die 31ste dag van Januarie 2002 om 10h00, van die ondergenoemde onroerende eiendom, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar:

*Sekere* Hoewe 120, Brentwood Park Landbouhoewes Uitbreiding 1, Registrasieafdeling I.R., provinsie van Gauteng.

*Sonering:* Residensiële woning, groot 2,0263 (twee komma nul twee ses drie) hektaar, geleë te 120 Derdeweg, Hoewe 120, Brentwood Park Landbouhoewes, Kempton Park.

*Bestaande uit:* Woonhuis bestaande uit sitkamer, eetkamer, 3 slaapkamers, kombuis, opwaskamer, 2 badkamers, 3 toilette, studeerkamer en TV kamer. *Buitegeboue:* 6 motorhuise.

*Onderhewig aan:* Sekere serwitute gehou onder Titelakte No. T148834/2000.

Geen verbetering en/of veranderinge word gewaarborg nie.

*Tersaaklike voorwaardes van verkoping is:*

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.
2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping, en onmiddellike inbesitneming is nie gewaarborg nie.
3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod, waarborg vir die balans binne 30 dae na veiling.
4. Die koper sal aanspreeklik wees om die Eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die Balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastinge, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van Artikel 50 van die plaaslike Staatsordinansie (Transvaal), 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 28ste dag van November 2001.

Van Rensburg Schoon & Cronje, No. 8 Die Eike, h/v Monumentweg en Longstraat, Kempton Park. (Tel. 970-1203.) (Verw. mev. Jacobs/V3910.) (Rek. No. 80-5244-2189.)

**Saak No. 13370/99**

# IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK

## **In die saak tussen ABSA BANK BEPERK, Eiser, en ANDREA MARX, Verweerder**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, by die Baljukantore, te Commissionerstraat 105, Kempton Park, op die 31ste dag van Januarie 2002 om 10h00, van die ondergenoemde onroerende eiendom, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar.

Sekere Erf 100, Norkem Park Dorpsgebied, Registrasieafdeling I.R., provinsie van Gauteng.

*Sonering:* Residensiële woning, groot 991 (negehoenderd een-en-negentig) vierkante meter, geleë te 40 P A du Plessis Avenue, Norkem Park, Kempton Park.

*Bestaande uit:* Woonhuis bestaande uit sitkamer, eetkamer, 3 slaapkamers, kombuis, 2 badkamers en 2 toilette. *Buitegeboue:* 2 motorhuise, swembad en oprit, alles onder 'n teëldak. Die eiendom is omhein met steenmure, onderhewig aan sekere serwitute gehou onder Titelakte No. T65320/98.

Geen verbetering en/of veranderinge word gewaarborg nie.

*Tersaaklike voorwaardes van verkoping is:*

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.
2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping, en onmiddellike inbesitneming is nie gewaarborg nie.
3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod, waarborg vir die balans binne 30 dae na veiling.
4. Die koper sal aanspreeklik wees om die Eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die Balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastinge, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van Artikel 50 van die plaaslike Staatsordinansie (Transvaal), 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 12de dag van Desember 2001.

Van Rensburg Schoon & Cronje, No. 8 Die Eike, h/v Monumentweg en Longstraat, Kempton Park. (Tel. 970-1203.) (Verw. mev. Jacobs/M3827.) (Rek. No. 80-4678-8668.)

**Case No. 99/9450**

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

### **In the matter between ABSA BANK LIMITED (Account No. 80-4341-9313), Plaintiff, and OELOFSE, JOHANNES ANDRIES, First Defendant, and OELOFSE, DESIREE ANN, Second Defendant**

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, the price subject to the Plaintiff's approval, will be held by the Sheriff at his offices at 69 Juta Street, Braamfontein, on the 31st day of January 2002 at 10:00, of the undermentioned property of the Defendants 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 Offices of the Sheriff, Jhb. South:

Certain Erf 594, Kenilworth Township, Registration Division I.R., the Province of Gauteng, and also known as 225 Church Street, Kenilworth, measuring 495m<sup>2</sup> (four nine five) square metres.

*Improvements* (none of which are guaranteed) consisting of the following: *Main building*: Entrance hall, lounge, kitchen, 3 bedrooms and bathroom/w.c. *Outbuilding*: Garage, carport, 2 servants' rooms, w.c. and swimming-pool. *Constructed*: Brick under tile roof.

*Terms*: 10% (ten percent) 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 other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this 12th day of December 2001.

Roussouws Attorneys, Plaintiff's Attorneys, 8 Sherwood Road, Parktown (P.O. Box 1588), Johannesburg. (Tel. 726-9000.) (Ref. Rossouw/ct/04/A5029E.)

**Saak No. 5966/97**

IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK

**In die saak tussen ABSA BANK BEPERK, Eiser, en ROBERT D. SANSOM, Eerste Verweerder, en ALISON SANSOM, Tweede Verweerder**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, by die Baljukantore, te Commissionerstraat 105, Kempton Park, op die 31ste dag van Januarie 2002 om 10h00, van die ondergenoemde onroerende eiendom, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar:

Sekere Erf 38, Birchleigh Dorpsgebied, Registrasieafdeling I.R., Transvaal.

*Sonering*: Residensiële woning, groot 1 041 (eenduisend een-en-veertig) vierkante meter, geleë te Kareestraat 40, Birchleigh, Kempton Park.

*Bestaande uit*: Woonhuis bestaande uit sitkamer, eetkamer, 3 slaapkamers, kombuis, badkamer en toilet. *Buitegeboue*: Motorhuis, 2 afdakke en oprit, alles onder 'n teëldak. Die eiendom is omhein met betonmure.

*Onderhewig aan*: Sekere servitute gehou onder Titellakte No. T66810/94.

Geen verbeteringe en/of veranderinge word gewaarborg nie.

*Tersaaklike voorwaardes van verkoping is*:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.

2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping, en onmiddellike inbesitneming is nie gewaarborg nie.

3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod, waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die Eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die Balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastinge, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van Artikel 50 van die plaaslike Staatsordinansie (Transvaal), 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 12de dag van Desember 2001.

Van Rensburg Schoon & Cronje, No. 8 Die Eike, h/v Monumentweg en Longstraat, Kempton Park. (Tel. 970-1203.) (Verw. mev. Jacobs/S2332.) (Rek. No. 80-4192-2485.)

**Case No. 00/7425**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DOROTHEA MAGDALENA JOSINA BOSHOFF, Defendant**

Notice is hereby given that on 31 January 2002 at 09h00, the undermentioned property will be sold by public auction at the Offices of the Sheriff, Benoni, 180 Princess Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 28 April 2000, namely:

Certain Portion 84 (a portion of Portion 3) of the farm Zesfontein No. 27, Registration Division I.R., the Province of Gauteng, situate at Portion 84 (a portion of Portion 3), of the farm Zesfontein No. 27, Benoni (84 Leopard Street).

The following improvements (which are not warranted to be correct) exist on the property: Vacant land.

The full conditions of sale may be inspected at the Offices of the Sheriff, Benoni, 180 Princes Avenue, Benoni.

Dated at Boksburg on this 12th day of December 2001.

Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. L. Pinheiro/H90679.)



Case No. 9010/00

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARCH JULIA LIWANE, Defendant**

Notice is hereby given that on the 31 January 2002, at 09h00 the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 180 Princess Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 11 May 2000, namely:

*Certain:* Erf 6450, Benoni Ext 18, Registration Division I.R., the Province of Gauteng, situate at 8 Christien Street, Benoni Ext 18.

The following improvements (which are not warranted to be correct) exist on the property:

Detached single storey brick residence consisting of: 3 bedrooms, 2 bathrooms, kitchen, lounge, dining room, family room, double garage, room with toilet, swimming pool.

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 180 Princes Avenue, Benoni.

Dated at Boksburg on this the 28 November 2001.

Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. L PINHEIRO/H90746.)

Case No. 21075/01

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and MOHLAPAMETSE WALLY PHASHA, Defendant**

Notice is hereby given that on the 1 February 2002, at 11h15, the undermentioned property will be sold by public auction at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, pursuant to a judgment in this matter granted by the above Honourable Court on 22 October 2001, namely:

*Certain:* Erf 1810, Dawn Park Ext 26, Registration Division I.R., the Province of Gauteng, situate at 2 Dagbreek Street, Dawn Park Ext 26, Boksburg.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of: 3 Bedrooms, bathroom, kitchen, lounge.

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

Dated at Boksburg on this the 8 November 2001.

C M Klinkert, Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. L PINHEIRO/S724.)

Case No. 16971/01

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and MARIUS LODEWYK NIENABER, Defendant**

Notice is hereby given that on the 1 February 2002, at 10h00 the undermentioned property will be sold by public auction at the offices of the Sheriff, 19 Pollock Street, Braamfontein, pursuant to a judgment in this matter granted by the above Honourable Court on 24 August 2001, namely:

*Certain:* Erf 1719, Greenhills Ext 3, Registration Division I.Q., the Province of Gauteng, situate at 8 Katherine Road, Greenhills Ext 3, Randfontein.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of entrance hall, 3 bedrooms, 3 bathrooms, kitchen, lounge, dining room, family room, laundry, 2 garages, servants quarters & toilet.

Full conditions can be inspected at the Sheriff's Office, 19 Pollock Street, Randfontein and will be read out prior to the sale.

Dated at Boksburg on this the 2 November 2001.

Tuckers Inc., CM Klinkert, 84 Trichardts Road, Ravenswood, Boksburg; Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. L Pinheiro/S708.)

Saak No. 1004/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING

**In die saak tussen ABSA BANK BEPERK, Nr. 86/04794/06, Eisier, en LANCE EWAN BLATT, Verweerder**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik van Vereeniging, sal die eiendom hierna vermeld per openbare veiling verkoop word te Keistraat 33, Three Rivers, Uitbreiding 1, Vereeniging, op 29 Januarie 2002 om 11h00:

*Sekere:* Erf 762, gelee in die dorpsgebied Three Rivers Uitbreiding 1, Registrasie Afdeling I.Q., Transvaal (Keistraat 33), groot 1 330 vierkante meter.

*Verbeterings:* Drie slaapkamers, badkamer, kombuis, sitkamer, buitekamer, afdak.

*Terme:* Een tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 14.5% per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju Landdroshof, Vereeniging binne veertien (14) dae vanaf datum van verkoping. Die verkoping is onderhewig aan Aartikel 66 van Wet op Landdroshowe Nr. 72 van 1944, soos gewysig.

*Voorwaardes:* Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die Balju Landdroshof, Vereeniging. Geteken te Vereeniging op 9de November 2001.

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

**Saak No. 3839/01**

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

**In die saak tussen ABSA BANK BEPERK, NR. 86/04794/06, Elser, en AHMED FAZEL CAJEE, Verweerder**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik van Vereeniging sal die eiendom hierna vermeld per openbare veiling verkoop word te Firolozestraat 4, Dadaville, Vereeniging, op 29 Januarie 2002 om 09h30:

*Sekere:* Erf 174, in die dorpsgebied van Dadaville, Registrasie Afdeling I.Q., Transvaal (Firolozestraat 4), groot 1 000 vierkante meter.

*Verbeterings:* Drie slaapkamers, twee badkamers, kombuis, sitkamer, eetkamer, twee motorhuise.

*Terme:* Een tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 14.5% per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju Landdroshof, Vereeniging binne veertien (14) dae vanaf datum van verkoping. Die verkoping is onderhewig aan Aartikel 66 van Wet op Landdroshowe Nr. 72 van 1944, soos gewysig.

*Voorwaardes:* Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die Balju Landdroshof, Vereeniging. Geteken te Vereeniging op 9de November 2001.

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

**Case No. 18697/01  
PH 507**

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

**In the matter between ABSA BANK LIMITED, Execution Creditor, and YELLOW STAR PROPERTIES 39 CC, First Execution Debtor, ROHITH, RAJ, Second Execution Debtor, ROHITH, RASHICA, Third Execution Debtor, and R & R ROHITH CC, Fourth Execution Debtor**

In terms of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned matter, a sale will be held on Thursday, the 31st day of January 2002 at 10h00 at the offices of the Sheriff, Johannesburg East, 69 Juta Street, Braamfontein, Johannesburg, of:

*Certain property:* Erf 1860, Houghton Estate Township, Registration Division I.R., the Province of Gauteng and measuring 3 965 (three thousand nine hundred and sixty five) square metres, held by Deed of Transfer T2089/01, situated at 3-13th Avenue, Houghton Estate, Houghton, Johannesburg.

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

*Description:*

*Consisting of:* Entrance hall, lounge, dining room, kitchen, study, 4 x bedrooms, bathroom/w.c./shower, 2 x bathroom w.c., separate w.c., family room, scullery, laundry, double garage, 2 x servant quarters and swimming pool.

The conditions may be examined at the offices of the Sheriff, Johannesburg North, (reference Mev Burger, Telephone number (011) 331-9836) or at the offices of Plaintiff's Attorneys, Messrs Blakes Maphanga Inc., 14 Plein Street, Johannesburg.

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

G Heyns, Blakes Maphanga Inc., Attorneys for the Plaintiff, 14 Plein Street, PO Box 5315, Johannesburg, 2000. [Tel. (011) 491-5500.] (Ref. G HEYNS/ab/A0151-48.)

Saak No. 26062/2001

## IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KEMPTON PARK GEHOU TE KEMPTON PARK

In die saak tussen: **ABSA BANK BEPERK, Eiser, en SELLO MIYGO THOLE, Eerste Verweerder, en NOMSA PRECIOUS MATHOLE, Tweede Verweerder**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju Kempton Park, by die baljukantore te Commissionerstraat 105, Kempton Park, op die 31ste dag van Januarie 2002 om 10h00 van die ondergenoemde onroerende eiendom, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar:

**Sekere:** Erf 1760, Norkem Park Uitb. 3 dorpsgebied, Registrasie Afdeling I.R., Provinsie van Gauteng.

**Sonering:** Residensiële woning, groot 1 000 (een duisend) vierkante meter, geleë te 39 Begal Weg, Norkem Park, bestaande uit woonhuis bestaande uit: Sitkamer, eetkamer, 3 slaapkamers, kombuis, 2 badkamers, 2 toilette & TV kamer. **Buitegeboue:** 2 motorhuise, swembad & oprit. Alles onder 'n teëldak.

**Onderhewig aan:** Sekere serwitute gehou onder Titelaktenommer T26211/97. Geen verbeteringe en/of veranderinge word gewaarborg nie.

**Tersaaklike voorwaardes van verkoping is:**

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.
2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping, en onmiddellike inbesitneming is nie gewaarborg nie.
3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod, waarborg vir die balans binne 30 dae na veiling.
4. Die koper sal aanspreeklik wees om die eksekusieskuldeiser se prokureurs van rekord, op voersaek, in fondse te plaas ten einde die balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes belasting, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van Artikel 50 van die plaaslike Staatsordinansie (Transvaal) 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 10de dag van Desember 2001.

Van Rensburg Schoon & Cronje, No 8 Die Eike, h/v Monumentweg & Longstraat, Kempton Park. (Tel. 970-1203.) (Verw. Mev. Jacobs/T1302.) (Rekeningnommer: 80-9206-1398.)

Saak No. 25006/2001

## IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KEMPTON PARK GEHOU TE KEMPTON PARK

In die saak tussen: **ABSA BANK BEPERK, Eiser, en MATLOU LAWRENCE SHILABYE, Verweerder**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju Kempton Park, by die baljukantore te Commissionerstraat 105, Kempton Park, op die 31ste dag van Januarie 2002 om 10h00 van die ondergenoemde onroerende eiendom, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar:

**Sekere:**

1. 'n Eenheid bestaande uit:

(a) Eenheid Nommer 5 soos getoon en meer volledig beskryf op Deelplan Nommer SS384/93 in die skema bekend as Pine Gardens ten opsigte van die grond en gebou of geboue geleë te Kempton Park Dorpsgebied, Plaaslike Owerheid van Kempton Park/Metropolitan Substruktuur van welke deel die vloeroppervlakte volgens genoemde deelplan 75 (vyf en sewentig) vierkante meter 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 Sertifikaat van Geregistreerde Deeltitel ST55475/97.

2. 'n Uitsluitlike gebruiksgebied beskryf as Parkeerarea P17, groot 11 (elf) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as Pine Gardens ten opsigte van die grond en gebou of geboue geleë te Kempton Park Dorpsgebied soos getoon en volledig beskryf op Deelplan Nommer SS384/1993 gehou kragtens Notariële Akte van Sessie Nommer SK3518/97.

**Sonering:** Residensiële woning, geleë te B14 Pine Gardens, Long Street, Kempton Park, bestaande uit woonhuis bestaande uit sitkamer, 2 slaapkamers, kombuis & badkamer.

Geen verbeteringe en/of veranderinge word gewaarborg nie.

**Tersaaklike voorwaardes van verkoping is:**

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.
2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping, en onmiddellike inbesitneming is nie gewaarborg nie.



3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod, waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes belasting, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van Artikel 50 van die plaaslike Staatsordinansie (Transvaal) 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 10de dag van Desember 2001.

Van Rensburg Schoon & Cronje, No 8 Die Eike, h/v Monumentweg & Longstraat, Kempton Park. (Tel. 970-1203.) (Verw. Mev. Jacobs/S4343.) (Rekeningnommer: 80-9206-7565.)

**Case No. 00/17268**

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

**In the matter between; NEDCOR BANK LIMITED, Plaintiff, and LESIBA ANDREW NKHUMISE, 1st Defendant, and NYAMEKA CECILIA NKHUMISE, 2nd Defendant**

Notice is hereby given that on the 29 January 2002, 10h00 of the undermentioned property will be sold by public auction at the Sheriff's Offices, 1st Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton pursuant to a judgment in this matter granted by the above Honourable Court on 22 August 2000, namely:

*Certain:* Erf 86, Roodekop, Registration Division I.R., the Province of Gauteng, situate at 127 Reedbok Street, Roodepoort, Alberton.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of 3 bedrooms, 2 bathrooms, kitchen, lounge, dining room.

The full conditions of sale may be inspected at the offices of the Sheriff, 1st Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton.

Dated at Boksburg on this the 27 November 2001.

Tuckers Inc, 84 Trichardts Road, Ravenswood, Boksburg. Box: 99 Boksburg, 1468. (Tel. 918-0550.) (Ref. L. Pinheiro/H90857.)

**Case No. 9451/89**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and FINGELENI SELINA NGOBESE, Defendant**

On the 1 February 2002 at 11h15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

*Certain:* Erf 421, Vosloorus, Registration Division I.R., the Province of Gauteng, situate at 421 Gama Street, Vosloorus, Boksburg.

*Improvements:* Detached single storey brick residence consisting of 2 bedrooms, bathroom, kitchen, lounge.

1. The sale shall be without reserve, and the property shall, subject to the Magistrate's Court Act 1944 and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges payable to the Local Authority.

4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.

5. No warranty is given in relation to the nature or description of the improvements.

Full conditions can be inspected at the Sheriff's Office and will be read out prior to the sale.

Dated at Boksburg on this the 26 November 2001.

Tuckers Inc, 84 Trichardts Road, Ravenswood, Boksburg. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. L. Pinheiro/H3050.)

**Case No. 00/12039**

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

**In the matter between; NEDCOR BANK LIMITED, Plaintiff, and PULENG GEORGE LEDWABA, 1st Defendant, and CYNTHIA GUGULETHU NTOMBIZONKE MNDAWENI, 2nd Defendant**

Notice is hereby given that on the 1 February 2002 at 11h15 the undermentioned property will be sold by public auction at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, pursuant to a judgment in this matter granted by the above Honourable Court on 29 June 2000, namely:

*Certain:* Erf 15909, Vosloorus Ext 16, Registration Division I.R., the Province of Gauteng, situate at 15909 Vosloorus Ext 16, Boksburg.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of 2 bedrooms, bathroom, kitchen, lounge, dining room & family room.

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

Dated at Boksburg on this the 27 November 2001.

Tuckers Inc, 84 Trichardts Road, Ravenswood, Boksburg. Box: 99 Boksburg, 1468. (Tel. 918-0550.) (Ref. L. Pinheiro/H90786.)

**Case No. 99/20764**

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and RODNEY NEVILLE KOEKEMOER, 1st Defendant, and LANA KOEKEMOER, 2nd Defendant**

Notice is hereby given that on the 1 February 2002 at 11h15 the undermentioned property will be sold by public auction at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, pursuant to a judgment in this matter granted by the above Honourable Court on 22 September 1999, namely:

*Certain:* Erf 325, Vandykpark, Registration Division I.R., the Province of Gauteng, situate at 33 Salie Road, Vandykpark, Boksburg.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of 3 bedrooms, bathroom, kitchen & lounge.

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

Dated at Boksburg on this the 27 November 2001.

Tuckers Inc, 84 Trichardts Road, Ravenswood, Boksburg. Box: 99 Boksburg, 1468. (Tel. 918-0550.) (Ref. L. Pinheiro/H90451.)

**Saak No. 17794/01**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING

**In die saak tussen; ABSA BANK BEPERK Nr. 86/04794/06, Eiser, en TLHATSOANE SIMON POONYANE, Eerste Verweerder, en MANKELEKU UMMUL-MUSTAFA POONYANE, Tweede Verweerder**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik van Vereeniging sal die eiendom hierna vermeld per openbare veiling verkoop word te Carbonweg 100, Steelpark, Vereeniging, op 29 Januarie 2002 om 12h00:

*Sekere:* Erf 97, in die dorpsgebied Steelpark, Registrasie Afdeling I.Q., Provinsie van Pretoria-Witwatersrand-Vereeniging (Carbonweg 100), groot 1 013 vierkante meter.

*Verbeterings:* Drie slaapkamers, twee badkamers, kombuis, sitkamer, eetkamer, twee motorhuise.

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

*Voorwaardes:* Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die Balju Landdroshof, Vereeniging. Geteken te Vereeniging op 22ste November 2001.

D. Hoffman, D J Malan & Hoffman, Lesliestraat 14, Vereeniging.

**Saak No. 17688/01**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING

**In die saak tussen: ABSA BANK BEPERK Nr. 86/04794/06, Eiser, en LETSHABA JAMES MATHIBELA, Verweerder**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik van Vereeniging sal die eiendom hierna vermeld per openbare veiling verkoop word te Berilweg 75, Waldrif, Vereeniging, op 29 Januarie 2002 om 10h00:

*Sekere:* Erf 404, in die dorpsgebied Waldrif, Registrasie Afdeling I.Q., Provinsie Gauteng (Berilweg 75), groot 1 105 vierkante meter.

*Verbeterings:* Drie slaapkamers, badkamer, kombuis, sitkamer, eetkamer, afdak.

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

**Voorwaardes:** Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die Balju Landdroshof, Vereeniging. Geteken te Vereeniging op 23ste November 2001.

D. Hoffman, D J Malan & Hoffman, Lesliestraat 14, Vereeniging.

**Saak No. 21838/2001**

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

**In die saak tussen: SAAMBOU BANK BEPERK, Eiser, en SOLOMON EDWARD SAAIS, 1ste Verweerder, en DEONITA SANDRA SAAIS, 2de Verweerder**

'n Verkoping sal plaasvind te Olivetti Gebou 603, h/v Schubart & Pretoriusstrate, Pretoria, op 31 Januarie 2002 om 10h00: 'n Eenheid bestaande uit:

a) Deel no 23 soos getoon en vollediger beskryf op Deelplan No SS74/82 in die skema bekend as Drakensberg ten opsigte van die grond of gebou of geboue geleë te Pretoria in die Plaaslike Bestuur Stadsraad van Pretoria van welke deel die vloeroppervlakte volgens voormelde deelplan 74 (vier en sewentig) vierkante meter groot is; en

b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken.

Gehou kragtens Akte van Transport ST8107/94.

Ook bekend as Woonstel No 300 Drakensberg, Skinnerstraat, Pretoria.

Besonderhede word nie gewaarborg nie en is soos volg: Sit/Eetkamer, kombuis, 1½ slaapkamers, badkamer.

Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae te die kantoor van die Balju, Olivetti Gebou 607, h/v Schubart & Pretoriusstrate, Pretoria.

Geteken te Pretoria oip hierdie 19 dag van November 2001.

S White, Wilsenach Van Wyk Goosen & Bekker, Sanlamsentrum, 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Mev. Kasselmann/SB2082.)

**Case No. 99/9879**

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and THEUNIS LOUWIES VAN ROOYEN, (Rek 51535561), 1st Defendant, and MYRA MAGDALENA VAN ROOYEN, 2nd Defendant**

In pursuance of a judgment and a warrant of execution issued in the above Honourable Court, the following property will be sold in execution by the Sheriff for Roodepoort South on 1 February 2002 at 10h00 at 10 Liebenberg Street, Roodepoort, to the highest bidder, namely:

Erf 2808, Witpoortjie Ext 10 Township, also known 63 Van Alkmar Street, Witpoortjie, measuring 693 square metres; held by Defendant under Title Deed No. T26552/1980.

The property is zoned Residential 1, although no guarantee in connection with this is given.

The property comprising of lounge, dining room, passage, kitchen, 1 ½ bathroom, bedrooms 3, garage, servant quarters, store room.

**Material conditions of sale:** 10% of the purchase price and auctioneer's charges in cash on the day of the sale and the balance 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 Roodepoort South, within 21 days from the date of sale.

The conditions of sale are open for inspection at the offices of the Sheriff of Roodepoort South, 10 Liebenberg Street, Roodepoort.

Dated at Roodepoort on this 4 December 2001.

C. R. Kotzé, for Van den Berg & Kotzé, Plaintiff's Attorneys, 377 Ontdekkers Road, Florida Park; P O Box 1745, Roodepoort. (Tel: 475-8080.) (Ref: Kotzé/lf/FV4586.)



Saaknommer: 9792/2000

## IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WONDERBOOM GEHOU TE PRETORIA-NOORD

**In die saak tussen: DIE BEHEERLIGGAAM VAN JAKARANDA HOF, Eiser, en  
MNR P J SMITH, Verweerder**

Neem kennis dat 'n verkoping gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (ou Warmbadpad, Bon Accord) op 25 Januarie 2002 om 11h00 van:

Deel 29 van Deelplan SS 20/81, Jakarandahof, Erf 1082, Pretoria-Noord, geleë te Jakarandahof No. 209, Burgerstraat 204, Pretoria-Noord, tesame met die volgende verbeterings:

'n Eenmanwoonstel bestaande uit 'n sit-/slaapkamer, badkamer en toilet apart, kombuis, teëlvloere.

Besonderhede word nie gewaarborg nie. Besigtig voorwaardes by Balju, Wonderboom, Gedeelte 83, De Onderstepoort (ou Warmbadpad, Bon Accord).

Geteken te Pretoria op hierdie 8ste dag van Januarie 2001.

Aan: Die Klerk van die Hof, Wonderboom.

Anton van Staden Prokureurs, Prokureur vir Eiser, Jan van Riebeeckstraat 239, Pretoria-Noord. [Tel: (012) 546-0487.] (Verw: 73513/EDP.)

Saaknommer: 12362/2001

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

**In die saak tussen: STANDARD BANK OF SA LIMITED, Eksekusieskuldeiser, en  
FRANS MGOVU KHOZA, Eksekusieskuldenaar**

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer die 14de Desember 2001, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op die 24ste dag van Januarie 2002 by die kantore van die Balju, Lochstraat 51, Meyerton, om 10h00:

**Beskrywing:** Gedeelte 34 van Erf 8, Meyerton Farms, Registrasieafdeling I.R., Gauteng, groot 1 330 (eenduisend drie honderd en dertig) vierkante meter.

**Verbeterings:** Woonhuis (geen waarborg word aangaande verbeterings verskaf).

Die straatadres is Takbok 67, Meyerton Farms, Meyerton.

**Voorwaardes:**

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshowe Wet nr 32 van 1944 en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die Akte/s van Transport, en sal verkoop word aan die hoogste bieder.

2. Die koper sal aan die Balju 10% van die koopprijs betaal onmiddellik na die ondertekening van die verkoopsvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne (14) veertien dae vanaf die datum van die verkoop vir die balans van die koopprijs.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% van die koopprijs van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlins moet met die Eksekusieskuldeiser getref word vir die verkoping.

4. Die volledige verkoopsvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 14de dag van Desember 2001.

E. H. Lyell, vir Steyn Lyell & Marais, Steyn Lyell & Marais Gebou, Lesliestraat 21/Posbus 83, Vereeniging. [Tel: (016) 421-4471.] (Verw: mev. Harmse.)

Case No. 2001/1074

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

**In the matter between: ABSA BANK LIMITED (8018660452), Plaintiff, and MAKHULU COLSON MORARE,  
1st Defendant, and TSHIDI FRANCINA MORARE, 2nd Defendant**

In pursuance of a judgment and a warrant of execution issued in the above Honourable Court, the following property will be sold in execution by the Sheriff for Roodepoort South on 1 February 2002 at 10h00 at 10 Liebenberg Street, Roodepoort, to the highest bidder, namely:

Erf 9980, Dobsonville X 3, also known 9980 Phakathi St, Dobsonville, measuring 270 square metres; held by Defendant(s) under Title Deed No. T20251/89.

The property is zoned Residential 1, although no guarantee in connection with this is given.

The property comprising of lounge, dining room, passage, kitchen, bathroom 1, bedrooms 2, garage.

*Material conditions of sale:* 10% of the purchase price and auctioneer's charges in cash on the day of the sale and the balance 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 Roodepoort South, within 21 days from the date of sale.

The conditions of sale are open for inspection at the offices of the Sheriff of Roodepoort South, 10 Liebenberg Street, Roodepoort.

Dated at Roodepoort on this 4 December 2001.

C. R. Kotzé, for Van den Berg & Kotzé, Plaintiff's Attorneys, 377 Ontdekkers Road, Florida Park; P O Box 1745, Roodepoort. (Tel: 475-8080.) (Ref: Kotzé/lf/Fm6448.)

**Case No. 2001/18442  
PH 408**

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

**In the matter between: ABSA BANK LIMITED (8024031401), Plaintiff, and MQUMO EPHRAIM MALEBESE,  
First Defendant, and THABISO DANIEL KAWA, 2nd Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale without a reserve price will be held by the Sheriff, Soweto West, at 69 Juta Street, Braamfontein, on 7 February 2002, at 10h00, of the undermentioned property of the Defendant(s) and the conditions will be available for inspection prior to the sale at the offices of the Sheriff of the High Court, Soweto West, 7 Amalgam Place, Industrial Rd, Johannesburg.

Erf 367, Protea North, also known as No. 367, Protea North, measuring 232 square metres, Registration Division I.Q., Transvaal, held by the Defendant(s) under Title Deed No. TT44914/90.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The property comprising of lounge, dining room, kitchen, bedrooms 3, bathroom.

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

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

Dated at Roodepoort this 28 November 2001.

Van den Berg & Kotzé, 377 Ontdekkers Avenue, Florida Park Ext. 1. (Tel. 475-8080.) (Ref. Mr Kotze/LF/FM7046.) P/a Document Exchange, President Street, Johannesburg.

Sheriff of the Court, Soweto West.

**Case No: 12656/2001  
LH59A**

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

**In the matter between ABSA BANK LIMITED, Execution Creditor, and GERT JOHANNES STRYDOM,  
1st Execution Debtor, and JUDITH ANN STRYDOM, 2nd Execution Debtor**

In pursuance of a judgement in the above Honourable Court and a warrant of execution dated 26th October 2001, the following property will be sold in execution by the Sheriff, Alberton, on Wednesday, 30th January 2002 at 10h00 and from the premises of the Sheriff at 8 St Columb Road, New Redruth, Alberton, namely:

Erf No. 3401, Brackendowns Extension 3, Alberton District, Registration Division I.R., the Province of Gauteng, measuring 1 000 (one thousand) square metres, held under Deed of Transfer No. T22615/1998; and also known as 123 Neville Street, Brackendowns Extension 3, Alberton District.

*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 in so far 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 lounge, diningroom, kitchen, 3 bedrooms, 1 bathroom, toilet. *Outbuildings:* Carport. *Sundries:* Fencing, swimming pool.

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 13% per annum, compounded monthly, 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 Magistrate's Court, Alberton, at 8 St Columb Road, New Redruth, Alberton, Tel. (011) 869-7138/9.

Dated at Alberton on the 20th day of December 2001.

C. Mey, for Theart, Mey & Partners, Execution Creditor's Attorneys, 82 Charl Cilliers Street, Alberton. (Ref: A0134.267/Mrs A van Vreden.)

Case No: 14074/2001

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

**In the matter between: ABSA BANK LIMITED, Execution Creditor, and SIMON TREMAYNE VIAL,  
1st Execution Debtor, ANN MARIE VIAL, 2nd Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 9 November 2001, the following property will be sold in execution by the Sheriff, Alberton, on Wednesday, 30 January 2002 at 10h00 and from the premises of the Sheriff, being 8 St Columb Street, New Redruth, namely:

Erf 2979, Brackenhurst Ext. 2 Township, Registration Division The Province of Gauteng, measuring 1 642 (one thousand six hundred and forty two) square metres, held under Deed of Transfer T42716/95, and also known as 38 Blesbok Street, Brackenhurst Ext. 2, Alberton.

*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: Lounge, dining room, laundry, kitchen, 3 bedrooms, 2 bathrooms with toilets. *Outbuilding:* Garage. *Sundries:* Carport, swimming pool and walling.

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 13% 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 Magistrate's Court, Alberton at 8 St. Columb Road, New Redruth, Alberton. [Tel. (011) 869-7138/9.]

Dated at Alberton on this 20th day of December 2001.

(Sgd) C. Mey, Theart, Mey & Partners, Execution Creditor's Attorneys, 82 Charl Cilliers Street, Alberton. [Tel. (011) 907-2707.] (Ref: A0134/338/M. Scheepers.)

Case No: 2895/2000

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

**In the matter between: ABSA BANK LIMITED, Execution Creditor, and MPATI CALVIN TJIANE, Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 6 April 2000, the following property will be sold in execution by the Sheriff, Alberton, on Wednesday, 30 January 2002 at 10h00 and from the premises of the Sheriff, being 8 St. Columb Street, New Redruth, namely:

Erf 2125, Spruitview Township, Registration Division, The Province of Gauteng, measuring 360 (three hundred and sixty) square metres, held under Deed of Transfer T56361/96, and also known as Erf 2125, Spruitview.

*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: Lounge, dining room, kitchen, 3 bedrooms, 2 bathrooms with toilets. *Outbuilding:* Garage. *Sundries:* Walling.

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 15,50% 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 Magistrate's Court, Alberton, at 8 St. Columb Road, New Redruth, Alberton. [Tel. (011) 869-7138/9.]

Dated at Alberton on this 20th day of December 2001.

(Sgd) C. Mey, Theart, Mey & Partners, Execution Creditor's Attorneys, 82 Charl Cilliers Street, Alberton. [Tel. (011) 907-2707.] (Ref: A0068/400/M. Scheepers.)



Case No: 13837/2001

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

**In the matter between: ABSA BANK LIMITED, Execution Creditor, and  
BULANGONVEZI PETRUS VILAKAZI, Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 5 November 2000, the following property will be sold in execution by the Sheriff, Alberton, on Wednesday, 30 January 2002 at 10h00 and from the premises of the Sheriff, being 8 St. Columb Street, New Redruth, namely:

Erf 614, Ramakonopi Township, Registration Division The Province of Gauteng, measuring 800 (eight hundred) square metres, held under Deed of Transfer TL4445.1986, and also known as Erf 614, Ramakonopi.

*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: Lounge, dining room, kitchen, 2 bedrooms, 1 bathroom with toilet. *Sundries:* Walling.

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 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 Magistrate's Court, Alberton, at 8 St. Columb Road, New Redruth, Alberton. [Tel. (011) 869-7138/9.]

Dated at Alberton on this 20th day of December 2001.

(Sgd) C. Mey, Theart, Mey & Partners, Execution Creditor's Attorneys, 82 Charl Cilliers Street, Alberton. [Tel. (011) 907-2707.] (Ref: A0144/21/M. Scheepers.)

Saak No. 3968/2001

## IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK

**In die saak tussen ABSA BANK BEPERK, Eiser, en L. N. HITGE, Eerste Verweerder, en  
C. J. J. HITGE, Tweede Verweerder**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, by die Baljukantore, te Commissionerstraat 105, Kempton Park, op die 31ste dag van Januarie 2002 om 10h00, van die ondergenoemde onroerende eiendom, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar:

Sekere Erf 2275, Van Riebeeck Park Uitbreiding 10 Dorpsgebied, Registrasieafdeling I.R, provinsie van Gauteng.

*Sonering:* Residensiële woning, groot 864 (agthonderd vier-en-sestig) vierkante meter, geleë te Citrastraat 13, Van Riebeeck Park, Kempton Park.

*Bestaande uit:* Woonhuis bestaande uit sitkamer, eetkamer, 3 slaapkamers, kombuis, 2 badkamers, 2 toilette en TV kamer. *Buitegeboue:* Afdak en oprit, alles onder 'n teëldak. Die eiendom is omhein met baksteenmure.

*Onderhewig aan:* Sekere serwitute gehou onder Titelakte No. T122329/99.

Geen verbeteringe en/of veranderinge word gewaarborg nie.

*Tersaaklike voorwaardes van verkoping is:*

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.

2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping, en onmiddellike inbesitneming is nie gewaarborg nie.

3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod, waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die Eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die Balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastinge, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van Artikel 50 van die plaaslike Staatsordinansie (Transvaal), 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 30ste dag van Desember 2001.

Van Rensburg Schoon & Cronje, No. 8 Die Eike, h/v Monumentweg en Longstraat, Kempton Park. (Tel. 970-1203.) (Verw. mev. Jacobs/H1595.) (Rek. No. 80-5153-4634.)

Saak No. 24206/2001

## IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK

**In die saak tussen ABSA BANK BEPERK, Eiser, en PHONDO PATRICK HEBRON, Eerste Verweerder, en BUSISIWE ELIZABETH KHESWA, Tweede Verweerder**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, by die Baljukantore, te Commissionerstraat 105, Kempton Park, op die 31ste dag van Januarie 2002 om 10h00, van die ondergenoemde onroerende eiendom, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar:

Sekere Erf 41, Birchleigh-Noord Uitbreiding 3 Dorpsgebied, Registrasieafdeling I.R., provinsie van Gauteng.

**Sonering:** Residensiële woning, groot 1 000 (eenduisend) vierkante meter, geleë te Lydiastraat 67, Birchleigh-Noord, Kempton Park.

**Bestaande uit:** Woonhuis bestaande uit sitkamer, 2 slaapkamers, kombuis, badkamer en toilet. Alles onder 'n teëldak. Die eiendom is omhein met betonmure.

**Onderhewig aan:** Sekere serwitute gehou onder Titelakte No. T61939/99.

Geen verbeteringe en/of veranderinge word gewaarborg nie.

**Tersaaklike voorwaardes van verkoping is:**

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.

2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping, en onmiddellike inbesitneming is nie gewaarborg nie.

3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod, waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die Eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die Balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastinge, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van Artikel 50 van die plaaslike Staatsordinansie (Transvaal), 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 4de dag van Desember 2001.

Van Rensburg Schoon & Cronje, No. 8 Die Eike, h/v Monumentweg en Longstraat, Kempton Park. (Tel. 970-1203.) (Verw. mev. Jacobs/K1871.) (Rek. No. 80-5093-4526.)

Saak No. 12044/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK

**In die saak tussen ABSA BANK BEPERK, Eiser, en W. LIEBENBERG, Verweerder**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, by die Baljukantore, te Commissionerstraat 105, Kempton Park, op die 31ste dag van Januarie 2002 om 10h00, van die ondergenoemde onroerende eiendom, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar:

Sekere Erf 2296, Birch Acres Uitbreiding 5 Dorpsgebied, Registrasieafdeling I.R., Transvaal.

**Sonering:** Residensiële woning, groot 1 000 (eenduisend) vierkante meter, geleë te Basiaanstraat 17, Birch Acres, Kempton Park.

**Bestaande uit:** Woonhuis bestaande uit sitkamer, eetkamer, 3 slaapkamers, kombuis, 2 badkamers en 2 toilette. **Buitegeboue:** 2 motorhuise, swembad, oprit en woonstel. Alles onder 'n teëldak.

**Onderhewig aan:** Sekere serwitute gehou onder Titelakte No. T12401/82.

Geen verbeteringe en/of veranderinge word gewaarborg nie.

**Tersaaklike voorwaardes van verkoping is:**

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.

2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping, en onmiddellike inbesitneming is nie gewaarborg nie.

3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod, waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die Eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die Balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastinge, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van Artikel 50 van die plaaslike Staatsordinansie (Transvaal), 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 30ste dag van Desember 2001.

Van Rensburg Schoon & Cronje, No. 8 Die Eike, h/v Monumentweg en Longstraat, Kempton Park. (Tel. 970-1203.) (Verw. mev. Jacobs/L1046.)

Saak No. 2346/97

## IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK

**In die saak tussen ABSA BANK BEPERK, Eiser, en L. J. SMITH, Eerste Verweerder, en  
CAROL-ANN SMITH, Tweede Verweerder**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, by die Baljukantore, te Commissionerstraat 105, Kempton Park, op die 31ste dag van Januarie 2002 om 10h00, van die ondergenoemde onroerende eiendom, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar:

Sekere Erf 125, Birchleigh-Noord Uitbreiding 3 Dorpsgebied, Registrasieafdeling I.R., provinsie van Gauteng.

*Sonering:* Residensiële woning, groot 1 000 (eenduisend) vierkante meter, geleë te Craigstraat 15, Birchleigh-Noord, Kempton Park.

*Bestaande uit:* Woonhuis bestaande uit sitkamer, eetkamer, 3 slaapkamers, kombuis, 2 badkamers en 2 toilette. Alles onder 'n teëldak. Die eiendom is omhein met mure.

*Onderhewig aan:* Sekere serwitute gehou onder Titellakte No. T5997/96.

Geen verbeteringe en/of veranderinge word gewaarborg nie.

*Tersaaklike voorwaardes van verkoping is:*

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.

2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping, en onmiddellike inbesitneming is nie gewaarborg nie.

3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod, waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die Eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die Balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastinge, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van Artikel 50 van die plaaslike Staatsordinansie (Transvaal), 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 30ste dag van Desember 2001.

Van Rensburg Schoon & Cronje, No. 8 Die Eike, h/v Monumentweg en Longstraat, Kempton Park. (Tel. 970-1203.) (Verw. mev. Jacobs/S2380.) (Rek. No. 80-4453-0651.)

Case No. 19452/2000

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

**In the matter between NEDCOR BANK LIMITED, trading as PEOPLES BANK, Plaintiff, and MPSHE, SELBY MOLEFE, First Defendant, and MPSHE, NOKUTHULA OLIVE, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the Sheriff's Office at Ground Floor, 69 Juta Street, Braamfontein, on 31 January 2002 at 10h00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the Offices of the Sheriff, Soweto East, 8 Motor Street, Westdene, Johannesburg:

Certain Erf 353, Orlando East, Soweto Township, Registration Division I.Q. (Gauteng), measuring 385 (three hundred and eighty-five) square metres, held under Deed of Transfer No. TL3641/1999; situation: Erf 353, Orlando East, Soweto Township.

*Improvements* (not guaranteed): A house consisting of 1 dining-room, 1 lounge, 1 kitchen, 2 bedrooms, 1 bathroom and 1 garage.

*Zone:* Residential.

*Material terms:* 10% (ten percent) 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 14 (fourteen) days from the date of sale.

Dated at Johannesburg on this 20th day of December 2001:

Pule, Selebogo & Partners, Plaintiff's Attorneys, Second Floor, North State Building, cnr. Market and Kruis Streets, Johannesburg. (Ref. Miss F. Nzama/N0267.)



Case No. 3733/2000

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

**In the matter between NEDCOR BANK LIMITED, t/a PEOPLES BANK, Plaintiff, and  
MASUKU, WALTER SYDNEY, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the Offices of the Sheriff, Ground Floor, 69 Juta Street, Braamfontein, on 31 January 2002 at 10h00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the Offices of the Sheriff, Soweto West, 7 Amalgam Place, Amalgam, Johannesburg:

Certain Erf 4506, Zola Township, Registration Division I.Q., measuring 229 (two hundred and twenty-nine) square metres, held under Deed of Transfer No. TL2644/1989; situation: Erf 4506, Zola Township.

*Improvements* (not guaranteed): A house consisting of 1 dining-room, 2 bedrooms and 1 bathroom.

*Zone*: Residential.

*Material terms*: 10% (ten percent) 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 14 (fourteen) days from the date of sale.

Dated at Johannesburg on this 20th day of December 2001.

Pule, Selebogo & Partners, Plaintiff's Attorneys, Second Floor, North State Building, cnr. Market and Kruis Streets, Johannesburg. (Tel. 333-6780.) (Ref. Miss F. Nzama/N093.)

Case No. 2608/2000

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

**In the matter between: NEDCOR BANK LIMITED t/a PEOPLES BANK, Plaintiff, and MOTAUNG, SOLOMON, Defendant**

In Execution of judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the Sheriff's office, at Ground Floor, 69 Juta Street, Braamfontein, on 31 January 2002 at 10h00 of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Soweto East, 8 Motor Street, Westdene, Johannesburg.

*Certain*: Erf 12208, Diepkloof Township, Registration Division I.Q., Gauteng, measuring 255 (two hundred and fifty-five) square metres, held under Deed of Transfer No. T336034/1994, situated at Erf 12208, Diepkloof Township (previously known as 2678, Diepkloof Zone 2).

*Improvements* (not guaranteed): A house consisting of 1 dining-room, 1 kitchen, 2 bedrooms and 1 bathroom.

*Zone*: Residential.

*Material terms*: 10% (ten percent) 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 14 (fourteen) days from the date of sale.

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

Pule, Selebogo & Partners, Plaintiff's Attorneys, 2nd Floor, North State Building, cnr Market & Kruis Street, Johannesburg. (Tel. 333-6780.) (Ref. Miss F Nzama/ld/N090.)

Case No. 22217/99

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

**In the matter between: NEDCOR BANK LIMITED t/a PEOPLES BANK, Plaintiff, and  
NAMANE, TISETISO LAZARUS, Defendant**

In Execution of judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the Sheriff's office, at Ground Floor, 69 Juta Street, Braamfontein, on 31 January 2002 at 10h00 of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Soweto West, 7 Amalgam Place, Amalgam, Johannesburg.

*Certain*: Erf 39 Protea Glen Township, Registration Division I.Q., Gauteng, measuring 216 (two hundred and sixteen) square metres, held under Deed of Transfer No. T32422/1995, situated at 39 Protea Glen Township.

*Improvements* (not guaranteed): A house consisting of 1 dining-room, 1 kitchen, 2 bedrooms and 1 bathroom.

*Zone*: Residential.

**Material terms:** 10% (ten percent) 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 14 (fourteen) days from the date of sale.

Dated at Johannesburg on this the 20 day of December 2001.

Pule, Selebogo & Partners, Plaintiff's Attorneys, 2nd Floor, North State Building, cnr Market & Kruis Street, Johannesburg. (Tel. 333-6780.) (Ref. Miss F Nzama/Id/N0455.)

**Case No. 13487/2001**

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

**In the matter between: FIRSTRAND BANK LIMITED, Plaintiff, and JOHAN WILLEM HENRI VAN WYK, Defendant**

In terms of a Judgment of the High Court of South Africa dated 5 September 2001 in the above-mentioned matter, a sale by public auction will be held by the Sheriff Pretoria Central, at 1283 Whistletree Avenue, Queenswood, Pretoria on the 29th day of January 2002 at 13h00 to the highest bidder with a reserve price, the sale to be subject to the approval of the Plaintiff, on conditions which may now be inspected at the office of the Sheriff Pretoria Central, 30 Margaretha Street, Pretoria and which will be read by him before the sale, of the following property owned by the Defendant:

**Certain:** Remaining extent of Erf 1006, Queenswood Township, Registration Division J.R., Province of Gauteng, measuring 4 897 (four eight nine seven) square metres, known as 1283 Whistletree, Queenswood.

**Improvements:** Double storey house perched on a hillside with excellent view towards the North. House consist of the following: **Ground floor:** Front door large swing type with an elegant reception area. Large entertainment area  $\pm 40$  m<sup>2</sup> with a build in sleeper wood bar of  $\pm 7$  m long which leads out to a small face brick patio area. Floor area covered with a good tile and the entertainment area is completely slatsoed. Down stairs toilet and storage area. Two bedrooms with BIC. Full bathroom shower toilet and bath passage lead to a double garage with remote controlled wooden door.

**Note:** Passage & bedrooms good tile used.

Reception area has a marble staircase with intricate wrought iron staircase and wooden rail which is also illuminated, in the steps of the stairwell, this leads onto an area which houses the following: An elaborate lounge/ dining area which has a stained wooden ceiling ( $\pm$ two stories high) this leads onto the family/TV room. Both rooms have hanging chandeliers.

The kitchen consist of a built-in cupboard with marble top throughout this leads to a scullery area (quite large) & also a breakfast nook.

The floors throughout have a good quality tile.

The remainder of the first floor consist of the following: 2 large bedrooms with BIC's which is service by a full bathroom between the bedrooms. A small guest toilet is situated near the stairwell. The master bedroom is very large with a full bathroom and also a series of walk-in cupboards. Good tiles used throughout. Good light fittings in all rooms.

**Additional extras:**

1. Full alarm system on both levels.
2. Burglar-bars throughout of the house.
3. Intercom & electronic gate at street level.
4. Good driveway & additional parking at garage-level.
5. Well established garden throughout.
6. Two fishponds with a working waterfall feature.
7. Face brick paving around the house.
8. Slate roof.
9. Full balcony at the top of the stairwell.
10. Balcony which leads of from the master bedroom.

Nothing in this respect is guaranteed.

**Terms:** Ten percent (10%) of the purchase price and the auctioneers charges of five percent (5%) of the first R30 000 thereafter three 3% on the balance to a maximum of R7 000 plus VAT of the purchase price, in cash on the said of the sale, the balance against transfer to be secured by a Bank or Building Society or other, acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale to the Sheriff Pretoria Central.

Dated at Pretoria on this 11th day of December 2001.

Edelstein - Bosman, 2nd Floor, Charter House, 179 Bosman Street, Pretoria. (Ref. ARE/NVDH/MVZ/BR1207.)

**Saaknommer: 124319/2000**

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen: DIE BEHERENDE LIGGAAM VAN JAN FE CELLIERS REGSPERSOON, Elser, en VUYANI ANDERSON TANTSI, Eerste Verweerder, en NOMPUKO NANCY TANTSI, Tweede Verweerder**

Ten uitvoerlegging van 'n vonnis toegestaan deur bovermelde Agbare Hof op die 19de Januarie 2001 en die daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Dinsdag die 29ste Januarie 2002 om 10h00 te NG Sinodale Sentrum, Visagiestraat 234, Pretoria.

1. a. *Akteskantoorbeskrywing*: SS Jan FE Celliers, Eenheid 21 soos getoon en volledige beskryf op Deelplan SS87/76 in die geboue bekend as Jan FE Celliers geleë te R/E 1212, Sunnyside, Pretoria, Stadsraad van Tshwane Metropolitaanse Munisipaliteit van welke deel die vloeroppervlakte volgens genoemde deelplan 73 (drie & sewentig) vierkante meter groot is en gehou kragtens geregistreerde Titelnommer ST5802/1997.

b. *Straatadres*: Jan FE Celliers W/S 301, 166 Kotze Street, Sunnyside, Pretoria.

c. Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: 1 slaap, sit- & eetkamer, 1 badkamer & toilet, 1 kombuis.

2. *Verkoopsvoorwaardes*:

2.1 Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalinge van die Wet op Landdroshowe, Wet Nr. 32 van 1944, soos gewysig asook die Reëls daarkragtens neegelê.

2.2 10% (tien persent) van die koopprys sal betaalbaar wees in kontant op die dag van die verkoping.

2.3 Die volledige verkoopsvoorwaardes lê vir inspeksie ter insae te Messcor Huis, Margarethastraat 30, Pretoria Sentraal, en sal deur die Balju voor die verkoping uitgelees word.

2.4 Die eiendom word verkoop onderworpe aan die terme en voorwaardes soos neergelê in die titelvoorwaardes van die eiendom.

Geteken te Pretoria op hede die 12de dag van Desember 2001.

Marais & Stuart Ingelyf, Prokureur vir Eiser, Parkstraat 755, Arcadia. [Tel. (012) 343-0267.] (Verw. ML STUART/EB/SJ0936.)

**Case No. 13896/2000**

**NEDCOR BANK LIMITED, Execution Creditor, and DE JONGE: JAN HENDRIK FREDERICK,  
1st Execution Debtor, and DE JONGE: LAETETIA GRACE, 2nd Execution Debtor**

The Sale in Execution is to be held at the Offices of the Sheriff, 105 Commissioner Street, Kempton Park, Thursday, the 7th day of February 2002 at 10h00.

The hereinafter-mentioned properties/rights of Leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrate's Court Act 1944.

2. The Purchaser shall pay 10% of the purchased price plus Sheriff's commission of 5% for the first R30 000 or part thereof and thereafter 3%, with a minimum of R300 and a maximum of R7 000 on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.

3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale.

*Property*: Erf 1210, Glen Marais Extension 1 Township, Registration Division I.R., Province of Gauteng, situated at 22 Raasblaar Street, Glen Marais Ext 1.

*Improvements*: Dwelling house consisting of a lounge, dining-room, kitchen, 3 bedrooms, 2 bathrooms, 2 toilets, garage, carports, driveway.

Dated on the 10 January 2002.

LJ vd Heever, Schumanns vd Heever & Slabbert, 32 Kempton Road; PO Box 67, Kempton Park. [Tel. (011) 394-9960.] (Ref. PvN:LN5596/0.)

**Case No. 9484/2001**

**NEDCOR BANK LIMITED, Execution Creditor, and MAKHURA: SELEKA ZAKARIA, Execution Debtor**

The Sale in Execution is to be held at the Offices of the Sheriff, 105 Commissioner Street, Kempton Park, Thursday, the 7th day of February 2002 at 10h00.

The hereinafter-mentioned properties/rights of Leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrate's Court Act 1944.

2. The Purchaser shall pay 10% of the purchased price plus Sheriff's commission of 5% for the first R30 000 or part thereof and thereafter 3%, with a minimum of R300 and a maximum of R7 000 on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.

3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale.

*Property*: Erf 2423 Birch Acres Extension 12 Township, Registration Division I.R., Province of Gauteng, situated at 22 Kransduif Road, Birch Acres Ext 12.

*Improvements*: Dwelling house consisting of a lounge, dining-room, 3 bedrooms, kitchen, laundry, 1 1/2 bathrooms, 3 toilets, garage, & driveway.

Dated on the 9 January 2002.

LJ vd Heever, Schumanns vd Heever & Slabbert, 32 Kempton Road; PO Box 67, Kempton Park. [Tel. (011) 394-9960.] (Ref. PvN:LN5739/1.)



Case No: 19626/2001

**NEDCOR BANK LIMITED: Execution Creditor, and LESHABANE: CHRISTOPHER THABO, Execution Debtor**

The Sale in Execution is to be held at the Offices of the Sheriff, 14 Greyilla Avenue, Kempton Park, Thursday, the 7th day of February 2002 at 14h00.

The hereinafter-mentioned properties/rights of Leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrate's Court Act 1944.

2. The Purchaser shall pay 10% of the purchase price plus Sheriff's commission of 5% for the first R30 000 or part thereof and thereafter 3%, with a minimum of R300,00 and a maximum of R7 000,00 on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.

3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale.

*Property:* All the right, title and interest in and unto the Leasehold for residential purposes over Portion 59 & 60 of Erf 248, Teanong Township, Registration Division I.R., Province of Gauteng, situate at Portion 59 & 60 of Erf 248, Teanong Section, Tembisa.

*Improvements:* Dwelling house consisting of a lounge, toilet, bathroom, 2 bedrooms, kitchen, all under a tile roof, surrounded by 3x walls.

*Date:* 9 January 2002.

(Sgd) LJ vd Heever, Schumanns vd Heever & Slabbert, 32 Kempton Road, PO Box 67, Kempton Park. Tel: (011) 394.9960: Pvn/LN5564/0.

Case Number: 2000/4013  
PH444

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

**In the matter between: BOE BANK LIMITED formerly known as NBS Bank Limited, Plaintiff, and  
MBOISA: NORAH THEMBI, 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 offices of the Sheriff, 182 Leeuwpoot Street, Boksburg on 01 February 2002 at 11h15 of the undermentioned property of the Defendant on the conditions which may be inspected at the offices of the Sheriff, 182 Leeuwpoot Street, Boksburg, prior to the sale.

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

*Certain:* Erf 945, Vosloorus Extension 2 Township, Registration Division IR, Province of Gauteng, being 945 Churchill Mokoena Street, Vosloorus Ext 2, Boksburg.

*Measuring:* 330 (three hundred and thirty) Square Metres.

Held under Deed of Transfer No. TL24941/89.

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

*Main building:* Residence comprising lounge/dining room, kitchen, 2 bedrooms, 1 bathroom & w/c.

*Outside buildings:*

*Sundries:*

Dated at Boksburg on 27 November 2001.

HP & D Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. Ref: 610393/L West/R Kok. Tel: (011) 874-1800. Bond Account No: 8140126726.

Case No. 7392/2001

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

**In the matter between: NEDCOR INVESTMENT BANK LIMITED, Plaintiff, and FRALEN BELEGGINGS BK, First Defendant, VAN NIEKERK: LLEWELLYN PENFOLD, Second Defendant, VAN NIEKERK: FRANCINA ELIZABETH, Third Defendant, and VLEIS PARADYS BK, Fourth Defendant**

In execution of a Judgment of the High Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve will be held by the Sheriff alberton at 1st Floor, Terrace Building, 1 Eaton Terrace, New Redruth on Tuesday the 29 January 2002 at 10h00 in the forenoon, 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 prior to the sale.

*Certain:* Erf 653, New Redruth Township, Registration Division I.R., Transvaal.

*Situation:* 35 Clinton Road, New Redruth, Alberton.

*Area:* 1983 (one thousand nine hundred and eighty three) square metres.

**Improvements** (not guaranteed): A double-storey concrete framed structure with facebrick infill, steel window frames and aluminium shopfronts under a metal-sheeping roof. The building comprises shops on the ground floor and offices on the first floor. The floors have access via one passenger lift and a flight of stairs. Adequate parking for patrons to the shop and clients to the offices has been provided.

**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 the prime lending rate charged by Nedcor Bank Limited from time to time 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 14 day of December 2001.

Tonkin Clacey & Lowndes Attorneys, Applicants' Attorneys, 1st Floor, Avonwold House, 24 Baker Street, Rosebank, Johannesburg. Tel. 880-6695. Ref. Mr Lowndes/48725/tf.

**Case No: 96/10144**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and  
VAN DER WESTHUIZEN, SUZETTE VALLERIE, Defendant**

In the execution of a Judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a Sale without reserve will be held by the Sheriff Vereeniging, at the office of De Klerk, Vermaak and Partners Inc on 31st 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:** A unit consisting of:—

Section No. 24 as shown and more fully described on Sectional Plan No. SS351/92 in the scheme known as Almanie Court in respect of the land and buildings situate at Vereeniging Township in the Local Authority of Vereeniging;

An undivided share in the common property in the land and building or buildings as shown and more fully described on the said Sectional Plan apportioned to the Mortgaged Section in accordance with the participation quota of the Mortgaged Section.

**Situation:** Unit 11, Almanie Court, 19 Lewis Avenue, Vereeniging Ext 2.

**Area:** 73 square metres.

**Improvements** (not guaranteed): 2 Bedrooms, 1 Bathroom, Kitchen, Lounge and Diningroom.

**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 000,00 and thereafter 3% to a maximum fee of R7 000,00 and a minimum of R300,00.

Dated at Johannesburg on this 13th day of December 2001.

Biccari, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate; P.O. Box 92441, Norwood, 2117. Tel: 880-9002/3/4. Ref: A Bollo/sp.

**Case No: 98/14698**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and WIESE, HENDRIK JACOBUS ANTONIE,  
First Defendant, WIESE, HESTER JACOMINA, Second Defendant**

In the execution of a Judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a Sale without reserve will be held by the Sheriff Vanderbijlpark, at the Main Entrance, the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on 1st day of February 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 No. 594, Vanderbijlpark Central West No. 5, Ext 2, Registration Division: IQ, the Province of Gauteng, held under Deed of Transfer No. T22446/1994.

**Situation:** 53 Maxwell Street, Vanderbijlpark, Central West No. 5, Ext 2.

**Area:** 864 square metres.

**Improvements** (not guaranteed): 3 Bedrooms, 1 Bathroom, Kitchen, Lounge, Diningroom and Familyroom.

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

Auctioneers charges are payable and calculated at 5% on the proceeds of the Sale up to a price of R30 000,00 and thereafter 3% to a maximum fee of R7 000,00 and a minimum of R300,00.

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

Biccari, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate; P.O. Box 92441, Norwood, 2117.  
Tel: 880-9002/3/4. Ref: A Bollo/vv.

Case No: 2000/2874

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and STRYDOM, LEOPOLUS PETRUS, First Defendant,  
STRYDOM, ELIZABETH CAROL, Second Defendant**

In the execution of a Judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a Sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg on 31st January 2002 at 10h00 in the forenoon, of the under-mentioned 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 prior to the sale:

*Certain:* Erf No. 1195, Winchester Hills Ext 3, Registration Division IR, The Province of Gauteng.

*Situation:* 4 Leadwood Street, Winchester Hills.

*Area:* 1091 square metres.

*Improvements* (not guaranteed): 3 Bedrooms, 3 Bathrooms, 1 Kitchen, 3 Living Rooms and 1 other room.

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

Auctioneers charges are payable and calculated at 5% on the proceeds of the Sale up to a price of R30 000,00 and thereafter 3% to a maximum fee of R7 000,00 and a minimum of R300,00.

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

Biccari, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate; P.O. Box 92441, Norwood, 2117.  
Tel: 880-9002/3/4. Ref: A Bollo.

Case No. 28419/1999  
PH 158

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

**In the matter between MERCANTILE BANK LIMITED, Plaintiff, and RHINO'S COLLECTIONS CC, First Defendant, Dr  
JANNES JANSEN VAN RYSEN, Second Defendant, and JOHANNA MARIA JANSEN VAN RYSEN, Third Defendant**

In execution of a judgment in the High Court (Witwatersrand Local Division) in the abovementioned suit a sale, without reserve will be held by the Sheriff Benoni, and shall take place on 31st January 2002 at 09h00 at the office of the Sheriff of the High Court, 180 Princess Avenue, Benoni, of the undermentioned property on the conditions which may be inspected at the offices of the Sheriff, prior to the sale:

*A unit consisting of:*

1. (a) Section Number 48 as shown and more fully described on Sectional Plan SS45/1998 in the scheme known as Kopanong Country Estate in respect of the land and building or buildings situate at Portion 243 of the Farm Vlakfontein 30, Registration Division IR, Gauteng, Local Authority of the City Council of Benoni of which section the floor area, according to the said sectional plan is 157 (one hundred and fifty seven) 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 ST41033/99, situate at Unit 46 Kopanong Hotel 243, Glen Glory Road, Benoni, and comprising of: 3 bedrooms, lounge and kitchen with free standing carport. Though in this respect nothing is guaranteed.

*Terms:* 10% 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 14 (fourteen) days from date of sale.

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

Dated at Johannesburg this 29th day of November 2001.

Anthony Berlowitz & Associates, Plaintiff's Attorneys, 3rd Floor, Willowbrook, Willowbrook Close, Melrose North, Dx 186 JHB. (Tel. 788-4804.) (Ref. Mr A Berlowitz/hc/5914.)



Case No. 3130/2000

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

**In the matter between EVANS ADAM MABENA, Plaintiff, and KABONINA EUNICE NGWENYA, Defendant**

On the 6th day of February 2002 at 10h00 a public auction will be held at the Sheriff Alberton, 8st Columb Street, New Redruth Alberton, at which the Deputy of the Magistrate's Court will, pursuant to the Judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

*The Defendant:* All the right, title and interest in respect of:

*Certain:* Erf 203, Likole Township, Katlehong, Registration Division I.R., the Province of Gauteng, situate at 203 Likole Township, Katlehong, measuring 200 (two hundred) square metres.

*Improvements* (These improvements are not warranted to be correct and are not guaranteed): A single storey dwelling consisting of one lounge, two bedrooms, one kitchen, 1 bathroom, 1 toilet. *Outbuildings:* One toilet and a fence.

*The material conditions of sale are:*

1. The sale shall, in all respect, be governed by the Magistrate's Court Act 1944 and the Rules made thereunder or any amendment thereof substitution therefore and, subject thereto, the property shall be sold "voetstoots" to the highest bidder.

2. The purchaser shall be obliged to pay a deposit of 10 per centum of the price or one thousand rand (whichever is the greater) together with Sheriff's commission and 14% VAT immediately after the sale and the balance of the price and interest shall, within fourteen days of 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 Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

3. The Purchaser shall be liable for and shall pay to the Plaintiff's Conveyancers on request, the fees of the Sheriff of the Magistrate's Court 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 any other authority prior to passing of transfer of the property to the purchaser.

4. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon registration of the property in his name and from the date of sale, all benefit, risks and liability shall pass to the purchaser.

Dated at Alberton this the 3rd day of January 2002.

L. Blankestijn, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton. [Tel. (011) 907-1216.] (Ref. MR BLANKESTIJN/AS/M192/1.)

Case No. 14453/2001  
PH 444IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MCCABE, ALLAN MARRIOTT, 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 offices of the Sheriff, 180 Princess Avenue, Benoni, on 31 January 2002 at 09h00 of the undermentioned property of the Defendant on the conditions which may be inspected at the offices of the Sheriff, 180 Princess Avenue, Benoni, prior to the sale:

*Certain:* Erf 214, Morehill, Extension 1 Township, Registration Division I.R., Province of Gauteng, being 10 Jeffrey Street, Morehill Extension 1, Benoni, measuring 2441 (two thousand four hundred and forty one) square metres, held under Deed of Transfer No. T13894/1989.

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

*Main building:* 3 living rooms, 3 bedrooms, 2 bathrooms, 2 other. *Outside buildings:* 2 garages, 1 servant's room, 1 bath-room, 1 other. *Sundries:* Swimming pool, tennis court, thatch.

Dated at Boksburg on 30 November 2001.

HP & D Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel. (011) 874-1800.] (Ref. 450805/D WHITSON.) (Bond Account No: 215765842.)

Case Number: 2001/22557  
PH 444IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between: ABSA BANK LTD, Plaintiff, and NARANSAMY: LATHAPARSADTH, First Defendant, NARANSAMY: ZARINA, Second 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 offices of the Sheriff, 180 Princess Avenue, Benoni on 31 January 2002 at 09h00 of the undermentioned property of the Defendants on the conditions which may be inspected at the offices of the Sheriff, 180 Princess Avenue, Benoni, prior to the sale:

*Certain:* Erf 218, Dewald Hattinghpark Township, Registration Division I.R., Province of Gauteng, being 97 Roan Street, Dewald Hattinghpark, Benoni.

*Measuring:* 933 (nine hundred and thirty three) Square Metres; held under Deed of Transfer No. T418/2001.

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

*Main building:* Lounge, kitchen, 3 bedrooms, bathroom.

*Outside buildings:* Outside w/c.

Dated at Boksburg on 28 November 2001.

HP&D Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. Ref: 800959/D Whitson.  
Tel: (011) 874-1800. Bond Account No: 8053180401.

**Case Number: 2001/21105  
PH 444**

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

**In the matter between: ABSA BANK LTD, Plaintiff, and MABOEA: SAMUEL ABIEL, First Defendant,  
MABOEA: MORRIN SIPHIWE, Second 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 offices of the Sheriff, 180 Princess Avenue, Benoni on 31 January 2002 at 09h00 of the undermentioned property of the Defendants on the conditions which may be inspected at the offices of the Sheriff, 180 Princess Avenue, Benoni, prior to the sale:

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

*Certain:* Erf 1518, Etwatwa Extension 2 Township, Registration Division I.R., Province of Gauteng, being 21518 Etwatwa Extension 2, Daveyton, Benoni.

*Measuring:* 273 (two hundred and seventy three) Square Metres; held under Deed of Transfer No. TL5478/1989.

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

*Main building:* Lounge, kitchen, 2 bedrooms, bathroom.

Dated at Boksburg on 29 November 2001.

HP&D Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. Ref: 800919/D Whitson.  
Tel: (011) 874-1800. Bond Account No: 8016911944.

**Case Number: 2001/4630  
PH 444**

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

**In the matter between: BOE BANK LIMITED, Plaintiff, and BUCHHOLZ: NIEL ALFRED HERMAN, First Defendant,  
BUCHHOLZ: ZELNA AMANDA, Second 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 offices of the Sheriff, 182 Leeuwpoot Street, Boksburg on 1 February 2002 at 11h15 of the undermentioned property of the Defendants on the conditions which may be inspected at the offices of the Sheriff, 182 Leeuwpoot Street, Boksburg, prior to the sale:

A unit consisting of:

(a) Section No. 53 as shown and more fully described on Sectional Plan No. SS291/96 in the scheme known as Westwood Villas in respect of the building or buildings situate at Beyerspark Extension 42 Township, Local Authority, Transitional Local Council of Boksburg, of which section the floor area, according to the said sectional plan, is 70 (seventy) square metres in extent;

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

Held under Deed of Transfer No. ST24322/2000, situate at 53 Westwood Villas, cnr. Rydal & Phillips Road, Beyers Park, Boksburg.

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

*Main building:* A duplex flat comprising lounge/dining room, kitchen, 2 bedrooms, 2 bathrooms, 1 w/c, carport.

*Outside buildings:*

*Sundries:* Common property facilities Pool, garden, Drying Area, Recreation room, parking, Walls, paving, Guard house, Refuse area.

Dated at Boksburg on 27 November 2001.

HP&D Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. Ref: 610586/L West/R Kok.  
Tel: (011) 874-1800. Bond Account No: 8140275010.

Case No. 24976/2001

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

**In the matter between: FIRSTRAND BANK LIMITED, Plaintiff, and CHAUKE: NTOMBIZODWA, First Defendant,  
CHAUKE: NDLELENI JONATHAN, 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 Sheriff, Kempton Park South, at 105 Commissioner Street, Kempton Park, on Thursday, the 31 January 2002 at 10h00 in the forenoon, 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, prior to the sale:

*Certain:* Erf 917, Norkem Park Extension 1 Township, Registration Division I.R., the Province of Gauteng.

*Situation:* 23 James Wright Road, Norkem Park Extension 1.

*Area:* 1103 (one thousand one hundred and three).

*Improvements* (not guaranteed): 4 bedrooms, 2 bathrooms, shower, 2 w.c., scullery, 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 14th day of December 2001.

Tonkin Clacey & Lowndes, Attorneys for Plaintiff, 1st Floor, Avonwold House, 24 Baker Street, Rosebank, Johannesburg.  
Tel. 880-6695. Ref. 49008E/mgh/lf.

Case No. 24843/2001

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

**In the matter between: FIRSTRAND BANK LIMITED, Plaintiff, and MAJODINA: BONGANI, First Defendant,  
MAJODINA: CECILIA NTOMBILUNGILE, 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 Sheriff, Kempton Park South, at 105 Commissioner Street, Kempton Park, on Thursday, the 31 January 2002 at 10h00 in the forenoon, 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, prior to the sale:

*Certain:* Erf 614, Cresslawn Township, Registration Division I.R., the Province of Gauteng.

*Situation:* 80 Turner Street, Cresslawn.

*Area:* 1198 (one thousand one hundred and ninety eight) square metres.

*Improvements* (not guaranteed): 4 bedrooms, bathroom, 2 wc's, 4 other rooms, 2 garages, staff quarters, wc.

*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 13 day of December 2001.

Tonkin Clacey & Lowndes, Attorneys for Plaintiff, 1st Floor, Avonwold House, 24 Baker Street, Rosebank, Johannesburg.  
Tel. 880-6695. Ref. 049004E/mgh/ltf

Case No. 11695/97

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

**In the matter between: ABSA BANK LTD, Plaintiff, and MALOBA: DESMOND RICHARD, First Defenant,  
MALOBA: GERTRUDE MANTSADI JOYCE, Second Defendant**

In pursuance of a Judgment in the Court for the Magistrate of Boksburg on the 4 February 1998 and Writ of Execution issued pursuant thereto, the property listed hereunder will be sold in Execution on 25 January 2002 at 11h15 at the offices of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:



*Certain:* Portion 47 of Erf 192, Klippoortje AL Township, Registration Division I.R., Province of Gauteng, situate at 17 Clover Street, Klippoortje, Boksburg, measuring 822 (eight hundred and twenty two) square metres; Held under Deed of Transfer No. T4604/1995.

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

*Main building:* Lounge, kitchen, 4 bedrooms, 2 bathrooms.

*Outside buildings:* 4 garages.

*The conditions of sale:*

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Boksburg.

Dated at Boksburg on 29 November 2001.

HP&D Attorneys, Attorneys of Plaintiff, Blocks 4, 5 & 6, HP&D Park, Pond Road, East Rand Mall. Ref: U01014/D Whitson. Tel: (011) 874-1800. Bond Account No: 8042062448.

Case No. 10020/2001  
PH 444

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

**In the matter between NEDCOR BANK LTD, Plaintiff, and KENTE, HALEKHETHELOE JOSEPH First Defendant, and KENTE, MAKWENA PAULINA, Second 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 offices of the Sheriff, 180 Princess Avenue, Benoni, on 07 February 2002 at 9h00 of the undermentioned property of the Defendants on the conditions which may be inspected at the offices of the Sheriff, 180 Princess Avenue, Benoni, prior to the sale:

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

*Certain:* Erf 213, Etwatwa Township, Registration Division IR, Province of Gauteng, being 213 Soteleka Crescent, Etwatwa, Daveyton, measuring 369 (three hundred and sixty nine) square metres, held under Deed of Transfer No. TL20689/89.

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

*Main building:* Residence comprising 2 bedrooms, 1 bathroom, 1 separate w/c, 1 kitchen, 1 living room. *Outside buildings:* Garage. *Sundries:* Fencing.

Dated at Boksburg on 04 December 2001.

HP & D Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel. (011) 874-1800.] (Ref. 900585/LUANNE WEST.) (Bond Account No: 3788051900401).

Case No. 26498/2000  
PH 444

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

**In the matter between ABSA BANK LTD, Plaintiff, and FROHLICH, PETER JOHN, 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 offices of the Sheriff, at 1st Floor, Tandela House, Cnr De Wet and 12th Avenue, Edenvale, on 30 January 2002 at 11h00 of the undermentioned property of the Defendant on the conditions which may be inspected at the offices of the Sheriff at 1st Floor, Tandela House, Cnr De Wet and 12th Avenue, Edenvale, prior to the sale:

*Certain:* Portion 13 of Erf 1364, Bedfordview Ext 142 Township, Registration Division IR, Province of Gauteng, being 9 Wallace Close, Elizabeth Street, Bedfordview, measuring 853 (eight hundred and fifty three) square metres, held under Deed of Transfer No. T62430/98.

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

*Main building:* Entrance hall, lounge, dining room, kitchen, 3 bedrooms, 3 bathrooms, separate w/c, scullery, pantry. *Outside buildings:* Double garage, 2 carports, w/c. *Sundries:* Swimming pool.

Dated at Boksburg on 10 December 2001.

HP & D Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel. (011) 874-1800.] (Ref. 800729/D WHITSON) (Bond Account No: 8047029029.)

Case No. 487/99  
PH 444IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and LOMBAT, MAHOMED SLIM, First Defendant, and LOMBAT, FAZILA, Second 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 offices of the Sheriff, 180 Princess Avenue, Benoni, on 31 January 2002 at 09h00 of the undermentioned property of the Defendants on the conditions which may be inspected at the offices of the Sheriff, 180 Princess Avenue, Benoni, prior to the sale:

*Certain:* Erf 941, Actonville Extension 3 Township, Registration Division I.R., Province of Gauteng, being 941 Gaible Street, Actonville Extension 3, Benoni, measuring 318 (three hundred and eighteen) square metres, held under Deed of Transfer No. T7098/1988.

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

*Main building:* 19 rooms consisting 8 living rooms, 5 bedrooms, 3 bathrooms, 3 other.

Dated at Boksburg on 10 December 2001.

HP & D Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel. (011) 874-1800.] (Ref. 450331/D WHITSON) (Bond Account No: 210741848).

Case No. 18017/99  
PH 444IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between ABSA BANK LTD, Plaintiff, and RAKGETSE, TAU AMOS, First Defendant, and RAKGETSE, FREDA LYDIA, Second 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 offices of the Sheriff, 180 Princess Avenue, Benoni, on 31 January 2002 at 09h00 of the undermentioned property of the Defendants on the conditions which may be inspected at the offices of the Sheriff, 180 Princess Avenue, Benoni, prior to the sale:

*Certain:* Erf 9142, Daveyton Extension 2 Township, Registration Division I.R., Province of Gauteng, being 16840 Pokane Street, Daveyton Extension 2, Benoni, measuring 586 (five hundred and eighty six) square metres, held under Deed of Transfer No. TL58952/1995.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building:* Lounge, kitchen, 2 bedrooms, bathroom & w/c.

Dated at Boksburg on 10 December 2001.

HP & D Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel. (011) 874-1800.] (Ref. 800397/D WHITSON.) (Bond Account No: 8043639884).

Case No. 3484/01

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

**In the matter between BODY CORPORATE THEDA OAKS, Plaintiff, and NLEYA, CYNTHIA, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni on the 11 June 2001 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 30 January 2002 at 11h00 at in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

*Certain:* A unit consisting of:

(a) Section No. 7 as shown and more fully described on Sectional Plan No. SS310/96 in the scheme known as Theda Oaks in respect of the building or buildings situate at Portion 432 (a portion of Portion 57) of the Farm Kleinfontein No. 67, City Council of Greater Benoni, of which section the floor area, according to the said sectional plan, is 48 (forty 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, held under Deed of Transfer No. ST25370/1996, situate at Flat No. 7, Theda Oaks, 16 Sunny Road, Lakefield, Benoni.

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

*Main building:* Lounge, dining room, kitchen, 2 bedrooms, bathroom. *Outside buildings:* Covered parking.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Benoni.

Dated at Boksburg on 06 December 2001.

HP & D Attorneys, Attorneys of Plaintiff, Blocks 4, 5 & 6, HP & D Park, Pond Road, East Rand Mall. [Tel. (011) 874-1800.] (Ref. 520545/D WHITSON.)

Case No. 9981/2001  
PH 444IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOFOKENG, SAM MOSIS, 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 offices of the Sheriff, 180 Princess Avenue, Benoni, on 07 February 2002 at 9h00 of the undermentioned property of the Defendant on the conditions which may be inspected at the offices of the Sheriff, 180 Princess Avenue, Benoni, prior to the sale:

*Certain:* Erf 7703, Daveyton Township, Registration Division IR, Province of Gauteng, being 7703 Motanyane Street, Daveyton, measuring 334 (three hundred and thirty four) square metres, held under Deed of Transfer No. TL34260/88.

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

*Main building:* Residence comprising lounge, kitchen, 2 bedrooms, bathroom, & w/c.

Dated at Boksburg on 04 December 2001.

HP & D Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel. (011) 874-1800.] (Ref. 900937/L WEST/R KOK.) (Bond Account No: 4185951800101.)

Case No. 18108/99  
PH 444IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
DU TOIT, GERHARD FRANCOIS, 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 105 Commissioner Street, Kempton Park on 31 January 2002 at 10h00 of the undermentioned property of the Defendant on the conditions which may be inspected at 105 Commissioner Street, Kempton Park, prior to the sale:

*Certain:* Holding 386, Bredell A/H Extension 1, Registration Division I.R., Province of Gauteng, being 386 Harvest Street, Bredell A/H Extension 1, Kempton Park, measuring 2.6606 (two point six zero six) hectares, held under Deed of Transfer No. T23652/1989.

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

*Main building:* Lounge, kitchen, diningroom, 3 bedrooms, 2 bathrooms, 3 w/c, TV room, laundry, study. *Outside buildings:* 4 garages.

Dated at Boksburg on 05 December 2001.

HP & D Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel. (011) 874-1800.] (Ref. 450622/D WHITSON.) (Bond Account No: 213064723).

Case No. 23190/2000  
PH 444IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and HARDING, WILFRED, First Defendant, and  
HARDING, ANNA CATHERINA, Second 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 offices of the Sheriff, 439 Prince George Avenue, Brakpan, on 01 February 2002 at 11h00 of the undermentioned property of the Defendants on the conditions which may be inspected at, prior to the sale:

*Certain:* Erf 864, Brakpan Township, Registration Division IR, Province of Gauteng, being 8 Queen Avenue, Brakpan, measuring 991 (nine hundred and ninety one) square metres, held under Deed of Transfer No. T77784/98.

*Property zoned:* Residential 1. *Height:* 2 storeys. *Cover:* 60%. *Build line:* 4m.

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

*Main building:* Single storey brick/plastered and painted under IBR Zinc Sheet - pitched roof residence comprising lounge, dining room, sun/stoeproom, kitchen, 2 bedrooms, bathroom. *Outside buildings:* Single storey brick/plastered & painted under IBR Zinc Sheet flat roof comprising 1 outer room, outer toilet, garage. *Sundries:* Fencing: 4 sides pre-cast walling.

Dated at Boksburg on 03 December 2001.

HP & D Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel. (011) 874-1800.] (Ref. 900808/L WEST/R KOK.) (Bond Account No: 8147989900101.)



Case No. 22143/2001  
PH 444IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between BOE BANK LIMITED formerly known as NBS BOLAND BANK LIMITED, Plaintiff, and  
PRETORIUS, GERT PETRUS, First Defendant, and PRETORIUS, HESTER DIANN, Second 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 offices of the Sheriff, 180 Princess Avenue, Benoni, on 07 February 2002 at 9h00, of the undermentioned property of the Defendants on the conditions which may be inspected at the offices of the Sheriff, 180 Princess Avenue, Benoni, prior to the sale:

*Certain:* Holding 78, Lilyvale Agricultural Holdings, Registration Division IR, Province of Gauteng, being 78 Nel Street, Lilyvale Agricultural Holdings, Benoni, measuring 1.6472 (one point six four seven two) hectares, held under Deed of Transfer No. T48110/1998.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building:* Residence comprising lounge, kitchen, 3 bedrooms, 1 bathroom, 1 w/c. *Outside buildings:* Tandem garage.

Dated at Boksburg on 05 December 2001.

HP & D Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel. (011) 874-1800.] (Ref. 610401/L WEST/R KOK.) (Bond Account No: 8540118846).

Case No. 22791/01  
PH 444IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and OOSTHUYSEN: COENRAAD CORNELIUS, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Offices of the Sheriff, 439 Prince George Avenue, Brakpan, on 1 February 2002 at 11h00, of the undermentioned property of the Defendant on the conditions which may be inspected at, prior to the sale:

*Certain* Erf 721, Brakpan-Noord Extension 2 Township, Registration Division I.R., Province of Gauteng, being 13 Van Lingen Street, Brakpan-Noord Extension 2, Brakpan, measuring 800 (eight hundred) square metres, held under Deed of Transfer No. T46222/2000.

*Property zoned:* Residential 1.

*Height:* 2 storeys.

*Cover:* 60%.

*Buildline:* 5m.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building:* Single-storey brick/plastered and painted residence under cement tiles, pitched roof, comprising lounge, dining-room, kitchen, 3 bedrooms, 2 bathrooms and single garage. *Outside buildings:* There are no outbuildings on the premises. *Sundries:* Fencing: 4 sides pre-cast walling.

Dated at Boksburg on the 5th day of December 2001.

HP&D Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel. (011) 874-1800.] (Ref. 901064/L. West/NS.) (Bond Account No. 8231266200101.)

Case No. 7236/01

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

**In the matter between ABSA BANK LIMITED, t/a UNITED BANK, Execution Creditor, and  
MDUDUZI TARSICIUS HLENGWA, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Kempton Park, and writ of execution dated the 11th day of May 2001, the property listed hereunder will be sold in execution on Thursday, the 7th day of February 2002 at 10h00, at the Offices of the Sheriff, at 105 Commissioner Street, Kempton Park, to the highest bidder, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the Offices of the Sheriff, at 105 Commissioner Street, Kempton Park, prior to the sale:

*Stand:* Erf 1182, Birch Acres X3 Township, Registration Division I.R., in the Province of Gauteng, measuring 955 square metres, known as 9 Witogile Street, Birch Acres X 3, Kempton Park, held under Deed of Transfer T138911/00.

The following information is furnished *re* the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

*Improvements:* Lounge, dining-room, 3 bedrooms, kitchen, 2 bathrooms, 2 toilets, pool, driveway and flatlet, all under a tiled roof and surrounded by pre-cast walls.

**Terms:**

1. 10% (ten per cent) of the purchase price plus auctioneer's commission of 5% shall be paid to the Messenger of the Court/ auctioneer in cash on the day of sale and the unpaid balance shall be paid or secured by a bank or building society guarantee within 30 (thirty) days after the date of sale.

2. The purchaser shall be liable for all costs to procure transfer, as well as all outstanding rates and taxes.

3. The purchaser shall be obliged by signing of the conditions of sale, to pay the following fees to the Sheriff on the proceeds of the sale.

(a) On the sale of immovable property by the Sheriff as auctioneer 5 per cent on the first R30 000,00 of the proceeds of the sale and 3 per cent on the balance thereof, subject to a maximum commission of R7 000,00 in total and a minimum of R300,00 (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account).

(b) If an auctioneer is employed as provided in Rule 43(9), 2,5 per cent on the first R30 000,00 of the proceeds of the sale and 1,5 per cent on the balance thereof, subject to a maximum commission of R4 000,00 in total and a minimum of R300,00 (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account).

4. The full conditions of sale that will be read out by the auctioneer immediately prior to the sale, may be inspected at the Offices of the Messenger of Court, 105 Commissioner Street, Kempton Park.

Dated at Kempton Park this 7th day of January 2002.

(Sgd.) Mr R. Jansen, for Johan Jacobs & Malcolm Moodie, 1st Floor, The Whitehouse, cnr. Monument Road and Kerk Street (P.O. Box 1), Kempton Park. (Tel. 394-8265.) (Ref. DE/A17/846.)

**Case No. 22917/01**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK**

**In the matter between ABSA BANK LIMITED, t/a UNITED BANK, Execution Creditor, and  
MONERI MARTIN RAMODIKE, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Kempton Park, and writ of execution dated the 30th day of October 2001, the property listed hereunder will be sold in execution on Thursday, the 7th day of February 2002 at 10h00, at the Offices of the Sheriff at 105 Commissioner Street, Kempton Park, to the highest bidder, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the Offices of the Sheriff at 105 Commissioner Street, Kempton Park, prior to the sale:

Certain Section No. 12, as shown and more fully described on Sectional Plan No. SS92/98, in the scheme known as Ruthaleen, in respect of the land and building or buildings situated at Erf 195, Edleen Township, Local Authority Kempton Park/Tembisa Metropolitan Substructure, of which the floor area, according to the said sectional plan, is 63 square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST50172/98, also known as 11 Ruthaleen Flats, 29 Modderhill Road, Edleen, Kempton Park.

The following information is furnished *re* the improvements on the property as set out hereunder, but not warranties are given in respect thereof:

**Improvements:** Lounge, dining-room, bedroom, kitchen, bathroom, toilet and driveway. All under a tin roof and surrounded by pre-cast walls.

**Terms:**

1. 10% (ten per cent) of the purchase price plus auctioneer's commission of 5% shall be paid to the Messenger of the Court/ auctioneer in cash on the day of sale and the unpaid balance shall be paid or secured by a bank or building society guarantee within 30 (thirty) days after the date of sale.

2. The purchaser shall be liable for all costs to procure transfer, as well as all outstanding rates and taxes.

3. The purchaser shall be obliged by signing of the conditions of sale, to pay the following fees to the Sheriff on the proceeds of the sale.

(a) On the sale of immovable property by the Sheriff as auctioneer 5 per cent on the first R30 000,00 of the proceeds of the sale and 3 per cent on the balance thereof, subject to a maximum commission of R7 000,00 in total and a minimum of R300,00 (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account).

(b) If an auctioneer is employed as provided in Rule 43(9), 2,5 per cent on the first R30 000,00 of the proceeds of the sale and 1,5 per cent on the balance thereof, subject to a maximum commission of R4 000,00 in total and a minimum of R300,00 (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account).

4. The full conditions of sale that will be read out by the auctioneer immediately prior to the sale, may be inspected at the Offices of the Messenger of Court, 105 Commissioner Street, Kempton Park.

Dated at Kempton Park this 8th day of January 2002.

(Sgd.) Mr R. Jansen, for Johan Jacobs & Malcolm Moodie, 1st Floor, The Whitehouse, cnr. Monument Road and Kerk Street (P.O. Box 1), Kempton Park. (Tel. 394-8265.) (Ref. DE/A17/870.)

Case No. 22916/01

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

**In the matter between ABSA BANK LIMITED, t/a UNITED BANK, Execution Creditor, and JOHANNES STEPHANUS VAN DER WESTHUIZEN, First Execution Debtor, and MARTHA MARIA VAN DER WESTHUIZEN, Second Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Kempton Park, and writ of execution dated the 17th day of October 2001, the property listed hereunder will be sold in execution on Thursday, the 7th day of February 2002 at 10h00, at the Offices of the Sheriff, at 105 Commissioner Street, Kempton Park, to the highest bidder, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the Offices of the Sheriff, at 105 Commissioner Street, Kempton Park, prior to the sale:

**Stand:** Erf 16, Bonaero Park Township, Registration Division I.R., Province of Gauteng, measuring 840 square metres, known as 34 Bonaero Avenue, Bonaero Park, Kempton Park, held under Deed of Transfer T11867/95.

The following information is furnished *re* the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

**Improvements:** Lounge, dining-room, 3 bedrooms, kitchen, bathroom, toilet, garage and driveway. All under a sink roof and surrounded by pre-cast walls.

**Terms:**

1. 10% (ten per cent) of the purchase price plus auctioneer's commission of 5% shall be paid to the Messenger of the Court/ auctioneer in cash on the day of sale and the unpaid balance shall be paid or secured by a bank or building society guarantee within 30 (thirty) days after the date of sale.

2. The purchaser shall be liable for all costs to procure transfer, as well as all outstanding rates and taxes.

3. The purchaser shall be obliged by signing of the conditions of sale, to pay the following fees to the Sheriff on the proceeds of the sale.

(a) On the sale of immovable property by the Sheriff as auctioneer 5 per cent on the first R30 000,00 of the proceeds of the sale and 3 per cent on the balance thereof, subject to a maximum commission of R7 000,00 in total and a minimum of R300,00 (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account).

(b) If an auctioneer is employed as provided in Rule 43(9), 2,5 per cent on the first R30 000,00 of the proceeds of the sale and 1,5 per cent on the balance thereof, subject to a maximum commission of R4 000,00. In total and a minimum of R300,00 (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account).

4. The full conditions of sale that will be read out by the auctioneer immediately prior to the sale, may be inspected at the Offices of the Messenger of Court, 105 Commissioner Street, Kempton Park.

Dated at Kempton Park this 8th day of January 2002.

(Sgd.) Mr. R. Jansen, for Johan Jacobs & Malcolm Moodie, 1st Floor, The Whitehouse, cnr. Monument Road and Kerk Street (P.O. Box 1), Kempton Park. (Tel. 394-8265.) (Ref. DE/A17/899.)

Case No. 3176/99

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

**In the matter between ABSA BANK LIMITED, t/a UNITED BANK, Execution Creditor, and SONNY NJABULO DUMANI, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Kempton Park, and writ of execution dated the 8th day of February 2000, the property listed hereunder will be sold in execution on Thursday, the 7th day of February 2002 at 10h00, at the Offices of the Sheriff, at 105 Commissioner Street, Kempton Park, to the highest bidder, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the Offices of the Sheriff, at 105 Commissioner Street, Kempton Park, prior to the sale:

**Stand:** Erf 1469, Norkem Park X3 Township, Registration Division I.R., in the Province of Gauteng, measuring 1 023 square metres, known as 2 Adam Barnard Street, Norkempark, Kempton Park, held under Deed of Transfer T51169/98.

The following information is furnished *re* the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

**Improvements:** Lounge, dining-room, 3 bedrooms, kitchen, bathroom and toilet. All under a tiled roof and surrounded by pre-cast walls.

**Terms:**

1. 10% (ten per cent) of the purchase price plus auctioneer's commission of 5% shall be paid to the Messenger of the Court/ auctioneer in cash on the day of sale and the unpaid balance shall be paid or secured by a bank or building society guarantee within 30 (thirty) days after the date of sale.

2. The purchaser shall be liable for all costs to procure transfer, as well as all outstanding rates and taxes.

3. The purchaser shall be obliged by signing of the conditions of sale, to pay the following fees to the Sheriff on the proceeds of the sale.



(a) On the sale of immovable property by the Sheriff as auctioneer 5 per cent on the first R30 000,00 of the proceeds of the sale and 3 per cent on the balance thereof, subject to a maximum commission of R7 000,00 in total and a minimum of R300,00 (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account).

(b) If an auctioneer is employed as provided in Rule 43(9), 2,5 per cent on the first R30 000,00 of the proceeds of the sale and 1,5 per cent on the balance thereof, subject to a maximum commission of R4 000,00. In total and a minimum of R300,00 (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account).

4. The full conditions of sale that will be read out by the auctioneer immediately prior to the sale, may be inspected at the Offices of the Messenger of Court, 105 Commissioner Street, Kempton Park.

Dated at Kempton Park this 8th day of January 2002.

(Sgd.) Mr R. Jansen, for Johan Jacobs & Malcolm Moodie, 1st Floor, The Whitehouse, cnr. Monument Road and Kerk Street (P.O. Box 1), Kempton Park. (Tel. 394-8265.) (Ref. DE/A17/592.)

**Case No. 4951/01**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

**In the matter between ABSA BANK LIMITED, t/a UNITED BANK, Execution Creditor, and  
THELMA SHARON GROBLER, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Kempton Park, and writ of execution dated the 2nd day of October 2001, the property listed hereunder will be sold in execution on Thursday, the 7th day of February 2002 at 10h00, at the Offices of the Sheriff, at 105 Commissioner Street, Kempton Park, to the highest bidder, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the Offices of the Sheriff, at 105 Commissioner Street, Kempton Park, prior to the sale:

*Stand:* Erf 1385, Kempton Park X5 Township, Registration Division I.R., in the Province of Gauteng, measuring 1 115 square metres, known as 13 Suikerbos Street, Kempton Park X5, Kempton Park, held under Deed of Transfer T65871/98.

The following information is furnished *re* the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

*Improvements:* Lounge, dining-room, 3 bedrooms, kitchen, laundry, 2 bathrooms, 2 toilets, study, bar, 2 garages, pool, driveway and carport. All under a iron roof and surrounded by walls.

*Terms:*

1. 10% (ten per cent) of the purchase price plus auctioneer's commission of 5% shall be paid to the Messenger of the Court/ auctioneer in cash on the day of sale and the unpaid balance shall be paid or secured by a bank or building society guarantee within 30 (thirty) days after the date of sale.

2. The purchaser shall be liable for all costs to procure transfer, as well as all outstanding rates and taxes.

3. The purchaser shall be obliged by signing of the conditions of sale, to pay the following fees to the Sheriff on the proceeds of the sale.

(a) On the sale of immovable property by the Sheriff as auctioneer 5 per cent on the first R30 000,00 of the proceeds of the sale and 3 per cent on the balance thereof, subject to a maximum commission of R7 000,00 in total and a minimum of R300,00 (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account).

(b) If an auctioneer is employed as provided in Rule 43(9), 2,5 per cent on the first R30 000,00 of the proceeds of the sale and 1,5 per cent on the balance thereof, subject to a maximum commission of R4 000,00. In total and a minimum of R300,00 (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account).

4. The full conditions of sale that will be read out by the auctioneer immediately prior to the sale, may be inspected at the Offices of the Messenger of Court, 105 Commissioner Street, Kempton Park.

Dated at Kempton Park this 8th day of January 2002.

(Sgd.) Mr R. Jansen, for Johan Jacobs & Malcolm Moodie, 1st Floor, The Whitehouse, cnr. Monument Road and Kerk Street (P.O. Box 1), Kempton Park. (Tel. 394-8265.) (Ref. DE/A17/829.)

**Case No. 20938/00**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

**In the matter between ABSA BANK LIMITED, t/a UNITED BANK, Execution Creditor, and  
KUNJULWA ETHEL SILOSINI, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Kempton Park, and writ of execution dated the 29th day of May 2001, the property listed hereunder will be sold in execution on Thursday, the 7th day of February 2002 at 10h00, at the Offices of the Sheriff, at 105 Commissioner Street, Kempton Park, to the highest bidder, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the Offices of the Sheriff, at 105 Commissioner Street, Kempton Park, prior to the sale:

**Stand No.:** Section No. 23, as shown and more fully described on Sectional Plan No. SS755/94, in the scheme known as Kemptonian, in respect of the land and building or buildings situate at Portion 57 (a portion of Portion 45), of the farm Zuurfontein No. 33 Township, Registration Division I.R., in the Province of Gauteng, and remainder of Portion 59 (a portion of Portion 45), of the farm Zuurfontein No. 33, Registration Division I.R., in the Province of Gauteng, Local Authority Kempton Park/Tembisa Metropolitan Substructure, of which the floor area, according to the said sectional plan is 70 square metres in extent; and

*as well as:* 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 ST143545/99.

*As well as:* An exclusive use area described as Parking No. P17, measuring 13 square metres being as such part of the common property, comprising the land and the scheme known as Kemptonian, in respect of the land and building or buildings situate at Portion 57 (a portion of Portion 45), of the farm Zuurfontein No. 33 Township, Registration Division I.R., in the Province of Gauteng, and remainder of Portion 59 (a portion of Portion 45), of the farm Zuurfontein No. 33, Registration Division I.R., in the Province of Gauteng, Local Authority Kempton Park/Tembisa Metropolitan Substructure as shown and more fully described on Sectional Plan No. SS755/94, held under Notarial Cession of Exclusive Use Area SK 6015/99S, also known as Flat 23, Kemptonian, Casourina Street, Kempton Park.

The following information is furnished *re* the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

**Improvements:** Lounge, 3 bedrooms, 1 kitchen, 1 bathroom, 1 toilet, 1 carport, paved driveway and complex pool. All under a tiled roof and surrounded by brick walls.

**Terms:**

1. 10% (ten per cent) of the purchase price plus auctioneer's commission of 5% shall be paid to the Messenger of the Court/ auctioneer in cash on the day of sale and the unpaid balance shall be paid or secured by a bank or building society guarantee within 30 (thirty) days after the date of sale.

2. The purchaser shall be liable for all costs to procure transfer, as well as all outstanding rates and taxes.

3. The purchaser shall be obliged by signing of the conditions of sale, to pay the following fees to the Sheriff on the proceeds of the sale.

(a) On the sale of immovable property by the Sheriff as auctioneer 5 per cent on the first R30 000,00 of the proceeds of the sale and 3 per cent on the balance thereof, subject to a maximum commission of R7 000,00 in total and a minimum of R300,00 (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account).

(b) If an auctioneer is employed as provided in Rule 43(9), 2,5 per cent on the first R30 000,00 of the proceeds of the sale and 1,5 per cent on the balance thereof, subject to a maximum commission of R4 000,00. In total and a minimum of R300,00 (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account).

4. The full conditions of sale that will be read out by the auctioneer immediately prior to the sale, may be inspected at the Offices of the Messenger of the Court, 105 Commissioner Street, Kempton Park.

Dated at Kempton Park this 8th day of January 2002.

(Sgd.) Mr R. Jansen, for Johan Jacobs & Malcolm Moodie, 1st Floor, The Whitehouse, cnr. Monument Road and Kerk Street (P.O. Box 1), Kempton Park. (Tel. 394-8265.) (Ref. DE/A17/823.)

**Case No. 4091/01**

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

**In the matter between BODY CORPORATE THE FOUNTAINS, Plaintiff, and MSIBI: LIZZY FELICITY, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 22 June 2001 and writ of execution pursuant thereto, the property listed hereunder will be sold in execution on 30 January 2002 at 11h00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

**Certain:** A unit consisting of:

(a) Section No. 48, as shown and more fully described on Sectional Plan No. SS48/78, in the scheme known as The Fountains, in respect of the building or buildings situate at Erf 2653, Benoni, of which section the floor area, according to the said sectional plan, is 184 (one hundred and eighty-four) square metres in extent;

an 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. ST59732/1999, situate at Flat No. 8, Trafalgar, The Fountains, Main Reef Road, Benoni.

The following improvements are reported to be on the property, but nothing is guaranteed: **Main building:** Two storeys comprising: Lounge/dining-room, kitchen, 2 bedrooms, bathroom/shower and separate w.c. **Outside buildings:** Garage, carport and courtyard.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Office of the Sheriff of the Court, Benoni.

Dated at Boksburg on 11 December 2001.

HP&D Attorneys, Attorneys for Plaintiff, Blocks 4, 5 & 6, HP&D Park, Pond Road, East Rand Mall. [Tel. (011) 874-1800.] (Ref. 520567/D. Whitson.)

Case No. 97/13148

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MODISENYANE, MARIA BRENDA, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff, at the Sheriff's Office, 19 Pollock Street, Randfontein, on 1 February 2002 at 10h00, of the undermentioned property of the Defendant on the conditions which will lie for inspections at the Sheriff's Office, 19 Pollock Street, Randfontein, prior to the sale:

Erf 87, Mohlakeng Township, situated at 87 Moape Street, Mohlakeng Township, Registration Division I.Q., Province of Gauteng, measuring 339 (three hundred and thirty-nine) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, 2 bedrooms and kitchen.

The property is zoned Residential.

Signed at Johannesburg on the 12th day of December 2001.

Ismail Ayob & Partners, Plaintiff's Attorneys, 41 Central Street, Houghton, 2198. (Docex 11, Houghton.) [Tel. (011) 727-5800.] [Fax No. (011) 727-5880.] (Ref. M48299/PC.)

Case No: 2001/13458  
PH 267

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and LEWIS, NEIL PETER, First Defendant,  
LEWIS, KATHLEEN NAOMI, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court at Ground Floor, 69 Juta Street, Braamfontein, on Thursday, the 31st January 2002 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the High Court, Johannesburg East at Ground Floor, 69 Juta Street, Johannesburg.

Remaining Extent of Erf 337, Kew Township, Registration Division I.R., Province of Gauteng, measuring 1 487 m<sup>2</sup> (one thousand four hundred and eighty seven) square metres, held by the Defendants under Deed of Transfer Number T108225/1998, being 91—7th Road, Kew, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of: Lounge, dining room, kitchen, study, 3 bedrooms, 2 x bathroom/toilet/shower, laundry, double garage, servants' quarters, 2 x outside toilets.

**Terms:** 10% (ten per cent) of the purchase price payable 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 14 (fourteen) days from the date of sale.

The Purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000,00 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000,00 (seven thousand rand). Minimum charges R300,00 (three hundred rand).

Dated at Johannesburg on this the 7th day of December 2001.

Routledge-Modise, Plaintiff's Attorneys, 7th Floor, Colosseum, 41 Kruis Street, Johannesburg. [Tel. (011) 286-6900.] [Telefax: (011) 286-6901.] (Ref: F00335/JHBFCLS/Mrs Strachan.)

Case No: 97/35244  
PH 267

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and NYAMA, TELEKO SIMON, First Defendant,  
NYAMA, MADHLONG ELIZABETH, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, the 31st January 2002 at 10 a.m. of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging.

Erf 597, Waldrif Township, Registration Division I.Q., Province of Gauteng, measuring 1 514 m<sup>2</sup> (one thousand five hundred and fourteen) square metres, held by the Defendants under Deed of Transfer Number T98336/1996, being 13 Horingblender Street, Waldrif.



The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of: Lounge, dining room, kitchen, bedroom, bathroom, toilet, garage.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The Purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000,00 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000,00 (seven thousand rand). Minimum charges R300,00 (three hundred rand).

Dated at Johannesburg on this the 7th day of December 2001.

Routledge-Modise, Plaintiff's Attorneys, 7th Floor, Colosseum, 41 Kruis Street, Johannesburg. [Tel. (011) 286-6900.] [Telefax: (011) 286-6901.] (Ref: ZB0128/JHBFCLS/Mrs Strachan.)

**Case No: 99/16830  
PH 267**

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and DAHMS, HEINRICH THEODOR JACOB, First Defendant,  
DAHMS, ERIKA, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court at Ground Floor, 69 Juta Street, Braamfontein, on Thursday, the 31st January 2002 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the High Court, Johannesburg West at 6 Motor Street, Westdene, Johannesburg.

Erf 614, Triomf Township, Registration Division I.Q., the Province of Gauteng, measuring 495 m<sup>2</sup> (four hundred and ninety five square metres), held by the Defendants under Deed of Transfer Number T48025/89, being 35 Ray Street, Triomf.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of: Lounge, kitchen, 3 bedrooms, bathroom/w.c., family room, carport.

**Terms:** 10% (ten per cent) of the purchase price payable 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 14 (fourteen) days from the date of sale.

The Purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000,00 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000,00 (seven thousand rand). Minimum charges R300,00 (three hundred rand).

Dated at Johannesburg on this the 10th day of December 2001.

Routledge-Modise, Plaintiff's Attorneys, 7th Floor, Colosseum, 41 Kruis Street, Johannesburg. [Tel. (011) 286-6900.] (Ref: ZB6414/JHBFCLS/Mr Davel/IS.)

**Case No: 93/24976  
PH 267**

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and MAKASANI, MAFEMANI THOMAS, First Defendant,  
MAKASANI, MALALAMBA JOSEPHINE, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court at 180 Princess Avenue, Benoni, on Thursday, the 31st January 2002 at 9:00 of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the High Court, Benoni, at 180 Princess Avenue, Benoni.

Erf 8701, Daveyton Extension 2 Township, Registration Division I.R., Province of Gauteng, measuring 321 m<sup>2</sup> (three hundred and twenty one square metres), held by the Defendants under Deed of Transfer Number T18133/92, being Mayeko Crescent 7115, Daveyton Extension 2, Benoni.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of: Lounge, kitchen, 3 bedrooms, 1 bathroom, separate toilet.

**Terms:** 10% (ten per cent) of the purchase price payable 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 14 (fourteen) days from the date of sale.

The Purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000,00 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000,00 (seven thousand rand). Minimum charges R300,00 (three hundred rand).

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

Routledge-Modise, Plaintiff's Attorneys, Routledge Modise Chambers, 2 Pybus Road, corner Rivonia Road, Sandton, Johannesburg. [Tel. (011) 286-6900.] [Telefax: (011) 286-6901.] (Ref: Z7663/Mr Davel/Mrs Strachan.)

Case No: 100042/99  
PH 176

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

**In the matter between: EASTERN METROPOLITAN SUBSTRUCTURE, Plaintiff, and  
YORIC PROPERTIES C C, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 17 October 2000, the property listed hereunder will be sold in execution at 10h00 on Friday, 1 February 2002 in front of the Magistrate's Court, Fox Street Entrance, Johannesburg, namely:

Erf 2790, Jeppestown, measuring 1 963 square metres, situated at 225 Jules Street, Jeppestown, held by Deed of Transfer No. T3720/1992.

The property consists of: A vacant stand, but nothing is guaranteed.

And take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg East, 69 Juta Street, Braamfontein, and contain *inter alia* the following provisions:

1. Ten percent of the purchase price in cash on the day of the sale.
2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.
3. Auctioneer's charges, payable on the day of sale, being 5% of the purchase price of the property sold up to R30 000,00 and 3% on the balance of the purchase price subject to a maximum of R7 000,00 and a minimum of R300,00.
4. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and of the Title Deeds insofar as these are applicable.

Dated at Johannesburg on this 13th day of November 2001.

Moodie & Robertson, 9th Floor, 209 Smit Street, Braamfontein; P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 403-5171]  
(Ref CD/205750526.)

Case No: 90459/00  
PH 176

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

**In the matter between: EASTERN METROPOLITAN SUBSTRUCTURE, Plaintiff, and  
MATMAL PROPS (PTY) LTD, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 6 February 2001, the property listed hereunder will be sold in execution at 10h00 on Friday, 1 February 2002 in front of the Magistrate's Court, Fox Street Entrance, Johannesburg, namely:

Erf 591, Yeoville, measuring 495 square metres, situated at 58 Hopkins Street, Yeoville, held by Deed of Transfer No. T1159/51.

The property consists of: Viewed from outside—A house with two bedrooms, lounge, kitchen, bathroom and servants' quarters, but nothing is guaranteed.

And take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg East, 69 Juta Street, Braamfontein, and contain *inter alia* the following provisions:

1. Ten percent of the purchase price in cash on the day of the sale.
2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.
3. Auctioneer's charges, payable on the day of sale, being 5% of the purchase price of the property sold up to R30 000,00 and 3% on the balance of the purchase price subject to a maximum of R7 000,00 and a minimum of R300,00.
4. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and of the Title Deeds insofar as these are applicable.

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

Moodie & Robertson, 9th Floor, 209 Smit Street, Braamfontein; P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 403-5171]  
[Ref CD/32630516 (206021861).]

Case No. 1004/00  
PH 176/M4

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

**In the matter between: CITY OF JOHANNESBURG, Plaintiff, and MASEKO N L, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 08 August 2001, the property listed hereunder will be sold in execution at 10h00 on Friday, 01 February 2002 in front of the Magistrate's Court, Fox Street entrance, Johannesburg namely:

Erf 116, Bellevue-East, measuring 801 square metres, situated at 96 Bezuidenhout Street, Bellevue-East, held by Deed of Transfer No. T39846/1996.

The property consists of: Viewed from outside, a house with two bedrooms, lounge, kitchen, bathroom, garage and servants quarters, but nothing is guaranteed.

And take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg East, 69 Juta Street, Braamfontein, and contain inter alia the following provisions:

1. Ten per cent of the purchase price in cash on the day of the sale.
2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty one (21) days from the date of sale.
3. Auctioneer's charges, payable on the day of the sale, being 5% of the purchase price of the property sold up to R30 000,00 and 3% on the balance of the purchase price subject to a maximum of R7 000,00 and a minimum of R300,00.
4. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and of the title deed in so far as these are applicable.

Dated at Johannesburg on 5 December 2001.

Moodie & Robertson, 9th Floor, 209 Smit Street, Braamfontein. [Tel. (011) 403-5171.] P.O. Box 4685, Johannesburg, 2000. (Ref. CD/205486864.)

Case No. 79800/00

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

**In the matter between: BODY CORPORATE HOUGHTON VIEW HEIGHTS, Plaintiff, and NOORDBERGER M Mr, 1st Defendant, and NOORDBERGER S Mrs, 2nd Defendant**

On the 1st day of February 2002 at 10h00 a public auction sale will be held in front of the entrance to the Magistrate's Court, Fox Street, Johannesburg, at which the Sheriff of the Court shall pursuant to a judgment of the Court in this action, warrant of execution issued in thereof and attachment in execution made thereunder, sell:

*Certain:* Section No. 14, as shown and more fully described on Sectional Plan SS85/88 in the scheme known as Houghton View Heights, situated at Yeoville Township, The Eastern Metropolitan Sub-Structure of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said sectional plan is 100 (one hundred) square metres in extent together with 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

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 ST54934/91.

Section No. 27, and more fully described on Sectional Plan SS85/88 in the scheme known as Houghton View Heights, situated at Yeoville Township, The Eastern Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said section is 19 (nineteen) square metres; and

An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST54934/91.

Also known as 7 Houghton View Heights, cnr Kenmere and Muller Streets, Yeoville, Johannesburg.

*Improvements* (which are not warranted to be correct and are not guaranteed): Simplex under concrete roof consisting of 2 bedrooms, bathroom, toilet, lounge and dining-room combined, kitchen, undercover parking bay, storeroom.

*Material conditions of sale are:*

1. The sale shall, in all respects, be governed by the Magistrate's Court Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefore and subject thereto, the property will be sold voetstoots to the highest bidder without reserve.
2. The price shall bear interest at the rate of 20,25% per annum of if the claim of Standard Bank of South Africa Limited exceeds the price, interest amounting to the same as interest at that rate on that claim subject to such interest not exceeding the maximum 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 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 guarantees 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 therefore.



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 benefits, risk and liabilities shall pass to the purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Johannesburg East, 69 Juta Street, Braamfontein, Johannesburg.

Dated at Johannesburg on this the 22nd day of November 2001.

Biccari Bollo Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate, Johannesburg, Postnet Suite 258, Private Bag X4, Bedfordview. (Tel. 622-3622.) (Ref. R Rothquel/HV.1.)

Case No. 12986/01

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

**In the matter between: BODY CORPORATE CROMWELL COURT, Plaintiff, and MOTSOAHAE EM, Defendant**

On the 1st day of February 2002 at 10h00 a public auction sale will be held in front of the entrance to the Magistrate's Court, Fox Street, Johannesburg, at which the Sheriff of the Court shall, pursuant to a judgment of the Court in this action, warrant of execution issued in thereof and attachment in execution made thereunder, sell:

*Certain:* Section No. 5, as shown and more fully described on Sectional Plan SS28/84 in the scheme known as Cromwell Court, situated at Bellevue East Township, The Greater East Rand Metro, of which section the floor area according to the said sectional plan is 92 (ninety-two) square metres in extent together with 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

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 ST68149/1999, also known as: 5 Cromwell Court, 150 Becker Street, Yeoville, Johannesburg.

*Improvements* (which are not warranted to be correct and are not guaranteed): Simplex under concrete roof consisting of 2 bedrooms, bathroom, toilet, lounge and dining-room combined, kitchen, balcony.

*Material conditions of sale are:*

1. The sale shall, in all respects, be governed by the Magistrate's Court Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefore and subject thereto, the property will be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate of 20,25% per annum or if the claim of Standard Bank of South Africa Limited exceeds the price, interest amounting to the same as interest at that rate on that claim subject to such interest not exceeding the maximum 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 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 guarantees 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 therefore.

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 benefits, risk and liabilities shall pass to the purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Johannesburg East, 69 Juta Street, Braamfontein, Johannesburg.

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

Biccari Bollo Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate, Johannesburg, Postnet Suite 258, Private Bag X4, Bedfordview. (Tel. 622-3622.) (Ref. R Rothquel/CRO.3.)

Case No: 00/10843

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and PHAKOE MOHAPI DAVID, 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 by the Sheriff at the Offices of De Klerk, Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on the 31 January 2002 at 10h00, of the undermentioned property of the Defendants on the Conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 618, Lakeside Township, Registration Division I.Q., Province of Gauteng, measuring 250 (two hundred and fifty) square metres.

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

Dwelling consisting of lounge, 3 bedrooms, kitchen, bathroom.

The property is zoned Residential.

Signed at Johannesburg on the 13 December 2001.

Ismail Ayob & Partners, Plaintiff's Attorneys, 41 Central Street, Houghton, 2198; Docex 11, Houghton. Ref: P66744/PC.  
Tel No: (011) 727-5800. Fax No: (011) 727-5880.

**Case No: 3833/1998**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and MODIBE, JACOBETH NKETHU, 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 by the Sheriff, at the Sheriff's Office, 19 Pollock Street, Randfontein, on the 1 February 2002 at 10h00, of the undermentioned property of the Defendant on the Conditions which will lie for inspection at the Sheriff's Office, 19 Pollock Street, Randfontein, prior to the sale:

Erf 3941, Mohlakeng Township, Registration Division I.Q., the Province of Gauteng, measuring 326 (three hundred and twenty six) square metres.

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

Dwelling consisting of lounge, 3 bedrooms, kitchen, bathroom.

The property is zoned Residential.

Signed at Johannesburg on the 18 December 2001.

Ismail Ayob & Partners, Plaintiff's Attorneys, 41 Central Street, Houghton, 2198; Docex 11, Houghton. Ref: M66079/PC.  
Tel No: (011) 727-5800. Fax No: (011) 727-5880.

**Case Number: 99/30555  
PH 507**

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

**In the matter between: BOE BANK LIMITED, Plaintiff/Execution Creditor, and WINFRED KATUNGWA KATHENDU, Defendant/Execution Debtor**

In terms of a judgement of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned matter, a sale will be held on Thursday, the 31st January 2002 at 10h00 at the offices of the Johannesburg East, 69 Juta Street, Braamfontein, Johannesburg:

*Certain:* Erf 3260, Kensington Township, Registration Division I.R., The Province of Gauteng, measuring 495 (four hundred and ninety five) Square Metres, held under Deed of Transfer T40741/1998, subject to the conditions therein contained, and especially the rights to minerals.

*Measuring:* 495 (four hundred and ninety five) square metres.

*Situated at:* 219 Highland Street, Kensington, Johannesburg.

*Description:* Plaster brick house.

*Consisting of: Main Building:* Lounge, Dining Room, 3 bedrooms, 2 bathrooms, kitchen, Scullery.

*Outbuildings:* Servant's quarters, 1 Garage, Granny Flat, Store Room.

Held under Deed of Transfer No. T40741/1998.

The sale will be held on the conditions to be read out by the Auctioneer at the sale and these conditions may be examined at the offices of the Sheriff Johannesburg East, 69 Juta Street, Braamfontein, or at the offices of the Plaintiff's/Execution Creditor's Attorneys Blakes, Maphanga Incorporated, 14 Plein Street, Johannesburg.

Signed at Johannesburg on this the 20th day of December 2001.

Attorney for Plaintiff/Execution Creditor, Blakes Maphanga Inc. (Randburg), 17 Judges Avenue, off Beyers Naude Drive, Cresta, 2194. DX 497, Johannesburg. Fax: (011) 478-3212. Tel: (011) 476-5792. Ref: JSDV/Liz Castro/B0168/232. C/o Blakes Maphanga Inc. (Jhb), 14 Plein Street, Johannesburg.

Case Number 00/27436  
PH 765IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between: BODY CORPORATE OF NATAL MANSIONS, Plaintiff/Execution Creditor, and DE BEER: DIED-ERICK MARTINUS FREDERICK, Defendant/Execution Debtor**

In pursuance of a Judgment obtained in the abovementioned High Court dated the 7th day of March 2001, and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on the 7th day of February 2002 from 10h00, at the abovementioned High Court, 69 Juta Street, Braamfontein, Johannesburg to the highest bidder:

*Property description:*

(a) A unit consisting of Section 37, as shown and more fully described on Sectional Plan No. SS129/1982 in the scheme known as Natal Mansions situate at Johannesburg Township, The Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said section plan is 126 (one hundred and twenty 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:

A two bedroomed flat, with kitchen, dining room, lounge in the building known as Flat 5, Natal Mansions, 12 Natal Street, Bellevue, Johannesburg.

*Physical address:* No. 5 Natal Mansions, 12 Natal Street, Bellevue, Johannesburg.

*Improvements:* Two bedroomed flat, with kitchen, dining room, lounge in the building known as Flat 5, Natal Mansions, 12 Natal Street, Bellevue, Johannesburg.

*Zoning* (the accuracy hereof is not guaranteed): Residential.

1. The sale shall be subject to the Supreme Court Act 59 of 1959 (as amended) and the Rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price or R500 whichever is the greater, and the auctioneer's charges in cash at the time of the sale.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest at the rate of 22 ½% (twenty two and a half percent) per annum to the Execution Creditor from the date of sale to date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff, 19 Lepus Street, Crown Extension, Johannesburg.

Dated at Johannesburg on this the 5th day of December 2001.

Julian Hurwitz Attorneys, Plaintiff's Attorneys, Rillo Place, 119 7th Avenue, cnr Louis Botha Avenue, Highlands North. DX 57. Ref: JH/ws/N137. Tel: 885-2680.

To: The Registrar of the High Court, Johannesburg.

Case No. 4484/2001

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

**In the matter of: VINCENT HARMAN, Execution Creditor, and DANIEL LOUIS SWANEPOEL, Execution Debtor**

On 30 January 2002 at 11h00 a public auction sale will be held at the Magistrate's Court, Harpur Avenue, Benoni, at which the Sheriff will, pursuant to the Judgment of the Court in this action, and a Warrant of Execution issued in terms thereof and attachment of execution made thereunder, sell:

*Certain:* Erf 5159, Northmead Ext 4, Benoni.

*Measuring:* 1047 square metres.

*Registration Division:* I.R., Province Gauteng.

*Held by:* Deed of Transfer No: T36554/2000.

*Also known as:* 8 Lelie Street, Northmead, Benoni.

*Consisting of* (no warranted to be correct in every aspect): 1 x brick & plaster house with zink roofing, pre-cast & brick walling, paving, knotty pine & white board ceiling, tiled & carpeted floors, 1 x 3 bedrooms with built-in cupboards, 1 x bathroom & toilet, 1 x lounge, 1 x diningroom, 1 x kitchen, 1 x double garage, 2 x servants quarters with toilet & shower, outside flatlet consisting of 2 bedrooms, bathroom, toilet, bath, kitchen & lounge.

*The material conditions of sale are:*

1. The sale shall in all respects, be governed by Magistrate's Court Act 1944 and the Rules made thereunder or any amendments thereof 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 ten per centum of the price, immediately after the sale and the balance of the price and interest shall, within fourteen 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 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 are payable to the local or any 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 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.

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

Stupel & Berman Attorneys, 70 Lambert Street, Germiston, 1401. Tel: 873-9100. Fax: 873-9983. c/o 6 Curlew Place, Benoni. Ref: Mr Kaplan/CK/5370.

Case No. 96/16715  
PH 222

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

**In the matter between: BOE BANK LIMITED (formerly NBS BOLAND BANK LIMITED, formerly NBS BANK LIMITED), Plaintiff, and NXUMALO: NHLANHLA AMBROSE, First Defendant, and NXUMALO: PREUDENCIA, Second 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 offices of the Sheriff of the High Court, Roodepoort South, 10 Liebenberg Street, Roodepoort, on Friday, the 1 February 2002 at 10h00 of the undermentioned property of the Defendants on the Conditions of Sale to be read out by the Sheriff at the time of the Sale:

*Description:* Erf 346, Mmesi Park Township, Registration Division I.Q., Transvaal.

*Measuring:* 435 (Four Hundred and Thirty Five) square metres.

Held by Certificate of Registered Grant of Leasehold TL47356/1990 (Now Freehold), and situate at 346 Mmesi Park.

*Zoned:* Residential (hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey dwelling with brick walls and tiled roof. Consisting of a lounge, diningroom, kitchen, 3 bedrooms, 1 bathroom, 1 w.c. The boundary is fenced.

*Terms:*

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the Sale and Transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty or VAT where applicable, Conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the bid, and the balance of the purchase price together with interest thereon at the rate of 21,25% per annum with effect from the date of sale, shall be paid or secured by a Bank or Building Society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the sale. Auctioneer's charges, payable on the day of the sale, is to be paid by the purchaser.

*Conditions:* The Conditions of Sale may be inspected at the Office of the Sheriff of the High Court, Roodepoort South, 10 Liebenberg Street, Roodepoort.

Dated at Johannesburg on this the 13 day of December 2001.

Moodie & Robertson, Plaintiff's Attorneys, 9th Floor, 209 Smit Street, Braamfontein, Johannesburg, 2000. Tel. 807-6046. Ref: Mr. Johnson/N94342.

Case No: 157021/97  
PH 176

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

**In the matter between: EASTERN METROPOLITAN SUBSTRUCTURE, Plaintiff, and HYMCO PROPERTIES CC, Defendant**

Kindly take notice that pursuant to a Judgment of the above Honourable Court granted on 10 February 1998, the property listed hereunder will be sold in Execution at 10h00 on Friday, 01 February 2002 in front of the Magistrate's Court, Fox Street Entrance, Johannesburg, namely:

Erf 644, Kew, measuring 2460 square metres, situated at 93 Twelfth Road, Kew, held by Deed of Transfer No. T80857/89.

*The property consists of:* Viewed from outside—a building with twenty rooms and two toilets, but nothing is guaranteed.

And take further notice that the full Conditions of Sale may be inspected at the offices of the Sheriff of the Court, Johannesburg East, 69 Juta Street, Braamfontein, and contain *inter alia* the following provisions:

1. Ten percent of the purchase price in Cash on the day of the Sale.
2. The balance of the Purchase price together with interest thereon payable against registration of Transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.
3. Auctioneer's charges, payable on the day of sale, being 5% of the purchase price of the property sold up to R30 000.00 and 3% on the balance of the purchase price subject to a maximum of R7000.00 and a minimum of R300.00.
4. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder and of the Title Deeds insofar as these are applicable.

Dated at Johannesburg on 28 November 2001.

Moodie & Roertson, 9th Floor, 209 Smit Street, Braamfontein. (011) 403 571. P.O. Box 4685, Johannesburg, 2000.  
Ref: CD/38189926(2064955086).

**Case No: 859/2001  
PH 267**

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

**In the matter between: COMBINED MORTGAGE NOMINEES (PTY) LTD, Plaintiff, and  
MAURILIO PROPERTIES (PTY) LTD, 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 by the Sheriff of the High Court at 182 Leeupoort Street, Boksburg on Friday the 1st February 2002, at 11:15, of the undermentioned immovable property of the Defendant on the Conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the High Court Boksburg, 182 Leeupoort Street, Boksburg.

Erf 451 and 452 Boksburg Township, Registration IR, Province of Gauteng, Measuring 248 and 248 m<sup>2</sup> (Square Metres), held by the Defendant under Deed of Transfer Number T18930/1981, being 248 Commissioner Street, Boksburg.

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

*The property consists of:* Part single story, part double story building, which consists of ground floor shops measuring 469 square metres and first floor consisting of four flats measuring 469 square metres in total.

*Terms:* 10% (Ten Per Cent) of the purchase price in cash on the day of the sale; the balance payable against registration of Transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The Purchaser shall, on the day of the sale, pay 5% (five Per Cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (Thirty Thousand Rand) and thereafter 3% (Three Per Cent) up to a maximum fee of R7 000 (Seven Thousand Rand). Minimum charges R260,00 (Two Hundred and Sixty Rand).

Dated at Johannesburg during December 2001.

Plaintiff's Attorneys, Routledge-Modise, 7th Floor, Colosseum, 41 Kruis Street, Johannesburg. Telephone: (011) 331-0511. Telefax: (011) 331-0711. Ref: IA2974/Mr Rumsey/tjv.

**Case No: 2000/5859  
PH 267**

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

**In the matter between: MARTINDALE STACEY DU TOIT (PTY) LIMITED, Plaintiff, and BRITOW, KAREN, First  
Defendant, CHOONARA, MAHMED SHIRAAZ, Second 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 by the Sheriff of the High Court at Ground Floor, 69 Juta Street, Braamfontein, on Thursday the 31st January 2002 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the High Court, Johannesburg South at 100 Sheffield Street, Turffontein.

Erf 1143, Ridgeway Extension 5 Township, Registration Division I.R., the Province of Gauteng, measuring 1 010 m<sup>2</sup> (one thousand and ten square metres), held by the Defendants under Deed of Transfer Number T3740/2000, being 36 Susanna Street, Ridgeway, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of: Three bedrooms, two bathrooms of which one is on-suite, one kitchen, one dining room, one family room, one lounge, a veranda, a garden and a double garage with outside buildings. The house has a flat roof.

*Terms:* 10% (ten per cent) of the purchase price payable in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society guarantee or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The Purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000,00 (seven thousand rand). Minimum charges R300,00 (three hundred rand).

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

Routledge-Modise, Plaintiff's Attorneys, 7th Floor, Colosseum, 41 Kruis Street, Johannesburg. [Tel. (011) 331-0511.] [Telefax: (011) 331-0711.] (Ref. IA1905/Ms Smith/dn.)

**Case No: 305/2001**

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

**In the matter between: STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ISRAEL IBUTSWE TLHOAELE (No.: 580606660080), 1st Defendant, AGNES MARK TLHOAELE (No. 6706170298083), 2nd Defendant**

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Deputy Sheriff for the High Court of South Africa (Bophuthatswana Provincial Division), at the front door of the Magistrate's Court, Soshanguve, on the 7th day of February 2002 at 11h00, of the undermentioned immovable property of the First and Second Defendant, on the conditions to be read out by the Sheriff at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff, High Court, Odi.

*Address:* Site 8664, situated in the Township Mabopane-M Extension 2, Province North West, extent 344 (three hundred and forty four) square metres, held by virtue of Deed of Grant No.: TG6893/98.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A brick dwelling consisting of 2 living rooms, 3 bedrooms, 2 bathrooms.

*Terms:* The full purchase price payable against registration of transfer, to be secured by bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall, on the day of the sale pay 5% (five percent) auctioneer's charges on the proceeds of the sale up to a price of R30 000,00 and thereafter 3% (three percent) provided that the minimum amount payable shall be R300,00 and the maximum amount R7 000,00.

Dated at Mafikeng on this 8th day of January 2002.

Van Onselen & Van Rooyen Inc., Plaintiff's Attorneys, 9 Proctor Street, Mafikeng, 2745. (Ref: JVO/AvR/JS167/2001.)

**Case Number: 18551/2001**

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

**In the matter between: SAAMBOU BANK LTD, Judgment Creditor, and ZIKHONENE MICHAEL MKONZA, 1st Judgment Debtor, and DIPUO DORAH MKONZA, 2nd Judgment Debtor**

In pursuance of a judgment granted on the 5th of October 2001 in the High Court of South Africa (Transvaal Provincial Division) and under a writ of execution thereafter, the immovable property listed hereunder will be sold in execution on the 15th of February 2002 at the Magistrate's Office, Oberholzer, Van Zyl Smit Street at 10h00 without reserve to the highest bidder:

Erf 7834, situated in the Township of Khutsong Ext 1 (previously known as Erf 327, Khutsong Ext 1, Merafong City Local Municipality, Registration Division I Q, Gauteng, in extent 375 (three hundred and seventy five) square metres, held by the Judgment Debtors in their names under Deed of Transfer No. TL51504/1989.

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 (fourteen) days from the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The Purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Judgment Creditor or its attorneys and the purchaser shall pay all transfer costs, current rates taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. The sale shall not proceed unless the Judgment Creditor or his representative is present.

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

Dated at Pretoria on this 18th day of December 2001.

Henstock van den Heever, Judgment Creditor's Attorneys, 343 Farenden Street, Arcadia, Pretoria. (Ref: C. Kotzé/mm/HHM029.)



Case Number: 23328/2001

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

**In the matter between: SAAMBOU BANK LTD, Judgment Creditor, and MACHAEA JONAS MOTSOENENG,  
1st Judgment Debtor, LYDIA MOTSOENENG, 2nd Judgment Debtor**

In pursuance of a judgment granted on the 30th of October 2001 in the High Court of South Africa (Transvaal Provincial Division) and under a writ of execution thereafter, the immovable property listed hereunder will be sold in execution on the 22nd of February 2002 at the main entrance, Magistrate's Office, Gen Hertzog Street, Vanderbijlpark at 10h00 without reserve to the highest bidder:

Erf 2937, situated in the Township of Evaton West, Emfuleni Local Municipality, Registration Division I Q, Gauteng, in extent 300 (three hundred) square metres, held by the Judgment Debtors in their names under Deed of Transfer No. TL18177/1990.

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 (fourteen) days from the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The Purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Judgment Creditor or its attorneys and the purchaser shall pay all transfer costs, current rates taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. The sale shall not proceed unless the Judgment Creditor or his representative is present.

The full conditions may be inspected at the offices of the Sheriff of the High Court, Rietbok Building, Suite A, Gen. Hertzog Street, Vanderbijlpark, during office hours.

Dated at Pretoria on this 7th day of January 2002.

Henstock van den Heever, Judgment Creditor's Attorneys, 343 Farenden Street, Arcadia, Pretoria. (Ref: C. Kotzé/HHM040.)

Case Number: 19425/2001

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

**In the matter between: SAAMBOU BANK LTD, Judgment Creditor, and  
THANDI LETIA KHANYE, Judgment Debtor**

In pursuance of a judgment granted on the 28th of August 2001 in the High Court of South Africa (Transvaal Provincial Division) and under a writ of execution thereafter, the immovable property listed hereunder will be sold in execution on the 14th of January 2002 at the Magistrate's Office, Soshanguve, at 11h00 without reserve to the highest bidder:

Erf 25, situated in the Township Soshanguve-FF, City of Tshwane Metropolitan Municipality, Registration Division J R, Gauteng, in extent 300 (three hundred square metres), held by the Judgment Debtor in her name under Deed of Transfer No. T30054/1993.

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 (fourteen) days from the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The Purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Judgment Creditor or its attorneys and the purchaser shall pay all transfer costs, current rates taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. The sale shall not proceed unless the Judgment Creditor or his representative is present.

The full conditions may be inspected at the offices of the Sheriff of the High Court, at E3, Mabopane Highway, Hebron, during office hours.

Dated at Pretoria on this 10th day of January 2002.

Henstock van den Heever, Judgment Creditor's Attorneys, 343 Farenden Street, Arcadia, Pretoria. (Ref: C. Kotzé/HHK002.)

Case No: 11468/2000

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

**In the matter between: BOE BANK LIMITED, Plaintiff, and DUDUZA JOB NGANA, First Defendant,  
MAGGIE THANDY NGANA, Second Defendant**

Pursuant to a judgment granted by this Honourable Court on 12 June 2000, and a warrant of execution, the undermentioned property will be sold in execution by the Sheriff of the Supreme Court, Nigel, on Friday, 8 February 2002 at 09h00 at the Sheriff's Office, Nigel, at the Magistrate's Court, Kerk Street, Nigel, to the highest bidder:

Erf 62, Alrapark Township, Registration Division I.R., the Province of Gauteng, in extent 323 (three hundred and twenty three) square metres, held by Deed of Transfer T91954/98, also known as 27 Quince Avenue, Alrapark, Nigel.

The following information is forwarded regarding the improvements on the property, although nothing can be guaranteed in this regard: Lounge, kitchen, bedroom, bathroom.

The Purchaser should pay a deposit of 10% of the purchase price and also the Sheriff of the Supreme Court's fees on the day of the sale and the balance price at registration of transfer, and secured by a bank guarantee approved by Plaintiff's Attorneys, to be given to the Sheriff of the Supreme Court within fourteen days after the sale.

The abovementioned property will be sold on the conditions read out by the Sheriff of the Supreme Court at the time of sale, which will be available for viewing at the abovementioned Sheriff of Nigel.

Dated at Kempton Park on this 13th day of December 2001.

(Sgd) J. G. Joubert, Joubert, Scholtz Incorporated, 11 Heide Street, Kempton Park; P.O. Box 1300, Kempton Park.  
[Tel. (011) 394-2676.] C/o 8 Vloer, Charter House, 179 Bosman Street, Pretoria. (Acc No: 841 012 4789.) (Ref: Mr Joubert/IG/EV/N151/00.)

Saakno. 28195/01

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

**In die saak tussen: ABSA BANK BEPERK, Eiser, en EKSTEEN, ANNA ADRIANA, Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping gehou word deur die Balju Pretoria-Wes te Olivettigebou 603A, h/v Schubart & Pretoriusstrate, Pretoria op Donderdag, 31 Januarie 2002 om 10:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die Veilingafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju Pretoria-Wes te Olivettigebou 603A, h/v Schubart & Pretoriusstrate, Pretoria voor die verkoping ter insae sal lê:

Deel No. 36 soos getoon en volledig beskryf op Deelplan No. SS 178/96 in die skema bekend as Selborn House ten opsigte van die grond en gebou of geboue geleë te Erf 303, Suiderberg, Dorpsgebied, in die gebied van Plaaslike Bestuur: Stadsraad van Pretoria.

Groot: 78 (agt en sewentig) vierkante meter.

Gehou: Kragtens Akte van Transport Nr. ST59922/98 (Ook bekend as Selborn House 36, Jacobsdalstraat 916, Suiderberg, Pretoria, Gauteng).

Verbeterings: Woonhuis met 3 slaapkamers, woonkamer, eetkamer, kombuis, 1 badkamer.

Die bovermelde inligting in verband met verbeteringe op die eiendom word verstrek, maar geen waarborg kan daarvoor gegee word nie.

Geliewe voorts daarop te let dat die Verkoopsvoorwaardes by die bogemelde kantore van die Balju, Pretoria-Wes ingesien kan word.

Geteken te Pretoria op hierdie 7de dag Januarie 2002.

(Get.) C. van Eetveldt, Van der Merwe Du Toit Ing., Prokureurs vir Eiser, 14de Vloer, Sanlamsentrum, Andriesstraat 252, Pretoria. Tel: (012) 322 8490. Faks: (012) 322 9314. Verw: C. van Eetveldt/MD/A6-1044.

Aan: Die Griffier van die Hooggeregshof, Pretoria.

Case No: 2001/18274  
PH 631

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

**In the matter between: FBC, FIDELITY BANK LIMITED, Plaintiff, and BONSAI STAAL CC, First Defendant,  
MARELIZE FOURIE, Second Defendant, PHILLIP CHARL FOURIE, Third Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale without reserve will be held by the Sheriff of the High Court Pretoria East at Plot 37 of the farm Zwavelpoort 373, Pretoria, on Wednesday, the 6th February 2002 at 14:00 of the undermentioned immovable property of the Defendants on the Conditions which will lie for inspection, prior to the sale, the Sheriff's office, Pretoria East, 130 Struben Street, between Schubart & Bosman Streets, Pretoria.

Certain Portion 37 (portion of Portion 12) of the farm Zwavelpoort 373, Registration Division J.R., in the Province of Gauteng, in extent 8,5653 (eight comma five six five three) hectares, held by the Defendants under Deed of Transfer Number. T106694/95, being Plot 37 of the farm Zwavelpoort 373, Pretoria.

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

The property consists of: Lounge, dining room, entrance hall, kitchen, family room, 3 bedrooms, 2 bathrooms, guest toilet. Flatlet comprising of 2 rooms and 1 bathroom. Double garage, cold room, swimming pool, atrium.

**Terms:** 10% (Ten Per cent) of the purchase price payable 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 14 (fourteen) days from the date of sale.

The Purchaser shall, on the day of the sale, pay 5% (Five Per Cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (Thirty Thousand Rand) and thereafter 3% (Three Per Cent) up to a maximum fee of R7 000 (Seven Thousand Rand). Minimum charges R300,00 (Three Hundred Rand).

Dated at Johannesburg on this the 6th day of January 2002.

Plaintiff's Attorneys, Routledge-Modise. Ref: IA4844/Mr Swart/Mr Fourie/bk. C/o Giessing Attorneys, 7th Floor, Charter House, 179 Bosman Street, Pretoria. Tel. (012) 321-0322. Ref.: Mr Giessing/RL/GR/663.

Case No. 2000/1167  
PH 2

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and FRITZ; COLLEEN JOHANNA, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Roodepoort South, 10 Liebenberg Street, Roodepoort on 1 February 2002, at 10h00 of the undermentioned property of the Defendant on the Conditions, which Conditions will lie for inspection prior to the sale at the offices of the Sheriff, Roodepoort South, 10 Liebenberg Street, Roodepoort.

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

A unit consisting of: Lounge, dining room, kitchen, 3 bedrooms, bathroom/w.c., separate w.c., single garage.

**Being:** Section No. 5 in the scheme known as Cottage Lane, situate at Florida Township and an undivided share in the common property; situate at 5 Cottage Lane, Hull Street, Florida; measuring 109 square metres; Registration Division: The Western Metropolitan Substructure; held by the Defendant under Title Deed No. ST50349/1997.

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

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

Dated at Randburg this 10 December 2001.

Bezuidenhout Van Zyl Inc., Unit 5, Surrey Square on Republic, cnr. Surrey Avenue and Republic Road, Randburg. Tel. 789 3050. Ref: Cloete/Marijke Deyssel. (Account No.: 80 4612 9583.) C/o 9th Floor, North State Building, cnr Market and Kruis Streets, Johannesburg.

Case No. 99/13502  
PH 2

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and MARTINS; TONIA EPHRAIM, First Defendant, MARTINS; EUNICE TEBOGO MASOBI, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, 69 Juta Street, Braamfontein, on 31 January 2002 at 10h00 of the undermentioned property of the Defendants on the Conditions, which Conditions will lie for inspection prior to the sale at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein.

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

A unit consisting of: Lounge, kitchen, 3 bedrooms, bathroom/w.c./shower, bathroom/w.c.

**Being:** Section 51, Casa Del Sol, situated at Winchester Hills Extension 2 Township and an undivided share in the common property; situate at Unit 51, Flat 46, Casa del Sol, Frangipanie Street, Winchester Hills Ext 2; measuring 84 square metres; Registration Division: Southern Metropolitan Substructure; held by the Defendants under Title Deed No. ST21593/1998.

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



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

Dated at Randburg this 27 November 2001.

Bezuidenhout Van Zyl Inc., Unit 5, Surrey Square on Republic, cnr. Surrey Avenue and Republic Road, Randburg. Tel. 789 3050. Ref: Cloete/Marijke Deyssel. (Account No.: 80 5014 1410.) C/o 9th Floor, North State Building, cnr Market and Kruis Streets, Johannesburg.

Case No. 99/26799  
PH 2

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and FAKUDE; THEMBISA IGNATIUS, First Defendant, FAKUDE; BRENDA NTSWARANGWAKO, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, 69 Juta Street, Braamfontein, on 31 January 2002 at 10h00 of the undermentioned property of the Defendants on the Conditions, which Conditions will lie for inspection prior to the sale at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein.

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

A unit consisting of: Lounge, kitchen, 2 bedrooms, bathroom/w.c.

*Being:* Section 29, Valencia, situate at Winchester Hills Extension 2 Township and an undivided share in the common property; situate at Flat 29, Valencia, Swartgoud Street, Winchester Hills Extension 2; measuring 65 square metres; Registration Division: Southern Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council; held by the Defendants under Title Deed No. ST59487/1998.

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

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

Dated at Randburg this 19 November 2001.

Bezuidenhout Van Zyl Inc., Unit 5, Surrey Square on Republic, cnr. Surrey Avenue and Republic Road, Randburg. Tel. 789 3050. Ref: Cloete/Marijke Deyssel. (Account No.: 80 4679 6407.) C/o 9th Floor, North State Building, cnr Market and Kruis Streets, Johannesburg.

Case No. 99/18928  
PH 2

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and SIBIYA; NTOALO DAVID, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, 69 Juta Street, Braamfontein, on 31 January 2002 at 10h00 of the undermentioned property of the Defendant on the Conditions, which Conditions will lie for inspection prior to the sale at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein.

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

A unit consisting of: Lounge, dining room, 3 bedrooms, bathroom, separate w.c.

*Being:* Section 2, Vesta Gardens, situate at Comptonville Township, and an undivided share in the common property; situate at 120 Vesta Street, Unit 2, Vesta Gardens, Comptonville; measuring 75 square metres; Registration Division: The Greater Johannesburg Transitional Metropolitan Council; held by the Defendant under Title Deed No ST5344/1996.

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

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

Dated at Randburg this 9 November 2001.

Bezuidenhout Van Zyl Inc., Unit 5, Surrey Square on Republic, cnr. Surrey Avenue and Republic Road, Randburg. Tel. 789 3050. Ref: Cloete/Marijke Deyssel. (Account No.: 80 4398 5483.) C/o 9th Floor, North State Building, cnr Market and Kruis Streets, Johannesburg.

Case Number: 2001/21956  
PH 444IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between: BOE BANK LIMITED formerly known as NBS Bank Limited, Plaintiff, and  
DE BRUIN: ANDRE PAUL, First Defendant, and DE BRUIN: COLLEEN, Second 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 Magistrate's Court Nigel, Kerk Street, Nigel on 08 February 2002 at 9h00 of the under-mentioned property of the Defendants on the conditions which may be inspected at 69 Kerk Street, Nigel, prior to the sale.

*Certain:* Erf 843, Alrapark Township, Registration Division IR, Province of Gauteng, being 4 Eland Avenue, Alra Park, Nigel.

*Measuring:* 410 (four hundred and ten) Square Metres.

Held under Deed of Transfer No. T83976/97.

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

*Main building:* Residence comprising 2 bedrooms, 1 bathroom, kitchen, 1 lounge all under corrugated iron roof.

*Sundries:* Concrete fencing.

Dated at Boksburg on 27 November 2001.

HP & D Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. Ref: 610667/L West/R Kok.  
Tel: (011) 874-1800. Bond Account No: 84101118722.

Case Number: 2001/22556  
PH 444IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between: BOE BANK LIMITED, Plaintiff, and KELLERMAN: MARTIN JOHANNES LAMBERTUS,  
First Defendant, and LOFTIE-EATON: CHARL, Second 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 offices of the Sheriff, 182 Leeuwpoot Street, Boksburg on 01 February 2002 at 11h15 of the undermentioned property of the Defendants on the conditions which may be inspected at the offices of the Sheriff, 182 Leeuwpoot Street, Boksburg, prior to the sale.

*Certain:* Erf 634, Beyers Park Extension 14 Township, Registration Division IR, Province of Gauteng, being 21 Ray Crescent Beyers Park, Boksburg.

*Measuring:* 1 270 (one thousand two hundred and seventy) Square Metres.

Held under Deed of Transfer No. T82124/1998.

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

*Main building:* Residence comprising lounge, dining room, study, kitchen, 3 bedrooms, 2 bathrooms, 2 showers, 2 w/c's.

*Outside buildings:* 2 Garages.

*Sundries:* Electric fencing, large swimming pool, thatch lapa, paved driveway.

Dated at Boksburg on 30 November 2001.

HP & D Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. Ref: 610289/L West/R Kok.  
Tel: (011) 874-1800. Bond Account No: 8540120817.

Case Number: 4280/99

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

**In the matter between: FIRSTRAND BANK LTD, formerly known as First National Bank of Southern Africa Limited,  
Plaintiff, and MATHULE: MAPHITHA PAULOS, Defendant**

In pursuance of a Judgment in the Court for the Magistrate of Boksburg on the 21 June 1999 and Writ of Execution issued pursuant thereto, the property listed hereunder will be sold in Execution on 01 February 2002 at 11h15 at the offices of the Sheriff, 182 Leeuwpoot Street, Boksburg to the highest bidder:

*Certain:* Erf 2110, Dawn Park Extension 8 Township, Registration Division IR, Province of Gauteng, situate at 101 Lancelot Street, Dawn Park, Boksburg, measuring 813 (eight hundred and thirteen) square metres.

Held under Deed of Transfer No. T4176/1993.

The following information are reported to be on the property, but nothing is guaranteed.

*Main building:* Residence comprising lounge, kitchen, 3 bedrooms, 1 bathroom & w/c.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Boksburg.

Dated at Boksburg on 03 December 2001.

HP & D Attorneys, Attorneys of Plaintiff, Blocks 4, 5 & 6, HP & D Park, Pond Road, East Rand Mall. Ref: 600420/L Westr/R Kok. Tel: (011) 874-1800. Bond Account No: 3000001538041.

**Case Number: 10982/00**

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

**In the matter between: BODY CORPORATE OAKWOOD, Plaintiff, and ELBOURNE: CRAIG ALAN, First Defendant, and ELBOURNE: IRENE SHIRLEY, Second Defendant**

In pursuance of a Judgment in the Court for the Magistrate of Benoni on the 23 February 2001 and Writ of Execution issued pursuant thereto, the property listed hereunder will be sold in Execution on 30 January 2002 at 11h00 at in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

*Certain: A unit consisting of:*

(a) Section No. 69 as shown and more fully described on Sectional Plan No. SS230/95, in the scheme known as Oakwood in respect of the building or buildings situate at Benoni Township, Local Authority of the City Council of Greater Benoni, of which section the floor area, according to the said sectional plan, is 63 (sixty three) square metres in extent;

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

Held under Deed of Transfer No. ST56834/1995.

Situate at Flat No. 73, Oakwood, Main Reef Road, Benoni.

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

*Main building:* Lounge, dining room, kitchen, 2 bedrooms, bathroom.

*Outside buildings:* Carport.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Benoni.

Dated at Boksburg on 28 November 2001.

HP & D Attorneys, Attorneys of Plaintiff, Blocks 4, 5 & 6, HP & D Park, Pond Road, East Rand Mall. Ref: 520483/D Whitson. Tel: (011) 874-1800.

**Case Number: 2000/23078  
PH 444**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and SCOTT: BEVERLEY GAILE, 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 offices of the Sheriff, 180 Princess Avenue, Benoni, on 07 February 2002 at 9h00 of the undermentioned property of the Defendant on the conditions which may be inspected at the offices of the Sheriff, 180 Princess Avenue, Benoni, prior to the sale.

*Certain:* Erf 527, Rynfield Township, Registration Division I.R., Province of Gauteng, being 18 Bok Street, Rynfield, Benoni.

*Measuring:* 1972 (one thousand nine hundred and seventy two) Square Metres.

Held under Deed of Transfer No. T34217/2000.

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

*Main building:* Residence comprising 3 bedrooms, 2 bathrooms, 1 guest w/c, kitchen, living room, 3 other rooms.

*Outside buildings:* 2 Carports, cottage.

*Sundries:* Pool, walling & paving.

Dated at Boksburg on 04 December 2001.

HP & D Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. Ref: 900795/L West/R Kok. Tel: (011) 874-1800. Bond Account No: 8224525600101.



Case Number: 796/95

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

**In the matter between: ABSA BANK LTD, Plaintiff, and ZITHA: JAMES PHINEAS, First Defendant, and  
ZITHA: JANE VELEPHI, Second Defendant**

In pursuance of a Judgment in the Court for the Magistrate of Benoni on the 03 March 1995 and Writ of Execution issued pursuant thereto, the property listed hereunder will be sold in Execution on 30 January 2002 at 11h00 at in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

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

*Certain:* Erf 6081, Etwatwa Extension 3 Township, Registration Division I.R., Province of Gauteng, situate at 6081 Etwatwa Extension 3, Benoni, measuring 267 (two hundred and sixty seven) square metres.

Held under Deed of Transfer No. TL14990/1989.

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

*Main building:* Lounge, kitchen, 2 bedrooms, bathroom.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Benoni.

Dated at Boksburg on 16 November 2001.

HP & D Attorneys, Attorneys of Plaintiff, Blocks 4, 5 & 6, HP & D Park, Pond Road, East Rand Mall. Ref: A00564/D Whitson. Tel: (011) 874-1800. Bond Account No: B016442630.

Case No. 17608/2001  
PH 444

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

**In the matter between ABSA BANK LTD, Plaintiff, and HLENGWA, ZAKHELE JOSEPH, First Defendant, and  
HLENGWA, LIZZIE, Second 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 offices of the Sheriff, 180 Princess Avenue, Benoni, on 31 January 2002 at 09h00 of the undermentioned property of the Defendants on the conditions which may be inspected at the offices of the Sheriff, 180 Princess Avenue, Benoni, prior to the sale:

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

*Certain:* Erf 8620 (previously Erf 314), Daveyton Extension 2 Township, Registration Division I.R., Province of Gauteng, being 16314 Matthewson Street, Daveyton Extension 2, Benoni, measuring 432 (four hundred and thirty two) square metres, held under Deed of Transfer No. TL24865/1985.

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

*Main building:* Lounge, kitchen, 3 bedrooms, bathroom.

Dated at Boksburg on 20 November 2001.

HP & D Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel. (011) 874-1800.] (Ref. 700542/D WHITSON.) (Bond Account No: 55748071.)

Case No. 12080/2000  
PH 444

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and GAIKA, LAWRENCE GWEBU, First Defendant, and  
GAIKA, EUNICE, Second 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 offices of the Sheriff, 439 Prince George Avenue, Brakpan, on 01 February 2002 at 11h00 of the undermentioned property of the Defendants on the conditions which may be inspected at, prior to the sale:

*Certain:* Portion 33 of Erf 1392, Leachville Extension 3 Township, Registration Division, Province of Gauteng, being 17 Rooigom Avenue, Leachville Ext 3, Brakpan, measuring 344 (three hundred and forty four) square metres, held under Deed of Transfer No. T43021/98.

*Property zoned:* Residential 1. *Height:* 2 Storeys. *Cover:* 60%. *Build line:* 3m.

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

*Main building:* Single storey brick/plastered & painted under cement tiles pitched roof comprising lounge, kitchen, 2 bedroom, 1 bathroom. *Outside buildings:* There are no out-buildings on the premises.

Dated at Boksburg on 03 December 2001.

HP & D Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel. (011) 874-1800.] (Ref. 900628/L WEST/NS.) (Bond Account No: 8127412700101.)

Case No. 10023/00  
PH 444

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

**In the matter between ABSA BANK LTD, Plaintiff, and MODISENYANE, PULE STEVEN, First Defendant, and MODISENYANE, SELLWANE SUSAN, Second 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 offices of the Sheriff, 439 Prince George Avenue, Brakpan, on 01 February 2002 at 11h00 of the undermentioned property of the Defendants on the conditions which may be inspected at the offices of the Sheriff Brakpan, prior to the sale:

*Certain:* Portion 25 of Erf 1394, Leachville Ext 3, Registration Division I.R., Province of Gauteng, being 62 New Kleinfontein Road, Leachville Ext 3, Brakpan, measuring 319 (three hundred and nineteen) square metres, held under Deed of Transfer No. T49200/98.

*Property zoned:* Residential 1. *Height:* 2 Storeys. *Cover:* 60%. *Build line:* 3m.

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

*Main building:* Single storey brick plastered and painted residence under cement tiles pitched roof comprising lounge, kitchen, 1 bedroom, bathroom. *Outside buildings:* There are no out-buildings on the premises. *Sundries:* Fencing: 1 side-precast/brick & 1 side pre-cast walling.

Dated at Boksburg on 05 December 2001.

HP & D Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel. (011) 874-1800.] (Ref. 900574/LUANNE WEST) (Bond Account No: 8132419800101.)

Case Number: 01/9320  
PH 630

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and JOSEPH MAIMANE, First Defendant, GALANE HENDRIETTA MOAGI, Second 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 69 Juta Street, Braamfontein on Thursday, the 31 January 2002 at 10:00 of the undermentioned immovable property of the Defendants 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, Johannesburg South at 100 Sheffield Street, Turffontein:

Erf 602, Forest Hill Township, Registration Division I.R., Province of Gauteng, Measuring 495 (four hundred ninety-five) Square Metres, held by Deed of Transfer T27024/1998, being 12 Wepener Street, Forest Hill.

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

The dwelling consists: 3 bedrooms, 2 bathrooms, kitchen, lounge, dining room, servants quarters, carport, walls, paving.

Dated at Johannesburg on this the 20 day of December 2001.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive, Parktown. Telephone: (011) 484-2828. Ref: 133183/Mrs J Davis/gd. DX 589 Jhb.

Case Number: 00/3044  
PH 630

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and MALCOLM LIONEL CORNELLISSON, First Defendant, RIANA CORNELLISSON, Second Defendant, PATRICIA ANNE ROUX, Third 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 69 Juta Street, Braamfontein on Thursday, the 31 January 2002 at 10:00 of the undermentioned immovable property of the Defendants 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, Johannesburg South at 100 Sheffield Street, Turffontein:

Remaining Extent of Erf 188, Kenilworth Township, Registration Division I.R., Province of Gauteng, Measuring 495 (four hundred ninety-five) Square Metres, Held by Deed of Transfer T3772/1999, being 180A Bertha Street, Kenilworth.

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

The dwelling consists: 2 bedrooms, 1 bathroom, kitchen, lounge, dining room, family room, pool, walls, paving.

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

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive, Parktown. Telephone: (011) 484-2828. Ref: 127446/Mrs J Davis/gd. DX 589 Jhb.

**Case Number: 00/2406  
PH 630**

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and MARTIN ROY CLIFFORD, 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 Liebenberg Street, Roodepoort on Friday, the 1 February 2002 at 10:00 of the under-mentioned 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, Roodepoort South, 10 Liebenberg Street, Roodepoort:

Erf 35, Robertville Extension 1 Township, Registration Division I.Q., Province of Gauteng, Measuring 2254 (two thousand two hundred fifty-four) Square Metres, Held by Deed of Transfer T3856/1996, being 1187 Anvill Road, Robertville Extension 1.

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

The dwelling consists: factory/warehouse with office blocks.

Dated at Johannesburg on this the 6 day of November 2001.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive, Parktown. Telephone: (011) 484-2828. Ref: 127074/Mr N Georgiades/gd. DX 589 Jhb.

**Case No. 85556/2001**

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and DANIEL THEMBINKOSI MOTSWENI, 1st Defendant,  
ELIZABETH MOTSWENI, 2nd Defendant**

A sale in execution will be held by the Sheriff, Pretoria-Central at 10h00 on the 29 January 2002 at 234 Visagie Street, Pretoria, of:

A unit consisting of:

(a) Section No. 3, as shown and more fully described on Sectional Plan No. SS 105/84 in the scheme known as Clarisa, in respect of the land and building or buildings situate at Remaining Extent of Portion 2 of Erf 571, Arcadia, Local Authority, City Tshwane Metropolitan Municipality, of which section the floor area according to the said sectional plan is 62 (sixty two) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by virtue of Deed of Transfer ST52543/97 (better known as 3 Clarisa, 4 Bailey Road, Arcadia, Pretoria).

Particulars of the property and the improvements thereon are provided herewith, but are not guaranteed.

*Improvements:* Lounge/dining room, kitchen, 2 bedrooms, bath/toilet. *Outbuildings:* Lock up garage.

Inspect conditions at the Sheriff, Pretoria Central at Messcor House, 30 Margaretha Street, Pretoria Central.

(Sgd) J. Plescia, Tim du Toit & Company Inc., Attorneys for Plaintiff, 19th Floor, ABSA Bank Building, 230 Van der Walt Street, Pretoria. (Tel. 320-6753.) (Ref: RC4401/JP/KB.)

**Case No. 19548/2001**

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

**In the matter between: SAAMBOU BANK BEPERK, Plaintiff, and THINENE JULIA APHANE, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff, Alberton at the Sheriff's Offices, Alberton, on Tuesday, 29 January 2002 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Alberton, 1st Floor, Terrace Building, Eaton Terrace, 1 New Redruth, Alberton, 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 1418, Othandweni Extension 1, Registration Division: I.R. Gauteng, measuring 262 square metres, also known as Erf 1418, Othandweni Extension 1, Alberton.

*Improvements:* Dwelling: 2 bedrooms, 1 lounge, 1 kitchen, 1 bathrooms, 1 toilet. Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Dalene Stroebel/X783.)

**Case No. 18738/2001**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and JAN MATSOBANE LECHABA, Defendant**

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Pretoria Central, Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 29 January 2002 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria, 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:* A unit consisting of:

(a) Section No. 17, as shown and more fully described on Sectional Plan No. SS57/1981 the scheme known as Mazuri, in respect of the land and building or buildings situated at Portion 1 of Erf 712, Sunnyside Township, Local Authority, Central Pretoria Metropolitan Substructure, of which section the floor area, according to the said sectional plan is 86 (eighty six) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, also known as Flat 402, Mazuri, 374 Leyds Street, Sunnyside, Pretoria.

*Improvements:* Dwelling—1 bedroom, 1 kitchen, 1 living area, 1 bathroom.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. No. 342-9164.) (Ref. Mr Croucamp/Lora/E8214.)

**Case No. 24700/2001**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and SICELO SAMUEL KUMALO, Defendant**

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Kempton Park South, 105 Commissioner Street, Kempton Park, on Thursday, 31 January 2002 at 11h00.

Full conditions of sale can be inspected at the Sheriff, Kempton Park South, 105 Commissioner Street, Kempton 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 1672, Norkem Park Ext. 3 Township, Registration Division I.R., Gauteng, measuring 1 012 square metres, also known as 8 Van Loggerenberg Street, Norkem Park.

*Improvements:* Dwelling—4 bedrooms, 2 bathrooms, 1 kitchen, 4 other rooms.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. No. 342-9164.) (Ref. Mr Croucamp/Lora/E10710.)

**Case No. 151/1995**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and ADAM MAPHANGA, 1st Defendant,  
GRACE KOBA MAPHANGA, 2nd Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff Soshanguve at the entrance of the Magistrate's Court, Soshanguve, on Thursday, 31 January 2002 at 11h00.

Full conditions of sale can be inspected at the Sheriff Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa, and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 702-6112.

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

*Property:* Erf 1310, Soshanguve-F, Registration Division J.R., Gauteng, measuring 360 square metres, also known as 1310 Block F, Soshanguve.

*Improvements:* Dwelling—2 bedrooms, 1 kitchen, 1 bathroom, 1 lounge. Outbuildings—Paving, walling, fencing.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. 342-9164.] (Ref. Mr Croucamp/Lora/E2412.)

Case No. 19464/2000

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and WILLIAM LUCA MASUMBUKA, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff, Soshanguve at the entrance of the Magistrate's Court, Soshanguve, on Thursday, 31 January 2002 at 11h00.

Full conditions of sale can be inspected at the Sheriff Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa, and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 702-6112.

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

*Property:* Erf 149, Soshanguve-GG, Registration Division J.R., Gauteng, measuring 384 square metres, also known as 149 Block GG, Soshanguve.

*Improvements:* Dwelling—3 bedrooms, 1 bathroom, 2 other rooms.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. 342-9164.] (Ref. Mr Croucamp/Lora/E3639.)

Case No. 7528/99

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and MOTSHABI MAUREEN SKOSANA, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff, Soshanguve at the entrance of the Magistrate's Court, Soshanguve, on Thursday, 31 January 2002 at 11h00.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa, and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 702-6112.

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

*Property:* Erf 1447, Soshanguve-BB, Registration Division J.R., Gauteng, measuring 800 square metres, also known as 1447 Block BB, Soshanguve.

*Improvements:* Dwelling—3 bedrooms, 1 lounge, 1 bathroom, 1 dining room, 1 kitchen.

*Zoned:* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. No. 342-9164.) (Ref. Mr Croucamp/Lora/E2363.)

Case No. 239/2001

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and FISHGUN WILLIAM MSIMANGO, 1st Defendant,  
NANA SOPHIE MSIMANGO, 2nd Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni on the 1/3/01 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on Wednesday, the 30/1/2002 at 11h00 at the Magistrate's Court, Benoni, at Harpur Avenue, Benoni, to the highest bidder.

*Certain:* Lot 11929, Daveyton Township, Registration Division I.R., Gauteng, also known as 11929 Eiselen Street, Daveyton, Benoni, measuring 341 square metres, held by Certificate of Registered Grant of Leasehold TL41371/1987.

*Zoning:* Special Residential.

*Height:* 2 Verdiepings.

*Building line:* 1 m.

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

*Comprising of a:* 2 bedrooms, 1 lounge, 1 kitchen. Outbuildings: —.

*Material conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder, subject to the Title Deed.
2. The purchaser shall pay a deposit of 10% (ten percent) of the purchase price as well as the Sheriff/Auctioneer's commission in cash on the date of the sale and the balance plus interest at the rate of 14,50% per annum against transfer to be secured by a bank guarantee to be approved by the Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of the sale.
3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the office of the Sheriff (Magistrate's Court), Benoni, 12 Liverpool Park, Liverpool Road, Benoni South.

Dated at Benoni on this 30th day of November 2001.

(Sgd) J. W. A. van Wyk, Du Plessis De Heus & Van Wyk, Attorney for Plaintiff, 1st Floor, Marilest Building, 72 Woburn Avenue, Benoni. (Tel. 422-2435.) (Ref: LP/BA1702.)

Case Number: 1362/2001

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and BENNETT MTHOMBENI, 1st Defendant,  
NONTSIKELELO PORTIA MTHOMBENI, 2nd Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni on the 6/4/01 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on Wednesday, the 30/01/2002 at 11h00, at the Magistrate's Court, Benoni, at Harpur Avenue, Benoni, to the highest bidder.

*Certain:* Erf 8679, Daveyton Extension 2 Township, Registration Division I.R., Gauteng, also known as 71134 Sinaba Street, Daveyton Extension 2, Benoni, measuring 377 square metres, held by Certificate of Registered Grant of Leasehold TL 30672/1986.

*Zoning:* Special Residential.

*Height:* 2 verdieplings.

*Building line:* 1 m.

*Improvements:* The following improvements are reported to be on the property, but nothing is guaranteed: Comprising of A: 3 bedrooms, 1 lounge, 1 diningroom, 1 kitchen, 1 bathroom. *Outbuildings:* Garage.

*Material conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder, subject to the Title Deed.
2. The purchaser shall pay a deposit of 10% (ten percent) of the purchase price as well as the Sheriff/Auctioneer's commission in cash on the date of the sale and the balance plus interest at the rate of 14,25% per annum against transfer to be secured by a bank guarantee to be approved by the Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of the sale.
3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the office of the Sheriff (Magistrate's Court), Benoni, 12 Liverpool Park, Liverpool Road, Benoni South.

Dated at Benoni on this 30th day of November 2001.

(Sgd) J. W. A. van Wyk, Du Plessis De Heus & Van Wyk, Attorney for Plaintiff, 1st Floor, Marilest Building, 72 Woburn Avenue, Benoni. (Tel. 422-2435.) (Ref: LP/BA1731.)

Case No. 1115/2001

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and ROELOF JOHANNES SPENCE, 1st Defendant, MARISKA ADRIANA SPENCE, 2nd Defendant, and ANDREAS HENDRIK SPENCE, 3rd Defendant, and ANNA SUSANNA SPENCE, 4th Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni, on the 11th April 2001 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on Wednesday, the 30th January 2002 at 11h00 at the Magistrate Court, Harpur Avenue, Benoni, to the highest bidder:

*Certain Portion 52* (portion of Portion 3) of the farm Zesfontein 27, Registration Division I.R., the Province of Gauteng, also known as 52 Ystervark Street, Zesfontein, Benoni, measuring 8,3512 (eight comma three five one two) hectares, held by Deed of Transfer T774/1999.

*Zoning:* Undetermined.

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

*Comprising of:* Lounge, dining room, kitchen, 4 bedrooms, 1 bathroom, separate toilet. *Outbuildings:* Single garage, 1 outside room, 2 store rooms, 1 borehole, 1 partly burned down house converted into housing, 1 store room, 1 workshop.

*Material conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder, subject to the title deed.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price as well as the Sheriff/Auctioneer's commission in cash on the date of the sale and the balance plus interest at the rate of 16,80% per annum against transfer to be secured by a bank guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the date of the sale.
3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Benoni, 12 Liverpool Park, Liverpool Road, Benoni.

Dated at Benoni on this 27th day of November 2001.

Du Plessis de Heus & Van Wyk, Attorneys for Plaintiff, 1st Floor, Marilest Building, 72 Woburn Avenue, Benoni. (Tel. 422-2435.) (Ref. CP/BA1735.)



Case No. 6865/2001

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and TEBHOHO JOSEPH NTSEBE, 1st Defendant, and TLAKALE SOPHIE MATHUMETSE, 2nd Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni, on the 12 September 2001 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on Wednesday, the 30th January 2002 at 11h00 at the Magistrate Court, Benoni at Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 1825, Crystal Park Extension 2 Township, Reg. Div. I.R., Gauteng, also known as 7 Owl Street, Crystal Park Extension 2, Benoni, measuring 813 square metres, held by Deed of Transfer T17551/1997.

*Zoning:* Residential: Height H4.

*Building line:* 5 m.

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

*Comprising of:* A property consists of completed double garage and dwelling walls built to roof height. *Outbuildings:* —.

*Material conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder, subject to the title deed.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price as well as the Sheriff/Auctioneer's commission in cash on the date of the sale and the balance plus interest at the rate of 13,75% per annum against transfer to be secured by a bank guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the date of the sale.
3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the office of the Sheriff (Magistrate's Court), Benoni, 12 Liverpool Park, Liverpool Road, Benoni South.

Dated at Benoni on this 30th day of November 2001.

Du Plessis de Heus & Van Wyk, Attorneys for Plaintiff, 1st Floor, Marilest Building, 72 Woburn Avenue, Benoni. (Tel. 422-2435.) (Ref. LP/BA1824.)

Saak No. 18510/1999

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en MICHAEL MATHYS DE VRIES, Eerste Eksekusieskuldenaar, en ANNE-MARIE DE VRIES, Tweede Eksekusieskuldenaar**

'n Eksekusieverkoping word gehou deur die Balju-Hooggeregshof, Wonderboom, te Gedeelte 83, De Onderstepoort, Noord van die Ou Sasko Meule, ou Warmbad, Bonnacord op 8 Februarie 2002 om 11h00 van:

Erf 15, geleë in die dorpsgebied van Doornpoort, Registrasieafdeling J.R., Gauteng Provinsie, groot 1 320 vierkante meter, gehou kragtens Akte van Transport T79578/1996 (beter bekend as Peerboomstraat 352, Doornpoort, Pretoria).

Besonderhede van die eiendom en die verbeterings daarop word hiermee verstrekk, maar nie gewaarborg nie: Woonhuis bestaande uit 3 slaapkamers, sitkamer, TV-kamer, eetkamer, studeerkamer, kombuis, opwaskamer, 2 badkamers, motorhuis. Die buitegebou bestaan uit buite toilet en dubbel motorafdek.

Besigtig verkoopsvoorwaardes deur Balju, Pretoria, Wonderboom.

Tim du Toit & Kie., Ingelyf. [Tel. (012) 320-6753.] (Verw. Mnr Streicher/ch/RA5153.)

Saak No. 6693/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en INGMAR STIEF, Eksekusieskuldenaar**

'n Eksekusieverkoping word gehou deur die Balju-Hooggeregshof, Pretoria Suid, te Fehrslane Sentrum 130A, Stubenstraat, Pretoria op 6 Februarie 2002 om 10h00 van:

Erf 1032, geleë in die dorpsgebied van Noordwyk Uitbreiding 9, Registrasieafdeling I.R., Gauteng Provinsie, groot 1 292 vierkante meter, gehou kragtens Akte van Transport T109117/1995 (beter bekend as 1032 Geelhoutstraat, Noordwyk Uitbreiding 9).

Besonderhede van die eiendom en die verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie: Woonhuis bestaande uit 2 slaapkamers, 1 badkamer met toilet, sitkamer, eetkamer en kombuis. Die buitegebou bestaan uit 1 toilet.

Besigtig verkoopsvoorwaardes deur Balju, Pretoria Suid te Edenpark Gebou 82, Gerhardstraat, Lyttelton Landbouhoewes.

Tim du Toit & Kie., Ingelyf. [Tel. (012) 320-6753.] (Verw. Mnr Streicher/ch/RC3576.)

Saak No. 6693/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en INGMAR STIEF, Eksekusieskuldenaar**

'n Eksekusieverkoop word gehou deur die Balju-Hooggeregshof, Pretoria Suid, te Fehrslane Sentrum, Strubenstraat 130A, Pretoria op 6 Februarie 2002 om 10h00 van:

Erf 1032, geleë in die dorpsgebied van Noordwyk Uitbreiding 9, Registrasieafdeling I.R., Gauteng Provinsie, groot 1 292 vierkante meter, gehou kragtens Akte van Transport T109117/1995 (beter bekend as 1032 Geelhoutstraat, Noordwyk Uitbreiding 9).

Besonderhede van die eiendom en die verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie: Woonhuis bestaande uit 2 slaapkamers, 1 badkamer met toilet, sitkamer, eetkamer & kombuis. Die buitegebou bestaan uit 1 toilet.

Besigtig verkoopsvoorwaardes deur Balju, Pretoria Suid te Edenpark Gebou, 82, Gerhardstraat, Lyttelton Landbouhoewes.

Tim du Toit & Kie., Ingelyf. [Tel. (012) 320-6753.] (Verw. Mnr Streicher/ch/RC3576.)

Case No. 21114/01

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

**In the matter between: SAAMBOU BANK LIMITED, Judgement Creditor, and HELGAARD BRAND DE VRIES PRINS, 1st Judgment Debtor, JOANNE SHARON PRINS, 2nd Judgment Debtor**

Notice is hereby given that on the 31st day of January 2002 at 10h00, the undermentioned property will be sold by public auction at Sheriff's Offices, 105 Commissioner Street, Kempton Park pursuant to a judgment in this matter granted by the above Honourable Court on 17 September 2001 namely:

Certain Erf 1313, Bonaero Park Ext 3, Kempton Park, situated at 33 O'Hare Avenue, Bonaero Park Ext 3., Kempton Park.

The following improvements (which are not warranted to be correct) exist on the property: *Improvements:* Dwelling, consists of lounge, diningroom, 3 bedrooms, kitchen, 2 bathrooms, toilet and garage (without guarantee).

Full conditions can be inspected at the Sheriff's Offices, 105 Commissioner Street, Kempton Park, or at the Plaintiff's Attorney and will be read out prior to the sale.

Thus done and signed at Kempton Park at this the 12th day of December 2001.

Du Plessis Attorneys, Plaintiff's Attorney, 47 Noordrand Road, Kempton Park. [Tel. (011) 975-2929.] [Fax (011) 975-2920.] (Ref. M. M. du Plessis/eg/S3000/65.)

Saaknommer: 3669/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen: SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en KUNENE M N, Eksekusieskuldenaar**

Ter tenuitvoerlegging 'n vonnis van bovermelde Agbare Hof, sal die volgende onroerende eiendom in eksekusie verkoop word deur die Balju van die Hooggeregshof, Benoni, op 31 Januarie 2002 om 09h00 te Princeslaan 180, Benoni, naamlik:

Alle reg, title en belang in die huurpag met betrekking tot: Erf 30320, Daveyton Dorpsgebied, Registrasie Afdeling IR, provinsie van Gauteng.

*Groot:* 361 (driehonderd een en sestig) vierkante meter, Ook bekend as Langastraat 30320, Daveyton, Benoni.

*Verbeterings:* Woonhuis bestaande uit: 1 x sit/eetkamer, 3 x slaapkamers, 1 x badkamer, 1 x kombuis.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die bovermelde Balju.

Geteken te Kempton Park op die 26ste dag van November 2001.

(Get) G M Maritz, Maritz, Boshoff & Du Preez, Schoemanslaan 4, Kempton Park. Tel: 394-7140/1/2. Verw: A Maré/SB100 241HH.

Saak No. 84327/98

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

**In die saak tussen BOE BANK LTD (formerly NBS Bank Ltd), Eiser, en RENE BUYS, Verweerder**

Ingevolge 'n Vonnis toegestaan op 21 Januarie 1999 in die Landdroshof Pretoria en 'n Lasbrief van Eksekusie daarna uitgereik deur die Agbare Hof, sal die eiendom hieronder beskryf in eksekusie verkoop word deur die Balju van die Landdroshof Pretoria Noord Oos op 29/1/2002 om 10h00 te 234 Visagiestraat, Pretoria, aan die hoogste bieder.

**Beskrywing:** Erf 982, geleë in die dorpsgebied Silverton X5, Registrasie Afdeling JR, provinsie van Gauteng.

**Groot:** 793 (sewe honderd drie en negentig) vierkante meter; Gehou kragtens Akte van Transport Nr. T93711/92.

**Straatadres:** 861 Fiskaalstraat, Silverton X5.

**Voorwaardes van verkoping:**

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshof Wet en Reëls daaronder geproklameer en van die terme van die Titelaktes in sover dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Enkelverdieping woonhuis met sitkamer, eetkamer, kombuis, 3 slaapkamers, 1 1/2 badkamer, stort, TV kamer, opwaseenheid, afdak en plaveisel.

3. **Terme:** 10% van die koopprys onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die Eksekusie Lasbrief, en in die geval van enige ander Preferente Skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die Transport, en moet deur 'n Bank of Bougenootskap gewaarborg wees, welke waarborg binne 14 dae vanaf die datum van verkoping aan die Balju oorhandig moet word.

**Voorwaardes:** Die volle Voorwaardes van verkoop lê ter insae by die Kantoor van die Balju van die Landdroshof Pretoria Noord Oos.

Gedateer te Pretoria op 8/1/2002.

(Get) S E du Plessis, Van der Merwe Du Tot Ing, Prokureurs vir Eksekusieskuldeiser, 14de Vloer, Sanlam Sentrum, Andriesstraat 252, Pretoria. Tel: (012) 322-8490. (Verw: SE du Plessis/re/B0027/182.)

Case Number: 26408/99

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and SEALETSA: S D, Defendant**

A sale in execution will be held on Tuesday, 29 January 2002 at 10h00, by the Sheriff for Pretoria Central of: 234 Visagie Street, Andries Street Entrance, Pretoria:

Section No. 6 as shown on Sectional Plan No. SS190/83, in the building or buildings known as Kangelanie, situate at Remaining Extent of Erf 3129, measuring 46 (Forty Six) square metres; and an undivided share in the common property.

An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, Held by virtue of Deed of Transfer No. ST122585/98.

Known as Kangelanie Flat 103, Prinsloo Street 430, Pretoria.

Particulars are not guaranteed:

**Bachelor flat:** Bedroom, diningroom/livingroom, bathroom, kitchen.

Inspect Conditions at Sheriff, Pretoria Central, at 30 Margaretha Street, Pretoria.

(Sgd) P C de Beer, MacRobert Inc. Tel. 339-8324. Ref: PDB/mb/M95013.

Saaknommer: 26498/2001

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

**In die saak tussen: SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en TSHABALALA, R S, Eerste Eksekusieskuldenaar, TSHABALALA, E H, Tweede Eksekusieskuldenaar**

Ter tenuitvoerlegging 'n vonnis van bovermelde Agbare Hof, sal die volgende onroerende eiendom in eksekusie verkoop word deur die Balju van die Hooggereghof, Soshanguve op 31 Januarie 2002 om 11h00 te die Landdroshof, Commissionerstraat, Soshanguve, naamlik:

Erf 1897, Soshanguve-GG dorpsgebied, Registrasie Afdeling J.R., die provinsie van Gauteng.

**Groot:** 620 (seshonderd en twintig) vierkante meter.

**Verbeterings:** Woonhuis bestaande uit: 1 x sitkamer, 2 x slaapkamers, 1 x badkamer, 1 x kombuis.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die bovermelde Balju.

Geteken te Kempton Park op die 5de dag van Desember 2001.

(Get) G M Maritz, Maritz, Boshoff & Du Preez, Schoemanslaan 4, Kempton Park. Tel: 394-7140/1/2. Verw: A Maré/SB100 731HH.



Case No: 31011/2000

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and GYS ALBERTUS JACOBUS DU PLESSIS, Identity No.: 5209175065004, 1st Defendant, DELINA JOHANNA DU PLESSIS, Identity No.: 5407120072006, 2nd Defendant**

A sale in Execution of the undermentioned property is to be held without reserve at NG Sinodale Centre, 234 Visagie Street, Pretoria, on the 29th day of January 2002 at 10h00.

Full Conditions of Sale can be inspected at the offices of the Sheriff of the Supreme Court, Pretoria North East, 1210 Pretorius Street, Pretoria and will also be read out by the Sheriff prior to the sale in execution.

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

*Property:* Portion 10 of Erf 44, East Lynne Township, Registration Division J S, Transvaal, known as 117 Jan Fiskaal Street, East Lynne.

*Improvements:* 4 bedrooms, 3 bathrooms, kitchen, 2 livingrooms, 2 other rooms, double garage, swimming pool.

Hack Stupel & Ross, Attorneys for Plaintiff, P O Box 2000, Pretoria. Tel: 012-325 4185. Reference: Du Plooy/ELR/GT7088.

Case No: 23774/2001

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and MARIKE HEYNEKE, Defendant**

A sale in Execution of the undermentioned property is to be held without reserve at NG Sinodale Centre, 234 Visagie Street, Pretoria, on the 29th day of January 2002 at 10h00.

Full Conditions of Sale can be inspected at the offices of the Sheriff of the Supreme Court, Pretoria Central, 30 Margaretha Street, Pretoria and will also be read out by the Sheriff prior to the sale in execution.

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

*Property:* Unit No. 32 & 9, in the scheme known as Van Gogh, situate at Erf 1115, Arcaria Township, known as Flat No. 204, Van Gogh 297 Johann Street, Arcadia.

*Improvements:* 2 bedrooms, kitchen, lounge, bathroom.

Hack Stupel & Ross, Attorneys for Plaintiff, P O Box 2000, Pretoria. Tel: 012-325 4185. Reference: Du Plooy/ELR/GT7297.

Case No. 27949/2001

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

**In the matter between: THE AFRICAN BANK LIMITED, Plaintiff, and MAKWANE: RAYMOND TSIETSI SELWYN, 1st Defendant, MAKWANE: JOAN REFILWE MMATLADI, 2nd Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale without reserve will be held by the Sheriff, Pretoria North East at N G Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 29th January 2002 at 10h00 of the undermentioned property of the defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff, Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria.

Erf 827, Nellmapius Township; Registration Division J.R., Province of Gauteng; measuring 208 square metres; held by virtue of Deed of Transfer No. T59879/95, known as 1 Geluk Street, Nellmapius, Pretoria.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed:

A dwelling consisting, *inter alia* of a living room, kitchen, bedroom, bathroom/toilet.

Dated at Pretoria on this the 3rd January 2002.

(Sgd) D Frances, Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. Ref. D Frances/JD HA6449. Tel. 012 325 4185.

Case No: 26267/1999

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

**In the matter between: BOE BANK LIMITED, Plaintiff, and MESHACK SERUTLE MOUTLOATSE, First Defendant, WELHEMINA NOMACALA MOUTLOATSE, Second Defendant**

Pursuant to a Judgment granted by this Honourable Court on 18 October 1999, and a Warrant of Execution, the undermentioned property will be sold in execution by the Sheriff of the Supreme Court, Springs on Friday, 25 January 2002 at 11h00 at the Sheriff's office, Springs at 56-12th Street, Springs, to the highest bidder:

Erf 11279, Kwa-Thema Township, Registration Division I.R., the Province of Gauteng, in extent 488 (four hundred and eighty eight) square metres, held by Deed of Transfer TL14167/1993, also known as 11279 Nkafu Street, Kwa-Thema, Springs.

The following information is forwarded regarding the improvements on the property, although nothing can be guaranteed in this regard:

Lounge, kitchen, 2 bedrooms, bathroom.

The Purchaser should pay a deposit of 10% of the purchase price and also the Sheriff of the Supreme Court's fees on the day of the sale and the balance price at registration of transfer, and secured by a bank guarantee approved by Plaintiff's Attorneys, to be given to the Sheriff of the Supreme Court within fourteen days after the sale.

The abovementioned property will be sold on the conditions read out by the Sheriff of the Supreme Court at the time of sale, which will be available for viewing at the abovementioned Sheriff of Springs.

Dated at Kempton Park on this 13th day of December 2001.

(Sgd) J G Joubert, Joubert, Scholtz Incorporated, 11 Heide Street, Kempton Park; P O Box 1300, Kempton Park. Tel: (011) 394 2676. C/o 8 Vloer, Charter House, 179 Bosman Street, Pretoria. Ref: Mr Joubert/IG/EV/N441/99. Acc No: 841 010 6337.

**Case No: 31423/2001**

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

**FIRST RAND BANK LIMITED (formerly known as FIRST RAND BANK OF SOUTHERN AFRICA LIMITED), Plaintiff,  
CHRISTIAAN ANTON GRIB, Defendant**

A sale in Execution of the undermentioned property is to be held without reserve at Sinodale Building, 234 Visagie Street, (Andries Street entrance), Pretoria on Tuesday, the 29th day of January 2002 at 10h00.

Full conditions of sale can be inspected at the Sheriff Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria and will be read out prior to the Sale.

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

*Property:* Ptn 19 (a ptn of Ptn 4) of Erf 579, Rietfontein, Registration Division JR, Transvaal, known as 822-26th Avenue, Rietfontein.

*Improvements:* Lounge, kitchen, scullery, bathroom, toilet, 3 bedrooms, garage, servant's quarters, 2 bathrooms, toilet.

Hack Stupel & Ross, Attorneys for the Plaintiff, P O Box 2000, Pretoria. Tel: (012) 325-4185. Our Ref: Mr B du Plooy/LVDM/GP3520.

**Case No: 12321/1998**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and KWAGGA BOU PROJEKTE CC, Defendant**

A sale in Execution of the undermentioned property is to be held without reserve at NG Sinodale Centre, 234 Visagie Street, Pretoria, on the 29th day of January 2002 at 10h00.

Full Conditions of Sale can be inspected at the offices of the Sheriff of the Supreme Court, Pretoria Central, 30 Margaretha Street, Pretoria and will also be read out by the Sheriff prior to the sale in execution.

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

*Property:* Portion 1 of Erf 24, Riviera (Pta) Township, Registration Division J R, Gauteng, known as 85 Malan Street, Riviera.

*Improvements:* 3 bedrooms, kitchen, 2 bathrooms, 4 livingrooms, 6 other rooms.

Hack Stupel & Ross, Attorneys for Plaintiff, P O Box 2000, Pretoria. Tel: 012-325 4185. Reference: Du Plooy/ELR/GT5767.

**Saaknommer: 5739/2000**

IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK

**In die saak tussen: ABSA BANK BEPERK, Eiser, en J J BOSMAN, Eerste Verweerder, en  
J BOSMAN, Tweede Verweerder**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserves deur die Balju, Kempton Park, by die baljukantore te Commissionerstraat 105, Kempton Park, op die 31ste dag van Januarie 2002 om 10h00, van die ondergenoemde onroerende eiendom, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar:

*Sekere:* Erf 918, Norkem Park Uitb 1 dorpsgebied, Registrasie Afdeling I.R., provinsie van Gauteng.

*Sonering:* Residensiële woning.

*Groot:* 1 060 (een duisend en sestig) vierkante meter.

*Geleë te:* 21 James Wright Laan, Norkem Park, Kempton Park.

*Bestaande uit:* Woonhuis bestaande uit: Geen beskrywing beskikbaar.

*Onderhewig aan:* Sekere serwitute gehou onder Titelaktenommer T57871/1980.

Geen verbeteringe en/of veranderinge word gewaarborg nie.

*Tersaaklike voorwaardes van verkoping is:*

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.

2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die Koper met datum van die verkoping, en onmiddellike inbesitneming is nie gewaarborg nie.

3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod, waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastinge, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van Artikel 50 van die Plaaslike Staatsordinansie (Transvaal), 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 12de dag van Desember 2001.

Van Rensburg Schoon & Cronje, No. 8 Die Eike, h/v Monumentweg & Longstraat, Kempton Park. Tel: 970-1203. Verw: Mev Jacobs/B3436. Rekeningnommer: 70-4209-9230.

**Saaknommer: 56976/99**

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

**In die saak tussen: DIE BEHERENDE LIGGAAM VAN LAS VEGAS REGSPERSOON, Eiser, en  
NICOLETTE MAGRIETA FOURIE, IDENTITEITSNOMMER: 7108270178084, Verweerder**

Ten uitvoerlegging van 'n Vonnis toegestaan deur bovermelde Agbare Hof op die 5de Julie 1999 en die daaropvolgende Lasbrief vir Eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Dinsdag, die 29ste Januarie 2002 om 10h00 te Balju Pretoria-Sentraal, 234 Visagiestraat, Pretoria.

1. a. Akteskantoorbeskrywing: SS Las Vegas, Eenheid 22, geleë te Erf 1187, Sunnyside, Pta Dorpsgebied, Plaaslike Owerheid: Die Stad van Tshwane Metropolitaanse Munisipaliteit, Skema Nommer: SS 114/81.

*Groot:* 69 (nege en sestig) vierkante meter;

b. 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken;

Gehou kragtens geregistreerde Titelnommer ST19705/1998.

e. *Straatadres:* Las Vegas W/s Nr. 34, Mearstraat 140, Sunnyside, Pretoria.

f. Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: 1 Slaap-, Sit- & Eetkamer; 1 badkamer & Toilet; 1 kombuis.

2. *Verkoopsvoorwaardes:*

2.1 Die eiendom sal verkoop word, sonder reserwe aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe, Wet Nr. 34 van 1944, soos gewysig asook die reëls daarkragtens neergelê.

2.2 10% (tien persent) van die koopprys sal betaalbaar wees in kontant op die dag van die verkoping.

2.3 Die volledige verkoopsvoorwaardes lê vir inspeksie ter insae te Messcor Huis, Margarethastraat 30, Pretoria-Sentraal, en sal deur die Balju voor die verkoping uitgelees word.

2.4 Die eiendom word verkoop onderworpe aan die terme en voorwaardes soos neergelê in die titelvoorwaardes van die eiendom.

Geteken te Pretoria op hede die 29ste dag van November 2001.

EY Stuart Ingelyf, Prokureur vir Eiser, Edward Chambers, Eerste Vloer, Paul Krugerstraat 336, Pretoria. Telefoon: (012) 322 2401. Verw: J Jonker/sm/15625.

**Case No. 71081/2000**

#### IN THE MAGISTRATE'S COURT OF PRETORIA HELD AT PRETORIA

**In the matter between: BODY CORPORATE SPRUITSIG PARK (KAREE), Execution Creditor, and  
LUNGELO HITA, Execution Debtor**

In execution of a judgment of the Magistrate's Court of Pretoria in the abovementioned suit, a sale without reserve will be held at the Sinodale Sentrum, 234 Visagie Street, Pretoria, on the 29 January 2002 at 10h00 of the undermentioned property of the Defendant/Execution Debtor on conditions of which will lie for inspection at the offices of the Sheriff, Pretoria Central, 30 Margaretha Street, Pretoria, prior to the sale:



A unit consisting of:

(a) *Certain*: SS Spruitsig Park, Unit No. 28, as shown and more fully described on Sectional Plan SS207/1993 in the scheme known as Spruitsig Park in respect of the land and buildings situated at Portion 5 of Erf 1201 in the township Sunnyside, Pretoria; Local Authority: City of Tshwane Metropolitan Municipality, measuring 58 (fifty eight) square metres. The property is zoned as residential. Held by Deed of Transfer ST34256/1996.

(b) An exclusive use area described as Parking No. P31, measuring 13 (thirteen) square metres being as such part of the common property, comprising the land and the scheme known as Spruitsig Park, as shown and more fully described on Sectional Plan SS207/1993 in respect of the land and buildings situated at Portion 5 of Erf 1201 in the township Sunnyside, Pretoria, Local Authority: City of Tshwane Metropolitan Municipality. Held by Notarial Deed of Cession Number SK2647/1996S.

Also known as Flat 407, Spruitsig Park (Karee) 420 Leyds Street, Sunnyside, Pretoria.

The following information is furnished regarding the improvements though in this respect nothing is guaranteed and are sold voetstoots.

A dwelling consisting of 1 x bedroom, 1 x kitchen, 1 x bathroom and 1 x lounge.

Dated at Pretoria on the 19th day of December 2001.

A. E. Cloete, Attorneys for Plaintiff, Kirkcaldy van Zyl Attorneys, First Floor, 339 Hilda Street, Hatfield, Pretoria. (Tel. 342-7300.) (Ref. A van Zyl/L1222.) (File No. L1222.)

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## EASTERN CAPE OOS-KAAP

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**Case No: 37323/00**

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

**In the matter between: GBS MUTUAL BANK, Plaintiff, and HENRY JOHANNES BOTHA, First Defendant,  
ENNA MARIA BOTHA, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 9 November 2000, the property listed hereunder will be sold in execution on Friday, the 25th day of January 2002 at 14h15 at the front entrance of the New Law Courts, Govan Mbeki Avenue, Port Elizabeth.

*Description*: Section No. 74, as shown and more fully described on Sectional Plan No. SS 363/1996 in the scheme known as Diazhof, in respect of the land and building or buildings situate at Mount Road, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape executable, in extent seventy nine square metres, situate at 28 Connaught Place, Kensington, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached facebrick and plaster duplex under asbestos roof consisting of 4 bedrooms/livingroom, kitchen and bathroom.

The conditions of sale may be inspected at the office of the Sheriff, of the Magistrate's Court, Port Elizabeth, South, Port Elizabeth.

*Terms*: 10% (ten per centum) on the date of sale, the balance including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 21 (twenty-one) days of sale.

Sheriff's charges 5% on the first R30 000,00 and thereafter 3% to a maximum of R7 000,00 with a minimum of R300,00 plus VAT in both cases are also payable on date of sale.

Dated at Port Elizabeth on this 22nd day of November 2001.

A. H. Tucker, for Watson Tucker Inc., Plaintiff's Attorneys, Euro House, 45 Newton Street, Newton Park, Port Elizabeth. (Tel. 365-3377.) (Ref: A Tucker/cs/GB0604.)

**Case No: 2194/01**

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

**In the matter between: LAND AND AGRICULTURAL BANK OF SOUTH AFRICA, Plaintiff, and  
JOHANNES JURGENS VILJOEN, Defendant**

In pursuance of a judgment of the above Honourable Court, dated 7 November 2001 and attachment in execution dated 1 December 2001, the following property will be sold at the Magistrate's Court, Middle Street, Kirkwood, by public auction on Friday, 1 February 2002 at 10:00.

(1) Portion 253 (portion of Portion 52) of the farm The Commando Kraal Estate No. 113, Division Uitenhage, measuring 5,1392 hectares.

(2) Portion 55 (Beachy Head) of the farm The Commando Kraal Estate No. 113, Division Uitenhage, measuring 23,8759 hectares, held by Deed of Transfer No.: T73431/94.

(3) Remainder of Portion 52 (Blighty) of the farm The Commando Kraal Estate No. 113, Division Uitenhage, measuring 11,0479 hectares, held by Deed of Transfer No. T73432/94.

While nothing is guaranteed, it is understood that the property is a farm.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, 9 Main Street, Kirkwood, or at Plaintiff's attorneys.

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

**Terms:** 10% deposit and Sheriff's charges at 5% of the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000,00 and thereafter 3% of 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 fourteen (14) days from the date of the sale.

Dated at Port Elizabeth on this 14th day of December 2001.

Greyvensteins Nortier, St George's House, 104 Park Drive, Port Elizabeth. (Ref. H. le Roux/sh/z17162.)

#### Case No. 32743/99

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and POWAPROPS 1018 C.C., First Defendant, KHOLISA GORDON MJINDI, Second Defendant, JULIA NCEDISWA MJINDI, Third Defendant**

The following property will be sold in execution on 31st January 2002 at 11h00, at 9 Drury Lane, Central, East London, to the highest bidder subject to the provisions of the conditions of sale:

Erf 15688, East London, in extent 304 square metres, held under Title Deed No. T19820/98, known as 9 Drury Lane, Central, East London.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, 4 Oxford Street, East London, and these will be read out immediately before the sale.

The following particulars are furnished, but not guaranteed: Business premise, single storey offices under asbestos roof.

Dated at East London: 12/12/2001.

Abdo and Abdo, Plaintiff's Attorneys, 7th Floor, Gasson Centre, Church Street, East London. (Ref. D. A. Barter Z07515.)

#### Case No: 852/2001

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

**In the matter between: AFRICAN BANK LIMITED, Plaintiff, and KWANASE STANFORD MAXENGANA, 1st Defendant, NOMAFU ROSELINA MAXENGANA, 2nd Defendant**

In pursuance of a judgment of the above Honourable Court, dated 16 May 2001 and attachment in execution dated 11 June 2001, the following property will be sold at Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth, by public auction on Friday, 1 February 2002 at 15:00.

Erf: 7700, Motherwell, Port Elizabeth, measuring 240 square metres, situated at 50 Kobonqaba Street, NU 6, Motherwell, Port Elizabeth.

While nothing is guarantee, it is understood that the main building consists of 1 x lounge room, 3 x bedrooms, 1 x kitchen and 1 x bathroom.

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's attorneys at St George's House, 104 Park Drive, Port Elizabeth. Telephone: (041) 501-5500.

**Terms:** 10% deposit and Sheriff's charges at 5% of the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000,00 and thereafter 3% of 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 fourteen (14) days from the date of the sale.

Dated at Port Elizabeth on this 18th day of December 2001.

Joanne Anthony, Greyvensteins Nortier, St George's House, 104 Park Drive, Port Elizabeth. (Ref. H. le Roux/ds/Z15632.)

#### Case No. 9249/01

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

**FBC FIDELITY BANK LIMITED versus LUTANDO CLARENCE MAKALUZA**

In pursuance of a judgment dated 26 March 2001 and an attachment on 8 May 2001, the following immovable property will be sold in front of the Magistrate's Court, Govan Mbeki Avenue, Port Elizabeth, by public auction on Friday, 1 February 2002 at 2.15 pm.

Erf 10939, Motherwell, in the Municipality of Port Elizabeth, Administrative District of Uitenhage, Eastern Cape Province, in extent 264 square metres, situate at 130 Ndumba Street, Motherwell N.U 7, Port Elizabeth.

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

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court—North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

*Terms:* 10% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 14 days of sale. Sheriff's charges (5% on the first R30 000,00 and thereafter 3% to a maximum of R7 000,00 with a minimum of R300,00 plus V.A.T.) are also payable on date of sale.

Dated on this 10th day of December 2001.

Pagdens—Stultings, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Central, Port Elizabeth; P.O. Box 132, Port Elizabeth, 6000. (Tel. 502-7200.) (Ref. Sally Ward/F0048/375.)

**Case No. 2707/2001**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

**In the matter between ESKOM FINANCE COMPANY (PTY) LIMITED, Execution Creditor, and  
TW KING, Execution Debtor**

In pursuance of a judgment of the Magistrate's Court for the District of Albany dated 23 October 2001, the following immovable property will on 1 February 2002 at 11h00 be sold in execution. The auction will take place at the Sheriff's Offices, 44A Beaufort Street, Grahamstown and the property to be sold is:

Erf 5192, Grahamstown, in the Municipality of Grahamstown, District of Albany, Province of the Eastern Cape in extent 2004 (two thousand and four) square metres and held under deed of Transfer No T93015/93.

The following information is furnished as to the improvements though in this respect nothing is guaranteed: Plaster brick under tile roof dwelling, consisting of four bedrooms, lounge, kitchen, two bathrooms, study, swimming pool, single garage and brick boundary.

*Terms:*

1. The sale will be "voetstoots" without reserve and to the highest bidder but subject to the Magistrate's Court Act and Rules and all conditions contained in the Title Deed under which the property is held.

2. Auctioneer's charges and 10% of the purchase price payable on the day of the sale and the balance to be secured within fourteen (14) days of the sale.

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

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

Netteltons, Attorneys for Execution Creditor, 118A High Street, Grahamstown. (Ref. MG McCALLUM/Joey.)

**Case No. 34270/00**

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

**In the matter between FRANCOIS HORN & ASSOCIATES, Plaintiff, and THATHO RIA PHERA, Defendant**

In pursuance of a judgment granted on 01/09/2000, in the Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1/02/2002 at 14h15 at front entrance, New Law Courts, North End, Port Elizabeth to the highest bidder:

*Description:* Erf 6190, Ibhayi, in extent two hundred and twenty four (224) square metres.

*Postal address:* 6190 Ntungela Street, Kwazakhele.

*Improvements:* Whilst nothing is guaranteed, it is understood that the dwelling is a 2 roomed house with kitchen, bathroom and 1 outside room under an asbestos roof, held by the Defendant in her name under Deed of Transfer No. T7293/1996.

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 10% deposit either 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 Magistrate's Court, Danelyn Building, 12 Theale Street, North End, P.E.

Dated at Port Elizabeth this 12 November 2001.

D. Saks, Daniel Saks Inc, Plaintiff's Attorneys, 218 Cape Road, Mill Park, Port Elizabeth, 6001; P O Box 27760, Greenacres, 6057. [Tel. (041) 3745805.] (Ref. Mr SAKS/JG/F0024/131.)

Address of Defendant: 6190 Ntungela Street, Kwazakhele, Port Elizabeth, 8001.

**Saaknommer: 14337/2000**

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

**In die saak tussen: G P VAN RHYN MINNAAR & KIE., Eiser, en DOKO LUNGISILE MTWISHA, ID. 5208175611080, Verweerder**

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n Lasbrief vir Eksekusie gedateer 2de November 2000 sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 31 Januarie 2002 om 11h00 voor die Landdroskantoor te Durbanstraat, Uitenhage aan die hoogste bieder:

Erf No. 5426 indie Nelson Mandela Metropolitaanse Munisipaliteit, Afdeling Uitenhage.

*Groot:* 315 vierkante meter (driehonderd en vyftien vierkante meter). Gehou kragtens Transportakte Nr TL1706/1992. Geleë te Dikizastraat 17, Kwa Nobuhle, Uitenhage.

*Verbeterings: Gesoneer:* Enkelwoondoeleindes. 'n Woonhuis met gebruikelike buite geboue alhoewel geen waarborg in verband daarmee gegee word nie.

*Terme van voorwaardes:* 10% van die koopprys sal betaalbaar wees tydens die verkoping plus indien die balju as afslaer optree, sal die Koper kommissie van 5% op die eerste R30 000,00 van die opbrengs van die verkoping en 3% op die balans daarvan, onderhewig aan 'n maksimum kommissie van R7 000,00 in totaal en 'n minimum van R300,00 aan die balju betaal tydens die verkoping en vir die balans moet 'n aanneembare Bank of Bouvereniging waarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

*Voorwaardes van verkoping:* Volle besonderhede van die verkoopsvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, Magenissstraat 48, Uitenhage.

Gedateer te Uitenhage op die 16de dag van November 2001.

G P Van Rhyn, Minnaar & Kie. Ing., Eerste Vloer, Rhyningebou, Republiek Plein, Uitenhage. Verw: MS Strydom/yg/GV0675.

**Saaknommer: 15058/2000**

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

**In die saak tussen: G P VAN RHYN MINNAAR & KIE., Eiser, en PIETER JULLIES, ID. 6804275205010, Verweerder**

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n Lasbrief vir Eksekusie gedateer 14 Junie 2001, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 31 Januarie 2002 om 11h00 voor die Landdroskantoor te Durbanstraat, Uitenhage aan die hoogste bieder:

Erf No. 12393, in die Nelson Mandela Metropolitaanse Munisipaliteit, Afdeling Uitenhage.

*Groot:* 356 vierkante meter (driehonderd ses en vyftig vierkante meter). Gehou kragtens Transportakte Nr T60457/1991. Geleë te Acaciaweg 291, Rosedale, Uitenhage.

*Verbeterings: Gesoneer:* Enkelwoondoeleindes. 'n Woonhuis met gebruikelike buite geboue alhoewel geen waarborg in verband daarmee gegee word nie.

*Terme van voorwaardes:* 10% van die koopprys sal betaalbaar wees tydens die verkoping plus indien die balju as afslaer optree, sal die Koper kommissie van 5% op die eerste R30 000,00 van die opbrengs van die verkoping en 3% op die balans daarvan, onderhewig aan 'n maksimum kommissie van R7 000,00 in totaal en 'n minimum van R300,00 aan die balju betaal tydens die verkoping en vir die balans moet 'n aanneembare Bank of Bouvereniging waarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

*Voorwaardes van verkoping:* Volle besonderhede van die verkoopsvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, Bairdstraat 4, Uitenhage.

Gedateer te Uitenhage op die 16de dag van November 2001.

G P Van Rhyn, Minnaar & Kie. Ing., Eerste Vloer, Rhyningebou, Republiek Plein, Uitenhage. Verw: MS Strydom/yg/GV0378.

Case No: 2461/00

## IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

**In the matter between: THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and RICY ELEN ADAMS, 1st Defendant, and MARIGOLD VIRGINIA ADAMS, 2nd Defendant**

In pursuance of a Judgment of the above Honourable Court dated 22nd January 2001 and Attachment in Execution dated 14 February 2001 the following property will be sold in front of the main entrance of the Magistrate's Office, Uitenhage, by public auction on Thursday, the 31st January 2002 at 11h00:

*Erf:* Erf 10190, Uitenhage, in the area of the Nelson Mandela Metropolitan Municipality, Division of Uitenhage, Eastern Cape Province;

*Measuring:* 325 square metres;

*Situated at:* 22 King Fisher Drive, Uitenhage;

While nothing is guaranteed, it is understood that the main building consists of a lounge, 3 bedrooms, kitchen and bathroom.

The Conditions of Sale will be read prior to the Sale, and may be inspected at the Office of the Sheriff for the High Court, Uitenhage (North), 4 Baird Street, Uitenhage or at Plaintiff's Attorneys.

Further details can be obtained from the offices of the Plaintiff's Attorneys at Suite 301, Aloe Mall, Caledon Street, Uitenhage. Telephone (041) 9227911.

*Terms:* 10% deposit and Sheriff's (Auctioneer'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% of the balance, up to a maximum fee of R7 000,00 subject to a minimum of R300,00 on the date of the 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 Uitenhage this 15th day of November 2001.

J.S. Levy & Levy, Attorneys for Execution Creditor, 301 Aloe Centre, Caledon Street, Uitenhage. Ref: L Butlion/sg.

Saaknr. 1703/1999

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

**In die saak tussen: FRASERS MEUBILEERDERS, Eiser, en THABO HEADMAN NGQOLOWA, ID. Nr. 6311225593081, Verweerder**

Ingevolge 'n Vonnis toegestaan in bogemelde Agbare Hof op 8 Februarie 1999 en 'n Lasbrief vir Eksekusie teen Goed uitgevoer op 8 Junie 2001, sal die ondervermelde vaste eiendom per openbare veiling verkoop word op 31 Januarie 2002 om 11:00 te Landdroshof, Durbanstraat, Uitenhage.

1/2 aandeel van sekere stuk grond, synde Erf 24145, Uitenhage, geleë in die Plaaslike Oorgangsraad en Afdeling Uitenhage (nou Nelson Mandela Metropolitaanse Munisipaliteit).

*Groot:* 528 vierkante meter.

Gehou kragtens Akte van Transport Nr. T35577/2000.

Die volgende inligting word verskaf, alhoewel geen waarborg in verband daarmee gegee word nie:

Die eiendom is geleë en bekend as Puffetstraat 28, Uitenhage, bestaande uit 'n woonhuis onder asbesdak, met een slaapkamer, kombuis, buite toilet en twee buitegeboue. *Gesoneer:* Informele Enkelwoondoeleindes.

*Voorwaardes van verkoop:*

1. Die eiendom sonder reserweprys, word voetstoots verkoop, onderworpe aan die terme en voorwaardes van die Landdroshowewet en Reëls en die terme van die titelaktes, in sover dit van toepassing mag wees.

2. Die koopprys moet soos volg betaal word:

(a) Tien persent (10%) daarvan in kontant tydens die verkoping plus Balju (Afslaaers) koste teen 5% (minimum R300,00) op die eerste R30 000,00 (Dertigduisend Rand) en daarna 3% tot 'n maksimum fooi van R7 000,00 (Seweduisend Rand).

(b) Die balans teen Transport verseker te word deur middel van goedgekeurde bank- of bouverenigingwaarborgte ten gunste van die Vonnisskuldeiser en/of sy genomineerde by die Balju vir die Landdroshof ingehandig te word binne veertien dae na datum van verkoping, welke waarborgte op registrasie van transport van die eiendom op naam van die Koper, betaalbaar sal wees vry van wisselkoers te Uitenhage.

3. Die Verkoopsvoorwaardes lê ter insae by die kantoor van die Balju vir die Landdroshof, Uitenhage-Noord (Tel. 041-9910038).

Gedateer te Uitenhage op 27 November 2001.

Baard Lessing Ingelyf, Prokureurs vir Eiser, Bairdstraat 14, Uitenhage, 6229.

Saaknr. 7098/2001

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

**In die saak tussen: NOMATHAMSANQA PRISCILLA MXOLI, Eiser, en NKOSANA ERNEST TEMBANI, ID. Nr. 6112205447086, Verweerder**

Ingevolge 'n Vonnis toegestaan in bogemelde Agbare Hof op 27 Julie 2001 en 'n Lasbrief vir Eksekusie teen Goed uitgevoer op 11 Oktober 2001, sal die ondervermelde vaste eiendom per openbare veiling verkoop word op 31 Januarie 2002 om 11:00 te Landdroshof, Durbanstraat, Uitenhage.

Sekere stuk grond, synde Erf 6382, Kwa Nobuhle, geleë in die Plaaslike Oorgangsraad en Afdeling Uitenhage (nou Nelson Mandela Metropolitaanse Munisipaliteit).

Groot: 206 vierkante meter.

Gehou kragtens Akte van Transport Nr. TL65861/2000.

Die volgende inligting word verskaf, alhoewel geen waarborg in verband daarmee gegee word nie:

Die eiendom is geleë en bekend as 2de Laan 29, Kwa Nobuhle, Uitenhage, bestaande uit 'n woonhuis onder sinkdak, met twee slaapkamers, sitkamer en buite toilet. *Gesoneer*: Enkelwoondoelindes.

*Voorwaardes van verkoop:*

1. Die eiendom sonder reserweprys, word voetstoots verkoop, onderworpe aan die terme en voorwaardes van die Landdroshofwet en Reëls en die terme van die titelaktes, in sover dit van toepassing mag wees.

2. Die koopprys moet soos volg betaal word:

(a) Tien persent (10%) daarvan in kontant tydens die verkoping plus Balju (Afslaers) koste teen 5% (minimum R300,00) op die eerste R30 000,00 (Dertigduisend Rand) en daarna 3% tot 'n maksimum fooi van R7 00,00 (Seweduisend Rand).

(b) Die balans teen Transport verseker te word deur middel van goedgekeurde bank- of bouverenigingwaarborgte ten gunste van die Vonnisskuldeiser en/of sy genomineerde by die Balju vir die Landdroshof ingehandig te word binne veertien dae na datum van verkoping, welke waarborgte op registrasie van transport van die eiendom op naam van die Koper, betaalbaar sal wees vry van wisselkoers te Uitenhage.

3. Die Verkoopvoorwaardes lê ter insae by die kantoor van die Balju vir die Landdroshof, Uitenhage-Suid (Tel. 041-9229934).

Gedateer te Uitenhage op 27 November 2001.

Baard Lessing Ingelyf, Prokureurs vir Eiser, Bairdstraat 14, Uitenhage, 6229.

Case No: 1239/2001

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

**In the matter between: WERNER ZIFREUND, First Plaintiff, and SUSANNE ZIFREUND, Second Plaintiff, and WILLEM GABRIEL DE KLERK, Defendant**

In pursuance of a Judgment granted by the above Honourable Court on the 8th day of November 2001, the hereinafter mentioned property shall be sold in execution by the Sheriff for the District of Bedford at the Magistrate's Court, Andrew Turpin Street, Bedford on the 30th day of January 2002 at 10h00.

Remainder of the farm Lynx Drift No. 54 in the area of the Nxuba Municipality, Division of Bedford, Eastern Cape Province;

In extent: 972,8250 (Nine Seven Two Comma Eight Two Five Nil) Hectares;

Held under Deed of Transfer No. T15054/1983.

A deposit of 10% (Ten percentum) of the purchase price in respect of each property is payable in cash on the date of the sale and the balance against registration of transfer. The following improvements are believed to be on the property but nothing is guaranteed.

The property consists of unimproved land, situate approximately 30 km from Bedford, the improvements comprising four earth dams and two cement dams.

The Conditions of Sale may be inspected at the offices of the Sheriff, Bedford.

Dated at Grahamstown on this 7th of December 2001.

Neville Borman & Botha, Attorneys for Plaintiffs, Milibarn Centre, Grahamstown. (Ref: Mr Borman/tp.)

Case No 279/2001

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and BENJAMIN FREDERICK JACOBUS BEHR (MR), I D No. 3710185064004, 1st Defendant, and HESTER ALETTA BEHR (MRS), I D No 4505060103086, 2nd Defendant**

In pursuance of a Judgment in the Magistrate's Court for the District of Uitenhage dated 13 February 2001 the following property will be sold in execution on 31 January 2002 in the front of the Magistrate's Court, Uitenhage at 11h00 to the highest bidder, without reserve, subject to the Terms and Title Deed, in so far as applicable, which conditions of the Sale will be read by the Sheriff of the Magistrate's Court, Uitenhage South immediately prior to the Sale and which may be inspected at the offices of the Sheriff of the Court, 48 Magennis Street, Uitenhage:



Erf 2971, Despatch, in the area of the Nelson Mandela Metropolitan Municipality (Despatch), Division of Uitenhage, Province East Cape; also known as 7 Boom Street, Despatch;

*Measuring:* 1210 (one thousand two hundred and ten) Square Metres;

More fully described in the Deed of Transfer made in favour of the Mortgagor No. T92637/1994.

In terms of the Nelson Mandela Metropolitan Municipality zoning scheme, the property is zoned for residential purposes.

*Terms:*

1. The Sale is voetstoots.
  2. Purchase price payable in cash or suitable guarantee.
  3. Occupation by arrangements.
  4. Full Conditions of Sale are for inspection at the offices of the Sheriff, Magistrate's Court, 48 Magennis Uitenhage.
- Dated at Despatch on this 06th day of December 2001.

Conradie Campher & Kemp Inc, Attorneys for Plaintiff, 20 Main Street, P O Box 12, Despatch, 6220. Our Ref: CD/I00328.

**Case No: 2061/01**

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

**In the matter between: STANDARD BANK OF S.A. LTD, Plaintiff/Execution Creditor, and  
ZALISILE ZIZI, Defendant/Execution Debtor**

In pursuance of a Judgment of the above Honourable Court dated 16 October 2001 and Attachment in Execution dated 27 November 2001, the following property will be sold in front of the Magistrate's Court, Uitenhage, by public auction on Thursday, the 31 January 2002 at 11:00.

All the right, title and interest in and to the Leasehold over Erf 9986, KwaNobuhle, Uitenhage, in the area of the Nelson Mandela Metropolitan Municipality, Division of Uitenhage, Eastern Cape Province.

*Zoned:* Residential.

*Measuring:* 471 (four hundred and seventy-one) square metres;

*Situated at:* 17 Nkombisa Street, KwaNobuhle, Uitenhage.

*Improvements:* While nothing is guaranteed, it is understood that the property consists of a conventional dwelling house with lounge, 3 bedrooms, kitchen and bathroom.

The Conditions of Sale will be read prior to the Sale, and may be inspected at the Office of the Sheriff for the Magistrate's Court, Uitenhage (South), 46 Magennis Street, Uitenhage, or at Plaintiff's Attorneys.

Further details can be obtained from the offices of the Plaintiff's Attorneys at Suite 301, Aloe Mall, Caledon Street, Uitenhage. Telephone (041) 922-7911.

*Terms:* 10% deposit and Sheriff's (Auctioneer'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 the 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 Uitenhage this 4th of December 2001.

J.S. Levy & Levy, Attorneys for Execution Creditor, 301 Aloe Centre, Caledon Street, Uitenhage. Ref: L Butlion/MVT.

**NOTICE OF SALE IN EXECUTION**

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

**In the matter between THE MUNICIPALITY OF BUFFALO CITY (Execution Creditor) and  
VARIOUS (see list) (Execution Debtors)**

The following immovable properties will be sold in Execution on the 31st January 2002 at 10h00 to the highest bidder at the Main Foyer, Magistrate's Office, East London.

Case No.	Our Ref.	Name/s	Address	Erf No.	Size (sq m)	Deed of Transfer No.	The following improvements are reported but not guaranteed
18219/01	40M900369	Cinderella Park CC	27 Woodland Mews, Dorchester Heights, East London	ELM 42832	840 sq m	T2553/1995	Dwelling
18159/01	40M900370	Cinderella Park CC	27 Woodland Mews, Dorchester Heights, East London	ELM 42835	288 sq m	T2553/1995	Dwelling

Case No.	Our Ref.	Name/s	Address	Erf No.	Size (sq m)	Deed of Transfer No.	The following Improvements are reported but not guaranteed
18160/01	40M900371	Cinderella Park CC	32 Woodland Mews, Dorchester Heights, East London	ELM 42843	288 sq m	T2553/1995	Dwelling
18212/01	40M900362	Dyani, Vulelwa Victoria	3 Simanyene Street, East London	ELM 39107	173 sq m	TE4885/1993	Block bricks under asbestos roof, 2 rooms, outside toilet
17828/01	35M900030	Gillson, Peter Edward	34 Wyse Ave, Abbotsford, East London	ELM 5242	2947 sq m	T4463/1997	Vacant plot
2910/01	35Z508126	Ngoma, Vuyisile Richard	9 Scheckter Place, Bunkers Hill, East London	ELM 26647	1478 sq m	T6007/1994	Dwelling
18079/01	40M900297	Scheepers, Theodorus & Scheepers Cheryl Joy	3 Fairview Rd, East London	ELM 22804	662 sq m	T3105/1992	Dwelling
18125/01	40M900325	Pula Prop Trust	109 Epsom Rd, Stirling, East London	ELM 30401	1349 sq m	T1494/1995	Vacant plot
18074/01	40M900290	Kirchoff, Gerald Walter	21 Longfellow St, Quigney, East London	ELM 16596	304 sq m	T2129/1988 T2131/1987	Dwelling
2362/01	36Z508214	Nompozolo, Lindile Brian & Gabelana, Theli	2 Perth St, East London	ELM 14956	405 sq m	T3017/1995	Dwelling
8008/01	40Z508822	Casoojee, Yuseph Ahmed & Casoojee, Ahmed Suliman	15 Park Ave, Central Business District, East London	ELM 14819	614 sq m	T1114/1995 T1429/1949	4 bedroom house, iron roof, lounge, kitchen, 3 living rooms, dining-room, outside toilet, single garage, carport, verandah, burglar proofing, walled
3111/01	37Z508336	I & L Prop Trust	2 Beaconsfield Rd, East London	ELM 42815	4849 sq m	T2521/1999	Dwelling
3620/01	40Z508830	Afesis Prop Inv CC Trust	11 College St, Central Business District East, East London	ELM 14954	402 sq m	T427/1992	Vacant plot

**Conditions:**

1. A deposit of ten (10) 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 against registration of transfer.
2. The sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's Office, 4 Oxford Street, East London.

Dated at East London on this 11th day of December 2001.

Smith Tabatata Loon & Connellan, 1st & 2nd Floor, NBS Building, 57 Western Avenue, Vincent, East London.  
(Ref: Mrs B Nel/elmi.) Tel. 043 726 0894.

Case No: 2552/01

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

**ABSA BANK LIMITED, Plaintiff, and PATRICIA MANDISA MTYUDA, Defendant**

In pursuance of a judgment of the above Honourable Court dated 12 November 2001 and a attachment in execution dated 3 December 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, 8 February 2002 at 15h00.

*Erf:* 7847 (previously Erf 1465), Motherwell NU 6, Phase 2, in the Administrative District of Uitenhage, measuring 252 (two hundred and fifty two) square metres, situated at 10 Mozane Street, Motherwell, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consists of a single storey, brick under tile roof private dwelling with lounge, kitchen, 3 bedrooms, main-en-suite, 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) 396-9255].

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

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

(Sgd) Mr G. Lotz, Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. (Ref. Mr G. Lotz/bg/24451.)

Case No: 1589/00

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 JOHANNES SWANEPOEL, First Defendant, BERTHA SWANEPOEL, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 28 February 2001 and a attachment in execution dated 30 March 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, 8 February 2002 at 15h00.

*Erf:* 940, Charlo, in the Municipality and Division of Port Elizabeth, the Province of Gauteng, measuring: 882 (eight hundred and eighty two) square metres, situated at 26 Richard Road, Charlo, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consists of a single storey, detached, brick under tile roof private dwelling with fitted carpets, lounge, dining room, kitchen, 3 bedrooms, 2 bathrooms, 1 shower, 2 toilets, 1 garage and 1 outside toilet, a swimming pool and surrounding walls.

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) 396-9255].

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

Dated at Port Elizabeth on this 12th day of December 2001.

(Sgd) Mr G. Lotz, Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. (Ref. Mr G. Lotz/bg/45858.)

Case No: 2030/01

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 MANDLA RAYMOND GOCINA, 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, corner of Rink and Clyde Streets, Port Elizabeth, by public auction on Friday, 8 February 2002 at 15h00.

*Erf:* 1296, Kwamagxaki, situated in the Municipality of Port Elizabeth, Division of Uitenhage, the Province of Eastern Cape, measuring 260 (two hundred and sixty) square metres, situated at 33 Ralo Street, Kwamagxaki, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consists of a single storey, detached, brick under tile roof private dwelling with lounge, dining room, kitchen, 2 bedrooms, 2 bathrooms, 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) 396-9255].

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

Dated at Port Elizabeth on this 11th day of December 2001.

(Sgd) Mr G. Lotz, Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. (Ref. Mr G. Lotz/bg/45936.)

**Case No. 9659/99**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and M. MAARMAN, First Defendant, and  
A. A. MAARMAN, Second Defendant**

In pursuance of a judgment of the above Honourable Court and warrant of execution dated 31 August 1999, the undermentioned property will be sold in execution by the Sheriff of the Court on Thursday, 31 January 2002 at 11h00, in front of the Uitenhage Magistrate's Court, Durban Street, Uitenhage, to the highest bidder:

Erf No. 18553, Uitenhage, in the Municipality of Uitenhage, and Division of Uitenhage, in extent 512 square metres (five hundred and twelve square metres), held by Deed of Transfer No. T13043/94, situated at 30 John Dissel Street, Allanridge, Uitenhage.

**Improvements:** 2 bedrooms, lounge, dining-room, kitchen and bathroom. (Though nothing in this regard is guaranteed).

**Zone:** Residential.

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

**Conditions of sale:** The full conditions of sale may be inspected at the Office of the Sheriff of the Court at c/o 4 Baird Street, Uitenhage.

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

G. P. van Rhyn Minnaar & Co. Inc., Rhymn Building, Republic Square, Uitenhage. (Ref. CTAM/ivv/S09358.)

**Saak No. 13067/98**

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

**In die saak tussen ABSA BANK BEPERK, Eiser, en BRUCE DERICK BARRY, Eerste Veweeder, en  
ESME JOAN BARRY, Tweede Verweeder**

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 1 Februarie 2001, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju, op Donderdag, 31 Januarie 2002 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 10476, Uitenhage, in die gebied van Uitenhage, Plaaslike Oorgangsraad, afdeling van Uitenhage, provinsie Oos-Kaap, groot 951 (negehoender een-en-vyftig) vierkante meter, gehou kragtens Transportakte No. T.44392/96, geleë te Lavendersingel 114, Uitenhage.

Alhoewel niks gewaarborg word nie, word dit verstaan dat die eiendom gesoneer is vir residensiële doeleindes en verbeter is met 'n woning van steen onder 'n asbesdak wat bestaan uit 1 (een) sitkamer, 4 (vier) slaapkamers, 1 (een) kombuis, 1 (een) badkamer met spoeltoilet, 1 (een) stort met spoeltoilet, enkel motorhuis en buite spoeltoilet.

**Terme en voorwaardes:** Die koopprys sal betaalbaar wees teen 10% daarvan tydens die verkoping plus Balju (afslaers) koste teen 5% op die eerste R30 000,00 (dertigduisend rand) en daarna 3% tot 'n maksimum fooi van R7 000,00 (seweduisend rand), vir die balans moet 'n aanneembare bank- of bouverenigingswaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

**Voorwaardes van verkoping:** Volle besonderhede van die verkoopsvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, mnr. P. le Roux, Bairdstraat 4, Uitenhage.

Gedateer te Uitenhage op hierdie 28ste dag van November 2001.

Kitchings, Eiser se Prokureurs, Kanonstraat 48, Uitenhage. (Verw. EJK/kdp/E0255A.)

Case No. 911/2000

IN THE HIGH COURT OF SOUTH AFRICA  
(Transkei Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED (Reg. No. 62/00738/06), Plaintiff, and  
SYBERT ZAKHELE MOLOSI, Defendant**

In pursuance of a judgment granted in the High Court (East London Circuit Local Division) and writ of execution dated 9 May 2001, by the above Honourable Court, the following property will be sold in execution on Friday, 01 February 2002 at 12h00, by the Sheriff of the Court at: Magistrate's Court, 26 Fuller Street, Butterworth:

Erf 939, Butterworth, commonly known as 10 Louw Avenue, Extension 6, Butterworth, in extent 1 500 square metres, held by Deed of Transfer No. T427/994.

The conditions of sale will be read prior to the sale and may be inspected at the Offices of the Sheriff, Butterworth.

*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 14 (fourteen) days from the date of the sale.

The property consists of usual buildings/outbuildings but nothing is guaranteed.

*Description:* (10 number of rooms) 2 x living-rooms, kitchen, 4 x bedrooms, 2 x bathrooms, and 1 x w.c. *Outbuildings:* 1 x garage, 1 x w.c./shower and 2 x servants' quarters.

Dated at East London on this 7th day of November 2001.

Drake Flemmer & Orsmond, East London. (Ref. T Mathie/RW/S609/05s435089.)

Case No. 925/2001

IN THE HIGH COURT OF SOUTH AFRICA  
(East London Circuit Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED (Reg. No. 82/00738/06), Plaintiff, and  
THABO JOSEPH MANTUTLE, First Defendant, and KHOBOSO BELLA MANTUTLE, Second Defendant**

In pursuance of a judgment granted in the High Court (East London Circuit Local Division) and writ of execution effected on the 10 September 2001, by the above Honourable Court, the following property will be sold in execution on Wednesday, 30 January 2002 at 12h00, by the Sheriff of the Court, at Magistrate's Court, Aliwal North:

Erf 1025, Aliwal North, commonly known as 1025 Alger Street, Aliwal North, in extent 584 square metres, held by Deed of Transfer No. T22658/96.

The conditions of sale will be read prior to the sale and may be inspected at the Offices of the Sheriff, 3 Bank Street, Aliwal North.

*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 14 (fourteen) days from the date of the sale.

The property consists of usual buildings/outbuildings but nothing is guaranteed.

*Description:* (9 number of rooms) 1 x living-room, 3 x bedrooms, 2 x bathrooms and kitchen.

Dated at East London on this 10th day of December 2001.

Drake & Flemmer & Orsmond, East London. (Ref. T Mathie/RW/SG32/36S435040.)

Case No. 26383/2000

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

**In the matter between NEDCOR BANK LIMITED, Execution Debtor, and NOMVUZO MERCY JAYIYA, Execution Debtor**

Pursuant to a judgment of the above Magistrate's Court dated 27 July 2000 and the attachment in execution dated 26 November 2001, the following property will be sold in execution, by public auction, without reserve, to the highest bidder, on Friday, 1 February 2002 at 14h15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

All right, title, and interest in Erf 1696 (previously 762), kwaDwesi, Extension 2, Administrative District of Port Elizabeth, in extent 318 (three hundred and eighteen) square metres situated at 14 Msintsi Street, kwaDwesi, Port Elizabeth, held by the Execution Debtor under Deed of Transfer No. TL911/90, with Mortgage Bond No. BL654/90.

The following improvements are reported, though in this respect nothing is guaranteed: A detached single-storey con-tile roof family home with 3 bedrooms, 2 bathrooms, a lounge, a kitchen and a garage.

*The conditions of sale:*

1. The property is sold "voetstoots", without reserve to the highest bidder and the sale shall be subject to the terms and conditions of the Magistrate's Court, Act No. 32 of 1944, as amended.

2. The purchase price shall be paid as to 10% (ten per centum) at the time of sale by way of deposit and the full balance together with interest, against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be delivered by the purchaser within 21 days of the date of sale.

The full and further conditions of sale may be inspected prior to the date of sale at the Office of the Sheriff of the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth on this 28th day of November 2001.

Maurice Miltz Inc., Execution Creditor's Attorneys, 270 Cape Road, Port Elizabeth. (Ref. M. H. Miltz/K. Marston/lr.)

**Case No. 10114/2001**

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

**In the matter between SAAMBOU BANK LIMITED, Execution Creditor, and  
MARIA MAGDALENA VAN DER MERWE, Execution Debtor**

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 10 September 2001 and in pursuance of an attachment in execution dated 19 September 2001, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 31 January 2002 at 11:00 am, of the following immovable property situate at 5 Draai Street, Despatch:

*Zoned:* Residential, being Erf 174, Despatch, in the area of the Nelson Mandela Metropolitan Municipality, Division of Uitenhage, Eastern Cape Province, in extent 911 square metres, held by Maria Magdalena van der Merwe, under Deed of Transfer No. T.41563/1991, and subject to the conditions referred to therein.

The following improvements are situate on the property although nothing in this respect is guaranteed: Single-storey detached conventional dwelling under tiled roof with lounge, 3 bedrooms, kitchen, bathroom, toilet and bar area.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the Office of the Sheriff for the Magistrate's Court, Uitenhage (South), 4 Baird Street, Uitenhage.

*Terms:* 10% of the purchase price and 5% Sheriff's (auctioneer's) charges up to R30 000,00 and thereafter 3% to a maximum of R7 000,00 with a minimum of R260,00 in cash at the time 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 of the Court within fourteen (14) days from date of the sale.

Dated at Uitenhage this 15th day of November 2001.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 Aloe Centre, Caledon Street, Uitenhage. (Ref. L. Butlion/sg.)

**Case No: 2988/2001**

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**FIRST RAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTH AFRICA LIMITED), Plaintiff, and  
KENNETH MacDONALD WADDELL, Defendant**

A Sale in Execution of the undermentioned property is to be held without reserve at 79B River Road, Bushmans River Mouth on Wednesday, the 30th day of January 2002 at 11h00.

Full conditions of sale can be inspected at the Sheriff Alexandria and on the notice board at Magistrate's Court Alexandria and will be read out prior to the Sale.

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

*Property:* Erf 1046, Bushmans River Mouth, Municipality of Ndlambe, Province of the Eastern Cape.

*Improvements:* Lounge, kitchen, shower, toilet, open braai area, boathouse.

Hack Stupel & Ross, Attorneys for Plaintiff, P O Box 2000, Pretoria. Tel: (012) 3254185. Ref: Mr. Du Plooy/LVDM/GP3463.



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**FREE STATE • VRYSTAAT**

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Saaknommer: 3559/01

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

**In die saak tussen: ABSA BANK BEPERK, Elser, en BAREND JACOBUS HOFMEYER N.O., 1e Verweerder, en FREDERICK WOLFAARDT N.O., 2e Verweerder, en BASSON HOFMEYER N.O., 3e Verweerder (In hul hoedanighede as die Trustees van die Ben Hofmeyr Familie Trust No. 293/92)**

Geliewe kennis te neem dat uit hoof van/kragtens 'n Hofbevel van die 22 November 2001 van die Hooggeregshof van Suid-Afrika (Oranje Vrystaatse Provinsiale Afdeling) en kragtens 'n lasbrief gedateer 4 Desember 2001, sal die volgende eiendom/me van die Verweerders per publieke veiling vir kontant op Maandag, 4 Februarie 2002 om 10h00 te die Landdroskantoor, Reitzstraat, Fouriesburg, Provinsie Vrystaat, aan die hoogste bieder verkoop word, naamlik:

(a) Die plaas "Bamboeskloof" 438, distrik Fouriesburg, Provinsie Vrystaat, groot 423,9446 hektaar, gehou kragtens Sertifikaat van Verenigde Titel No. T7965/2000;

(b) Die plaas "Bergdeel" 33, distrik Fouriesburg, Provinsie Vrystaat, groot 171, 3064 hektaar, gehou kragtens Transportakte No. T1198/96

(c) Die plaas "Stillerus" 312, distrik Fouriesburg, Provinsie Vrystaat, groot 29,9073 hektaar, gehou kragtens Transportakte No. T1198/96

(d) Restant van die plaas "Bamboeskloof" 314, distrik Fouriesburg, groot 149,5362 hektaar, gehou kragtens Transportakte No. T11918/96

Die eiendomme is soneer vir 'n wildsplaa en bestaan onder andere uit die volgende:

*Die verbeterings sal as volg beskryf word:*

(a) Die plase word as 'n wildsplaa gesamentlik geboer en is die binnedrade verwyder behalwe die lusern en ouland-graskampe wat in vier verdeel is;

(b) Die buitengrensdraad is 2,4 meter hoog, volgens natuurbewaringsvoorskrifte en beslaan in totaal 17 kilometer;

(c) Die volgende verbeterings word op die eiendomme gevind:

(i) *Huis van veldwagter*: 3 slaapkamers, kombuis, eetkamer, badkamer met spoeltoilet, bad, wasbak, warmwatertoestel en motorafdak;

(ii) Sandsteenstal met drukgang;

(iii) Slagkamer met slaggeriewe, gebou van sandsteen met bypassende hanggeriewe apart van sandsteengebou met gaas toegemaak;

(iv) Toegeboorde staalstoor met afdak ingerig vir vleis-bewerking, biltong droogkamer en kantoor (stoorgrootte: 18 x 9 meter - afdak uitgesluit);

(v) Aparte konstruksie (18 x 9 meter) gedeeltelik ingerig vir volstruiskuike;

(v) Ablusieblok met ses toilette, ses wasbakke en twee storte, (helfte vir mans en helfte vir dames ingerig);

(vii) *Jagtershuis*: Volledig gemeubileerd - 2 slaapkamer, badkamer, woonvertrek, kombuis, buitekamer, grasdak lapa gebou van sandsteen met ingeboude kroeg gebou van "sleepers" met bypassende stoele en ingeboude kaste asook buite braaigeriewe;

(viii) Groot lapa met eie gradak, eie kroeg met stoele gemaak uit "sleepers", opwasplek en braaigeriewe;

(ix) Dubbelverdieping grasdak chalet met eie lapa, buitekamer en braaigeriewe - 2 slaapkamers asook bovertrek met 2 beddens, 2 badkamers, kombuis en woonvertrek - huis ten volle gemeubileerd;

(x) Waterbronne bestaan uit standhoudende boorgat (slegs 8 meter diep) met dompelpomp toegerus met tydskakelaar in huis, opgaardam, 2 gronddamme asook verskeie fonteine;

(xi) Skyfskietbaan met skiettafel;

(xii) Volstruiskampe verdeel in 9 kampe, elk met eie water, gesamentlike gang met eie laaibank en hanteringsgeriewe;

(xiii) Die plaas is as wildreservaat geproklameer en voldoen aan alle vereistes van natuurbewaring. Nog die Balju, nog die Eksekusieskuldeiser en/of die eksekusieskuldeiser se prokureur waarborg enige van die inligting hierin vervat.

*Die belangrikste voorwaardes van verkoping:*

(a) Die eiendom sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling;

(b) Die koper moet 'n deposito van 10% van die koopprys kontant op die dag van die verkoping betaal en die balans teen transport en verseker te word deur 'n waarborg van 'n bank en/of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne sewe dae na die datum van die verkoping verstrek te word;

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 15,5% per jaar op die koopsom, bereken vanaf datum van verkoping tot en met datum van registrasie van transport in die naam van die koper, beide datums ingesluit. Die koper moet ook afslagselde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, en waarborg geensins enige van die inligting hierin vermeld.

Die verkoopsvoorwaardes is ter insae by die kantore van die Balju, en/of die Eksekusieskuldeiser se prokureurs, Mnr Symington & De Kok, Nelson Mandelarylaan 169B, Bloemfontein.

Geteken te Bloemfontein gedurende 2002.

Balju, Fouriesburg.

Per: P A C Jacobs. E-POS: rhoffmann@symok.co.za

**Case No. 2960/2001**

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

**Between: FIRST NATIONAL BANK, Plaintiff, and JD BENEKE, Defendant**

In pursuance of a judgment of the above Honourable Court dated 8/8/2001, the following property will be sold to the highest bidder on 25 January 2002 at 12h00 at the farm "Nil Desperandum", 15 km from Bethlehem on the Kestell road (right side of road), namely:

*Farm:* "Nil Desperandum" (No.: 1456), Bethlehem, measuring 312,8269 hectare, held by Deed of Transfer T2612/1985.

*Terms:* The purchaser shall pay 10% of the purchase price immediately after the sale into the hands of the Sheriff of the Magistrate's Court, the balance to be secured by a bank or building society guarantee within 14 days after the sale.

The property will be sold to the highest bidder without reserve price and conditions of sale can be inspected at the offices of the Sheriff of the Magistrate's Court, Van der Merwe Street, Bethlehem and the offices of the Hatting Marais, Attorneys for Plaintiff, 3 Theron Street, Bethlehem.

Dated at Bethlehem on this 12th day of December 2001.

Hatting Marais, Attorneys for Plaintiff, 3 Theron Street, Bethlehem, 9700.

Sheriff of the Magistrate's Court, Bethlehem.

**Saak No. 4869/2001**

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

**In die saak tussen: FIRST NATIONAL BANK 'n divisie van FIRST RAND BANK, Eiser, en HENDRIK OCKERT O'KELLY (ID: 7601215029081), Verweerder**

Ingevolge 'n vonnis van die Landdroshof van die distrik van Sasolburg gedateer 5 November 2001 en 'n lasbrief vir Eksekusie gedateer 5 November 2001 sal die volgende eiendom in eksekusie verkoop op Vrydag, 25 Januarie 2002 om 10h00 te die kantoor van die Balju van die Landdroshof, 1ste Vloer, Trustbanksentrum, Sasolburg:

Erf 307, Deneyville, distrik Heilbron, Provinsie Vrystaat, groot 1 276 (eenduisend tweehonderd ses-en-sewentig) vierkante meter.

Tien persent (10%) van die koopprijs is betaalbaar by sluiting van die koopvooreenoms en die balans teen registrasie van transport aan die Koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne 14 (veertien) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan Artikel 66 van die Wet op Landdroshowe Nr. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende Kopers se aandag gebring, maar niks word gewaarborg nie:

*Die eiendom staan bekend as:* Willowstraat 17, Deneyville.

*Bestaande uit:* Woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die Koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die Kantoor van die Balju van die Landdroshof, Eerste Vloer, Trustbank Sentrum, Sasolburg en by die kantore van die Eiser se Prokureurs.

Geteken te Sasolburg op hierdie 14de dag van Desember 2001.

R A P Pretorius, Molenaar & Griffiths Ing., N J van der Merwe Singel 6; Posbus 18, Sasolburg, 1947. (Verw. RAP/svt/E814.)

**Saak No. 4331/2001**

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

**In die saak tussen: FIRST NATIONAL BANK 'n divisie van FIRST RAND BANK, Eiser, en MOTSAMAI JOHANNES MOTSAPULA (ID: 4909055413080), Verweerder**

Ingevolge 'n vonnis van die Landdroshof van die distrik van Sasolburg gedateer 27 September 2001 en 'n lasbrief vir Eksekusie gedateer 27 September 2001 sal die volgende eiendom in eksekusie verkoop op Vrydag, 25 Januarie 2002 om 10h00 te die kantoor van die Balju van die Landdroshof, 1ste Vloer, Trustbanksentrum, Sasolburg:

*Erf:* Alle reg, titel en belang in die huurpag ten opsigte van Perseel 4159, geleë in die dorpsgebied Zamdela, distrik Parys, Provinsie Vrystaat, groot 338 (driehonderd agt-en-dertig) vierkante meter soos aangedui op algemene plan L19/1986.

Tien persent (10%) van die koopprys is betaalbaar by sluiting van die koopvooreenkoms en die balans teen registrasie van transport aan die Koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne 14 (veertien) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan Artikel 66 van die Wet op Landdroshowe Nr. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende Kopers se aandag gebring, maar niks word gewaarborg nie:

*Die eiendom staan bekend as:* Perseel 4159, Zamdela.

*Bestaande uit:* Woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die Koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die Kantoor van die Balju van die Landdroshof, Eerste Vloer, Trustbank Sentrum, Sasolburg en by die kantore van die Eiser se Prokureurs.

Geteken te Sasolburg op hierdie 14de dag van Desember 2001.

R A P Pretorius, Molenaar & Griffiths Ing., N J van der Merwe Singel 6, Posbus 18, Sasolburg, 1947. (Verw. RAP/svt/E810.)

Saak Nr: 4042/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

**In die saak tussen: FIRST NATIONAL BANK 'n DIVISIE VAN FIRST RAND BANK, Eiser, en SEBUTANA ALBERT MOLOI (ID 4906225237084), Verweerder**

Ingevolge 'n Vonnis van die Landdroshof van die distrik van Sasolburg gedateer 13 September 2001 en 'n Lasbrief vir Eksekusie gedateer 13 September 2001 sal die volgende eiendom in eksekusie verkoop word op Vrydag, 25 Januarie 2002 om 10h00 te die kantoor van die Balju van die Landdroshof, 1ste Vloer, Trustbanksentrum, Sasolburg:

*Erf:* Alle reg titel en belang in die Huurpag ten opsigte van Perseel 4094, geleë in die dorpsgebied Zamdela, distrik Parys, Provinsie Vrystaat, groot 384 (driehonderd vier en tagtig) vierkante meter soos aangedui op Algemene Plan L19/1986.

Tien persent (10%) van die koopprys is betaalbaar by sluiting van die koopvooreenkoms en die balans teen registrasie van transport aan die Koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne 14 (veertien) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan Artikel 66 van die Wet op Landdroshowe Nr 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende Kopers se aandag gebring, maar niks word gewaarborg nie:

*Die eiendom staan bekend as:* Perseel 4094, Zamdela.

*Bestaande uit:* Woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die Koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die Kantoor van die Balju van die Landdroshof, Eerste Vloer, Trustbank Sentrum, Sasolburg en by die kantore van die Eiser se Prokureurs.

Geteken te Sasolburg op hierdie 14de dag van Desember 2001.

(Get) R A P Pretorius, Molenaar & Griffiths Ing, N J van der Merwe Singel 6, Posbus 18, Sasolburg, 1947. Verw: RAP/svt/E810.

Saak Nr.: 5412/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SASOLBURG GEHOU TE SASOLBURG

**In die saak tussen ABSA BANK, Eiser, en C M P PRETORIUS, Verweerder**

Ingevolge 'n vonnis van die Landdroshof vir die distrik van Sasolburg gedateer 8 September 2001 en 'n lasbrief tot eksekusie gedateer 7 September 2001 sal die volgende eiendom met verbeterings daarop, in eksekusie verkoop word op Vrydag, 25 Januarie 2002 om 10h00 by die kantoor van die Balju, Sasolburg:

*Sekere Erf Nr.:* 3135, geleë in die dorp Sasolburg (Uitbreiding 3), distrik Parys, provinsie Vrystaat.

*Ook bekend as:* Archbellstraat 15, Sasolburg.

*Groot:* 944 (Negenhonderd vier en veertig) vierkante meter.

Die eiendom word verkoop onderhewig aan betaling van twintig persent van die koopprys by sluiting van die koopvooreenkoms en die balans teen registrasie van transport aan die koper. Gemelde balans moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju voorsien moet word binne veertien (14) dae vanaf datum van verkoping. Die verkoping is onderhewig aan Artikel 66 van die Wet op Landdroshowe Nr. 32 van 1944, soos gewysig.

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

Aldus geteken te Sasolburg op hierdie 14de dag van Desember 2001.

(Get.) A de Beer, De Beer & Claassen Ingelyf, Posbus 77, Sasolburg, 1947. (Verw: Jan de Beer/MDP/H5376.)



Saak Nr: 4294/99

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

**In die saak tussen: FIRST NATIONAL BANK 'n DIVISIE VAN FIRST RAND-BANK, Eiser, en  
MALEBO PAUL MOKATI (ID 5410085518088), Verweerder**

Ingevolge 'n Vonnis van die Landdroshof van die distrik van Sasolburg gedateer 5 Junie 2000 en 'n Lasbrief vir Eksekusie gedateer 3 Desember 2001 sal die volgende eiendom in eksekusie verkoop word op Vrydag, 25 Januarie 2002 om 10h00 te die kantoor van die Balju van die Landdroshof, 1ste Vloer, Trustbanksentrum, Sasolburg:

Erf 1559, geleë in die dorp Sasolburg, distrik Parys, provinsie Vrystaat, groot 874 (agt honderd vier en sewentig) vierkante meter.

Tien persent (10%) van die koopprys is betaalbaar by sluiting van die koopprooreenkoms en die balans teen registrasie van transport aan die Koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne 14 (veertien) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan Artikel 66 van die Wet op Landdroshowe Nr 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende Kopers se aandag gebring, maar niks word gewaarborg nie:

*Die eiendom staan bekend as:* Papenfusstraat 4, Sasolburg.

*Bestaande uit:* Woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die Koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die Kantoor van die Balju van die Landdroshof, Eerste Vloer, Trustbank Sentrum, Sasolburg en by die kantore van die Eiser se Prokureurs.

Geteken te Sasolburg op hierdie 19de dag van Desember 2001.

(Get) R A P Pretorius, Molenaar & Griffiths Ing, N J van der Merwe Singel 6, Posbus 18, Sasolburg, 1947.  
Verw: RAP/sv/E611.

Saak Nr: 71/01

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

**In die saak tussen: JOSEPH SANGWENI, Eiser, en CORNELIUS MARTINUS BEZUIDENHOUT,  
MIZPAH NAOMI BEZUIDENHOUT, Verweerders**

Geliewe kennis te neem dat op Vrydag, die 08e Februarie 2002 om 10h00 voor die Landdroshof, Petrus Steyn, Reitzstraat, die volgende eiendom in Eksekusie verkoop sal word aan die hoogste bieder te wete:

Erf 582, geleë in die dorp Petrus Steyn, distrik Lindley, Provinsie Vrystaat.

Groot: 1586 (Een Duisend Vyf Honderd Ses en Tagtig) vierkante meter, gehou kragtens Akte van Transport T13216/90, synde 'n beboude eiendom.

Die verkoopsvoorwaardes lê ter insae by die prokureurs hieronder vermeld maar die vernaamste voorwaardes is die volgende:

1. Die verkoping geskied sonder reserweprys.

2. Die Koper moet 'n deposito van 10% (tien persent) in kontant betaal die dag met die veiling en vir die balans moet 'n Bankwaarborg gelewer word betaalbaar by registrasie van die oordrag van die eiendom in naam van die Koper binne 30 dae nad datum van die verkoping van die eiendom.

3. Die eiendom word voetstoots verkoop.

Geteken te Volksrust op hede die 10e dag van Desember 2001.

Balju Landdroshof, Heilbron.

S. S. Strydom, S S Strydom Prokureurs, Prokureur vir die Eiser, Louis Trichardtstraat 68, Posbus 64, Volksrust, 2470.  
Verw: S S Strydom/ts.

Saaknommer: 106640/2000

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

**In die saak tussen: COLIN ANDREW SUTHERLAND, Eiser, en JEANETTE NTELEKENG KHOZA, Verweerder**

Geliewe kennis te neem dat ter uitwinning van 'n vonnis van die Landdroshof van Johannesburg gedateer 12 Januarie 2001 die ondergemelde eiendom in eksekusie verkoop sal word op Vrydag, die 8ste dag van Februarie 2002 om 09h00 voor die Landdroshof, Witsieshoek. Die verkoping sal onderworpe wees aan die voorwaardes wat deur die vendisie-afslaer gelees sal word tydens die verkoping, welke voorwaardes by die kantoor van die Balju, Mev Peens, Elizabeth Rosstraat, Witsieshoek, voor die verkoping geïnspekteer kan word:

*Sekere:* 271 Phuthaditjhaba J, Registrasie Afdeling Harrismith, provinsie Vrystaat.

*Groot:* 932 (nege honderd twee en dertig) vierkante meter.

*Gehou:* Kragtens Titellakte TG 97/1992.

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

Woonhuis bestaande uit 3 Slaapkamers, 1 Sitkamer, 2 Eetkamers, 1 Studeerkamer, 1 Kombuis, 2 Badkamers, 2 Motorhuise, 1 Buitekamer met toilet.

Geteken te Harrismith op hede die 10de dag van Desember 2001.

Coetzee - Engelbrecht Ing., Prokureurs vir die Eiser, Stuartstraat 51A, Posbus 729, Harrismith, 9880. Verw: C Coetzee/SS cve S12/2001.

**Saak No. 4463/99**

**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**  
(Oranje-Vrystaatse Provinsiale Afdeling)

**In die saak tussen: OOS VRYSTAAT KAAP BEDRYF BEPERK, Applikant en  
JOCHEMUS JOHANNES JACQUIRE, Respondent**

Geliewe kennis te neem dat uit hoof van kragtens 'n Hofbevel van die 14 Desember 2000 van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) en kragtens 'n lasbrief gedateer 9 Oktober 2001, sal die volgende eiendom/me van die Verweerder per publieke veiling vir kontant op Vrydag, 1 Februarie 2002 om 11h00 te die Landdroskantoor, Kerkstraat, Ladybrand, provinsie Vrystaat, aan die hoogste bieder verkoop word, naamlik:

a) Sekere plaas "Desire" nr 398, geleë in die dorp en distrik van Ladybrand, groot 217,6957 hektaar, gehou kragtens Transportakte No. T10272/1982.

Die eiendomme is soneer vir 'n plaas en bestaan onder andere uit die volgende: Normale woonhuis, melkstal, buitegeboue met oop stoor. Die plaas is opgedeel in kampe.

*Die belangrikste voorwaardes van verkoping:*

a) Die eiendom sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling;

b) die koper moet 'n deposito van 10% van die koopprys kontant op die dag van die verkoping betaal en die balans teen transport en verseker te word deur 'n waarborg van 'n bank en/of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne sewe dae na die datum van die verkoping verstrek te word;

c) die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 15,5% per jaar op die koopsom, bereken vanaf datum van verkoping tot en met datum van registrasie van transport in die naam van die koper, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonisskuldeiser.

d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, en waarborg geensins enige van die inligting hierin vermeld.

Die verkoopsvoorwaardes is ter insae by die kantore van die Balju, en/of die Eksekusieskuldeiser se Prokureurs, Mnr Symington & De Kok, Nelson Mandelarylaan 169b, Bloemfontein.

Geteken te Bloemfontein op hierdie 20ste dag van Desember 2001.

Balju, Ladybrand.

**Case No. 2806/98**

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

**In the matter between: NBS BOLAND BANK, Plaintiff, and BERNADETTE CATHERINE DE JONGE, 1st Defendant, and  
WILHELMUS DE JONGE, 2nd Defendant**

In pursuance of a judgment of the Magistrate's Court of Sasolburg and a writ of execution, the property listed hereunder will be sold in execution at 10h00 on the 8th February 2002 by the Sheriff at the Sheriff's Office, Room 19, Old Trust Bank Building, h/v Bain & Fichardt Street, Sasolburg:

Section 65 as shown more fully described in Sectional Plan Number S8113/96 in the Scheme known as Acacia in respect of the land and building or buildings situate at Sasolburg, Metsimahlole Local Municipality, Province Free State, of which section the floor area according to the said sectional plan is 58 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, known as 17C Acacia Flats, Fraser Street, Sasolburg.

Held under Deed of Transfer ST21873/96.

*Improvements:* 1 Lounge, 1 kitchen, 2 bedrooms, 1 bathroom, 1 toilet, veranda, drying area and parking.

*Terms:* Ten per cent (10%) of the purchase price to be paid on the date of the sale, and the balance together with interest, to be paid or secured by an approved bank or building society guarantee within fourteen (14) days of the date of the sale.

*Conditions of sale:* The conditions of sale may be inspected at the Offices of the Sheriff, Magistrate's Court, Sasolburg.

Dated at Vereeniging on this the 8th day of January 2002.

Rossouw & Prinsloo, 1st Floor, River Gables, Nile Drive, Three Rivers, P O Box 263519, Three Rivers, Vereeniging. (Ref. JAMP/SW.)

Saak No. 429/99

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

**In die saak tussen: AVBOB BEGRAFNIEDIENS BEPERK, Eksekusieskuldeiser, en MJ MODISE, Eksekusieskuldenaar**

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Winburg op 2 Desember 1999 sal die onderstaande eiendom om 11:00 op 25 Januarie 2002 te Baljukantore, Biekie va Als Winburg, 9420, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word beskryf as: Perseel 564, Makeleketla, Winburg, 9420.

*Verbandhouer:* Geen.

*Terme:* Kontant of bankgewaarborgde tjek met toeslaan van bod.

Die belangrikste voorwaardes daarin vervat is die volgende: Verkoopsvoorwaardes by balju en prokureur.

Gedateer te Winburg op die 23 November 2001.

Balju van die Hof.

PJ Kotze, Eiser se Prokureurs, Piet Kotze & Vennote, De Villiersstraat 46, Winburg, 9420. [Tel. (051) 881-0459/468 docex:] (Verw. Kotze PJ/em.) (Lêernr. LD5616.)

Saak No. 3035/2001

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA  
(Oranje-Vrystaatse Provinsiale Afdeling)**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en NTHABELENG PETRUS LEFIFI (ID. Nr. 6812095336089), 1ste Verweerder, en DIKGABISO ELISA LEFIFI (ID Nr. 7011070453089) 2de Verweerder**

Uit kragte van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) en kragtens 'n lasbrief tot uitwinning, sal die volgende eiendom per publieke veiling op:

Vrydag, 1 Februarie 2002 om 11:00 deur die Balju van die Hooggeregshof, Ficksburg te die Landdroskantore, Voortrekkerstraat, Ficksburg, aan die hoogste bieder verkoop word, naamlik:

*Eiendomsbeskrywing:* Erf 1808, geleë in die dorpsgebied Meqheleng, distrik Ficksburg, groot 459 vierkante meter, gehou kragtens Sertifikaat van Eiendomsreg Nr TE11380/1993.

*Die eiendom bestaan uit die volgende:* 'n Woonhuis, welke woning gesoneer is vir woondoeleindes bestaande uit: 2 slaapkamers, 1 sitkamer, 1 kombuis en 1 badkamer.

*Verbeterings:* Nul.

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

Geteken te Bloemfontein hierdie 6de dag van Desember 2001.

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

Saak No. 2531/2000

## IN DIE LAERHOF VIR DIE DISTRIK VAN REITZ GEHOU TE REITZ

**In die saak tussen: FIRSTRAND BANK LIMITED (NR 1905/001225/06), Eksekusieskuldeiser, en ABRAHAM JOHANNES STRAUSS, Eksekusieskuldenaar**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in bogenoemde saak sal 'n verkoping gehou word voor die Landdroskantoor, Kerkstraat, Reitz, op Woensdag, 6 Februarie 2002 om 10:00 ten opsigte van die ondervermelde eiendom van die Eksekusieskuldenaar op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die Balju, Reitz, voor die verkoping ter insae sal lê, die eiendom te wete:

Erf 1250, geleë in die dorp en distrik Reitz, Provinsie Vrystaat, groot 1 071 (eenduisend een en sewentig) vierkante meter, gehou kragtens Transportakte Nr T1544/1982.

Die eiendom is verbeter met 'n woonhuis en buitegeboue.

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

Blignaut & Wessels, Sarel Cilliersstraat 29, Reitz, 9810.



Case No. 2531/2000

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

**In the matter between: FIRSTRAND BANK LIMITED (NR 1905/001225/06), Plaintiff, and AJ STRAUSS, Defendant**

In pursuance of a judgment of the above Honourable Court in the above matter, the following immovable property of the Defendant will be sold in execution on Wednesday, the 6th of February 2002 in front of the Magistrate's Court, Reitz, at 10:00 on conditions to be read at the time of the sale, which conditions will, prior to the sale, lay for inspection at the offices of the undermentioned Sheriff, the property being:

Erf 1250, Reitz, District of Reitz, Free State Province; in extent 1 071 (one thousand and seventy one) square metres, held by virtue of Deed of Transfer No. T1544/1982.

The property is improved with a dwelling-house and outbuildings.

**Terms:** The purchaser shall pay 10% of the purchase price in cash to the Sheriff immediately after the sale, the balance to be secured by a bank guarantee within 14 (fourteen) days after date of sale.

Blijnaut & Wessels, 29 Sarel Cilliers Street (PO Box 6), Reitz, 9810.

Saak No. 13102/01

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

**In die saak tussen ABSA BANK BPK, Eiser, en SEAKETSO JOHN MOILWA, Verweerder**

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 15 Mei 2001 en 'n lasbrief tot eksekusie sal die volgende eiendom in eksekusie verkoop word op 6 Februarie 2002 om 10:00 te Balju Kantoor, Bloemfontein Wes, Derdestraat 6A, Westdene, Bloemfontein, deur Die Balju aan die persoon wat die hoogste aanbod maak, naamlik:

*Sekere:*

a) Deel 168, soos aangetoon en volledig beskryf op Deelplan Nr SS12/1995 in die skema bekend as Loch Logan Park ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, provinsie Vrystaat van welke deel die vloeroppervlakte volgens voormelde Deelplan 88 (agt en tagtig) vierkante meter groot is; en

b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde Deelplan aangeleë gehou kragtens Transportakte Nr ST 11239/1995, groot 88 vierkante meter, gehou kragtens Transportakte Nr ST11239/1995, onderhewig aan sekere voorwaardes.

Die volgende inligting word verskaf maar nie gewaarborg nie: Die woonhuis bestaande uit 2 slaapkamers, sitkamer, eetkamer, kombuis, badkamer en motorafdak.

*Voorwaardes:*

Die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshof en die Reëls daarvolgens neergelê. Tien (10) persent van die koopprijs moet in kontant op die dag van die verkoping betaal word en 'n bank of bougenootskapswaarborg vir die balans moet binne 14 dae na die verkoopdatum verskaf word.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Balju, Bloemfontein Wes, Derdestraat 6A, Westdene, Bloemfontein.

Geteken te Bloemfontein heurde 11de dag van Desember 2001.

Mnr GD Hoffman, Prokureur vir Eiser, p/a Schoeman Maree Ing, Schoeman Maree-Gebou, Voortrekkerstraat 190, Bloemfontein, 9301.

Saak Nr. 958/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Oranje Vrystaatse Provinsiale Afdeling)**In die saak tussen: LAND- EN LANDBOUBANK VAN SUID-AFRIKA, Eiser, en WILHELM JACOBUS LOTTER, Verweerder**

Ten uitvoerlegging van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje Vrystaat Provinsiale Afdeling) sal 'n verkoping sonder / met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind te die Landdroskantoor Bethlehem om 11:00 op 30 Januarie 2002, naamlik:

Gedeelte 1 van die plaas Damplaats 218, distrik Bethlehem, Provinsie Vrystaat.

**Groot:** 465,0476 (Vierhonderd vyf en sestig komma nul vier sewe ses) hektaar, gehou kragtens Transportakte nommer T3191/1996.

*Met die volgende verbeterings:* Woonhuis, melkstal, stoor met afdakke.

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

*Voorwaardes:* Die verkoopvoorwaardes is ter insae in my kantoor te Rouxstraat 36B, Bethlehem gedurende kantoorure.

Geteken die 8ste dag van Januarie 2002.

Balju van die Hooggeregshof vir die Distrik Bethlehem.

Eiser se Prokureur, Mnr JH Bosch, P/a Du Plessis Bosch & Meyerowitz, Naudestraat 24, Posbus 563, Bethlehem.

Saaknommer: 2865/2001

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

**In die saak tussen: SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en  
MPHULENYANE, M J, Eksekusieskuldenaar**

Ter ten uitvoerlegging van 'n vonnis van bovermelde Agbare Hof, sal die volgende onroerende eiendom in eksekusie verkoop word deur die Balju van die Hooggeregshof, Koffiefontein op 1 Februarie 2002 om 1h00 te die Landdroshof, Koffiefontein, naamlik:

Erf 163, Dithake Dorpsgebied, Registrasie Afdeling Fauresmith R.D., Vrystaat Provinsie.

Groot: 311 (driehonderd en elf) vierkante meter.

Verbeterings: Woonhuis bestaande uit: 1 x sitkamer, 2 x slaapkamers, 1 x badkamer, 1 x kombuis.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die bovermelde Balju.

Geteken te Kempton Park op die 4de dag van Desember 2001.

(Get) G M Maritz, Maritz, Boshoff & Du Preez, Schoemanslaan 4, Kempton Park. Tel: 394-7140/1/2. Verw: A Maré/SB100 683HH.

Case No: 1470/2000

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

**In the matter between: STANDARD BANK OF SA LTD, Plaintiff, and ANDRIES JOHANNES OTTO,  
Identity No. 5601165004003, Defendant**

Kindly take notice that pursuant to a judgment delivered by the High Court of South Africa (Orange Free State Provincial Division) on the 19th day of October 2000, and a warrant of execution against immovable property dated the 28th day of May 2001, the undermentioned property will be sold by public auction to the highest bidder on Thursday, the 24th day of January 2002 at 10:00 at the Sheriff's office, 32 President Street, Kroonstad, namely:

Erf 5434, town Kroonstad, Extension 45, district Kroonstad, Province Free State; measuring 1 492 square metres; held under Deed of Transfer T.8047/83 and Deed of Transfer T.20309/97 and Bond B.11525/97, better known as 20 Rule Street, Suidrand, Kroonstad.

The property comprises of a dwelling with tile roof, brick walls, 4 bedrooms, 3 bathrooms, lounge, dining room, TV room, Study room, Kitchen with scullery, double garage and lapa with braai facilities. The property is zoned for residential purposes.

1. All bids will be accepted and the purchaser shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The balance of the purchase price will bear interest at the rate of 14,5% from date of sale to date of registration.

2. The balance of the purchase price payable against transfer, is to be secured by a Bank or Building Society guarantee approved by the execution creditor's attorney and to be furnished within fourteen (14) days after the sale.

3. The conditions of sale which will be read prior to the sale, will be available for inspection at the offices of the plaintiff's attorney and the Sheriff of the High Court, 32 President Street, Kroonstad.

Signed at Bloemfontein this 8th day of November 2001.

P D Yazbek, Attorney for Plaintiff, Lovius - Block, Ground Floor, Standard Bank House, 15A West Burger Street, P O Box 819, Bloemfontein, 9300. Tel: (051) 430-3874/5/6/7/8. Fax: (051) 447-6441. (PDY/rt/S135/00.)

Deputy Sheriff, Kroonstad.

**KWAZULU-NATAL**

Case No. 5224/2000

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

**In the matter between: STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and DHANRAJ ORA,  
1st Defendant, and NEELAMONEY ORA, 2nd Defendant**

In pursuance of a judgment of the High Court of South Africa (Durban Coast & Local Division) dated the 1st August 2000 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on the 31 January 2002 at 12h00 on the steps of the High Court, Masonic Grove, Durban, to the highest bidder. The conditions of sale will be read out by the auctioneer at the time of the sale and same can be inspected at the office of the Sheriff of the High Court prior to the sale:

Certain: (a) Section No. 29, as shown and more fully described on Sectional Plan No. SS463/93 in the scheme known as Cherry Lane in respect of the land and building or buildings situated at Durban in the Durban entity, of which section the floor area, according to the said sectional plan, is 118 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the section in accordance with the participation quota endorsed on the sectional plan, held under Deed of Transfer No. ST11126/1998 and an Exclusive Use Area known as: Garden Area No. 29, measuring 51 square metres and Yard Area No. Y29 measuring 39 square metres held under Notarial Cession of Exclusive Use Area No. SK 1627/1998.

*Situation:* 29 Cherry Lane, 85 Loon Road, Sherwood.

*Improvements* (not guaranteed): 1 simplex semi-detached town house comprising of: 1 open plan lounge/dining-room/kitchen with units, floors tiled, 3 bedrooms with built in cupboards (main en-suite) floors carpeted, doors/windows burglar guarded; 1 toilet/bath with tub/wash basin, fully tiled, 1 court yard, floor cemented, 1 porch, floor tiled, 1 garage with roller door/open parking, 1 communal swimming pool with change rooms and braai area, yard, electrified fence with electronic gates, 24 hours security, garden with fish pond.

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

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

Dated at Umhlanga Rocks this 2nd day of April 2001.

Gavin Gow & Pearce, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, PO Box 610, Umhlanga Rocks. [Tel. (031) 561-1011.] Service Address: C/o Docex, 15 Aliwal Street, Durban. (Ref. AP/dh/S1324:S0205/256.)

**Case No. 5551/2001**

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

**In the matter between ABSA BANK LIMITED, No. 86/04794/06, Plaintiff, and Mr PRADEEP HARICHANDRE,  
1st Defendant, and Mrs SYLVIA REGINA HARICHANDRE, 2nd Defendant**

In terms of a judgment of the above Honourable Court dated 18 October 2002 a sale in execution will be held at 10h00 on Tuesday, the 29th January 2002 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder without reserve:

Sub 8924 (of 8803), of Lot 107 Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent six hundred and fifty (650) square metres, now known as Portion 8924 (of 8803) of Erf 107, Chatsworth, Registration Division FT, Province of KwaZulu-Natal, measuring six hundred and fifty (650) square metres, by virtue of Deed of Transfer T38657/94.

*Physical address:* 17 Samara Place, Chatsworth, 4092.

*Zoning:* Special Residential 400.

*The following information is furnished but not guaranteed:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under cement/tile roof single storey dwelling with: lounge, diningroom, family room, kitchen, 2 bathrooms, separate toilet, 3 bedrooms, basement flatlet, double garage, servants room, swimming pool, paving. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

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

Dated at Durban on this 19th day of December 2001.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; PO Box 714, Durban, 4000. (Docex 71). [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1740/Mrs Chetty.)

**Case No. 2104/2000**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and RAVIKESH GOVINDER, First Defendant, and  
PATHMAVATHIE GOVINDER, Second Defendant**

In execution of a judgment granted by the above Honourable Court on 7 November 2001 in the above named suit, the following property will be sold in execution by the Sheriff of the High Court, Pinetown, at 10h00 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown on 6 February 2002 to the highest bidder without reserve, namely:



Erf 4345, Queensburgh (Extension No. 30), Registration Division FT, in the Queensburgh Entity, Province of KwaZulu-Natal, in extent 1 000 square metres which property is physically situated at 13 Booysen Road, Northdene, Queensburgh, KwaZulu-Natal and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T1320/98.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick, plaster and paint under tile dwelling consisting of: 1 passage, 1 lounge, 1 TV/family room, 1 diningroom, 3 bedrooms, 1 bathroom, 1 shower and toilet, 1 kitchen, 2 garages, 1 swimming pool, 1 carport, burglar bars. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown and at the offices of Ewing, Adams & Associates, Mafavuke House, 28 Old Main Road, Hillcrest.

Dated at Hillcrest this 18th day of December 2001.

Ewing, Adams & Associates, Plaintiff's Attorneys, Mafavuke House, 28 Old Main Road, Hillcrest, PO Box 59, Hillcrest, 3650. [Tel. (031) 765-5937.] (Ref. M van Walsem.) C/o Millar & Reardon, 13th Floor, 85 on Field, 85 Field Street, Durban.

**Case No. 1510/98**

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

**In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and VINOTHA PERUMAL, First Defendant, and SHUNMUGAM PILLAY, Second Defendant**

In terms of a judgment of the above Honourable Court a sale in execution will be held at 296 Jan Smuts Highway, Mayville, Durban at 10:00, on Thursday, the 31st January 2002 to the highest bidder without reserve:

Lot 1923, Kingsburgh (Extension No. 9), situate in the Southern Transitional Metropolitan Substructure Council and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 100 (one thousand one hundred) square metres, held under Deed of Transfer No. T11393/97.

*Physical address:* 4 Vasco Da Gama, Kingsburg, Natal.

*Zoning:* Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising 2 bedrooms, 1 bathroom with bath, basin, shower and toilet, lounge/diningroom combined (tiled floor), kitchen with fitted cupboards (tiled floor). The property is fully fenced. Outbuildings comprise garage.

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

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 101 Lejaton, 40 St. George's Street, Durban, Natal.

Dated at Durban this 13th day of December 2001.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J A Allan/S.13219/bd.)

**Case No. 5015/2001**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and PATRICK BHEKIZIWE NGEMA, First Defendant, and SIBONGILE PRISCA NGEMA, Second Defendant**

In terms of a judgment of the above Honourable Court dated the 18th September 2001 a sale in execution will be held on Tuesday the 29th January 2002, at the Magistrate's Court, Melmoth at 10h00, to the highest bidder without reserve:

Erf 186, Melmoth, Registration Division GU, Province of KwaZulu-Natal, in extent four thousand and forty seven (4 047) square metres, held under Deed of Transfer No. T20588/2000.

*Physical address:* 889 B South, Ulundi.

The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, bathroom/toilet, 3 bedrooms (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

*Zoning:* Residential.

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court at Reinhold Street, Melmoth.

Dated at Durban this 7th day of November 2001.

D H Botha, Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street, Durban, 4001, Docex No. 27. (Tel. 304-3433.) (Ref. Mr BOTHA/mg/A0038/1603.)

Case No. 1969/99

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and DEENDAYAL MAHARAJ N.O (a.k.a DEENADAYAL) RAJENDRAPOERSAD SOOBDHAN MAHARAJ N.O (a.k.a RAJENDRAPERSAD) and PRITHIRAJ MAHARAJ N.O (a.k.a PRITHIRAJ), Defendant**

In execution of a judgment granted by the above Honourable Court on the 4th June 1999 in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Durban North at 12h00 at on the front steps of the High Court, Masonic Grove, Durban, on 31st January 2002 to the highest bidder without reserve, namely:

Portion 2 of Erf 4460, Reservoir Hills, Registration Division FT, situate in the Province of KwaZulu-Natal, in extent 1 368 square metres, which property is physically situate at 160 Spencer Road, Clare Estate, Durban and which property is held by the above-named Defendant under and by virtue of Deed of Deed of Transfer No. T8087/95 dated 6/9/55.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of: A brick under tile dwelling comprising of *Main building:* Entrance hall, lounge, diningroom, 4 bedrooms, kitchen, separate wc, bath/wc/shower, laundry. *Outbuildings:* Utility rooms x3, temple. *Granny cottage:* Lounge, diningroom, 3 bedrooms, kitchen, scullery, bathroom/wc, separate wc, prayer room, verandah. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold "voetstoots").

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Durban North, 15 Milne Street, Durban and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban this 13th day of December 2001.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban (D C GARDYNE/ A SEWPARSAD/GAL3837.)

Case No: 14140/00

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

**In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Execution Creditor, and ELIAS MCONDO MKHIZE, Execution Debtor**

In pursuance of a judgment granted on the 30th January 2001 in the Magistrate's Court for the District of Inanda, held at Verulam and a Writ of Execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday the 8th February 2002 at the Front Entrance to the Magistrate's Court Building, Moss Street, Verulam, at 10h00.

**Description:** Erf 1958, Ntuzuma F, Inanda, Province of KwaZulu-Natal, in extent of Three Hundred and Thirty Two (332) square metres, held under Deed of Grant No. TG1397/1982 (KZ).

**Street address:** F1958 Ntuzuma Township, Inanda, KwaZulu-Natal.

**Improvements:** A block plastered asbestos roof dwelling house consisting of 1 lounge, 1 kitchen, 2 bedrooms and 1 bathroom & toilet. Nothing is guaranteed in respect of such improvements on the property.

**Zoning:** Residential.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area 1, which are situated at First Floor, 12 Groom Street, Verulam.

Dated at Durban this 21st day of December 2001.

Buthelezi Attorneys, Execution Creditor's Attorney, First Floor, Protea House, 332 West Street, Durban, 4001. (Ref: Mr Z.E. Buthelezi/zm/C0016078).

Case No.: 6594/2000

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

**BOE BANK LIMITED vs NKOSINATHI EMMANUEL KHUZWAYO**

The following property will be sold voetstoots in execution at 296 Jan Smuts Highway, Mayville, Durban on 31st January 2002 at 10h00.

Erf 4383, Isipingo (Extension 38), Registration Division FT, situate in the South Local Council Area, Province of KwaZulu-Natal, in extent 541 square metres.

*Postal address:* 18 Sunbird Crescent, Lotus Park, Isipingo.

*Improvements:* A house consisting of: 3 bedrooms, 1 bathroom with bath, basin & toilet (tiled floor), lounge (tiled floor), dining room (tiled floor), kitchen with fitted cupboards (tiled floor). The property is fully fenced.

*Material terms:* 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriff's Offices, 101 Lejaton, 40 St. George's Street, Durban, or Meumann White.

Dated at Berea this 20 December 2001.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefield House, 150 Essenwood Road, Berea. Ref.: MCD/VDG/LG/065898.

Case No.: 3196/2001

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

**BOE BANK LIMITED vs SHANIEDA BIBI EBRAHIM and FAZEL MEHAMOOD KHAN**

The following property will be sold voetstoots in execution at the steps of the High Court, Masonic Grove, Durban on 31st January 2002 at 12h00.

Portion 8 of Erf 343, Springfield, Registration Division FT, Province of KwaZulu-Natal, in extent 462 square metres.

*Postal address:* 21 Vinca Road, Asherville.

*Improvements:* A single storey brick under tile roof dwelling consisting of: Lounge/diningroom combined, 2 bedrooms, 1 shower, 1 toilet. The property is fenced with concrete walls.

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

Dated at Berea this 20 December 2001.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefield House, 150 Essenwood Road, Berea. Ref.: MCD/VDG/LG/077069.

Case No: 2861/2000

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

**In the matter between: BUSINESS PARTNERS LIMITED, Execution Creditor, and TREVOR FOODS CC, First Execution Debtor, JABULANI EXCELLENT ZWANE, Second Execution Debtor, THANDILE OCTAVIA ZWANE, Third Execution Debtor, and XOLANI LAWRENCE ZWANE, Fourth Execution Debtor**

In pursuance of a judgment of the High Court of South Africa, Durban and Coast Local Division, in the abovementioned suit, a sale will be held by the Sheriff of the High Court, Umlazi, at the Sheriff's Office V 1030, Block C, Room 4, Umlazi, on Wednesday the 30 January 2002 at 10h00 of the undermentioned property of the Second and Third Execution Debtors, to the highest bidder on conditions to be read by the Sheriff at the time of the sale.

The property is described as:

Description: "Ownership Unit No 755, Umlazi D, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 379 square metres", held under Deed of Grant No: TG 37/1969 (KZ).

*Street address:* D755, Umlazi.

*Improvements: Main building:* Freestanding block under asbestos dwelling consisting of: 2 bedrooms, 1 diningroom, 1 kitchen, 1 bathroom, 1 toilet, rooms are carpeted. *Outbuilding:* Freestanding block under tile dwelling consisting of: 2 bedrooms, 1 diningroom, 1 kitchen, 1 bathroom, 1 toilet, with tiled floors. The property has a driveway.

*Zoning:* General Residential (nothing guaranteed).

Full conditions of sale may be inspected at the offices of the Plaintiff's Attorneys and the Sheriff of the High Court, V 1030, Block C, Room 4, Umlazi.

Dated at Durban this 20th day of December 2001.

K L Naidoo, Execution Creditor's Attorneys, Livingston Leandy Incorporated, 10th Floor, First National Bank Building, Cnr Smith & Field Streets, Durban. (Ref: KN/MP/11 S355 022)

Case No: 3775/2001

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

**In the matter between: STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and RAJAN RUTHNUM CHETTY, 1st Defendant and VIJAYA LUTCHMEE CHETTY, 2nd Defendant**

In pursuance of a Judgment of the High Court of South Africa, Durban and Coast Local Division dated the 11 July 2001 and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on 29 January 2002 at 10h00 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth to the highest bidder. The conditions of sale will be read out by the Auctioneer at the time of the sale and same can be inspected at the office of the Sheriff of the High Court prior to the sale.



**Certain area:** Portion 19 (of 1) of Erf 110, Chatsworth Registration Division FT, in the Durban Metropolitan Unicity, Municipality Area, Province of KwaZulu-Natal, in extent 209 (two hundred and nine) square metres. Held under Deed of Transfer No. T 48065/2000.

**Physical address:** House 235, Road 706, Chatsworth.

**Improvements** (not guaranteed): 1 semi-detached double storey brick under tile roof dwelling comprising of: 3 bedrooms, 1 lounge, 1 diningroom, 1 kitchen, 1 toilet, 1 bathroom, balcony; **outbuildings:** 1 garage, 1 room, 1 toilet/shower, property fenced.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.  
2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale.

3. The balance of the purchase price is payable against transfer to be secured by a Bank or Building Society Guarantee approved by the Execution Creditor's Attorneys and to be furnished within fourteen (14) days after the date of the sale.

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

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

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

Dated at Umhlanga Rocks this 24th day of December 2001.

Plaintiff's Attorneys, Gavin Gow & Pearce, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks; P O Box 610, Umhlanga Rocks. (031) 56 11011.

**Service Address:** C/o Docex, 15 Aliwal Street, Durban. (Ref: AP/AMB/S1524:S0205/370.)

**Case No. 7273/01  
DX 1, Umhlanga**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and DEWLALL RAJAH, 1st Defendant, and  
AMISHA DEVI RAJAH, 2nd Defendant**

In pursuance of judgment granted on 11/09/2001, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 4/02/2002 at 9 am at 1 Trevenen Road, Lotusville, Verulam to the highest bidder:

**Description:** Erf 291, Earlsfield, Registration Division FT, Province of KwaZulu-Natal.

**In extent:** Four hundred and ninety eight [(498) square metres];

**Postal Address:** 58 Jayfield Close, Earlsfield, Newlands.

**Zoning:** Residential.

**Improvements:** Single storey brick under tile dwelling comprising 3 bedrooms, lounge, diningroom, kitchen, toilet, bathroom, iron manual gates, wire and wooden pole fencing, 1 awning.

Held by the Defendants in their name under Deed of Transfer No. T27185/92;

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 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.

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

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 1 Trevenen Road, Lotusville, Verulam.

Dated at Umhlanga Rocks this 21 December 2001.

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

**Case No. 2417/99**

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

**In the matter between: FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
GOTTFRIED WILHELM MOLDT, Defendant**

1. The following property shall be sold by the Sheriff for the Magistrate's Court, Port Shepstone on the 1st day of February 2002 at 11h00 at the front entrance of the Magistrate's Court, Court House Road, Port Shepstone to the highest bidder without reserve:

Erf 1516, Uvongo (Ext. No. 2), Registration Division ET, Province of KwaZulu-Natal, in extent One Thousand Two Hundred and Ninety Six (1296) square metres held under Deed of Transfer No. T6029/1977 and having physical address at 52 Venice Road, Uvongo, KwaZulu-Natal, and which without anything being warranted thereby, is zoned residential and is improved by a split level dwelling comprising: entrance hall; lounge; dining room; kitchen; scullery; 3 bedrooms; 2 bathrooms/w.c./shower; w.c.; dressing room; bar; 2 garages; servant's room with lounge; laundry; storeroom/cellar; w.c./shower; swimming pool.

2. The sale is voetstoots and the successful bidder is to pay on conclusion of the sale in cash or by bank guaranteed cheque a deposit of 10% of the price, plus the Sheriff's charges, (being 5% on the first R30 000,00 of the price and 3% on the balance, - plus VAT). The full conditions of Sale may be inspected at the office of the said Sheriff at 20 Riverview Road, Sunwich Port, Port Shepstone, 4240.

Dated at Durban this 14th day of December 2001.

W N Mann, Plaintiff's Attorney, John Koch & Company, Suite 709, 7th Floor, First National Bank Building, Cnr Smith and Field Streets, Durban. (Our Ref: WNM/PP/F3653.)

**Case No.: 5847/2000**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and ABEDNIGO PUSELETSO LECHELA, Defendant**

The following property will be sold in execution on the 30th January 2002 at 10h00 at the Sheriff's Office, Section "V" 1030, Block C, Room 4, Umlazi, by the Sheriff of the High Court for Umlazi to the highest bidder.

Erf 1052, Umlazi P, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 371,6 square metres; with the address of Unit P1052, Umlazi.

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

Brick under asbestos roof dwelling comprising of 2 bedrooms, 1 bathroom, 1 kitchen and 1 diningroom.

The sale shall be subject to the terms and conditions of the High Court and the rules made thereunder and the Purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full Conditions of Sale may be inspected at the offices of the Sheriff of the High Court for the Umlazi District, Room No. 4, Block C, V1030, Kwastambu, Umlazi.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref: Ms Singh/N417.5903/00.)

**Case No.: 5847/2000**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and ABEDNIGO PUSELETSO LECHELA, Defendant**

The following property will be sold in execution on the 30th January 2002 at 10h00 at the Sheriff's Office, Section "V" 1030, Block C, Room 4, Umlazi, by the Sheriff of the High Court for Umlazi to the highest bidder.

Erf 1052, Umlazi P, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 371,6 square metres; with the address of Unit P1052, Umlazi.

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

Brick under asbestos roof dwelling comprising of 2 bedrooms, 1 bathroom, 1 kitchen and 1 diningroom.

The sale shall be subject to the terms and conditions of the High Court and the rules made thereunder and the Purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full Conditions of Sale may be inspected at the offices of the Sheriff of the High Court for the Umlazi District, Room No. 4, Block C, V1030, Kwastambu, Umlazi.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref: Ms Singh/N417.5903/00.)

**Case No. 5847/2000**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ABEDNIGO PUSELETSO LECHELA, Defendant**

The following property will be sold in execution on the 30th January 2002 at 10h00 at the Sheriff's Office, Section "V" 1030, Block C, Room 4, Umlazi, by the Sheriff of the High Court for Umlazi to the highest bidder:

Erf 1052, Umlazi P, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 371,6 square metres, with the address of Unit P1052 Umlazi.

The following improvements are furnished but nothing is guaranteed in this regard: Brick under asbestos roof dwelling comprising of 2 bedrooms, 1 bathroom, 1 kitchen and 1 diningroom.

The sale shall be subject to the terms and conditions of the High Court and the Rules made thereunder and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court for the Umlazi District, Room No. 4, Block C, V1030, Kwastambu, Umlazi.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Ms Singh/N417.5903/00.)

**Case No. 208/2001**

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and STANLEY HOWARD JAMES, First Execution Debtor, and JOAN THERESA JAMES, Second Execution Debtor**

In pursuance of a judgment of the above Honourable Court dated the 2 February 2001 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 7 February 2002 at 10h00 at 296 Jan Smuts Highway, Mayville, Durban, to the highest bidder without reserve:

Lot 1553, Austerville, situate in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 269 (two hundred and sixty nine) square metres and held under Deed of Transfer No. T17345/92.

*Physical address:* 29 Tuin Road, Austerville.

The following information is furnished but not guaranteed: Single storey brick house under tile roof: *Main house:* 3 bedrooms, 1 toilet (floor tiled), bathroom with bath basin and toilet (floor tiled), lounge (tiled), kitchen fitted with cupboards (floor tiled), the property is partly fenced (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of Durban South, 40 St. Georges Street, Durban.

Dated at Durban this 3rd day of January 2002.

Ditz Incorporated, Execution Creditor's Attorneys, 50 Masonic Grove, Durban. (Ref. Mr COWAN/Mr JANKEY/sg.) (02N8048/01.)

**Case No. 2079/99**

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

**In the matter between BOE BANK LIMITED, Execution Creditor, and ABDUL MAGIDE MAHOMED HUSSEN, First Execution Debtor, and JEBUNISSA MAHOMED HUSSEN, Second Execution Debtor**

In pursuance of a judgment in the High Court (Durban and Coast Local Division) dated 28 November 2001 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on the 31st day of January 2002 at 12h00 on the steps of the High Court, Masonic Grove, Durban, to the highest bidder without reserve:

*Property description:*

(a) Section No. 52 as shown and more fully described on Sectional Plan No. SS570/1995, in the scheme known as Fountain Court, in respect of the land and building or buildings situate at Durban, in the Ethekwini Municipality, of which section the floor area according to the said sectional plan is 80 (eighty) square metres in extent; and

(b) An undivided share property 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 First Defendant under Deed of Transfer No. ST10219/1996.

*Physical address:* 52 Fountain Court, 15/25 Mallinson Road, Sydenham, Durban, KwaZulu-Natal.

*Improvements:* Flat comprising: Lounge and diningroom combined, kitchen, 3 bedrooms, 1 bathroom, 1 shower, 2 toilets, balcony.

*Common property facilities:* Pool, garden, drying area, parking – under cover. *Other:* Driveway, walls, security, intercom (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

*Zoning* (the accuracy hereof is not guaranteed): General Residential.

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

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale together with the auctioneer's commission.

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

Dated at Durban this 11th day of December 2001.

Shepstone & Wylie, Execution Creditor's Attorneys, Sctoswood – 37 Aliwal Street, Durban. (C:\NBS\SALE/H118: BOEB2.40.)



Case Number: 1933/2001

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

**In the matter between: FBC FIDELITY BANK LIMITED, Execution Creditor, and  
MR. WILLIAM ANDREW ORPEN MOXLEY, Execution Debtor**

In pursuance of a judgment granted on the 13th day of July, 2001 in the High Court of South Africa (Durban and Coast Local Division), in this matter and under a writ of Execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, the 31st day of January, 2002 at 12h00 on the steps of the High Court, Masonic Grove, Durban, to the highest bidder, without reserve.

*Description:* Portion 38 of Erf 39, Durban North, Registration Division FU, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 1 260 square metres, held by Deed of Transfer No. T25707/95.

*Improvements:* Brick under tile dwelling comprising of 4 bedrooms, 1 kitchen, 4 living-rooms, 3 bathrooms, single garage, verandah, patio and pool, servant's quarters with laundry, bath/toilet, wine cellar, fully walled boundary, electronic gates, car port and oregon floors.

*Physical address:* 37 Kelvin Place, Durban North, Durban.

*Town planning:* Zoning: Residential.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale be subject to the terms and conditions of the High Court and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% of the purchase price in cash, plus the Durban North Sheriff's commission and value added tax immediately after the conclusion of the sale, the balance against transfer to be secured by a Bank or Building Society guarantee to be approved by the Execution Creditor's Attorneys and to be furnished to the Sheriff, Durban North within 21 (twenty-one) days after the date of the sale.
3. The property shall be sold at it stands.
4. The full conditions may be inspected at the offices of the Sheriff, Durban North, at 15 Milne Street, Durban or at our Offices.

Dated at Durban this 21 day of December 2001.

Legator McKenna Incorporated, Execution Creditor's Attorneys, 21st Floor - Eagle Building, 357 West Street, Durban, 4001.  
(Ref. MRS DE LANGE/AG12/D91.)

Case No. 1277/01

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

**In the matter between: NORTH LOCAL COUNCIL - TONGAAT, Judgment Creditor/Plaintiff, and  
P.G. DESAI, Judgment Debtor/Defendant**

In pursuance of a Judgment granted on the 22nd day of March 2001, in the Magistrate's Court for the District of Inanda, held at Verulam, the Property listed hereunder will be sold in Execution on Monday the 4th day of February 2002 at 9:00 am at the Sheriff's Office, 1 Trevennen Road, Lotusville, Verulam.

*Description:* Remainder of Erf 659 Tongaat, Registration Division FU, situated in the Durban Metropolitan Unicity Municipality, Province of KwaZulu-Natal, in extent 7,3507 hectares.

*Postal address:* Shalima Road, Tongaat.

*Improvements:* Face brick under asbestos dwelling comprising 17 rooms with individual occupiers. No toilet/bathroom.

Although nothing in this regard is guaranteed.

*The conditions of sale:*

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

The full conditions of sale, which will be read immediately prior to the sale, may be inspected at Sheriff's office, 1 Trevennen Road, Lotusville, Verulam.

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

Dated at Durban on this 14th day of December 2001.

Mulla & Mulla, Plaintiff's Attorneys, 486 Windermere Road, Durban, 4001. (Tel. 303-5632.) (Ref. 41 2878 042 EM/sf.)

Case No. 6606/93

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

**In the matter between: PREM'S CONSTRUCTION, Plaintiff, and G R SINGH, Defendant**

In pursuance of a Judgment granted in the above Honourable Court on the 19th March 1997 and a Warrant of Execution issued thereon, the undermentioned property will be sold in execution on the 8th February 2002 at 9:30 in front of the Magistrate's Court, Keate Street, Ladysmith.

Immovable property described as Lot 5311, 39 Foxglove Avenue, Borough of Ladysmith, Administrative District of Natal. The following information is furnished regarding the improvements though in this respect nothing is guaranteed:

*Zoning:* Residential.

Improvements (the accuracy hereof is not guaranteed): Dwelling comprising lounge, dining-room, kitchen, bathroom, 3 bedrooms.

*Material conditions:*

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

1. The property shall be sold by the Sheriff of the Ladysmith on the 8th February 2002 in front of the Magistrate's Court, Ladysmith.

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

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

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

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

Dated at Ladysmith on this the 12th day of December 2001.

A. Sibran & Associates, Plaintiff's Attorneys, 63 Queen Street, Ladysmith, 3370. (Ref. A. SIBRAN/SM/P.146.)

**Case No. 5267/2001**

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

**In the matter between: ABSA BANK LIMITED, Execution Creditor, and WOUTER GIDEON ERASMUS, First Execution Debtor, and MAGDALENA ERASMUS, Second Execution Debtor**

In execution of a judgment granted by the above Honourable Court dated on the 27th September 2001 in the above-named suit, the following property will be sold by the Sheriff of the High Court, Durban South, at 296 Jan Smuts Highway, Mayville, Durban, on the 31st January 2002 at 10h00 to the highest bidder without reserve, namely:

Sub 20 of Lot 1315, Wentworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 932 (nine hundred and thirty-two) square metres.

Subject to the terms and conditions therein contained, which property is physically situated at 179 Glendardle Road, Wentworth, KwaZulu-Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. T15920/96.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon being brick under tiled dwelling comprising of 1 lounge, 1 dining-room, 1 kitchen, 2 bathrooms, separate water closet, 3 bedrooms. *Outbuilding:* 1 garage, servant's room, bath/shower/water-closet and a swimming-pool.

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

The aforesaid sale shall be subject to the Conditions of Sale which may be inspected at the office of the Sheriff of the High Court, Durban South, 101 Lejaton, 40 St. Georges Street, Durban.

Dated at Durban this 2nd day of January 2002.

Pearce Lister & Co., 8th Floor, Fedsure House, 320 Smith Street, Durban, Docex 49. (Ref. JDT/mg/11/U016/499.)

**Case No. 15413/2000**

IN THE MAGISTRATES COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

**In the matter between: BODY CORPORATE OF VILLA MITRIE, Plaintiff, and MR CLIVE KALAPPA, First Defendant, and MRS PREVASHNI KALAPPA, Second Defendant**

In pursuance of a Judgment on 12/06/2000 in the Court of the Magistrate, Durban, and under Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on Thursday 7 February 2002 at 10h00 at Ground Floor, 296 Jan Smuts Highway (cnr Buro Crescent), Mayville, Durban.

*Description:* Section No. 16 as shown and more fully described on Sectional Plan No. SS39/1979 in the scheme known as Villa Mitrie, in respect of the land and building or buildings situated at Durban, in the Durban Entity of which section the floor area according to the said sectional plan is 33 (thirty-three) square metres in extent;

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer Number ST13780/1998 dated 23/09/1998.

*Address:* 16 Villa Mitrie, 115/121 Smith Street, Durban.

*Improvements:* Bachelor Flat, 1 room and bathroom and toilet.

The full Conditions of Sale may be inspected at the office of the Sheriff for the Magistrate's Court, Ritchie Maree, 296 Jan Smuts Highway, Mayville and at the offices of Thorpe & Hands, Suite 2522, 320 West Street, Durban during normal office hours.

Dated at Durban this 3 January 2002.

Thorpe & Hands, Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref. Lerika Harrilall/V016/006.)

Case No. 10359/99

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

**In the matter between BOE BANK LIMITED, trading as NBS, Plaintiff, and MADURAY DOORASAMY, First Defendant, and RAGESTHREE DOORASAMY, Second Defendant**

In pursuance of a judgment granted in the High Court of South Africa, Durban and Coast Local Division, under writ of execution thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance of the Magistrate's Court, Moss Street, Verulam, at 10h00 on Friday, 1 February 2002:

*Description:* Lot 180, Eastbury, situate in the Durban Entity, Administrative District of Natal, Province of KwaZulu-Natal, in extent 181 (one hundred and eighty-one) square metres, held under Deed of Transfer No. T1461/97.

*Physical address:* 53 Rockbury Place, Eastbury, Phoenix.

*Zoning:* Special/Residential.

The property consists of a block under tile semi-detached duplex comprising of: *Upstairs:* 3 x bedrooms and 1 x bathroom. *Downstairs:* 1 x lounge, 1 x kitchen, 1 x toilet en water and lights facilities.

Nothing in this regard is guaranteed.

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

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the Offices of the Sheriff of the High Court, Inanda Area 1, 1st Floor, 12 Groom Street, Verulam.

Dated at Durban this 2nd day of January 2002.

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

Case No. 7373/98

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

**In the matter between BOE BANK LIMITED, Plaintiff, and GURUDUTT MUNGRA SHAH, First Defendant, and SUSILLA SHAH, Second Defendant**

In pursuance of a judgment granted in the High Court of South Africa, Durban and Coast Local Division, under writ of execution thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at 296 Jan Smuts Highway, Mayville, Durban at 10h00 on Thursday, 31 January 2002:

*Description:* "Lot 1088 Merewent, situate in the Durban Entity, Administrative District of Natal, Province of KwaZulu-Natal, in extent 2 040 (two thousand and forty) square metres;" held under Deed of Transfer No. T.10802/97.

*Physical address:* 12 Calicut Place, Merebank, Durban.

*Zoning:* Special/Residential.

*Improvements:* The property consists of a house of brick under tile roof with three attached portions comprising of:

*Portion (1): Downstairs:* Kitchen, dining-room, lounge, 4 x bedrooms (1 x en-suite) and 1 x toilet. *Upstairs:* Kitchen, lounge/dining-room, 4 bedrooms, 2 bathrooms with toilets and 1 toilet. Basement with 1 garage, 1 room and 1 toilet.

*Portion (2): Downstairs:* Dining-room, lounge, kitchen and TV room. *Upstairs:* 3 bedrooms with en-suites.

*Portion (3): Outbuildings:* Brick under tile roof. *Upstairs:* 2 bedrooms, lounge, kitchen, toilet and bathroom. *Downstairs:* 2 bedrooms, kitchen, toilet and bathroom. Double garage.

Nothing in this regard is guaranteed.

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

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the Offices of the Sheriff of the High Court, 101 Lejaton, 40 St Georges Street, Durban.

Dated at Durban this 2nd day of January 2002.

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



Case No. 5990/2000

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

**In the matter between BOE BANK LIMITED, t/a NBS, Plaintiff, and RAMONA VERONICA SMALL, Defendant**

In pursuance of a judgment granted in the High Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the High Court, Masonic Grove, Durban, at 12h00 on Thursday, 31 January 2002:

*Description:* "Portion 51 of Erf 316, Duiker Fontein, Registration Division FU, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 789 (seven hundred and eighty-nine) square metres, held under Deed of Transfer T19625/99".

*Physical address:* 3 Greyridge Road, Effingham Heights, Durban.

*Zoning:* Special/Residential.

*Improvements:* The property consists of a single-storey detached brick under tile dwelling comprising of: 1 x lounge, 1 x dining-room, 1 x kitchen, 3 bedrooms, 1 x bathroom, 1 x shower, 2 x toilets and single garage.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the Offices of the Sheriff of the High Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 5th day of December 2001.

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

Case No. 9354/2000

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

**In the matter between BOE BANK LIMITED, trading as NBS, Plaintiff, and ESSOP MAYAT, First Defendant, SALATCHEE MAYAT, Second Defendant, MYMOENJIENA MAYAT, Third Defendant, and SIVANATHAN MAYAT, Fourth Defendant**

In pursuance of a judgment granted in the High Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, at 10h00 on Tuesday, 29 January 2002.

*Description:* "Portion 215 (of 87) of Erf 300, Chatsworth, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 305 (three hundred and five) square metres, held under Deed of Transfer No. T.35602/98.

*Physical address:* 298 Train Road, Crossmoor, Chatsworth.

*Zoning:* Special/Residential.

The property consists of a single-storey semi-detached block under asbestos roof comprising of: 1 x lounge, 1 x kitchen, 2 x bedrooms and 1 x shower/toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the Offices of the Sheriff of the High Court, Chatsworth, 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Durban this 18th day of December 2001.

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

Case No. 5974/2001

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

**In the matter between: BOE BANK LIMITED, trading as NBS, Plaintiff, and HAROON SHAIK, First Defendant, ASIAH BANV SHAIK, Second Defendant**

In pursuance of a judgment granted in the High Court of South Africa, Durban and Coast Local Division, under Writ of Execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance of the Magistrate's Court, Moss Street, Verulam, at 10h00 on Friday, 1 February 2002.

*Description:* "Erf 676, Foresthaven, Registration Division FU, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 219 (two hundred and nineteen) square metres; held under Deed of Transfer No. T50164/99.

*Physical address:* 5 Reedhaven Place, Foresthaven, Phoenix.

*Zoning:* Special Residential.

*Improvements:* The property consists of a double storey block under tile semi-detached dwelling comprising of: 1 x lounge: 1 x dining room: 1 x kitchen: 3 x bedrooms: 2 x bathrooms: 1 x shower: 2 x toilets: balcony and porch. *Other:* Steps, paving, hob, e.l.o, retaining walls.

Nothing in this regard is guaranteed.

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a Bank or Building Society Guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Inanda Area 1, 1st Floor, 12 Groom Street, Verulam.

Dated at Durban this 2nd day of January 2002.

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

Case No. 5140/2001

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

**In the matter between: BOE BANK LIMITED, trading as NBS, Plaintiff, and MARILYN PILLAY, Defendant**

In pursuance of a judgment granted in the High Court of South Africa, Durban and Coast Local Division, under Writ of Execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance of the Magistrate's Court, Moss Street, Verulam, at 10h00 on Friday, 1 February 2002.

*Description:* "Erf 708, Trenance Manor, Registration Division FU, in the Durban Entity, Province of KwaZulu-Natal, in extent 250 (two hundred and fifty) square metres; held under Deed of Transfer No. T469/98.

*Physical address:* 17 Mintmanor Gardens, Trenance Manor, Phoenix.

*Zoning:* Special Residential.

*Improvements:* The property consists of a single storey block under asbestos semi-detached dwelling comprising of: 1 x lounge / dining room (combined): 1 x kitchen: 2 x bedrooms: 1 x shower: 1 x toilet: Other: Paving.

Nothing in this regard is guaranteed.

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a Bank or Building Society Guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Inanda Area 1, 1st Floor, 12 Groom Street, Verulam.

Dated at Durban this 2nd day of January 2002.

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

Case No. 7394/2000

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

**In the matter between: BOE BANK LIMITED, trading as NBS, Plaintiff, and JEEVANANTHAN MOODLIAR, First Defendant, LINGANATHAN MOODLIAR, Second Defendant**

In pursuance of a judgment granted in the High Court of South Africa, Durban and Coast Local Division, under Writ of Execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth at 10h00 on Tuesday, 29 January 2002.

*Description:* "Portion 96 (of 1) of Erf 109, Chatsworth, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 409 (four hundred and nine) square metres; held under Deed of Transfer No. T12012/98".

*Physical address:* House 93, Road 703, Montford, Chatsworth.

*Zoning:* Special Residential.

*Improvements:* The property consists of a double storey semi-detached brick under asbestos roof comprising of: 1 x lounge: 1 x dining room: 1 x kitchen: 3 x bedrooms: 1 x bathroom: 1 x toilet: verandah and balcony.

*Outbuilding:* 2 x servants rooms with 1 x kitchen and 1 x toilet.

Nothing in this regard is guaranteed.

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a Bank or Building Society Guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

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

Dated at Durban this 18th day of December 2001.

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

Case No: 5118/2001

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

**In the matter between: B O E BANK LIMITED (formerly known as N B S BOLAND BANK LIMITED), Plaintiff, and JABULANI BHEKEKHAYA MSOMI, First Defendant, BONGIWE HILDAH MSOMI, Second Defendant**

In pursuance of a Judgment granted on the 11th of September 2001, in the High Court of South Africa (Durban and Coast Local Division), the following immovable property belonging to the Defendants, will be sold in execution on the 30th of January 2002 at 10.00 at Section "V" 1030, Block C, Room 4, Umlazi, to the highest bidder:

*Property description:* Site 587, Umlazi Y, Registration Division FT, situate in the Province of KwaZulu-Natal, in extent 216 (two hundred and sixteen) square metres, Held by Certificate of Right of Leasehold No TG 3174/1995 (KZ).

*Physical address:* Y 587 Umlazi Township, Umlazi.

*Improvements:* The property is a freestanding house with block walls under tile roof comprising of diningroom, 2 bedrooms, kitchen, bathroom, toilet (floors tiled).

Nothing is guaranteed in respect of the above.

*Zoning:* Special residential.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Umlazi at V1030, Room 4, Umlazi and at the offices of Thorpe & Hands Incorporated, Suite 2522, 320 West Street, Durban, during normal office hours.

Dated at Durban this 2nd day of January 2002.

Thorpe & Hands Inc., Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref: Mr K Walker/pi/08/N359/676.)

Case No: 110/2000

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

**In the matter between: B O E BANK LIMITED (formerly known as N B S BOLAND BANK LIMITED), Plaintiff, and DAYALAN RAJAH GOPAUL PILLAY, Defendant**

In pursuance of a Judgment granted on the 9th of May 2000, in the High Court of South Africa (Durban and Coast Local Division), the following immovable property belonging to the Defendants, will be sold in execution on the 31st of January 2002 at 12h00 at on the steps of the High Court, Masonic Grove, Durban, to the highest bidder:



*Property description:*

1. Erf 979, Durban North, Registration Division FU, situate in the Province of KwaZulu-Natal, in extent 185 (one hundred and eighty five) square metres.

2. Remainder of Portion 2 of Erf 958, Durban North, Registration Division FU, situate in the Province of KwaZulu-Natal, in extent 852 (eight hundred and fifty two) square metres.

Both held under Deed of Transfer No. T14811/1996 dated the 4 June 1996.

The properties shall not be transferred or mortgaged separately from one another as created in Deed of Transfer No T729/1948.

*Physical address:* 14 Holmpark Place, Durban North.

*Improvements:* 1 Brick under tile double storey main building consisting of:

*Downstairs:* 1 lock-up garage, 1 lounge, 2 dining-rooms, 1 prayer room, 1 semi-tiled fitted kitchen, 1 semi-tiled scullery and 1 semi-tiled guest toilet.

*Upstairs:* Wooden stairway, 3 bedrooms (1 en-suite, 2 with cupboards), 1 passage, 1 semi-tiled bathroom, 1 toilet and balcony.

1 Brick under tile attached apartment consisting of 1 semi-tiled fitted kitchen, 1 bedroom with cupboards, 1 semi-tiled bathroom with toilet.

1 Brick under tile servant's quarters consisting of 1 room, 1 laundry, 1 toilet with shower.

*Other improvements:* 1 car port, 1 swimming pool, precast wall in front and sides of property.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban North at 15 Milne Street, Durban and at the offices of Thorpe & Hands Incorporated, Suite 2522, 320 West Street, Durban, during normal office hours.

Dated at Durban this 3rd day of January 2002.

Thorpe & Hands Inc., Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref: Mr K Walker/pi/N359/519.)

**Case No: 11153/2001**

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

**In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and  
THEMBINKOSI BLESSING PHUNGULA, Defendant**

In pursuance of a Judgment granted in the above Honourable Court and a Warrant of Execution, the undermentioned property will be sold in execution on Friday, the 1st day of February 2002 at 09h30 in front of the Magistrate's Court, Ezakheni:

Unit A 1516, Ezakheni, in extent 300 square metres, situate in the Ladysmith/Emnambithi Transitional Local Council Area, Administrative District of Kwa-Zulu Natal, held under Title Deed No TG268/1978KZ.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed:

*Zoning:* Residential.

*Improvements:* Block under asbestos dwelling consisting of: 1 x lounge; 1 x kitchen; 1 x bathroom; 2 x bedrooms.

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

1. The property shall be sold by the Sheriff of Ladysmith on the 1st day of February 2002 at 09h30 at the Magistrate's Court, Ezakheni.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100,00 in value above the preceeding bid shall be accepted by the Sheriff.

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

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

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

Dated at Ladysmith on this 20th day of December 2001.

Attorney for Plaintiff, Maree & Pace Incorporated, 18 Hunter Road, Ladysmith, 3370. Our Ref: Mr Swanepoel/CKH322.

**Case No: 11472/2001**

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

**In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and  
BOY SELBY HLATSHWAYO, Defendant**

In pursuance of a Judgment granted in the above Honourable Court and a Warrant of Execution, the undermentioned property will be sold in execution on Friday, the 1st day of February 2002 at 09h00 in front of the Magistrate's Court, Ladysmith:

Unit E 1264, Ezakheni, in extent 518 square metres, situate in the Ladysmith/Emnambithi Transitional Local Council Area, Administrative District of Kwa-Zulu Natal, held under Title Deed No. G004295/89.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed:

*Zoning:* Residential.

*Improvements:* Block under corrugated iron dwelling consisting of: 1 x lounge; 1 x kitchen; 2 x bedrooms.

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

1. The property shall be sold by the Sheriff of Ladysmith on the 1st day of February 2002 at 09h00 at the Magistrate's Court, Ladysmith.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100,00 in value above the preceeding bid shall be accepted by the Sheriff.

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

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

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

Dated at Ladysmith on this 20th day of December 2001.

Attorney for Plaintiff, Maree & Pace Incorporated, 18 Hunter Road, Ladysmith, 3370. Our Ref: Mr Swanepoel/CKH324.

**Case No. 12354/96**

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

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and  
CASSIM MAHOMED VALODIA, Defendant**

In pursuance of a judgment granted on the 30th January 1997, in the above action under a writ of execution issued there-after, the immovable property listed hereunder shall be sold in execution to the highest bidder on the 29th January 2002 at 14h00 at the front entrance to the Magistrate's Court Building at Sontseu Road, Durban:

*Description:*

(1) A unit consisting of:-

(a) Section No 8 as shown and more fully described on Sectional Plan No. SS66/90, in the scheme known as Athena Gardens in respect of land and building or buildings situate at Durban, Local Authority Area of Durban of which the floor area, according to the said sectional plan is eighty six (86) 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 18910/94.

(ii) An exclusive use area described as GA 8 (Garden Area) measuring three hundred and ninety (390) square metres being as such part of the common property, comprising the land and the scheme known as Athena Gardens in respect of the land and building or buildings situate at Durban, Local Authority Area of Durban as shown and more fully described on the Sectional Plan SS66/90 Notarial Deed of Cession SK4429/94 (SK 4429/95).

*Postal address:* Flat 8, Athena Gardens, 32 Barvale Drive, Bakerville, Durban.

*Improvements:* Brick under tile dwelling consisting of: Lounge floor tiled, kitchen floor tiled, two bedrooms floors tiled, one bedroom floor tiled consisting of ensuite with toilet, wash basin and shower floor and wall tiled, one toilet with wash basin floor tiled, on bathroom with washbasin and bath floor tiled with wall partly tiled, burglar guards on all windows and gates on two entrance doors.

*Town planning zone:* Special Residential. *Special privileges:* Nil.

Nothing is guaranteed in the above respects.

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

2. (b) The property shall be sold "voetstoots" with no warranty whatsoever without reserve to the highest bidder.

(c) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court for the Auctioneer within twenty one (21) days after the sale to be approved by the Plaintiff's Attorneys.

(d) The purchaser shall be liable for the payment of interest at the rate of 18.00% per annum to the Execution Creditor on the respective amount of the awards in the plan of distribution from the date of sale to the date of transfer.

3. Transfer shall be effected by the Attorneys of the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and arrear rates, and other charges necessary to effect transfer on request by the said Attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban.

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

Jackson & Ameen, Plaintiff's Attorneys, Suite 15, 2nd Floor, Mangrove Beach Centre, 91 Sontseu Road, North Beach, Durban. (Ref. COLL/AA/PK/05N011695.)

## Case No. 6431/2001

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Execution Creditor, and GRACE NONHLANHLA DLAMINI, Execution Debtor**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 6 November 2001, 708 Unit D, Osizweni, Registration Division HT, in the Newcastle Transitional Council Area, Province of KwaZulu Natal, will be sold in execution on 6 February 2002, at 10:00 at the front entrance of the Newcastle Magistrate's Court, Newcastle:

The property is improved but nothing is guaranteed.

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

The conditions of sale are mainly the following:

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

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

Dated at Newcastle this 16 day of November 2001.

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

## Case No. 299/2000

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

**In the matter between THE COLLECTOR OF RATES FOR THE MARGATE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and TETRA PROPERTIES, CK97/47073/23, Defendant**

In pursuance of a judgment of a judgment of granted by the above Honourable Court on the 13th of March 2000 and a warrant of execution issued pursuant thereto, the undermentioned immovable property will be sold by public auction to the highest bidder by the Sheriff of the Magistrate's Court in front of the Magistrate's Court, Port Shepstone at 11h00 on the 8th day of February 2002, namely:

Erf 756, Ramsgate, Registration Division ET situated in the Hibiscus Coast Municipality Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 1504 square metres and situated in 756 Ronwil Road, Ramsgate.

*Improvements:* Dwelling under brick and tile with open plan lounge/kitchen, 1 bathroom, 1 main en suite, 2 bedrooms, 1 sunroom and wooden deck. Outbuilding under brick and asbestos with single garage, 1 servants room and servants toilet.

*Material conditions of sale:*

1.1 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of sale into the Trust account of the Sheriff of the Magistrate's Court.

1.2 The balance of the purchase price, shall be paid against transfer and be secured by a bank or building society guarantee, to be approved by Plaintiff Conveyancers and to be furnished to the Plaintiff's conveyancers within 10 (ten) days after the date of sale.

2. The purchaser shall pay auctioneer's charges on the day of sale and in addition, transfer dues, costs of transfer, and arrear rates, taxes and other charges up to the date of transfer necessary to effect transfer, upon request by the Conveyancers for the Plaintiff.

3. Each property may be taken possession of immediately after payment of the initial deposit, and shall after such deposit be at the risk and profit of the purchaser.

4. Each property is sold as represented by the Title Deeds and diagram, the Sheriff of the Magistrate's Court not holding himself liable for any deficiency that may be found to exist and renouncing all excess. The property is also sold subject to all servitudes and conditions specified in the Deed of Transfer.

Kent Robinson Du Plessis Inc., Attorneys for the Plaintiff, 3159 Boyes Lane, Margate; P O Box 205, Margate, 4275. (Tel. Mrs HOFFMAN - 039 3173196.) (Ref. R756.)

## Case No. 1452/2001

IN THE HIGH COURT OF SOUTH AFRICA  
(Natal Provincial Division)**In the matter between BOE BANK LIMITED (Registration No. 1951/000847/06), Plaintiff, and SANDILE REUBEN NDLOVU, First Defendant, and REGINA NDLOVU, Second Defendant**

In execution of a judgment of the High Court of South Africa, Natal Provincial Division, the following immovable property belonging to the abovenamed Defendant, will be sold in execution, on Friday, 1 February 2002 at 10h30 by the Sheriff of the High Court at 17 Drummond Street, Pietermaritzburg to the highest bidder, without reserve:

Portion 60 of Erf 601, Pietermaritzburg Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1765 square metres.

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

1. The property is situate at 26 Isabel Beardmore Drive, Epworth, Pietermaritzburg, KwaZulu/Natal.



2. The property is a single storey dwelling house under brick and tile comprising 3 bedrooms, 1 bathroom, 1 shower, 2 w.c.'s, lounge, diningroom, kitchen, laundry area, verandah and guest room, the floors being covered with parquet and novilon tiles as well as fitted carpets. Outbuildings comprise 1 garage, w.c and shower. Other improvements comprise a swimming pool, brick paving, patio and outside awning and a brick retaining wall.

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

Dated at Pietermaritzburg this 7th day of January 2002.

Dawsons, Plaintiff's Attorneys, 271 Prince Alfred Street, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/00.)

**Case No. 3396/2001**

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

**In the matter between BOE BANK LIMITED (Registration No. 1951/000847/06), Plaintiff, and  
THEMBA NICHOLAS MAKHATHINI, Defendant**

In execution of a judgment of the High Court of South Africa, Natal Provincial Division, the following immovable property belonging to the abovenamed Defendant, will be sold in execution, on Friday, 1 February 2002 at 10h30 by the Sheriff of the High Court at 17 Drummond Street, Pietermaritzburg, to the highest bidder, without reserve:

Site 665, Edendale N, Registration Division FT, in the Msunduzi Municipality Area, Province of KwaZulu-Natal in extent 483 square metres.

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

1. The property is situate at 665 Moalenhle Road, Imbali, Pietermaritzburg, KwaZulu/Natal.
2. The property is improved with a single storey dwelling house under block and corrugated iron comprising 5 bedrooms, 2 bathrooms, 2 w.c.'s, lounge, diningroom, study, kitchen and verandah, the interior floors being fitted with carpets and tiles. Outbuildings comprise 1 garage of a similar construction to the main building. The property is fully fenced with wire fencing.
3. The full conditions of sale may be inspected at the office of the Sheriff of the High Court, 17 Drummond Street, Pietermaritzburg.

Dated at Pietermaritzburg this 7th day of January 2002.

Dawsons, Plaintiff's Attorneys, 271 Prince Alfred Street, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/00.)

**Case No. 57/2001**

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

**In the matter between: BOE BANK LIMITED (Registration No.: 1951/000847/06), Plaintiff, and RAMROOP  
BRIJNARIAN, First Defendant, and NIRMALADEVI BRIJNARIAN, Second Defendant**

In execution of a judgment of the High Court of South Africa, Natal Provincial Division, the following immovable property belonging to the above-named Defendants, will be sold in execution on Friday 1 February 2002 at 10h30 by the Sheriff of the High Court at 17 Drummond Street, Pietermaritzburg to the highest bidder, without reserve:

Portion 218 (of 1) of the Farm Lot No. 1519, Registration Division FT, situated in the Pietermaritzburg-Msunduzi Transitional Local Council Area, in extent 673 square metres, held under Deed of Transfer T23162/2000.

*Improvements:*

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

1. The property is situated at 37 Bodmin Road, Allandale, Pietermaritzburg, KwaZulu-Natal.
2. The property is improved with a single storey dwelling house under brick and corrugated iron comprising 3 bedrooms, 1 1/2 bathrooms, 1 shower, 2 w.c's, lounge, dining-room and kitchen. Outbuildings comprise 2 servants rooms, and the property is fully fenced with concrete wall fencing.
3. The full Conditions of Sale may be inspected at the office of the Sheriff of the High Court, 17 Drummond Street, Pietermaritzburg.

Dated at Pietermaritzburg this 7th day of January 2002.

Dawsons, Plaintiff's Attorneys, 271 Prince Alfred Street, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/00.)

**Case No. 1778/01**

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

**In the matter between: THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and BARRY CLIVE EVERETT,  
1st Defendant, and GERALDINE BERNADETTE EVERETT, 2nd Defendant**

In pursuance of a Judgment of the High Court of South Africa, Natal Provincial Division, the following property belonging to the Defendants, will be sold in execution on the 30th January 2002 at 11:00 am in front of the Magistrate's Court, Church Street, Vryheid to the highest bidder:

*Property description:* The remainder of Erf 361, Vryheid, Registration Division HT, situated in the Vryheid Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 022 (one thousand and twenty-two) square metres, held under Deed of Transfer No. T5088/96.

*Physical address:* 6 Afrikaner Street, Vryheid, KwaZulu-Natal.

*Improvements:* The property has been improved by the construction of brick under corrugated iron roof dwelling comprising of an entrance hall, 2 living-rooms, 4 bedrooms, 1 bathroom, 1 toilet and 1 kitchen. Outbuildings comprise 2 garages, 1 servant's quarters, 1 toilet, 1 storeroom.

Nothing is guaranteed in respect of the above.

The full Conditions of Sale may be inspected at the Office of the Sheriff, 214 Hlobane Street, Vryheid and at the offices of Austen Smith, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 4th day of December 2001.

Goodrickes, Plaintiff's Attorneys, c/o Austen Smith, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, 3201; P O Box 37, Pietermaritzburg, 3200. [Tel. (033) 394-0786.] (Ref. LRM/32/G0283/01.)

**Case No. 4657/99**

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

**In the matter between: BOE BANK LIMITED, Plaintiff, and JOSHUA MARIAH, First Defendant, and  
THAMENDREE MARIAH, Second Defendant**

In pursuance of the judgment in the High Court dated 14th October 1999 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 29th January 2002 at 10h00 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder:

*Property description:* Portion 463 (of 3178) of Erf 102, Chatsworth, Registration Division FT, Province of KwaZulu-Natal in extent 186 (one hundred and eighty six) square metres.

*Physical address:* 43 Sandlewood Road, Westcliff, Chatsworth

*Improvements:* 1 semi-detached face brick under tile roof dwelling comprising of: 3 bedrooms (1 en-suite), 1 lounge, 1 diningroom, 1 kitchen (with built-in-cupboards & tiled floors), 1 combined toilet and bathroom with a verandah. *Outbuilding:* 1 garage, 1 room, 1 toilet and shower. the property has boundary walls together with a paved driveway.

*Zoning:* Residential area.

Nothing in the above is guaranteed.

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

Dated at Durban this the 19th day of December 2001.

R Maharaj and Company, Plaintiff's Attorneys, Suite 6, Daddy's Centre, 258 Pelican Drive, Bayview, Chatsworth. (Ref. SM4837/152/vm.)

**Case No. 6704/2001**

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

**In the matter between: BOE BANK LIMITED, Plaintiff, and THAVANDARAN MOONSAMY, First Defendant, and  
SODAWATHI MOONSAMY, Second Defendant**

In pursuance of the judgment in the High Court dated 19th November 2001 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 29th January 2002 at 10h00 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder:

*Property description:* Portion 10 (of 1) of Erf 110, Chatsworth, Registration Division FT, Province of KwaZulu-Natal in extent 231 (two hundred and thirty one) square metres.

*Physical address:* 253 Road 706, Montford, Chatsworth.

*Improvements:* 1 semi-detached detached double storey block under tile roof dwelling comprising of: 4 bedrooms, 1 open plan lounge and diningroom, 1 kitchen, 1 combined toilet and bathroom, 1 toilet, a verandah and a balcony.

*Zoning:* Residential area.

Nothing in the above is guaranteed.

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

Dated at Durban this the 4th day of January 2002.

R Maharaj and Company, Plaintiff's Attorneys, Suite 6, Daddy's Centre, 258 Pelican Drive, Bayview, Chatsworth. (Ref. SM 4837/425/vm.)

Case No. 4313/2000

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

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

In pursuance of the judgment in the High Court dated 12th June 2000 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 29th January 2002 at 10h00 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder:

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

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

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

*Zoning:* Residential area.

Nothing in the above is guaranteed.

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

Dated at Durban this the 20th day of December 2001.

R Maharaj and Company, Plaintiff's Attorneys, Suite 6, Daddy's Centre, 258 Pelican Drive, Bayview, Chatsworth. (Ref. SM4837/286/vm.)

Case No: 8267/1997

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

**In the matter between BOE BANK LIMITED (formerly known as NBS Bank Limited), Plaintiff, and GLORIA GOVINDSAMY, Defendant**

In pursuance of the judgment in the High Court dated 18th November 1997 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 29th January 2002 at 10h00 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder.

*Property description:* Portion 50 (of 1) of Erf 109, Chatsworth, Registration Division FT, Province of KwaZulu-Natal, in extent 255 (two hundred and fifty five) square metres.

*Physical address:* 78 Road 703, Montford, Chatsworth.

*Improvements:* 1 Semi-detached double storey face brick under tile roof dwelling comprising of: 3 bedrooms (1 en-suite), 1 lounge, 1 dining room, 1 kitchen (with built-in cupboards & tiled floors), 1 bathroom and 1 toilet. *Outbuilding:* 2 rooms, 1 kitchen, 1 combined toilet and bathroom. The property is fenced.

*Zoning:* Residential Area. Nothing in the above is guaranteed.

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

Dated at Durban this the 21st December 2001.

R Maharaj and Company, Plaintiff's Attorneys, Suite 6, Daddy's Centre, 258 Pelican Drive, Bayview, Chatsworth. (Ref: SM4837/427/vm.)

Case No: 3012/1998

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

**In the matter between BOE BANK LIMITED (formerly known as NBS Bank Limited), Plaintiff, and PATRICK DORASAMY RAJAH, First Defendant, and PRAKASHNI RAJAH, Second Defendant**

In pursuance of the judgment in the High Court dated 24th June 1998 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 29th January 2002 at 10h00 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder.

*Property description:* Portion 933 of Erf 85, Chatsworth, Registration Division FT, Province of KwaZulu-Natal, in extent 1 110 (one thousand one hundred and ten) square metres.



*Physical address:* 2 Dawnview Road, Silverglen, Chatsworth.

*Improvements:* 1 brick under tile roof dwelling comprising of 3 bedrooms (main with ensuite), 1 lounge, 1 diningroom, 1 kitchen, 1 bathroom, 1 toilet and a verandah. *Outbuilding:* 1 Garage, 1 room and a toilet. The property is fenced and the yard is paved.

*Zoning:* Residential Area. Nothing in the above is guaranteed.

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

Dated at Durban this the 20th of December 2001.

R Maharaj and Company, Plaintiff's Attorneys, Suite 6, Daddy's Centre, 258 Pelican Drive, Bayview, Chatsworth.  
(Ref: SM4837/93/vm.)

**Case No. 7248/1999**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and RONALD LENNOX RICHARDSON,  
1st Defendant, and TRACEY CATHRYN RICHARDSON, 2nd Defendant**

In pursuance of a judgment in the Court of the Magistrate of Ladysmith dated 30 August 1999, the undermentioned immovable property together with improvements thereon will be sold in execution on the 8 February 2002 at 09:00 at the front entrance of the Magistrate's Court, Keate Street, Ladysmith, to the highest bidder:

Erf 2840, Ladysmith (Extension 13), Registration Division GS, situate in the Ladysmith Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 422 (one thousand four hundred and twenty two) square metres.

*Street address:* 29 Karel Landman Street, Ladysmith.

*Zoning:* Residential.

*Improvements:* A three bedroom dwelling constructed from brick under an iron roof with four other rooms and one bathroom. None of the above improvements nor vacant possession is guaranteed.

*Material conditions:*

The material conditions of sale are as follows:

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

Dated at Newcastle on 08 January 2002.

Stuart Saville & Company Inc., Registration No. 93/00701/21, Plaintiff's Attorneys, 48 Paterson Street, PO Box 2960, Newcastle, 2940.

**Case No. 9566/99**

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between BOE BANK LIMITED t/a NBS, Plaintiff, and KURT ROBERT N.O., First Defendant, and  
RAWATHEE ROOPLAL, Second Defendant**

In pursuance of a judgment granted in the High Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the High Court, Masonic Grove, Durban at 12h00 on Thursday, 31 January 2002:

*Description:* A Unit consisting of:

(a) Section No. 2 as shown and more fully described on Sectional Plan No. SS031/99 in the scheme known as Sanroop Manor 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 213 (two hundred and thirteen) 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. ST2082/99;

*Physical address:* Unit No. 2, Sanroop Manor, 75 Donkin Road, Sea Cow Lake.

*Zoning:* Special/Residential.

The property consists of a duplex flat comprising of:- 1 x lounge/dining room (combined), 1 kitchen, 4 x bedrooms, 3 x bathrooms, 1 x shower, 4 x toilets, entrance hall, verandah and balcony. *Use of common property:* Garden, drying area and parking.

Nothing in this regard is guaranteed.

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

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 5th day of December 2001.

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

**Case No. 49/1999**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVIER HELD AT EZAKHENI

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and  
JO JOHANNES SHABANGU, Defendant**

In pursuance of a judgment granted in the above Honourable Court and a warrant of execution, the undermentioned property will be sold in execution, on Friday, the 1st day of February 2002 at 09h30, in front of the Magistrate's Court, Ezakheni:

Unit A 1204, Ezakheni, in extent 300 square metres, situate in the Ladysmith/Emnambithi Transitional Local Council Area, Administrative District of KwaZulu-Natal, held under Title Deed No TG193/1979KZ.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed:

*Zoning:* Special Residential 1.

*Improvements:* Brick under tile dwelling comprising of 1 x lounge, 1 x diningroom, 1 x kitchen, 4 x bedrooms, 1 x study, 1 x bathroom. *Outbuildings:* Garage, carport.

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

1. The property shall be sold by the Sheriff of Ladysmith on the 1st day of February 2002 at 09h30 at the Magistrate's Court, Ezakheni.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100,00 in value above the preceeding bid shall be accepted by the Sheriff.

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

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

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

Dated at Ladysmith on this 20th day of November 2001.

Maree & Pace Incorporated, Attorney for Plaintiff, 18 Hunter Road, Ladysmith, 3370. (Ref. Mr SWANEPOEL/CKH230.)

**Case No. 9727/99**

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

**In the matter between BOE BANK LIMITED (formerly known as NBS BOLAND BANK LTD), Plaintiff, and  
MOGANATHAN JOEY NADASEN, First Defendant, and SALOCHANNA NADASEN, Second Defendant**

In pursuance of a judgment granted on the 11th of November 1999, in the High Court of South Africa (Durban and Coast Local Division), the following immovable property belonging to the Defendants, will be sold in execution on the 31st of January 2002 at 12h00 on the steps of the High Court, Masonic Grove, Durban, to the highest bidder:

*Property description:* Portion 38 of Erf 306, Springfield, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 797 (seven hundred and ninety seven) square metres, held under Deed of Transfer Number T10454/84 dated the 30 April 1984.

*Physical address:* 13 Protea Road, Asherville, Durban.

*Improvements:* The property is a brick/tile house comprising of 1 kitchen (partly units) - floor mat, 4 bedrooms, 2 rooms en-suite - floor mats - small balcony steel railing, 1 lounge, 1 diningroom - floor carpet, 1 toilet/bath with tub/wash basin - floor cement, 1 toilet - floor cement.

*Granny cottage:* brick/tile roof comprising of 1 kitchen with built-in units - floor tiled, 1 lounge - floor swiss parquet, 1 bedroom - floor with swiss parquet, 1 toilet/bath with tub/wash basin - floor tiled, 1 double door garage - floor cemented. Open verandah - floor cemented. Yard brick wall/steel gate driveway - concreted.

Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban North at 15 Milne Street, Durban and at the offices of Thorpe & Hands Incorporated, Suite 2522, 320 West Street, Durban, during normal office hours.

Dated at Durban this 27th day of November 2001.

Thorpe & Hands, Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref. Mr K WALKER/ic/N359/489.)

**Case No. 3350/2001**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and NTOMBENINGI IGNIATIA GAMA, Defendant**

In pursuance of a judgment granted in the above Honourable Court on 17th September 2001 and a warrant of execution, the undermentioned property will be sold in execution on the 1st day of February 2002 at 09h30 in front of the Magistrate's Court, Ezakheni:

Unit D 2114, Ezakheni, Registration Division GS, situate in the Ladysmith/Emnambithi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 200 square metres held under Deed of Transfer No. TG6178/1995KZ.

The following information is furnished regarding the improvements though in this respect nothing is guaranteed: *Zoning:* Residential.

*Improvements* (the accuracy hereof is not guaranteed): Concrete block under iron dwelling consisting of 1 x lounge, 1 x kitchen, 1 x bathroom, 3 x bedrooms.

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

1. The property shall be sold by the Sheriff of Ladysmith on the 1st day of February 2002 at 09h30 at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100,00 in value above the proceeding bid shall be accepted by the Sheriff.
3. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased "voetstoots".
5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's Attorneys, or the Sheriff of Ladysmith.

Dated at Ladysmith on this 27th day of November 2001.

Maree & Pace Incorporated, Attorney for Plaintiff, 18 Hunter Road, Ladysmith, 3370. (Ref. Mr SWANEPOEL/CAB014.)

**Case No. 326/2001**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and N NOWRUNGSAH, 1st Defendant, and S NOWRUNGSAH, 2nd Defendant**

The following property will be sold in execution to the highest bidder on Thursday, 31 January 2002 at 12h00 on the steps of the High Court, Masonic Grove, Durban, KwaZulu-Natal, namely:

*Certain:* Portion 1 of Erf 4462, Reservoir Hills, situate in Durban Metropolitan Unicity Municipality Area, Province of KwaZulu-Natal, in extent one thousand five hundred and twenty four (1 524) square metres, held under Title Deed No. T25055/91.

The property is improved, without anything warranted by: Dwelling under brick & asbestos consisting of 2 bedrooms, lounge, kitchen, bathroom, separate toilet, flatlet consisting of kitchen, 1 bedroom, shower and separate toilet.

Physical address is 124 Spencer Road, Clare Estate, Reservoir Hills, KwaZulu-Natal.

The material terms are 10% deposit, balance payable on transfer, guarantee within 21 days of sale. The full conditions can be inspected at the offices of the Sheriff, High Court, 15 Milne Street, Durban.

E. T. Kitching, Geyser, Liebertrau, Du Toit & Louw, 7 Greathead Lane, Pinetown. (Tel. 7020331.) (Ref. ATK/BC/T1050.)



Case No. 263/2001

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

**In the matter between FIRST NATIONAL BANK (ULUNDI), Plaintiff, and Mrs J D MTHEMBU, Defendant**

In pursuance of a judgment granted on the 18th April 2001 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on the 29th day of January 2002 at 10h00 at the Magistrate's Court, Melmoth:

1. (a) *Deeds office description*: Site No. 1632, Ulundi – D, Registration Division GU, in the Ulundi Municipal Area, Province of KwaZulu-Natal, in extent 450 (four hundred and fifty) square metres.

(b) *Street address*: D1632, Zimazane Street, Ulundi.

(c) *Improvements* (not warranted to be correct): A single storey brick under tile roof dwelling consisting of a lounge, kitchen, three bedrooms, one bathroom, one toilet and a small courtyard.

(d) *Zoning/special privileges or exemptions* (not warranted to be correct): Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, c/o Town Centre Motors, 12 Reinhold Street, Melmoth.

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

Dated at Empangeni this 11th day of December 2001.

Schreiber Smith Attorneys, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/ha/09/F9055/01.)

Case No. 7550/00

## MAGISTRATE'S COURT, NEWCASTLE

**NEWCASTLE LOCAL COUNCIL, Plaintiff, and LLOYD NJENGENDODA NKOSI, Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 8th November 2001 the undermentioned property will be sold in execution on 6th February 2002 at 10:00 at the front room of the Magistrate's Court, Newcastle, namely:

Unit 9333, Madadeni A.

The property is an improved commercial site, but nothing is guaranteed.

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

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

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

Dated at Newcastle on this 10th day of December 2001.

P. G. Steyn, De Jager Steyn Maritz Inc., Attorneys for Plaintiff, 4th Floor, DSM Building, 42 Scott Street, Newcastle.

Case No. 2266/01

## MAGISTRATE'S COURT, NEWCASTLE

**ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and BHEKUYISE ALFRED LAHLANE, Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 22nd October 2001, the undermentioned property will be sold in execution on 6th February 2002 at 10:00 at the front room of the Magistrate's Court, Newcastle, to the highest bidder for cash, namely:

*A certain*: Unit 705 D Osizweni.

The property is improved, but nothing is guaranteed.

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

1. The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

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

Dated at Newcastle on this 10th day of December 2001.

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

**Case No. 4442/00****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE****In the matter between NEWCASTLE LOCAL COUNCIL, Plaintiff, and M. B. DLADLA, Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 5 November 2001, the undermentioned property will be sold in execution on 6 February 2002 at 10:00, at the front room of the Magistrate's Court, Newcastle, namely:

Unit 5184, Osizweni A.

The property is an improved commercial site, but nothing is guaranteed.

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

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

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

Dated at Newcastle on this 10th day of December 2001.

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

**Case No. 4437/00****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE****In the matter between NEWCASTLE LOCAL COUNCIL, Plaintiff, and SEBENZILE ERRITTA ZULU, Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 5 November 2001, the undermentioned property will be sold in execution on 6 February 2002 at 10:00, at the front room of the Magistrate's Court, Newcastle, namely:

Unit 7277, Osizweni A.

The property is an improved commercial site, but nothing is guaranteed.

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

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

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

Dated at Newcastle on this 10th day of December 2001.

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

**Case No. 1343/01****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE****In the matter between NEWCASTLE LOCAL COUNCIL, Plaintiff, and A. K. DUBE, Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 16 October 2001, the undermentioned property will be sold in execution on 6 February 2002 at 10:00, at the front room of the Magistrate's Court, Newcastle, namely:

Unit 2788, Osizweni A.

The property is an improved commercial site, but nothing is guaranteed.

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

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

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

Dated at Newcastle on this 10th day of December 2001.

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

Case No. 1337/01

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

**In the matter between NEWCASTLE LOCAL COUNCIL, Plaintiff, and  
EXECUTOR ESTATE LATE Z. A. G. GAMBUSHE, Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 16 October 2001, the undermentioned property will be sold in execution on 6 February 2002 at 10:00, at the front room of the Magistrate's Court, Newcastle, namely:

Unit 1266, Osizweni C.

The property is an improved commercial site, but nothing is guaranteed.

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

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

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

Dated at Newcastle on this 10th day of December 2001.

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

Case No. 1387/01

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

**In the matter between NEWCASTLE LOCAL COUNCIL, Plaintiff, and VUSI MOSES THUSI, Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 8 November 2001, the undermentioned property will be sold in execution on 6 February 2002 at 10:00, at the front room of the Magistrate's Court, Newcastle, namely:

Unit 1849, Osizweni C.

The property is an improved commercial site, but nothing is guaranteed.

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

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

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

Dated at Newcastle on this 10th day of December 2001.

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

Case No. 4138/00

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

**In the matter between NEWCASTLE LOCAL COUNCIL, Plaintiff, and S. Z. NKOSI, First Defendant, and  
N. W. NKOSI, Second Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 24 August 2001, the undermentioned property will be sold in execution on 6 February 2002 at 10:00, at the front room of the Magistrate's Court, Newcastle, namely:

Unit 9318, Madadeni E.

The property is an improved commercial site, but nothing is guaranteed.

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

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

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

Dated at Newcastle on this 10th day of December 2001.

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



## Case No. 7459/00

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

**In the matter between NEWCASTLE LOCAL COUNCIL, Plaintiff, and SIBUSISIWE ROSE NENE, Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 7 July 2001, the undermentioned property will be sold in execution on 6 February 2002 at 10:00, at the front room of the Magistrate's Court, Newcastle, namely:

Unit 9344, Madadeni A.

The property is an improved commercial site, but nothing is guaranteed.

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

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

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

Dated at Newcastle on this 10th day of December 2001.

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

## Case No. 5675/01

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

**In the matter between NEWCASTLE LOCAL COUNCIL, Plaintiff, and S. G. MSANE, Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 5 November 2001, the undermentioned property will be sold in execution on 6 February 2002 at 10:00, at the front room of the Magistrate's Court, Newcastle, namely:

Erf 14385, Newcastle.

Physical address: 9 Hazy Street, Newcastle.

The property is improved, but nothing is guaranteed.

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

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

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

Dated at Newcastle on this 10th day of December 2001.

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

## Case No. 1347/01

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

**In the matter between: NEWCASTLE LOCAL COUNCIL, Plaintiff, and  
MZWAKHE TAMSANQA DLADLA, Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 16 October 2001, the undermentioned property will be sold in execution on 6 February 2002 at 10:00 at the front room of the Magistrate's Court, Newcastle, namely:

Unit 5383, Osizweni A.

The property is an improved commercial site, but nothing is guaranteed.

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

The conditions are mainly the following:

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

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

Dated at Newcastle on this 10th day of December 2001.

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

Case No. 5626/01

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

**In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and  
BOY ROBERT BUTHELEZI, Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 8 November 2001 the undermentioned property will be sold in execution on 6 February 2002 at 10:00 at the front room of the Magistrate's Court, Newcastle, to the highest bidder for cash, namely:

*A certain:* Unit A 9801, Ward 19, Madadeni.

The property is improved, but nothing is guaranteed.

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

The conditions are mainly the following:

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

Dated at Newcastle on this 10th day of December 2001.

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

Case No. 3703/01

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

**In the matter between NEWCASTLE LOCAL COUNCIL, Plaintiff, and D. S. ZULU, Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 5 November 2001 the undermentioned property will be sold in execution on 6 February 2002 at 10:00 at the front room of the Magistrate's Court, Newcastle, namely:

Erf 6728, Newcastle.

*Physical address:* 118 Drakensberg Drive, Newcastle.

The property is improved, but nothing is guaranteed.

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

The conditions are mainly the following:

1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the Execution Creditor or its attorneys.
2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 18% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen days after the date of sale.

Dated at Newcastle on this 10th day of December 2001.

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

Case No. 3650/01

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

**In the matter between: NEWCASTLE LOCAL COUNCIL, Plaintiff, and L P ZULU, Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 5 November 2001, the undermentioned property will be sold in execution on 6 February 2002 at 10:00 at the front room of the Magistrate's Court, Newcastle, namely:

Erf 6192, Newcastle.

*Physical address:* 38 Kliprivier Street, Newcastle.

The property is improved, but nothing is guaranteed.

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

The conditions are mainly the following:

1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the Execution Creditor or its attorneys.
2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 18% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen days after the date of sale.

Dated at Newcastle on this 10th day of December 2001.

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

**Case No. 3433/01****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE****In the matter between NEWCASTLE LOCAL COUNCIL, Plaintiff, and P. C. KORB, 1st Defendant,  
S. J. KORB, 2nd Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 30 July 2001 the undermentioned property will be sold in execution on 6 February 2002 at 10:00 at the front room of the Magistrate's Court, Newcastle, namely:

Erf 3403, Newcastle.

*Physical address:* 7 Kiepersol Street, Newcastle.

The property is improved, but nothing is guaranteed.

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

The conditions are mainly the following:

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

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

Dated at Newcastle on this 10th day of December 2001.

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

**Case No. 3384/01****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE****In the matter between NEWCASTLE LOCAL COUNCIL, Plaintiff, and D. SITHEBE, Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 5 November 2001 the undermentioned property will be sold in execution on 6 February 2002 at 10:00 at the front room of the Magistrate's Court, Newcastle, namely:

Portion 5 of Erf 898, Newcastle.

*Physical address:* 2C Azelia Street, Newcastle.

The property is improved, but nothing is guaranteed.

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

The conditions are mainly the following:

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

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

Dated at Newcastle on this 10th day of December 2001.

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

**Case No. 7162/99****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE****In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and  
M E MDABANE, Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 11 October 2001 the undermentioned property will be sold in execution on 6 February 2002 at 10:00 at the front room of the Magistrate's Court, Newcastle, to the highest bidder for cash, namely:

A certain: Unit B 1906, Madadeni.

The property is improved, but nothing is guaranteed.

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

The conditions are mainly the following:

1. The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

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

Dated at Newcastle on this 10th day of December 2001.

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



Case No. 5930/01

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Execution Creditor, and  
BHEKOKWAKHE HEZRON NKOSI, Execution Debtor**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 3 November 2001, Unit No. 721, Unit D, Osizweni, Registration Division HT, in the Newcastle Transitional Council Area, Province of KwaZulu Natal, will be sold in execution on 6 February 2002 at 10:00 at the front entrance of the Newcastle Magistrate's Court, Newcastle.

The property is improved, but nothing is guaranteed.

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

The conditions are mainly the following:

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

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

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

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

Case No. 6240/01

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

**In the matter between NBS BANK LIMITED, Execution Creditor, and  
MDUBANE KENNETH MTSHALI, Execution Debtor**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 1 November 2001, 14 Star Crescent Newcastle, situate in the Newcastle Transitional Local Council Area, Administrative District of Newcastle, Province of KwaZulu-Natal, measuring 1 925 square metres, will be sold in execution on 6 February 2002 at 10:00 at the Magistrate's Court, Newcastle.

The property is improved, but nothing is guaranteed.

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

The conditions are mainly the following:

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

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

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

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

Case No. 5408/96

## IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between SYFRETS BANK LIMITED, Plaintiff, and HEARTY INVESTMENTS CC,  
First Defendant, and MAPCRETE CONCRETE PRODUCTS CC, Second Defendant**

In pursuance of a judgment in the High Court of South Africa (Durban and Coast Local Division) dated 28 October 1996, and a writ of execution issued thereafter, the immovable properties listed hereunder will be sold in execution on Thursday, 31 January 2002, at 12h00, on the steps of the High Court, Masonic Grove, Durban, to the highest bidder:

*Property description:*

1. Portion 10 of Erf 161, Zeekoe Vallei, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent one thousand one hundred and fifty (1 150) square metres.

2. Portion 11 of Erf 161, Zeekoe Vallei, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent one thousand one hundred and sixty nine (1 169) square metres.

*Improvements:* A precast concrete product making yard improved with a block under tile building comprising reception area, three offices, toilet, changeroom and ablutions. The yard is fully fenced with a precast concrete wall.

*Street address:* 241/245 Peter Road, Sea Cow Lake, Durban.

*Town planning zoning:* Industrial.

Nothing is guaranteed in the above respects.

**Material conditions:**

1. The sale shall be subject to the terms and conditions of the High Court Act and the rules made thereunder.
2. 10% of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within fourteen days after the date of sale.
4. The purchaser shall be liable for payment of interest at the rate of 18% per annum on the purchase price to the Plaintiff from the date of sale to the date of registration of transfer.
5. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, levies, sewerage connection fees (if any) taxes and other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban North, and at the offices of the Execution Creditor's Attorneys.
7. Prospective purchasers are advised to inspect the property prior to the sale.

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

Cox Yeats, Execution Creditor's Attorneys, 13th Floor, Victoria Main, 71 Victoria Embankment, Durban. (Ref: M Jackson/17S517114.)

Case No: 7020/01

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

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

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 6 December 2000, Unit D163, Osizweni, Registration Division HT, in the Newcastle Transitional Council Area, Province of KwaZulu-Natal, will be sold in execution on 6 February 2002 at 10:00 at the front entrance of the Newcastle Magistrate's Court, Newcastle.

The property is improved but nothing is guaranteed.

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

The conditions are mainly the following:

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

Dated at Newcastle this 15 day of November 2001.

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

Case Number: 4789/2001

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

**In the matter between: SAAMBOU BANK LIMITED, Plaintiff, and Z HARBER PROPERTIES (PTY) LTD, Defendant**

In terms of a judgment of the above Honourable Court dated the 27 August 2001, a sale in execution will be held on 31 January 2002 at 12h00 on the steps of the High Court, Masonic Grove, Durban, to the highest bidder without reserve:

Portion 9 (of 2) of Erf 851, Duikerfontein, Registration Division FU, situate in the Durban Metropolitan Uicity Municipality, Province of KwaZulu-Natal, in extent 2 411 (two thousand four hundred and eleven) square metres, held by Deed of Transfer No. T7002/1976.

**Physical address:** 660 North Coast Road, Greenwood Park, Durban.

**Zoning:** Commercial.

**Improvements:** The following information is furnished but not guaranteed: A dwelling comprising of hall, 2 lounges, diningroom, 2 lounge/diningrooms, kitchen, 19 bedrooms, family room, 8 full bathrooms, 12 toilets, 6 garages, 3 storerooms (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

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

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

Dated at Durban this 11th day of December 2001.

D H Botha, for Strauss Daly Inc, Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street. (Ref.: Mr Botha/S0026/622/MM.)

**Case Number: 5761/2001**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and MANDLA ENOS ZONDI, First Defendant, and MANDLE INVESTMENTS CC (NO: CK98/31383/23), Second Defendant**

In terms of a judgment of the above Honourable Court dated the 29 October 2001, a sale in execution will be held on 31 January 2002 at 12h00 on the steps of the High Court, Masonic Grove, Durban, to the highest bidder without reserve:

A unit consisting of:

1. Section No. 70, as shown and more fully described on Sectional Plan No. SS587/1997, in the scheme known as the Riverside Hotel Durban North, in respect of the land and building or buildings situated at Durban, Province of KwaZulu-Natal, of which section the floor area according to the sectional plan is 26 (twenty six) square metres in extent;

2. 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. ST12431/1998.

*Physical address:* Flat 303, Riverside Hotel, Durban.

*Zoning:* General Residential.

*Improvements:* The following information is furnished but not guaranteed: A flat consisting of 1 bedroom, kitchen, bathroom/toilet. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

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

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

Dated at Durban this 14th day of December 2001.

D H Botha, for Strauss Daly Inc, Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street. (Ref.: Mr Botha/N0183/1030/MM.)

**Case No: 5526/2001**

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

**BOE BANK LIMITED vs RAJLALL MUNGROO and SAMAI MUNGROO**

The following property will be sold voetstoots in execution at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on 29th January 2002 at 10h00.

Portion 1687 (of 1553) of Erf 107, Chatsworth, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 232 square metres.

*Postal address:* House 30, Road 729, Montford, Chatsworth.

*Improvements:* 1 semi-detached double storey block under asbestos roof dwelling comprising of 3 bedrooms, 1 lounge, 1 kitchen, 1 toilet and 1 bathroom.

*Material terms:* 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriff's Offices, 7 Highway Place, Moberi Heights, Chatsworth, or Meumann White.

Dated at Berea this 13 Desember 2001.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefield House, 150 Essenwood Road, Berea. (Ref.: MCD/VDG/LG/078984.)



Case No. 8687/99

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CRAIG WILLIAM STOCKDALE, First Defendant, and  
LYNETTE DOREEN STOCKDALE, Second Defendant**

The following property will be sold in execution on 31 January 2002, by the Sheriff of the High Court, Durban North, at 12h00, on the steps of the High Court, Masonic Grove, Durban, to the highest bidder:

The property is described as:

A unit consisting of:

(a) Section No. 2, as shown and more fully described on Sectional Plan No. SS88/1980, in the scheme known as Belsol, in respect of the land and building or buildings situate at Durban, Durban Entity, of which section the floor area, according to the said sectional plan is two hundred and eighty-five (285) 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. ST1989/98.

*Physical address:* Flat 99A, Belsol, 99A Vause Road, Musgrave, Durban.

*Improvements:* Brick under tile unit consisting of: 3 bedrooms, 2 bathrooms, 1 kitchen, 1 dining-room, 1 lounge, garage, servants' quarters and undercover parking.

*Zoning:* Special Residential (nothing guaranteed).

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

Dated at Durban this 12th day of December 2001.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, cnr. Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost/CG/46N088 946.)

Case No. 4026/2001

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

**In the matter between uMHLATHUZE MUNICIPALITY, Plaintiff, and KIM DOUGLAS OWEN, Defendant**

In pursuance of a judgment granted on the 21st day of June 2001, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on the 5th day of February 2002 at 11h00 a.m., in front of the Magistrate's Court Building, Empangeni:

1. (a) *Deeds office description:* Erf 38 (Ext. 12), Richards Bay, situate in the uMhlathuze Municipality Area, Administrative District of Natal, Province of KwaZulu-Natal, measuring in extent 2 044 (two thousand and forty-four) square metres.

(b) *Street address:* 12 Crayfish Creek, Meerensee, Richards Bay.

(c) *Improvements* (not warranted to be correct): A brick dwelling with a galvanised iron roof consisting of four bedrooms, two bathrooms, one lounge, one dining-room, one kitchen, one garage and one servants' quarters with shower.

(d) *Zoning/special privileges or exemptions* (not warranted to be correct): Special Residential Zoning, no special privileges or exemptions.

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

3. The sale shall be by public auction in terms of Section 66(2) of the Magistrate's Court Act.

4. The Defendant is invited to approach the Plaintiff before the date of sale regarding arrangements for payment of the outstanding debt.

Dated at Richards Bay on this 20th day of December 2001.

Truter James De Ridder Inc. (Judgment Creditor's Attorneys), Suite 9, Bateleur Park, Krugerrand, CBD, Richards Bay, c/o Truter James De Ridder Inc., 1 Lincoln's Inn, 7 Maxwell Street, Empangeni. (Ref. Colls/KJ/04/R899/334.)

Case No. 2265/2001

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

**In the matter between ESKOM FINANCE COMPANY LIMITED, Execution Creditor, and  
MBUTHENI SIMON KHUMALO, Execution Debtor**

Take notice that in execution of a judgment by default in the above Court, a sale in execution, will be held by the Sheriff of the High Court, Ladysmith, in front of the Magistrate's Court, Ezakheni, on Friday, 1 February 2002 at 09h30, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Ownership Unit No. E2468, Ezakheni E, Registration Division GS, in the Ladysmith Transitional Local Council Area, Province of KwaZulu-Natal, in extent 438 square metres, held by the Defendant under Deed of Grant No. G.10665.87.

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

1. The property's physical address is: 2468 Section E, Ezakheni, Ladysmith.
2. The improvements consist of: A single-storey freestanding dwelling constructed of brick under corrugated iron and consisting of 2 bedrooms, lounge, dining-room, bathroom and toilet. The property has brick fencing.
3. The town planning zoning of the property is: Special Residential.

The full conditions of sale may be inspected at the Office of the Sheriff of the High Court, Ladysmith, at 5 Poort Road, Ladysmith, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on the 10th day of December 2001.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorney, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26E0086/01.)

**Case No. 6428/2001**

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

**In the matter between FIRST RAND BANK LIMITED, formerly known as FIRST NATIONAL BANK,  
Execution Creditor, and JUN-DER HUANG, Execution Debtor**

In pursuance of a judgment of the above court dated 31 October 2001 and a warrant of execution, Lot 12109, Newcastle (Extension no. 66), situate in the borough of Newcastle, Administrative District of Natal, in extent 1 500 (one thousand five hundred) square metres will be sold in execution on 27 February 2002 at 10.00 in front of the Magistrate's Court, Newcastle to the highest bidder:

The property is constructed of brick under tile roof, consisting of an entrance hall, lounge, dining room, family room, study, kitchen, scullery, 4 bedrooms (one bedroom - basin/toilet, one bedroom - toilet/basin/shower, one bedroom - basin/toilet/bath, one bedroom - 2 basin/bath/toilet), floor covering - carpets, tiles and parquet. The outbuilding consist of a double garage, security gates.

The purchase price shall be paid as to 20% thereof in cash on the date of sale, the balance to be paid against registration of transfer, such balance to be secured by lodging with the Sheriff of the Court, Newcastle within three (3) weeks from date of sale, a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the court, Newcastle.

Dated at Newcastle this the 27th day of November 2001.

G Steinhobell, Attorney for Execution Creditor, Du Toit-Steinhobell-Van Rensburg Incorporated, 46 Voortrekker Street; P O Box 36, Newcastle, 2940. (Tel. 03431 27234.) (Fax 03431 26226.)

**Case No. 2805/2001**

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Execution Creditor, and THEUNIS JOHANNES  
PIETER NIEUWOUDT, 1st Execution Debtor, and IRENE NIEUWOUDT, 2nd Execution Debtor**

Take notice that in execution of a judgment by default in the above court, a sale in execution, will be held by the Sheriff of the High Court, Newcastle, at the front of the Magistrate's Court, Murchison Street, Newcastle, on Friday, 1 February 2002 at 11h00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Erf 11814, Newcastle (Extension No. 58), Registration Division HS, in the Newcastle Transitional Local Council Area, Province of KwaZulu-Natal, in extent 938 (nine hundred and thirty eight) square metres, held by the Defendant under Deed of Transfer No. T61449/2000.

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

1. The property's physical address is: 7 McIntosh Avenue, Pioneer Park, Newcastle.
2. The improvements consist of: A single storey freestanding dwelling constructed of brick under IBR corrugated iron and consisting of a lounge, dining room, 3 bedrooms, entrance hall, laundry, kitchen, bathroom, shower and toilet, with an attached outbuilding of similar construction consisting of a bedroom and toilet. The property is fenced with wire mesh (2 sides) and precast concrete (2 sides).
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, Newcastle, at 68 Sutherland Street, Newcastle, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on 10th December 2001.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorney, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26N0488/01.)

Case No. 1226/2000

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

**In the matter between: BOE BANK LIMITED, Plaintiff, and ELECTROPROPS 151 (PTY) LIMITED, First Defendant, and GOOLAM MAHOMED AHMED ASMAL, Second Defendant**

In pursuance of a Judgment in the Supreme Court dated 27 March 2000 and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on the 6th day of February 2002 at 10h00 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder without reserve:

*Property description:* Erf 2408, Pinetown, Registration Division FT, in the Inner West Local Council Area, Province of KwaZulu-Natal, in extent 1 619 square metres, held under Deed of Transfer No. T21889/1997.

*Postal address:* 19 Hill Street, Pinetown, KwaZulu-Natal.

*Improvements:* Mainly single storey part double storey brick under tile building - bisected along its length by an arcade with shops on either side / communal toilet facilities.

*Zoning* (the accuracy hereof is not guaranteed): Commercial.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The full Conditions of Sale may be inspected at the offices of the Sheriff, No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 7th day of January 2002.

Shepstone & Wylie, Execution Creditor's Attorneys, 37 Aliwal Street, Durban. (Ref. AFD/mn/BOEB1.90.)

Case No. 1396/99

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

**In the matter between: NEDCOR INVESTMENT BANK LIMITED, Plaintiff, and MUTHAL'IB KHAN N.O., 1st Defendant, and ABDOL HADI WAHAB N.O., 2nd Defendant, and FAROUK ISMAIL N.O., 3rd Defendant, and MUTHAL'IB KHAN, 4th Defendant, and ACCIDENT REPAIR & SPRAY CENTRE, 5th Defendant, and JANINE'S PAYLOADER SERVICES CC, 6th Defendant**

1. In the execution of the judgment of the High Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff, Durban South, 296 Jan Smuts Highway, Mayville, Durban at 10h00 on 7 February 2002 on the conditions read out by the auctioneer, which conditions may be inspected at the offices of the Sheriff Durban South, 101 Lejaton, 40 Saint Georges Street, Durban [(031) 301-0091] during office hours, prior to the sale of the undermentioned property which is situated at:

1. Remainder of Sub 53 of Lot 235, Wentworth, situated in the City of Durban, Administrative District of Natal, in extent 875 (eight hundred and seventy-five) square metres;
2. Remainder of Sub 54 of Lot 235 Wentworth, situated in the City of Durban, Administrative District of Natal, in extent 877 (eight hundred and seventy-seven) square metres;
3. Sub 321 (of 55) of Lot 235 Wentworth, situated in the City of Durban, Administrative District of Natal, in extent 294 (two hundred and ninety-four) square metres, all held under T13306/1994.

*Street address:* 87 Hime Lane, Jacobs, Durban and consists of (not guaranteed).

*Zoning:* Commercial.

Double storey office block of brick under asbestos roof. *Downstairs:* 1 reception area, 2 offices, 2 toilets. *Upstairs:* 1 boardroom, 1 office, 1 prayer room. Workshop of brick under tin roof with 1 change room, 2 toilets, 1 kitchen, 2 storerooms, also 2 change rooms in workshop with showers and toilet.

**2. Terms:**

2.1 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at 15.25% payable against registration of transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7000 (seven thousand rand);

2.2.2 minimum charges R300 (three hundred rand).

Dated at Durban on this the 7th day of January 2001.

Harrisons, [Tel. (011) 614-8560.] (Ref. Mr Harrison/n105.) Plaintiff's Attorneys, c/o Andrew Peens & Associates, 750 Mansion House, 12 Field Street, Durban; P O Box 146321, Brackengardens, 1452. [Tel. (031) 307-1273.] (Ref. Mr Peens.)



Case No. 1396/99

## IN THE HIGH COURT OF SOUTH AFRICA

(Durban &amp; Coast Local Division)

**In the matter between: NEDCOR INVESTMENT BANK LIMITED, Plaintiff, and MUTHAL'IB KHAN N.O., 2st Defendant, and ABDOL HADI WAHAB N.O., 2nd Defendant, and FAROUK ISMAIL N.O., 3rd Defendant, and MUTHAL'IB KHAN, 4th Defendant, and ACCIDENT REPAIR & SPRAY CENTRE, 5th Defendant, and JANINE'S PAYLOADER SERVICES CC, 6th Defendant**

1. In the execution of the judgment of the High Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff, Durban South, 296 Jan Smuts Highway, Mayville, Durban at 10h00 on 7 February 2002 on the conditions read out by the auctioneer, which conditions may be inspected at the offices of the Sheriff Durban South, 101 Lejaton, 40 Saint Georges Street, Durban [(031) 301-0091] during office hours, prior to the sale of the undermentioned property which is situated at:

Remainder of Sub 6 of Lot 1449, Wentworth, situated in the City of Durban, Administrative District of Natal, in extent one thousand one hundred and fifty-two (1 152) square metres, held by Deed of Transfer No. T3553/91.

**Street address:** 64 Hove Avenue, Bluff and consists of (not guaranteed): A single storey brick house under tile roof; (split level): Double garage separate from house: 4 bedrooms: 1 bedroom with en suite bathroom consisting of bath basin shower and toilet: 2 toilets (floor tiled): 3 bathrooms consisting of bath and basin (floor tiled): 2 lounges (floor carpeted and tiled): Dining-room (tiled): air conditioned: kitchen fitted with cupboards (floor tiled): servants quarters attached to garage: toilet: the property is fully fenced: other swimming-pool and store room.

2. **Terms:**

2.1 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at 15.25% payable against registration of transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7000 (seven thousand rand);

2.2.2 minimum charges R300 (three hundred rand).

Dated at Durban on this the 7th day of January 2001.

Harrisons, [Tel. (011) 614-8560.] (Ref. Mr Harrison/n105.) Plaintiff's Attorneys, c/o Andrew Peens & Associates, 750 Mansion House, 12 Field Street, Durban; P O Box 146321, Brackengardens, 1452. [Tel. (031) 307-1273.] (Ref. Mr Peens.)

Case No. 3453/2001

## IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between: BOE BANK LIMITED (Registration No. 51/00847/06), Plaintiff, and EUGENE LEONARD PHILLIP, Defendant**

In execution of a judgment of the High Court of South Africa, Natal Provincial Division, the following immovable property belonging to the above-named Defendant, will be sold in execution on Friday 8 February 2002 at 10h00 by the Sheriff of the High Court in front of the Magistrate's Court at 77 Gladstone Street, Dundee, to the highest bidder, without reserve:

Erf 3772, Dundee (Extension 18), Registration Division GT in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal in extent 1 421 (one thousand four hundred and twenty-one) square metres.

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

1. The property is situated at 155 Victoria Street, Dundee, KwaZulu/Natal.

2. The property is a single storey detached house under brick & tile, comprising 3 bedrooms with fitted carpets and tiles, 1 1/2 bathrooms, 1 shower, 2 w.c.'s, lounge, dining-room and kitchen. No outbuildings.

3. The full Conditions of Sale may be inspected at the office of the Sheriff of the High Court, Old Savoy Bioscope Building, 58 Gladstone Street, Dundee.

Dated at Pietermaritzburg this 10th day of January 2002,

Dawsons, Plaintiff's Attorneys, 271 Prince Alfred Street, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/00.)

Case No. 3697/2001

## IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between: BOE BANK LIMITED (Registration No. 1951/000847/06), Plaintiff, and TSHELUBANI PHENIAS MKHIZE, First Defendant, and THANDEKILE NORAH GUMEDE, Second Defendant**

In execution of a judgment of the High Court of South Africa, Natal Provincial Division, the following immovable property belonging to the above-named Defendant, will be sold in execution on Friday 1 February 2002 at 10h30 by the Sheriff of the High Court at 17 Drummmond Street, Pietermaritzburg, to the highest bidder, without reserve:

Erf 538, Panorama Gardens (Extension No. 4), Registration Division FT, Province of KwaZulu-Natal, in extent 282 (two hundred and eighty-two) square metres, held under Deed of Transfer No. T28602/1997.

**Improvements:**

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

1. The property is situated at 21 Walnut Drive, Panorama Gardens, Pietermaritzburg, KwaZulu/Natal.
2. The property is improved with a single storey dwelling house under block and tile comprising 3 bedrooms, combined toilet and bathroom, lounge and kitchen. No outbuildings.
3. The full Conditions of Sale may be inspected at the office of the Sheriff of the High Court, 17 Drummond Street, Pietermaritzburg.

Dated at Pietermaritzburg this 10th day of January 2002.

Dawsons, Plaintiff's Attorneys, 271 Prince Alfred Street, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/00.)

**Case No. 6791/2001**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and NASSEER KHAN, NAFISA, KHAN, Defendants**

In execution of a judgment of the above Honourable Court, dated 19 November 2001, the undermentioned property shall be sold by execution sale by the Sheriff, Inanda District Two at the Sheriff's Office, 1 Trevenen Road, Lotusville, Verulam, on Monday, 4 February 2002 at 09:00:

A certain Erf 593, Riverdene, Registration Division FT, Province of KwaZulu-Natal, in extent 332 square metres, known as 18 Rathdene Road, Newlands West and held by T22710/1991.

**Improvements:** A single storey brick under tile dwelling consisting of: Main bedroom (en-suite), 2 other bedrooms, lounge (carpeted), diningroom, kitchen (tiled), toilet & bathroom combined, double electronic garage, paved driveway, brick fencing & burglar guards. But nothing is guaranteed in respect thereof.

**Zoning:** Residential. **Special privileges:** Nil.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale together with the Sheriff's commission.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within twenty one (21) days after the date of the sale.
4. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. The purchaser shall pay auctioneer's charges of 5% of the first R30 000,00 of the purchase price, thereafter 3% on the balance subject to a minimum of R300,00 and a maximum of R7 000,00 on the purchase price at the time of the sale.
6. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said Attorneys.

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

Johnston & Partners, 169 Stamford Hill Road, Morningside, Durban. [Tel. (031) 3036011.] (Ref. Mr JOHNSTON/JV 04T06411B.)

**Case No. 4471/99**

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

**In the matter between COMBINED MORTGAGE NOMINEES (PTY) LIMITED, Plaintiff, and QUICKDEAL INVESTMENTS (PTY) LIMITED, First Defendant, and ABDUL HABIB EBRAHIM, Second Defendant**

In pursuance of a judgment in the abovementioned matter, the immovable property listed hereunder will be sold in execution to the highest bidder without reserve on 7th February 2002 at 10:00 at Ground Floor, 296 Jan Smuts Highway (cnr Buro Cres), Mayville, Durban:

**Property description:** Remainder of Lot B of D Block A Scott Street of Addington and Portion of the Point Number 5891, situate in the City of Durban Administrative District of Natal in extent eight hundred and twenty one (821) square metres, held under Deed of Transfer No 25624/88.

**Postal address:** Shop No 2 Ajmeri Arcade, 141A Grey Street, Durban, KwaZulu Natal.

**Improvements:**

**Business premises:** Brick and plaster under concrete shop, street level consisting of: Electronic gates, shop with stick on tiles, airconditioning, alarm system and one sink with tap, premises has structural pillars along the center.

Nothing is guaranteed as regard the above.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the High Court and the Rules made thereunder and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale.
2. The full conditions of sale are open for inspection at the office of the Sheriff, Durban Central, 296 Jan Smuts Highway, Mayville, Durban.

Dated at Durban on this 7th day of January 2002.

Van Onselen O'Connell Inc., Plaintiff's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Tel. 301-8652.)  
(Ref. Mr S CHELIN/VS/07R041003.)

**Case No. 605/99**

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

**In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and WITNESS  
SIBONGILE NDABEZITHA, 1st Defendant, BONGINKOSI B., NDABEZITHA, 2nd Defendant**

In pursuance of a judgment granted on the 21 May 1999 in the Magistrate's Court for the District of Eshowe held at Eshowe and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on the 31 January 2002 at 11:00 a.m. at the Sheriff's Office, 70 Main Street, Eshowe.

*Description:* Erf 1637, Sundumbili B, Registration Division GU, situate in the Mandini Transitional Local Council, Province of KwaZulu-Natal, in extent 568 (five hundred and sixty eight) square metres.

*Street address:* B-1637 Sundumbili Township, Mandini.

*Improvements:* Bricks under asbestos dwelling consisting of: Lounge, kitchen, 4 bedrooms, toilet/bath combined.

*Zoning:* Special Residential.

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

The full conditions of sale may be inspected at the office of the Sheriff Office, 70 Main Street, Eshowe.

Dated at Pinetown on this 4th day of December 2001.

Ngidi Gcolotela Peter & Associates, c/o Wynne & Wynne, Execution Creditor's Attorneys, Law House, 73 Osborn Road, Eshowe. (Ref. Mrs Peter/Ithala/198.)

**Case No. 1968/01**

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

**In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and  
SIMEON NICHOLAAS ZOKWAKHE SIBIYA, Defendant**

In pursuance of a judgment granted on the 23 October 2001 in the Magistrate's Court for the District of Eshowe held at Eshowe and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on the 31 January 2002 at 11:00 a.m. at the Sheriff's Office, 70 Main Street, Eshowe.

*Description:* Erf 1544, Sundumbili B, Registration Division GU, situate in the Mandini Transitional Local Council, Province of KwaZulu-Natal, in extent 300 (three hundred) square metres.

*Street address:* B-1544 Sundumbili Township, Mandini.

*Improvements:* Bricks under asbestos dwelling consisting of: Lounge, kitchen, 3 bedrooms, bathroom/toilet combined.

*Zoning:* Special Residential.

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

The full conditions of sale may be inspected at the office of the Sheriff Office, 70 Main Street, Eshowe.

Dated at Pinetown on this 4th day of December 2001.

Ngidi Gcolotela Peter & Associates, c/o Ngobese & Associates, Execution Creditor's Attorneys, 113-114 Eshowe Centre, 25 Osborne Road, Eshowe. (Ref. Mrs Peter/Ithala/214.)

**Case No.: 6772/2001**

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**BOE BANK LIMITED versus ABDUL NAZAAM ABDUL HAMID**

The following property will be sold voetstoots in execution at 1 Trevenen Road, Lotusville, Verulam, on 4th February 2002 at 09h00.

Lot 829, Briardale, situate in the Durban Entity, Administrative District of Natal, Province of KwaZulu-Natal, in extent 404 square metres.

*Postal address:* 94 Grosdale Close, Briardale, Newlands West.



*Improvements:* A double storey semi detached brick under asbestos dwelling consisting of: 3 bedrooms, lounge, kitchen, toilet and bathroom.

The property has burglar guards.

*Material terms:* 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriff's Offices, 1 Trevenen Road, Lotusville, Verulam or Meumann White.

Dated at Berea on this 4th day January 2002.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefield House, 150 Essenwood Road, Berea. (Ref.: MCD/VDG/LG/079893.)

**Case No. 743/99**

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

**In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and  
BHEKANI AMOS VEZI, Defendant**

In pursuance of a judgment granted on the 5 July 1999 in the Magistrate's Court for the District of Eshowe held at Eshowe and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on the 31 January 2002 at 11:00 a.m. at the Sheriff's Office, 70 Main Street, Eshowe.

*Description:* Erf 2550, Sundumbili B, Registration Division GU, situate in the Mandini Transitional Local Council, Province of KwaZulu-Natal, in extent 280 (two hundred and eighty) square metres.

*Street address:* B-2550 Sundumbili Township, Mandini.

*Improvements:* Bricks under asbestos dwelling consisting of: Lounge, kitchen, 1 bedroom, toilet/bath combined. *Outside building:* 1 Rondavel with thatch roof.

*Zoning:* Special Residential.

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

The full conditions of sale may be inspected at the office of the Sheriff Office, 70 Main Street, Eshowe.

Dated at Pinetown on this 4th day of December 2001.

Ngidi Gcolotela Peter & Associates, c/o Wynne & Wynne, Execution Creditor's Attorneys, Law House, 73 Osborn Road, Eshowe. (Ref. Mrs Peter/Ithala/196.)

**Case No. 1619/2001**

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

**In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and  
VUSUMUZI NGCOBO, Defendant**

In pursuance of a judgment granted on the 1 October 2001 in the Magistrate's Court for the District of Eshowe held at Eshowe and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on the 31 January 2002 at 11:00 a.m. at the Sheriff's Office, 70 Main Street, Eshowe.

*Description:* Erf 2573, Sundumbili B, Registration Division GU, situate in the Mandini Transitional Local Council, Province of KwaZulu-Natal, in extent 347 (three hundred and forty seven) square metres.

*Street address:* B-2673 Sundumbili Township, Mandini.

*Improvements:* Bricks under asbestos dwelling consisting of: Lounge, kitchen, 1 bedroom, bathroom/shower/toilet combined.

*Zoning:* Special Residential.

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

The full conditions of sale may be inspected at the office of the Sheriff Office, 70 Main Street, Eshowe.

Dated at Pinetown on this 4th day of December 2001.

Ngidi Gcolotela Peter & Associates, c/o Wynne & Wynne, Execution Creditor's Attorneys, Law House, 73 Osborn Road, Eshowe. (Ref. Mrs Peter/Ithala/191.)

**Case No.: 1614/2001**

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

**In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and REUBEN  
NKOSIKHONA SHABANE, 1st Defendant; EDITH DUMISILE SHABANE, 2nd Defendant**

In pursuance of a judgment granted on the 1 October 2001 in the Magistrate's Court for the District of Eshowe held at Eshowe and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on the 31 January 2002 at 11:00 a.m. at Sheriff's Office, 70 Main Street, Eshowe.

*Description:* Erf 1582, Sundumbili B, Registration Division GU, situate in the Mandini Transitional Local Council, Province of KwaZulu-Natal, in extent 300 (three hundred) square metres.

*Street address:* B-1582 Sundumbili Township, Mandini.

*Improvements:* Bricks under asbestos dwelling consisting of: Lounge, kitchen, 1 bedroom, bathroom/toilet combined.

*Zoning:* Special Residential.

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

The full conditions of sale may be inspected at the office of the Sheriff Office, 70 Main Street, Eshowe.

Dated at Pinetown on this 4th day of December 2001.

Ngidi Gcolotela Peter & Associates, c/o Wynne & Wynne, Execution Creditor's Attorneys, Law House, 73 Osborn Road, Eshowe. (Ref. Mrs Peter/Ithala/193.)

**Case No. 1617/01**

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

**In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and  
LINDUYISE BETHUEL MTSHALI, Defendant**

In pursuance of a judgment granted on the 1 October 2001 in the Magistrate's Court for the District of Eshowe held at Eshowe and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on the 31 January 2002 at 11:00 a.m. at the Sheriff's Office, 70 Main Street, Eshowe:

*Description:* Erf 1533, Sundumbili B, Registration Division GU, situate in the Mandini Transitional Local Council, Province of KwaZulu-Natal, in extent 383 (three hundred and eighty-three) square metres.

*Street address:* B-1533 Sundumbili Township, Mandini.

*Improvements:* Bricks under asbestos dwelling consisting of: Lounge, kitchen, 1 bedroom, bathroom/shower/toilet combined.

*Zoning:* Special Residential.

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

The full conditions of sale may be inspected at the office of the Sheriff Office, 70 Main Street, Eshowe.

Dated at Pinetown on this 4th day of December 2001.

Ngidi Gcolotela Peter & Associates, Execution Creditor's Attorneys, c/o Wynne & Wynne, Law House, 73 Osborn Road, Eshowe. (Ref. Mrs Peter/Ithala/192.)

**Case No. 1618/01**

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

**In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and  
MUZIKAYISE EDMUND VILANE, Defendant**

In pursuance of a judgment granted on the 1 October 2001 in the Magistrate's Court for the District of Eshowe held at Eshowe and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on the 31 January 2002 at 11:00 a.m. at the Sheriff's Office, 70 Main Street, Eshowe.

*Description:* Erf 1546, Sundumbili B, Registration Division GU, situate in the Mandini Transitional Local Council, Province of KwaZulu-Natal in extent 289 (two hundred and eighty nine) square metres.

*Street address:* B-1546 Sundumbili Township, Mandini.

*Improvements:* Bricks under asbestos dwelling consisting of: Lounge, kitchen, 1 bedroom, bathroom/shower/toilet combined.

*Zoning:* Special Residential.

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

The full conditions of sale may be inspected at the office of the Sheriff Office, 70 Main Street, Eshowe.

Dated at Pinetown on this 4th day of December 2001.

Ngidi Gcolotela Peter & Associates, Execution Creditor's Attorneys, c/o Wynne & Wynne, Law House, 73 Osborn Road, Eshowe. (Ref. Mrs Peter/Ithala/189.)

**Case No. 4842/2001**

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

**In the matter between: SAAMBOU BANK LIMITED, Execution Creditor, and NDLOVU SP, Execution Debtor**

In execution of a judgment of the above Honourable Court, the undermentioned property will be sold in execution by the Sheriff of the High Court, Durban South on 31 January 2002 at 10h00 at 296 Jan Smuts Highway, Mayville, Durban:

Erf 4013, Isipingo Extension 23 Township, Registration Division F.T., the Province of KwaZulu-Natal, in extent 184 (hundred and eighty four) square metres, also known as 67 Plumeria Place, Lotus Park, Isipingo Extension 23.

*Improvements:* A Residence comprising 1 x lounge, 3 x bedrooms, 1 x bathroom, 1 x laundry, 1 x kitchen.

The conditions of sale may be inspected at the office of the abovementioned Sheriff.

Dated at Kempton Park on this the 27th day of November 2001.

G M Maritz, Maritz Boshoff & Du Preez, 4 Schoemans Avenue, Kempton Park. (Tel. 394-7140/1/2.) (Ref. A Mar6/SB100 654HH.)

**Case No. 1773/01**

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

**In the matter between TRANSNET HOUSING, Plaintiff, and KHANYA CLEMENT HLATSHWAYO, Defendant**

The following property shall on the 1st February 2002 at 10h00 be put up for sale by public auction at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Ownership unit:

(a) Erf 556-F Ntuzuma, Registration Division FT, situated in the Province of KwaZulu-Natal in extent five hundred and eighteen (518) square metres, held by Deed of Grant No. TG137/1981 (KZ).

*Conditions:*

1. The following information is furnished, but not guaranteed: A single storey consisting of one lounge, two bedrooms, one kitchen, and one bathroom.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgement Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff at Groom Street, Verulam.

Dated at Durban on this 07th day of January 2001.

Ngwenya & Zwane Inc., 301 General Accident Building, 47 Field Street, Durban, 4000. (Ref. LN004/2001.)

**Case No. 3349/2001**

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and KRISHNAN NAIDOO, First Defendant, and PREMILA DEVI NAIDOO, Second Defendant**

In pursuance of a judgment granted in the above action the immovable property listed hereunder will be sold in execution on the 1 February 2002 at 10:00 a.m. at the offices of the Sheriff for the High Court at 17 Drummond Street, Pietermaritzburg:

*Description of property:* Portion 19 of Erf 1410, Pietermaritzburg, Registration Division, Province of KwaZulu-Natal, in extent 669 (six hundred and sixty nine) square metres, held under Deed of Transfer T40187/2000.

*Street address:* 259 Bombay Road, Northdale, Pietermaritzburg.

*Improvements:* 1 block asbestos roof dwelling comprising of: 3 Bedrooms, 1 lounge, 1 store room, 1 kitchen, 1 bathroom.

*Zoning:* Residential area.

Nothing in the above is guaranteed.

*Material conditions of sale:* The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the High Court, No. 17 Drummond Street, Pietermaritzburg within fourteen (14) days of the date of sale. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, No. 17 Drummond Street, Pietermaritzburg and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 26 day of November 2001.

A K Essack, Morgan Naidoo & Company, Plaintiff's Attorneys, 311 Pietermaritz Street, Pietermaritzburg. (Ref. Mr M Naidoo/pm.)



Case No. 215/00

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MAZINI CAIPHAS MKHIZE, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Nqutu dated the 4 September 2000, the undermentioned immovable property together with improvements thereon will be sold in execution on the 29 January 2002 at 10:00 at the front entrance of the Magistrate's Court, Nqutu, to the highest bidder:

Ownership Unit No. B217, Emondlo, Registration Division GT, situate in the Nqutu Transitional Local Council Area, Province of KwaZulu-Natal, measuring 464 (four hundred and sixty four) square metres.

*Street address:* Ownership Unit No. B217, Emondlo.

*Zoning:* No town planning for this area.

*Improvements:* A single storey dwelling under tile roof consisting of 3 bedrooms, 1 bathroom, 3 other rooms and a garage.

None of the above improvements nor vacant possession is guaranteed.

*Material conditions:*

The material conditions of sale are as follows:

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

Dated at Newcastle on this 10 day of December 2001.

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

Case No. 2009/01

## IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
LYNDELWA SYGNORIA NGCINGWANA, N.O., Defendant**

In execution of a judgment of the High Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendant, will be sold in execution on 1 February 2002 at 10:00 am by the Sheriff of the High Court at the Magistrate's Court, Margaret Street, Ixopo, to the highest bidder, without reserve:

Lot 570, Stuartstown (Extension No. 3), situated in the Ixopo Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 302 (three hundred and two) square metres held under Deed of Transfer T5188/97.

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

1. The property is situated at 570 Sunridge Circle, Morningside, Ixopo, KwaZulu-Natal.
2. The property has been improved by the construction thereon of a dwelling comprising of 3 living rooms, 2 bedrooms, a bathroom and a kitchen.
3. The conditions of sale may be inspected at the offices of the Sheriff, Richmond and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu-Natal during normal office hours.

Dated at Pietermaritzburg this 9th day of January 2002.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P R J Dewes/Amanda/N2/R0008/B1.)

Case No. 2042/2001

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

**In the matter between: ABAQULUSI MUNICIPALITY, Execution Creditor, and PM MTHETHWA, Execution Debtor**

Pursuant to a judgment in the above Honourable Court and a warrant of execution dated 6th December 2001, a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Wednesday, the 30th day of January 2002, at 11h00, whereby the following property will be sold to the highest bidder, namely:

Erf 1529, Vryheid, Registration Division HT, Vryheid Transitional Local Council Area, Province of KwaZulu-Natal, in extent 349 (three four nine) square meters. Better known as: 12 Fir Street, Lakeside, Vryheid, 3100, consisting of: West-facing, sub economical unit, built brick under asbes roof, 2 bedrooms, lounge. Full bathroom, kitchen, fenced.

The conditions of sale which will be read immediately before the sale commences, are laying for inspection at the offices of the Sheriff, Vryheid. The most important conditions thereof being the following:

*Conditions:*

1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder, but such sale shall be subject to the conditions stipulated in terms of section 66 (2) of Act 32 of 1944, as amended.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest in terms of the judgment, shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within 14 (fourteen) days after the date of sale.

Signed and dated at Vryheid on this 9th day of January 2002.

André Groenewald, Cox & Partners, Plaintiff's Attorneys, Standard Bank Building, cnr Market & High Streets, Vryheid.  
[Tel. (034) 982-2711.]

## MPUMALANGA

Case No. 1993/7462

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and RANTSIENG: MOJALEFA JACOB, First Defendant, and RANTSIENG: JENNET RASIBE, Second Defendant**

A sale in execution will be held on Wednesday 30 January 2002 at 11h00 by the Sheriff for Highveld Ridge at the office of the Sheriff, 13 Pennsylvania Road, Evander, Mpumalanga of:

Erf 1997, in the Township Embalenhle, Registration Division I.S., Mpumalanga, in extent 392 (three hundred and ninety-two) square metres, known as Row Erf 1997, Embalenhle.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, 3 bedrooms, 1 bathroom & toilet. *Outbuildings:* Garage.

Inspect Conditions at Sheriff for Highveld Ridge, 13 Pennsylvania Road, Evander, Mpumalanga.

Dated at Pretoria during January 2002.

J A Alheit, Attorneys for the Plaintiff of Macrobert Inc., 23rd Floor, SAAU Building, cnr Schoeman & Andries Streets, Pretoria, 0002. [Tel. (012) 339-8311.] (Ref. JAA/A Mouton/M111644.)

Saak No. 407/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VOLKSRUST GEHOU TE VOLKSRUST

**In die saak tussen: SALOMON STEPHANUS STRYDOM N O, Eiser, en JACOB MOSES KHUMALO, Verweerder**

Geliewe kennis te neem dat op Maandag die 04e Februarie 2002 om 11h00 voor die Landdroshof, Volksrust, die volgende eiendom in Eksekusie verkoop sal word aan die hoogste bieder te wete:

Erf 685, geleë in die dorp Vukuzakhe, Volksrust, Registrasie Afdeling HS, Provinsie van Mpumalanga, groot 261 (tweehonderd een-en-sestig) vierkante meter, gehou kragtens Akte van Transport T71942/96.

Synde 'n beboude eiendom.

Die verkoopsvoorwaardes lê ter insae by die prokureur hieronder vermeld maar die vernaamste voorwaardes is die volgende:

1. Die verkoping geskied sonder reserweprys.

2. Die Koper moet 'n deposito van 10% (tien persent) in kontant betaal die dag met die veiling en vir die balans moet 'n bankwaarborg gelewer word betaalbaar by registrasie van die oordrag van die eiendom in naam van die Koper binne 60 (sestig) dae na datum van die verkoping van die eiendom.

3. Die eiendom word voetstoots verkoop.

Geteken te Volksrust op hede die 18e dag van Desember 2001.

Balju Landdroshof, Volksrust.

S S Strydom Prokureurs, Prokureur vir die Eiser, Louis Trichardtstraat 68; Posbus 64, Volksrust, 3470. (Verw. S S STRYDOM/ts.)

Saak No. 163/01

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

**In die saak tussen: SALOMON STEPHANUS STRYDOM N O, Eiser, en THABISILE TRYPHINA NGWENYA, Verweerder**

Geliewe kennis te neem dat op Maandag die 04e Februarie 2002 om 11h00 voor die Landdroshof, Volksrust, die volgende eiendom in Eksekusie verkoop sal word aan die hoogste bieder te wete:

Erf 2819, geleë in die dorp Vukuzakhe, Uitbreiding 2, Volksrust, Registrasie Afdeling HS, Provinsie van Mpumalanga, groot 300 (driehonderd) vierkante meter, gehou kragtens Akte van Transport T68558/96.

Synde 'n beboude eiendom.

Die verkoopsvoorwaardes lê ter insae by die prokureurs hieronder vermeld maar die vernaamste voorwaardes is die volgende:

1. Die verkoping geskied sonder reserweprys.

2. Die Koper moet 'n deposito van 10% (tien persent) in kontant betaal die dag met die veiling en vir die balans moet 'n bankwaarborg gelewer word betaalbaar by registrasie van die oordrag van die eiendom in naam van die Koper binne 60 (sestig) dae na datum van die verkoping van die eiendom.

3. Die eiendom word voetstoots verkoop.

Geteken te Volksrust op hede die 19e dag van Desember 2001.

Balju Landdroshof, Volksrust.

S S Strydom Prokureurs, Prokureur vir die Eiser, Louis Trichardtstraat 68; Posbus 64, Volksrust, 3470. (Verw. S S STRYDOM/ts.)

Saak Nr: 1090/00

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

**In die saak tussen: M M FERREIRA, Eiser, en SIBONGILE JOHANNA NGWENYA, Verweerder**

Geliewe kennis te neem dat op Maandag, 4 Februarie 2002 om 11h00 voor die Landdroshof, Volksrust, die volgende eiendom in eksekusie verkoop sal word aan die hoogste bieder te wete:

Erf 1147, geleë in die dorp Vukuzakhe Volksrust, Registrasie Afdeling H S, Provinsie van Mpumalanga, groot 293 (tweehonderd drie en negentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL 58074/89 synde 'n beboude eiendom.

Die verkoopswaardes lê ter insae by die prokureurs hieronder vermeld maar die vernaamste voorwaardes is die volgende:

1. Die verkoping geskied sonder reserweprys.

2. Die Koper moet 'n deposito van 10% (tien persent) in kontant betaal die dag met die veiling en vir die balans moet 'n bankwaarborg gelewer word betaalbaar by registrasie van die oordrag van die eiendom in naam van die koper binne 60 (sestig) dae na datum van die verkoping van die eiendom.

3. Die eiendom word voetstoots verkoop.

Geteken te Volksrust op hede die 18de dag van Desember 2001.

Balju van die Landdroshof, Volksrust.

S. S. Strydom Prokureurs, Prokureur vir die Eiser, Louis Trichardtstraat 68 (Posbus 64), Volksrust, 2470. (Verw: S. S. Strydom/ts.)

Case No: 29512/99

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and KAREL JACOBUS PHILLIPUS JACOBS, 1st Defendant, CAROLINA ALIDA JOHANNA JACOBS, 2nd Defendant**

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale will be held by the Sheriff of Witbank at 68 Besembos Street, Tasbetpark, Witbank, on the 30 January 2002 at 11h30 of the undermentioned property of the Defendants, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 355, situated in the Township of Tasbetpark, Registration Division JS, Mpumalanga, measuring 1 047 square metres, held under Deed of Transfer No. T52802/90, known as 68 Besembos Street, Tasbetpark, Witbank.

The following information is furnished, though in this regard nothing is guaranteed: *Main building*: 2 living rooms, 3 bedrooms, 2 bathrooms, 1 kitchen, 1 other room. *Outbuildings*: 2 garages, 1 bathroom, 1 servant's room. *Cottage*: 1 bedroom, 1 bathroom.



**Terms:** The sale is without reserve. Deposit of 10% (ten per centum) 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 guarantee, to be approved by the attorney and to be furnished to the Sheriff, Witbank, within fourteen (14) days after the sale.

**Conditions:** The conditions of sale may be inspected at the offices of the Sheriff, Witbank, 3 Rhodes Street, Witbank.

Dated at Pretoria on this 20th day of December 2001.

Savage Jooste and Adams Inc., Plaintiff's Attorney, Savage Jooste and Adams House, Hadevelds, 1267 Pretorius Street, Hatfield, Pretoria. (Ref. Mrs Kartoudes/YVA/64043.)

**Saak No. 8003/00**

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

**In die saak tussen FBC FIDELITY BANK LTD, Eiser, en K. M. MTHIMUNYE, Eerste Verweerder, en  
M. P. MTHIMUNYE, Tweede Verweerder**

Geliewe kennis te neem dat ingevolge 'n lasbrief vir eksekusie teen goed uitgereik op 11 Desember 2000, en die daaropvolgende beslaglegging van die onderstaande eiendom, voormelde eiendom geregtelik verkoop word op Vrydag, 1 Februarie 2002 om 11h00, te die Baljukantore, President Krugerstraat, Middelburg, Mpumalanga:

Erf 5198, Uitbreiding 22, Hlalamnandi, Middelburg, Registrasieafdeling JS, Mpumalanga, groot 238 vierkante meter, gehou kragtens Akte van Transport T74135/99, aan die hoogste bieder:

*Voorwaardes van verkoping:*

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans verseker te word deur bankwaarborg of betaling in trust binne 30 (dertig) dae vanaf datum van verkoping.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae by die kantoor van die Balju van die Landdroshof, President Krugerstraat 12, Middelburg, wees en te Brandmuller-Taljaard Prokureurs, Joubertstraat 22, Middelburg.

Geteken te Middelburg op hede die 28ste dag van November 2001.

Brandmuller-Taljaard, Joubertstraat 22 (Posbus 59), Middelburg, 1055. [Tel. (013) 282-5983.] (Verw. E. Taljaard/bm/04/L0788/8459.)

**Saak No. 7495/01**

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

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en CHRISTO BOOYSEN, Eksekusieskuldenaar**

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 9 November 2001 toegestaan is, op 30 Januarie 2002 om 11h00, te Almahof 9, Plumerstraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Rhodestraat, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

'n Eenheid bestaande uit:

(1) Deel No. 9, soos getoon en vollediger beskryf op Deelplan SS337/91, in die skema bekend as Alma Court, ten opsigte van die grond en gebou of geboue geleë te Erf 811, Witbank Uitbreiding 5, in die gebied van Stadsraad van Witbank, van welke deel die vloeroppervlakte volgens genoemde deelplan 90 (negentig) vierkante meter groot is; en

'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 Akte van Transport ST84140/95.

(2) 'n Uitsluitlike gebruiksgebied as Parkeer Area No. P 3, groot 17 (sewentien) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as Alma Court, ten opsigte van die gronde en gebou of geboue geleë te Erf 811, Witbank Uitbreiding 5, in Stadsraad van Witbank, soos getoon en vollediger beskryf op Deelplan SS337/91, van Alma Court, gehou kragtens Notariële Akte van Sessie van Uitsluitlike Gebruiksreg SK6491/95 S.

*Die eiendom is as volg verbeter (nie gewaarborg):*

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan Artikel 66(2) van Wet No. 32 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word "voetstoots" verkoop.

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

Geteken te Witbank op hierdie 13de dag van Desember 2001.

(Get.) F. M. Heinsen, vir Harvey Nortjé Ingelyf, Smuts Park, h/v Smutslaan en Northeystraat (Posbus 727), Witbank.

Saak No. 1179/00

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

**In die saak tussen SALOMON STEPHANUS STRYDOM N O, Eiser, en BŪSISIWE MARIA MAZIBUKO, en THABILE EVELYN MAZIBUKO, Verweerders**

Geliewe kennis te neem dat op Maandag, 4 Februarie 2002 om 11h00, voor die Landdroshof, Volksrust, die volgende eiendom in eksekusie verkoop sal word aan die hoogste bieder te wete:

Erf 994, geleë in die dorp Vukuzakhe, Volksrust, Registrasieafdeling H S, provinsie van Mpumalanga, groot 266 (tweehonderd ses-en-sestig) vierkante meter, gehou kragtens Akte van Transport T71954/96, synde 'n beboude eiendom.

Die verkoopsvoorwaardes lê ter insae by die prokureurs hieronder vermeld maar die vernaamste voorwaardes is die volgende:

1. Die verkoping geskied sonder reserweprys.

2. Die koper moet 'n deposito van 10% (tien persent) in kontant betaal die dag met die veiling en vir die balans moet 'n bankwaarborg gelewer word betaalbaar by registrasie van die oordrag van die eiendom in naam van die koper binne 60 (sestig) dae na datum van die verkoping van die eiendom.

3. Die eiendom word voetstoots verkoop.

Geteken te Volksrust op die 14de dag van Desember 2001.

Balju Landdroshof, Volksrust.

S. S. Strydom Prokureurs, Prokureurs vir die Eiser, Louis Trichardstraat 68 (Posbus 64), Volksrust, 2470. (Verw. S. S. Strydom/ts.)

Saak Nr. 6007/2001

## IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

**In die saak tussen: EERSTE NASIONALE BANK VAN SA BEPERK, Eiser, en PETRUS WILLEM VAN ZYL, Eerste Verweerder, en MARIA MAGDALENA VAN ZYL, Tweede Verweerder**

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 15 Oktober 2001 sal die volgende eiendom in eksekusie verkoop word te Baljukantore, Rotterdamweg 5, Evander, op Woensdag, 13 Februarie 2002 om 12h00, aan die hoogste bieder naamlik:

Erf 1593, Evander Uitbreiding 2 Dorpsgebied, Registrasie Afdeling I.S., Mpumalanga, groot 1 286 vierkante meter, gehou kragtens Akte van Transport T76064/1990, beter bekend as Sydneyweg 6, Evander.

**Terme:** Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekureer te word deur 'n goedgekeurde bankwaarborg gelewer te word binne 21 (een en twintig) dae daarna, asook 5% afslaerskommissie op die eerste R30 000,00 van die koopprys en 3% daarna met 'n maksimum kommissie van R7 000,00 en 'n minimum van R260,00 wat betaalbaar is met die toeslaan van die bod.

Die verkoopsvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Rotterdagweg 5, Evander, besigtig word.

Geteken te Secunda hierdie 3de dag van Januarie 2002.

Els Chester & Louw, Checkersgebou, Hoof Sakesentrum (Posbus 47), Secunda. [Tel. (017) 634-7788.] (Verw. Mnr. Chester/TB/eh.)

Case Number: 18557/2001

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

**In the matter between: SAAMBOU BANK LTD, Judgment Creditor, and STNIKE PHINEAS MALUMANE, Judgment Debtor**

In pursuance of a judgment granted on the 30th of October 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 28th of January 2002 at the Magistrate's Court, Kabokweni at 09h00 without reserve to the highest bidder:

Erf 1551, situated in the Township Kabokweni-A, Mbombela Local Municipality, Registration Division J U, Mpumalanga, in extent 630 (six hundred and thirty) square metres, held by the Judgment Debtor in his name under Deed of Transfer No. TG716/1991KN.

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

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

The full conditions may be obtained from the Sheriff of the High Court, Mr Hasset, Telephone Number (013) 744-9161 or 082 873 6086.

Dated at Pietersburg on this 7th day of January 2002.

Henstock Van den Heever, Judgment Creditor's Attorneys, 343 Farenden Street, Arcadia, Pretoria. (Ref: C Kotzé/HHM024.)

Saak No. 11231/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaal Provinsiale Afdeling)

In die saak tussen: **ESKOM FINANCE COMPANY (EDMS.) BPK., Eiser, en  
HENRY ANDRIES SIMANGA DLAMINI, Verweerder**

'n Eksekusieverkoping van die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder sal, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op 6 Februarie 2002 om 10h00:

Erf 1406, Kwa-Guqa Uitbreiding 3-dorpsgebied, Registrasie Afdeling J.S., Mpumalanga, groot 292 vierkante meter, gehou deur Verweerder kragtens Geregistreerde Sertifikaat van Reg van Huurpag No. TL2860/89.

*Straatadres:* Erf 1406, Thaga Street, Kwa-Guqa Extension 3, Witbank.

*Plek van verkoping:* Die verkoping sal plaasvind by die kantore van die Landdroshof, Delvillestraat, Witbank.

*Verbeterings:* Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Gepleisterde baksteengebou bestaande uit sit/eetkamer, kombuis, 3 slaapkamers, badkamer met toilet, aantrekkamer, motorhuis. Gesoneer vir woondoeleindes.

*Verkoopvoorwaardes:* Die verkoopvoorwaardes lê ter insae by die kantore van die Balju te Witbank, Rhodesstraat 3, Witbank, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie die 7de dag van Januarie 2002.

EJJ Geyser, Rooth & Wessels Ing., Eerste Nasionale Bankgebou, Pretoria. (Tel. 300-3090.) (Verw. EJJ Geyser/NN/E6724.)

Case No. 25086/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
SOLOMON JOEL ZWANE, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff, Kriel at the entrance of the Magistrate's Court, Kriel on Wednesday, 30 January 2002 at 11h00.

Full conditions of sale can be inspected at c/o Eric Bosman, Mega Plaza, Ground Floor, Kriel 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 187, Thubelihle, Registration Division I.S., Mpumalanga, measuring 367 square metres, also known as 187 Indlulamithi Crescent, Thubelihle Ext 1.

*Improvements:* Dwelling: 2 bedrooms, 1 bathroom, 1 kitchen, 1 living room.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Lora/F960.)

Saak No. 819/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **LLOYD & JANSEN, Eiser, en  
JOHANNES LODEWIKUS COETZEE (ID No. 3906105039007), Verweerder**

Ingevolge 'n vonnis gelewer op 21 Junie 2000, in the Ermelo Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op Maandag, 18 Februarie 2002 om 11h30 voor die Landdroshof, Volksrust, aan die hoogste bieder:



*Beskrywing:* Onverbeterde.

*Erfnommer:* Erf 152, Volksrust, Reg. Afd. I.T., Mpumalanga.

*Eiendomsadres:* Erf 152, Volksrust.

*Verbeterings:* Onverbeterde.

Soos gehou deur die skuldenaar kragtens Transport Akte T38436/1984, Pretoria.

1. Die verkoping sal onderhewig wees aan die voorwaardes van die Landdroshofwet en die Reëls gepaardgaande.

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

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

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

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

Gedateer te Ermelo op hede die 3de dag van Januarie 2002.

MA de Bruyn, André De Bruyn Prokureurs, Jan van Riebeeckstraat 14A (Posbus 43, Ermelo, 2350. [Tel. (017) 811-2296.] [Faks (017) 811-2297.] (Ons Verw. Mnr de Bruyn/ED Z06090.)

**Case No. 28557/2001**

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

**In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and THEUNIS CHRISTOFFEL BOTHA, N.O., in his capacity as Executor in the estate late THEUNIS CHRISTOFFEL BOTHA, 1st Defendant, and JOHANNA CHRISTINA MAGDALENA BOTHA, 2nd Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff, Barberton at the Magistrate's Court, Barberton on Tuesday, 29 January 2002 at 10h30.

Full conditions of sale can be inspected at the Sheriff, Barberton, at 22 Pilgrim Street, Barberton 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:* (a) Portion 4, of Erf 825, Komati Poort, Registration Division J.U., Mpumalanga, measuring 750 square metres, (b) Portion 5 of Erf 825, Komati Poort, Registration Division J.U., Mpumalanga, measuring 750 square metres, also known as 8 Louw Street, Komatipoort.

*Improvements:* Commercial property: 7 offices, 2 bathrooms. Outbuildings: 1 Garage, 1 bathroom.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Coetzee/Lora/P940.)

**Case No. 4692/1999**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOJABENG DANIEL PHIRI, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Kabokweni on the 28th day of January 2002 at 09h00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Nsikazi, Mr Hassett 082 873 6086 and will also be read out by the Sheriff prior to the sale in execution.

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

*Property:* Ownership Unit No. 1083 C, in the Township of Matsulu C, District Nsikazi, in extent 480 square metres.

*Improvements:* 4 bedrooms, bathroom, kitchen, livingroom, dining-room, study, garage.

Hack Stupel & Ross, Attorneys for Plaintiff, PO Box 2000, Pretoria. [Tel (012) 325-4185.] (Reference: Du Plooy/ELR/GT6201.)

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## NORTHERN CAPE NOORD-KAAP

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Saak Nummer: 1067/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

**In die saak tussen: NU BANK, Eiser, en E H LAMONT, Verweerder**

Kragtens 'n vonnis en lasbrief vir uitwinning van bogemelde Agbare Hof gedateer die 18de April 2001, sal die ondergemelde onroerende eiendom per publieke veiling verkoop word op Donderdag, die 7de dag van Februarie 2002 om 10h00 voor die Landdroskantore, Kimberley, onderhewig aan die verkoopsvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopsvoorwaardes geïnspekteer kan word by die kantore van die Balju van Kimberley en by die kantore van die Prokureurs wat namens die Eiser optree, die eiendom synde:

Sekere Erf Nommer 20572, Kimberley, geleë in die Registrasieafdeling van Kimberley, Provinsie van die Noord Kaap, groot 317 vierkante meter, gehou Transport Akte Nr. T3905/1998, ook bekend as Starlingstraat 50, Kimberley.

*Voorwaardes:*

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

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

Geteken te Kimberley op hierdie 6de dag van Desember 2001.

C. Karamanolis en Genote, Roperstraat 1A, Kimberley. (Verw. CK/NN0047.)

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## NORTHERN PROVINCE NOORDELIKE PROVINSIE

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Case No: 7672/2000

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

**In the matter between: VBS MUTUAL BANK, Plaintiff, and Mr RUDZANI ALPHEUS MBODI, Defendant**

In compliance with the judgment of the Magistrate's Court and the warrant of execution served on 21 November 2001, the undermentioned immovable property will be sold in execution by the Acting Sheriff Thohoyandou on Friday, 1 February 2002 at 11h00, at the premises of the immovable property to be sold.

*Right, title and interest in and to:* Residential Site No. 2708, Shayandima Township, District Thohoyandou, the land measuring 555 m<sup>2</sup> and held by Deed of Grant Number 1600, as described on General Plan S.G. No. V 86/90, with house with 3 bedrooms, bathroom with toilet, kitchen, sitting room and outside toilet.

The conditions of sale are open for inspection at the offices of the Acting Sheriff, Thohoyandou.

*Main terms of sale:*

1. Property is sold voetstoots.

2. 10% cash deposit on date of sale.

3. Bank guarantees for balance of purchase price within 30 days.

4. Occupation of risk of profit and loss pass to purchaser immediately.

5. The Sheriff's auctioneer's charges are payable by the Purchaser on date of sale.

Signed at Thohoyandou on this 11th day of December 2001.

Booyens Du Preez & Boshoff Inc., 653 Mphephu Drive, Thohoyandou P West, Private Bag X2358, Sibasa, 0970. [Tel. No.: (015) 962-4305/6/9.] (Our Ref.: 2288/62635.)

Case No: 5857/2001

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

**In the matter between: VBS MUTUAL BANK, Plaintiff, and Ms MASHONELO ELIZABETH MUKWEVHO, Defendant**

In compliance with the judgment of the Magistrate's Court and the warrant of execution served on 28 November 2001, the undermentioned immovable property will be sold in execution by the Acting Sheriff, Thohoyandou, on 1 February 2002 at 11h00 at the premises of the immovable property to be sold.

*Right, title and interest in and to:* Residential Site No. 1505, Shayandima-A Township, District Thohoyandou, the land measuring 607 m<sup>2</sup> and held by Deed of Grant Number TG385/1997VN, as described on General Plan B.A. No. 103/1972, with house with 3 bedrooms, bathroom, toilet, diningroom, kitchen and pantry.

The conditions of sale are open for inspection at the offices of the Acting Sheriff, Thohoyandou.

*Main terms of sale:*

1. Property is sold voetstoots.
2. 10% cash deposit on date of sale.
3. Bank guarantees for balance of purchase price within 30 days.
4. Occupation and risk of profit and loss pass to purchaser immediately.
5. The Sheriff's auctioneer's charges are payable by the Purchaser on date of sale.

Signed at Thohoyandou on this the 11th day of December 2001.

Booyens Du Preez & Boshoff Inc., 653 Mphephu Drive, Thohoyandou West, Private Bag X2358, Sibasa, 0970. [Tel. No.: (015) 962-4305/6/9.] (Our Ref.: 2288/63758.)

**Case Number: 23823/2001**

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

**In the matter between: ESKOM FINANCE COMPANY (PTY) LTD, No. 1990/001322/07, Plaintiff, and  
STANLEY UKAEOBU MASHAPA, Defendant**

Please take notice that pursuant to judgment of the High Court of South Africa (Transvaal Provincial Division) the property described hereunder will be sold voetstoots, in execution at 66 Platinum Street, Ladine, Pietersburg, at 10:00 on Wednesday, 30 January 2002, in terms of the conditions of sale which may be inspected at the offices of the Sheriff Pietersburg, 66 Platinum Street, Ladine, Pietersburg.

*Certain:* Erf 3101, situated in the Township of Bendor Extension 52, Registration Division L.S., Northern Province, measuring 429 (four two nine) square metres, held under Deed of Transfer T129577/99.

*Street Address:* 72 Valentia Street, Bendor, Pietersburg.

*Improvements:* 1 x lounge, 1 x dining room, 3 x bedrooms, 1 x kitchen, 2 x bathrooms & 1 x garage.

The sale is subject to the provisions of the High Court Act and Rules and the following:

1. The sale shall be without reserve and the property shall be sold to the highest bidder.
2. The purchase price of the property shall be paid by way of deposit of 10% (ten percent) at the conclusion of the sale and for the balance of the purchase price within thirty (30) days from date of sale.
3. The property and any improvements thereon shall be sold voetstoots.
4. The purchaser shall be liable for all arrear rates, taxes, charges etc. owing in respect of the property together with interest calculated on the purchase price as determined by the Execution Creditor.

Dated at Pretoria on this the 7th day of December 2001.

Motla Conradie Incorporated, Plaintiff's Attorneys of Record, Suite 155, 5th Floor, Yorkcor Park, 86 Watermeyer Street, Val-De-Grace, P.O. Box 4665, Docex 268, Pretoria, 0001. [Tel. (012) 804-6446.] [Fax: (012) 804-6451.] (Ref: T. Conradie/ms/10267.)

**Saaknommer: 917/2001**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN TZANEEN GEHOU TE TZANEEN

**In die saak tussen: BOE BANK BEPERK, Eiser, en PHILIPPUS JACOBUS LODEWIKUS STRYDOM, Verweerder**

Ten uitvoering van 'n vonnis in die Landdroshof van Tzaneen, toegestaan op 15 Oktober 2001 en 'n lasbrief vir eksekusie uitgereik ter uitvoering daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 1 Februarie 2002 om 10:00 vm te die Landdroskantoor, Morganstraat, Tzaneen, naamlik:

Erf 573, Tzaneen Uitbreiding 6 Dorpsgebied, Registrasie Afdeling L.T., Noordelike Provinsie, groot 2 131 (tweeënhonderd een en dertig) vierkante meter, gehou kragtens Akte van Transport T100791/2000, geleë te Rogermillsstraat 24, Premierpark, Tzaneen.

Die volgende inligting word gelewer met betrekking tot verbeterings, alhoewel in hierdie respek niks gewaarborg word nie: Die eiendom is 'n dubbelverdieping woonhuis met baksteenmure, bestaande uit 'n ingangsportaal, sitkamer, familiekamer, eetkamer, kroeg, studeerkamer, kombuis, 5 x slaapkamers, 4 x badkamers, 3 x storte, 3 x toilette en borrelbad. Buitegeboue bestaande uit 4 x motorhuise, 5 x motorafdakke, 1 x bediendekamer, 1 x stoorkamer, 1 x toilet, opwaskamer en swembad. Water, elektrisiteit en riool is aangesluit.

*Terme:* Die koopprys sal betaal word by wyse van 10% (tien persent) daarvan op die dag van verkoping en die onbetaalde balans tesame met rente daarop soos gestipuleer in die voorwaardes van verkoping, tot datum van registrasie van oordrag, sal betaal word of verseker word deur die lewering van 'n aanvaarbare bank of bouvereniging waarborg binne 14 (veertien) dae vanaf datum van verkoping. Die volle en volledige voorwaardes van verkoping wat onmiddellik voor die verkoop uitgelees sal word mag geïnspekteer word by die Baljuskantore, Eerste Laan 28, Tzaneen.

Geteken te Pietersburg op hierdie 19de dag van November 2001.

(Get) Jacques Horak, Horak de Bruin Oberholzer Ingelyf, Prokureur vir Eiser, Joubertstraat 27 (Posbus 3615), Pietersburg, 0700. [Tel. (015) 291-2147.] (Verw: Mnr. Horak/lf/1407.)



Saak Nr: 23399/00

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

**In die saak tussen LJ CALITZ N.O./GW CALITZ (JNR) N.O., Eiser, en  
PRUISSEN BOERDERY (EDMS) BEPERK, Verweerder**

Ingevolge 'n uitspraak van die Landdros van Vereeniging en lasbrief vir eksekusie teen goed met datum 15/10/2001, sal die ondervermelde eiendomme op Vrydag, 8 Februarie 2002 om 11:15, op die perseel van die Landdroskantoor, h/v Hooge- en Retiefstrate, Potgietersrus, aan die hoogste bieder verkoop word, naamlik:

Sekere Resterende Gedeelte van die Plaas Pruisen, 48 Registrasieafdeling K.S., Transvaal, groot 1357,9183 hektaar, gehou kragtens Akte van Transport Nr. T11559/95, bekend as Pruisen Boerdery.

*Onderhewig aan die volgende voorwaardes:*

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

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

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

*4. Voorwaardes van verkoop:*

Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Van Heerdenstraat 66, Potgietersrus, nagesien word.

Theron, Jordaan & Smit Ing., Linma Gebou, Delverstraat 47, Klerksdorp, 2570. (Verw: mnr van Aswegen/dvdw.)

Case Number: 1466/99

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

**In the matter between PIETERSBURG POLOKWANE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and  
M MANGEZI CHAUKE, Defendant**

In pursuance of a judgment in the Seshego Court and writ of execution dated 24/08/2001, the following immovable property will be sold in execution on the 31/01/2002 at 10h00, at the Clerk of the Court, Seshego, to the highest bidder:

To wit: Erf 4025, Seshego-G Township, Registration Division LS, Northern Province, by extent 569 sq meter, held by Title Deed TG1886/1988LB, better known as Stand 4025, Zone G, Seshego.

*Improvements:* Vacant stand.

*Zoned:* Business (the accuracy hereof cannot be guaranteed).

Take notice that the conditions of sale may be inspected at the office of the Sheriff, Seshego, which conditions of sale contains the following terms:

1. 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.

2. Neither the Plaintiff nor the Defendant or the Sheriff of the Magistrates Court has made any representations or guarantees relating to the property which will be sold voetstoots.

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

Signed at Pietersburg on this 12th day of December 2001.

M. L. Prinsloo, for Dewald Myburgh Attorneys, 17A Biccard Street, PO Box 3951, Pietersburg. [Tel: (015) 295-6414.] (Ref: D Myburgh/DJ/P644/99.)

Case Number: 6583/99

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

**In the matter between PIETERSBURG POLOKWANE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and  
NELSON, MATOME PHEEHA, Defendant**

In pursuance of a judgment in the Seshego Court and writ of execution dated 30/08/2001, the following immovable property will be sold in execution on the 31/01/2002 at 10h00, at the Clerk of the Court, Seshego, to the highest bidder:

To wit: Erf 8098, Seshego-F Township, Registration Division LS, Northern Province, by extent 750 sq meter, held by Title Deed TG43459/1997LB, better known as Stand 8098, Zone F, Seshego.

*Improvements:* Vacant stand.

*Zoned:* Residential (the accuracy hereof cannot be guaranteed).

Take notice that the conditions of sale may be inspected at the office of the Sheriff, Seshego, which conditions of sale contains the following terms:

1. 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.

2. Neither the Plaintiff nor the Defendant or the Sheriff of the Magistrates Court has made any representations or guarantees relating to the property which will be sold voetstoots.

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

Signed at Pietersburg on this 29th day of November 2001.

M. L. Prinsloo, for Dewald Myburgh Attorneys, 17A Biccard Street, PO Box 3951, Pietersburg. [Tel: (015) 295-6414.] (Ref: D Myburgh/DJ/P268.)

**Saak No. 5342/2000**

IN DIE LANDDROSHOF VIR DIE DISTRIK THABAZIMBI GEHOU TE THABAZIMBI

**In die saak tussen: ABSA BANK BEPERK, Eiser, en XOLELIA EDWARD SIKWEBU, Eerste Verweerder, en NOBLE HOMES BK, Tweede Verweerder**

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie sal hierdie ondervermelde eiendom geregelik verkoop word op 22 Februarie 2002 om 10:00 te Landdroskantoor, 4de Laan, Thabazimbi, aan die persoon wie die hoogste aanbod maak, nl:

*Sekere:* Erf 526, geleë in die dorpsgebied, Regorogile, Registrasie Afdeling K.Q., Transvaal, bestaande uit woonhuis met teëldak, groot: 354 (drie vyf vier) vierkante meter, gehou kragtens Akte van Transport: T51146/90, beter bekend as Erf 526, geleë in die dorpsgebied Regorogile.

Die verkoopsvoorwaardes, wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju, Thabazimbi.

Die belangrikste voorwaardes daarin vervat is die volgende: Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die Verbandhouders soos uiteengesit in die verkoopsvoorwaardes wat ter insae lê by die kantore van die Balju, Thabazimbi, by die Klerk van die Hof, Thabazimbi, en by die Eiser se prokureurs, J. F. van Graan & Van der Wateren, Van der Bijlstraat 61, Thabazimbi.

Gedateer te Rustenburg op die 29ste dag van Desember 2001.

Breytenbach Prinsloo Ingelyf, p/a JF van Graan & Van der Wateren, Eiser se Prokureur, Van der Bijlstraat 61, Thabazimbi, 0380; Posbus 107, Thabazimbi, 0380. [Tel. (014) 777-1611.] (Verw. Mnr. V.d. Wateren/Mev. Koekemoer/B733.)

**Saaknr. 2780/01**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PHALABORWA GEHOU TE PHALABORWA

**In die saak tussen: ABSA BANK BEPERK, Eiser, en Mnr. C. VAN DER LINDE, 1ste Verweerder, Mev. E. VAN DER LINDE, 2de Verweerder**

Uit kragte van 'n vonnis van die Landdroshof, Phalaborwa, en kragtens 'n lasbrief vir eksekusie gedateer 25 September 2001 sal die volgende eiendom per publieke veiling op die 8ste dag van Februarie 2002 om 10:00 voor die Landdroskantoor, Phalaborwa, aan die hoogste bieder verkoop word, naamlik:

Erf 1511, Phalaborwa Dorpsgebied, Registrasie Afdeling L.U., Noordelik Provinsie.

Met alle verbeterings aangebring.

*Vernaamste voorwaardes:*

1. Die eiendom sal sonder reserwe en onderworpe aan die bepalings van die Wet op Landdroshowe en Reëls aan die hoogste bieder verkoop word.

2. Die koper betaal 10% (tien persent) van die koopsom of 'n bedrag van R1 000,00 (eenduisend rand), wat ookal die meeste is, in kontant, onmiddellik na die afloop van die verkoping, aan die Balju betaal. Die balans is betaalbaar teen registrasie van transport van die eiendom in die naam van die koper en betaling daarvan sal verseker word by wyse van 'n bank- of bougenootskapwaarborg. Hierdie waarborg, wat deur die Eiser goedgekeur moet word, moet aan die Balju gelewer word binne 21 (een en twintig) dae na datum van die verkoping.

Voorwaardes van verkoop sal gedurende kantoorure by die kantore van die Balju Landdroshof, Phalaborwa, ter insae lê.

(Get) E. J. Maré, Anton Maré Prokureurs, Posbus 664 (Docex 2), Wilgerlaan, Phalaborwa, 1390. (Verw. Mnr. E. J. Maré/lm/A14224.)

Case No. 15588/99

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and MALOSE ANDRIES MAKHAFOLA, 1st Defendant,  
RAESIBE LINAH MAKHAFOLA, 2nd Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Mokerong, Mahwelereng, on the 1st day of February 2002 at 10h00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Morekong, 64 Rabe Street, Potgietersrus, and will also be read out by the Sheriff prior to the sale in execution.

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

*Property:* Site 1432, situate in the Township of Mahwelereng, Zone 1, District of Mokerong, measuring 516 square metres.

*Improvements:* 3 bedrooms, 2 bathrooms, kitchen, lounge, dining room, study.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Reference: Du Plooy/ELR/GT6416.)

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**NORTH WEST  
NOORDWES**

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Case No. 22417/2001

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

**In the matter between NORTH WEST DEVELOPMENT CORPORATION (under Judicial Management),  
Execution Creditor, and Mr SEATE BETHUEL RABAJI, Execution Debtor**

Persuant to a judgment of the Magistrate's Court for the district of Rustenburg and warrant of execution dated 21 November 2001, the under mentioned property will be sold in execution to the highest bidder, on the 1st February 2001 at 10h00 in front of the Magistrate's Offices, Thlabane namely:

Erf 2933 in the town Thlabane-3, Registration Division JQ, Province of North-West, known as Erf 2933, Thlabane-3, measuring 624 (six two four) square meters, held by Deed of Transfer TG57291/1997.

The conditions of sale will be announced immediately prior to the sale and will also be available for inspection at the offices of Messrs Bonthuys Bezuidenhout Incorporated, 28 Kruis Street, Rustenburg, the Sheriff of the Magistrate's Court Thlabane and the Clerk of the Court Thlabane/Rustenburg.

The most important conditions contained therein are: The purchase prices shall be paid cash as to 10% (ten per centum) thereof at the time of the sale and the full balance thereof together with interest at the current rate referred to in the warrant of execution on the amount of the Plaintiff's claim from the date of sale to the date of transfer shall be secured by bank or building society guarantee in form acceptable to Plaintiff's conveyancers. The guarantee shall be delivered by the purchaser to the Messenger within 30 (thirty) days of sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

Signed at Rustenburg on this 14th day of December 2001.

Bonthuys Bezuidenhout Inc., 28 Kruis Street, Rustenburg. [Tel. (014) 594-1595.] (Ref. Mrs Bezuidenhout/Cindi Campbell/RN0009.)

Saak No. 7974/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

**In die saak tussen BJ MOLOTO, Eiser, en Z TSHEPE, Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 15 Augustus 2000 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom om 10:30 op 18 Januarie 2002 voor Landdroshofgebou, Van Riebeeckstraat, Potchefstroom, geregtelik verkoop sal word, naamlik:

Erf 5968, Ikageng, Potchefstroom, Registrasie Afdeling I.Q., Provinsie Noordwes, soos gehou kragtens Titellakte Nr TL73514/1988, en neem verder kennis dat die voorwaardes by die kantore van die Balju, ter insae lê. Dit behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling in kontant betaalbaar plus afslaerskommissie.



2. Balans koopsom, plus rente binne 30 (dertig) dae vanaf datum van veiling in kontant of gewaarborg te word.

3. Besit onderhewig aan enige huurkontrak.

Gedateer te Potchefstroom op hede die 14de dag van Desember 2001.

Moodie Prokureurs, Du Plooystraat 78, Posbus 2, Potchefstroom, 2520. [Tel. (018) 293-0562/3/4.]

**Case No. 259/98**

IN THE HIGH COURT OF SOUTH AFRICA  
(BOPHUTHATSWANA PROVINCIAL DIVISION)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA, Execution Creditor, and  
JOHANNES SEFAKO MOLEBATSI, Execution Debtor**

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Deputy Sheriff for the High Court of South Africa (Bophuthatswana Provincial Division), at 1312 Thelesho Tawana Street, Mmabatho on the 6th day of February 2002 at 10h00, of the undermentioned immovable property of the Execution Debtor, on the conditions to be read out by the Sheriff at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff, High Court, Molopo:

**Address:** Site 297, Unit 2 Township, Mmabatho, District Molopo, extent 876 (eight hundred and seventy six) square metres, held by virtue of Deed of Grant No. 2905/1981BP.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A brick dwelling.

**Terms:** The full purchase price payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall, on the day of the sale pay 5% (five percent) auctioneer's charges on the proceeds of the sale up to a price of R30 000,00 and thereafter 3% (three percent) provided that the minimum amount payable shall be R300,00 and the maximum amount R7 000,00.

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

Van Onselen & Van Rooyen Inc., Plaintiff's Attorneys, 9 Proctor Street, Mafikeng, 2745. (Ref. JVO/AvR/JF49/98.)

**Saak No. 7129/01**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

**In die saak tussen ABSA BANK BEPERK, Eiser, en F J SMIT, Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 1 Oktober 2001 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom op 8 Februarie 2002 om 10h00, te Kampstraat 145, Potchefstroom, aan die hoogste bieder geregtelik verkoop sal word, naamlik:

Resterende Gedeelte van Erf 715, geleë in die dorp Potchefstroom, Registrasie Afdeling I.Q., Provinsie Noordwes, groot 1 428 (een vier twee agt) vierkante meter.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Wolmaransstraat 86, Potchefstroom, ter insae lê en behels onder andere die volgende:

1. Tien persent van die koopsom is betaalbaar by ondertekening van die voorwaardes van verkoop.

2. Balans koopsom, plus rente binne 30 (dertig) dae vanaf datum van veiling.

3. Besit onderhewig aan enige huurkontrak.

Gedateer te Potchefstroom op hede 12de dag van Desember 2001.

GJS Coetzee, Gerrit Coetzee, Prokureurs vir Eiser, Lombardstraat 62, Potchefstroom. (Verw. Coetzee/tc/A43.01.)

**Saak Nr. 35844/99**

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

**In die saak tussen: DIE STANDARD BANK VAN SUID-AFRIKA BEPERK, Eiser (62/00738/06), en VAN ZYL, CASPER JACOBUS N.O., ID. 3708245025007, Eerste Verweerder, VAN ZYL, JACOMINA CHRISTINA JACOBA N.O., ID. 3808310066082, Tweede Verweerder, VAN ZYL, CASPER JACOBUS, ID. 3708245025007, Derde Verweerder, VAN ZYL, JACOMINA CHRISTINA JACOBA, ID. 3808310066082, Vierde Verweerder**

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n Lasbrief vir Eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 1 Februarie 2002 om 10:00 deur die Balju vir die Hooggeregshof, Potchefstroom, voor die hoofingang van die Landdroshof, Van Riebeeckstraat, Potchefstroom, aan die hoogste bieder:

Gedeelte 128 (ged van Ged 1) van die plaas Oudedorp 376, Registrasie Afdeling: IQ Noord-Wes Provinsie, groot: 9,6352 hektaar, gehou kragtens Akte van Transport T50259/1995.

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

**Ligging:** Vanaf Potchefstroom neem die Carletonville pad en ry vir ongeveer 13 kilometers en is die landbouhoewe "Oudedorp" aan die linkerkant van die hoofpad geleë.

**Verbeterings:** Woonhuis met 9 woonvertrekke, kombuis, 6 slaapkamers, 5 badkamers, linnekamer, gimnasium, wynkelder, 3 huishulpkamers, 3 garages, motorafdak, aantrekkamer, badkamer, sinkstoor en melkstal, lapa, swembad, motorafdak, boorgat asook 'n woonstel wat bestaan uit 'n woonkamer, kombuis, slaapkamer en badkamer.

**Reserweprys:** Die eiendom word sonder reserweprys verkoop.

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

**Afslaerskoste:** Betaalbaar deur die Koper op die dag van verkoping.

**Verkoopsvoorwaardes:** Dit lê ter insae by die Kantoor van die Balju vir die Hooggeregshof: Potchefstroom te Borriusstraat 20, Potchefstroom.

Gedateer te Pretoria hierdie 3de dag van Januarie 2002.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, 2de Vloer, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. Verw: V Rensburg/BVDM/S1234/1445. Tel: 012 322 4401.

**Saaknommer: 71/98**

#### IN DIE LANDDROSHOF IN DIE DISTRIK SWARTRUGGENS GEHOU TE SWARTRUGGENS

**In die saak tussen: KGETLENGRIVIER PLAASLIKE MUNISIPALITEIT, Eiser, en  
MEV TINY JOHANNA MEDUPE, Vonnisskuldenaar**

As gevolg van 'n Vonnis van die Landdroshof Swartuggens en 'n Lasbrief vir Eksekusie gedateer 5-5-1998 sal die volgende eiendom verkoop word op 'n eksekusie op 25-1-2002 om 12h00 voor die Landdroskantoor, Jan van Riebeeckstraat, Swartuggens:

- 1) Erf 452, geleë in die dorpsgebied Rodeon, Registrasie Afdeling J.P., provinsie Noord Wes; groot: 2677 Vierkante meter.
- 2) Erf 457, geleë in die dorpsgebied Rodeon, Registrasie Afdeling J.P., provinsie Noord Wes; groot: 2677 Vierkante meter.
1. Die eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalinge van die Landdros hof wet en reëls daarvolgens neergelê en voorwaardes van die titelakte asook die verkoopsvoorwaardes waarna verwys word in Paragraaf 4 hiervan.
2. Daar is geen verbeterings nie.
3. Die koopprys is betaalbaar in kontant op datum van verkoping en sal die Koper ook aanspreeklik wees vir die betaling van die Afslaerskommissie en die B T W daarop.
4. Die volledige verkoopsvoorwaardes sal deur die Balju van die Hof uitgelees word voor die verkoping en lê ter insae by sy kantoor en by Eiser se prokureur se kantoor.

Aldus gedoen en geteken te Koster op hierdie 26ste dag van Oktober 2001.

(Get.) J Bisschoff, Bisschoff Prokureur, Eiser se Prokureur, Jamesonweg, Posbus 1, Koster. Tel.: 014 5342000/1.

**Saaknommer: 1807/01**

#### DIE LANDDROSHOF VIR DIE DISTRIK VAN CALEDON GEHOU TE CALEDON

**In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en LAMBERT HENDRIK FICK,  
1ste Eksekusieskuldenaar, GETRUIDA JOHANNA FICK, 2de Eksekusieskuldenaar**

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Caledon op 30 Augustus 2001 sal die onderstaande eiendom om 09h30 op 30 Januarie 2002 te Rivierstraat 18, Potchefstroom, geregtelik verkoop word aan die hoogste bieder, naamlik:

Gedeelte 7 van Erf 217, geleë in die dorpsgebied Potchefstroom, Afdeling IQ, Provinsie Noordwes.

Groot: 1094 (een duisend vier-en-negentig) vierkante meter.

Gehou: T131933/1998.

Verbandakte: B93445/98.

Die belangrikste voorwaardes daarin vervat is die volgende:

1. Die Eiendom sal nie verkoop word nie tensy die opbrengs daarvan by die verkoping genoegsaam is om die eise van die voorkeur skuldeiser, synde ABSA Bank Beperk, wat 'n eerste verband oor die Eiendom hou, ten volle te betaal in die bedrag wat hiermee uiteengesit word, of tensy die genoemde voorkeur skuldeiser die verkoping skriftelik bekragtig.

2. Die verkoping is onderhewig aan die bepalings van die Wet op Landdroshowe, Nr. 32 van 1944 en die Reëls wat daarkragtens uitgevaardig is.

Gedateer te Caledon op die 11de dag van Desember 2001.

(Get) JAL van Zyl, Eiser se Prokureurs, Guthrie & Theron, h/v 2de Street en Hoofweg, Kleinmond, 7195. Tel: (028) 271 3031. Docex: Docex 1 Caledon. Verw: JALVZ. Lêernr: HA0012.

Balju van die Hof.

**Saak No. 10864/01**

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

**In die saak tussen BOE BANK BEPERK, Eiser, en J. F. GROBLER N.O., Eerste Verweerder, R.A. FOURIE N.O., Tweede Verweerder, en R. A. FOURIE, Derde Verweerder**

Ter uitwinning van 'n vonnis van die Landdroshof te Rustenburg, en 'n lasbrief vir eksekusie gedateer 13 September 2001, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Landdroskantoor, Rustenburg, op 1 Februarie 2002 om 11:00, van die ondervermelde eiendomme van die Verweerders op die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Kloof Afslaers, p/a Van Velden-Duffey, 2de Vloer, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg, die Balju van die Landdroshof, Smitslaan 30, Rustenburg, en die Klerk van die Hof, Landdroshof, Rustenburg, voor die verkoping ter insae sal lê:

Erf 2424, in die dorp Geelhoutpark Uitbreiding 6, Registrasieafdeling J.Q., provinsie Noordwes, groot 1 176 vierkante meter, gehou kragtens Akte van Transport T112755/96 (bekend as Penderinglaan 173, Rustenburg).

Gedeelte 70 ('n gedeelte van Gedeelte 16) van die plaas Tweerivier 197, Registrasieafdeling J.Q., provinsie Noordwes, groot 334,8345 hektaar, gehou kragtens Akte van Transport T21191/96.

Gedeelte 42 ('n gedeelte van Gedeelte 15) van die plaas Tweerivier 197, Registrasieafdeling J.Q., provinsie Noordwes, groot 171,3064 hektaar, gehou kragtens Akte van Transport T120043/97.

Resterende Gedeelte van Gedeelte 150 ('n gedeelte van Gedeelte 18) van die plaas Tweerivier 197, Registrasie Divisie J.Q., provinsie Noordwes, groot 171, 7426 hektaar, gehou kragtens Akte van Transport T120043/97.

Resterende Gedeelte van Gedeelte 16 ('n gedeelte van Gedeelte 8) van die plaas Tweerivier 197, Registrasie Divisie J.Q., provinsie Noordwes, groot 118,9810 hektaar, gehou kragtens Akte van Transport T120044/97.

Gedeelte 41 ('n gedeelte van Gedeelte 15) van die plaas Tweerivier 197, Registrasie Divisie J.Q., provinsie Noordwes, groot 130,1929 hektaar, gehou kragtens Akte van Transport T27912/97.

**Terme:** Tien persent van die verkoopprijs en afslaersgelde plus BTW in kontant op die dag van die verkoping en die balans plus rente teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap of ander aanneembare waarborg binne veertien dae vanaf verkoping verskaf word.

Geteken te Rustenburg hierdie 27ste dag van Desember 2001.

Van Velden-Duffey Ingelyf, Prokureur vir Eiser, 2de Vloer, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg. (Ver. IK/VHJ Krüger/T. Coetzee/IB0028.)

**Saak No. 9371/00**

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en TATLHEGO MOSIMANYANA, Verweerder**

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 12 Januarie 2001, sal hierdie ondervermelde eiendom geregtelik verkoop word op 15 Februarie 2002 om 11:00, voor die Landdroskantoor, Rustenburg, aan die persoon wie die hoogste aanbod maak nl:

Sekere Erf 10073, in die Dorpsgebied Boitekong Uitbreiding 9, Registrasieafdeling J.Q., provinsie Noordwes.

**Bestaande uit:** Woonhuis bestaande uit 2 slaapkamers, 1 badkamer, kombuis en sitkamer met teëldak, groot 240 (twee vier nul) vierkante meter, gehou kragtens Akte van Transport T111180/98.

**Beter bekend as:** Erf 10073, Boitekong Uitbreiding 9.

Die verkoopsvoorwaardes, wat onmiddellik voor die verkoping gelees sal word lê ter insae by die kantoor van die Balju, Rustenburg.

Die belangrikste voorwaardes daarin vervat is die volgende:

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die Verbandhouer soos uiteengesit in die verkoopsvoorwaardes wat ter insae lê by die kantore van die Balju, Rustenburg, by die Klerk van die Hof, Rustenburg, en by die Eiser se prokureurs, Breytenbach Prinsloo Ingelyf, Burgerstraat 122, Rustenburg.

Gedateer te Rustenburg op die 5de dag van November 2001.

Breytenbach Prinsloo Ing., Eiser se Prokureur, Burgerstraat 122, Rustenburg, 0299; Posbus 75, Rustenburg, 0300. [Tel. (014) 592-0424.] (Verw. mev. Jonker/Chantal/A0544/1/AM35.)



Saak No. 3490/1999

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

**In die saak tussen S C J BOTHA, h/a WASB OMHEININGS, Eksekusieskuldeiser, en  
TEBOGO P. KALE, Eksekusieskuldenaar**

Ingevolge 'n vonnis toegestaan in die Hof van die Landdros van Brits, op 28 Julie 1999, sal die onderstaande eiendom om 09:00, op 1 Februarie 2002, te Die Baljukantoor, Smutsstraat 9, Brits, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word beskryf as: Erf 1036, Lethlabile-A, Registrasieafdeling J.Q., provinsie Noord-Wes, groot 303 (drie nul drie) vierkante meter, gehou kragtens Akte van Transport T52145/1992.

Die belangrikste voorwaardes daarin vervat is die volgende: Verkoopsvoorwaardes by die Balju, Brits beskikbaar.

Gedateer te Brits op die 26ste dag van November 2001.

(Get.) C. J. Janse van Rensburg, vir Balt, Van Rensburg & Lombard Prokureurs, Eiser se Prokureurs, Van Veldenstraat 40, Brits, 0250. [Tel. (012) 252-4136/7.] (Docex 17, Brits.) (Verw. JJVR/adb.) (Lêer No. JW0008.)

Balju van die Hof.

Saak No. 1427/01

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

**In die saak tussen NEDCOR BANK (BPK), Eiser, en MOGWERA DANIEL TAUNYANE, Verweerder**

Ingevolge 'n uitspraak van die Landdroshof van Lichtenburg, en lasbrief vir eksekusie teen goed met datum 6 Augustus 2001, sal die ondervermelde eiendom op Donderdag, die 7de dag van Februarie 2002 om 11:00, deur die Balju van die Landdroshof, Lichtenburg, te Karel Rhooedestraat 14, Lichtenburg, aan die hoogste bieder verkoop word, naamlik:

Erf 1427, Lichtenburg, groot 1 232 vierkante meter, ook bekend as Karel Rhooedestraat 14, Lichtenburg.

Onderhewig aan die volgende voorwaardes:

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

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

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

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

Gedateer te Klerksdorp op hierdie 3de dag van Desember 2001.

(Get.) A. H. Snyman, vir Oosthuizen Du Plooy & Vennote, 3de Vloer, Eerste Nasionale Bankgebou, Kerkstraat 58 (Posbus 22), Klerksdorp. (Ref. AHS/RM/T1.01.)

Saak No. 21411/2001

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

**In die saak tussen N B S 'n divisie van BOE BANK BEPERK, Eiser, en DAVID JACOBUS VAN STADEN,  
Eerste Verweerder, en SANDRA VAN STADEN, Tweede Verweerder**

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof, gedateer 9 Oktober 2001 en daarop-volgende lasbrief vir eksekusie, die hiernagemelde eiendom om 09:00 op 15 Februarie 2002, te die eiendom, geregtelik verkoop sal word, naamlik:

Erf 2253, Stilfontein Uitbreiding 4 Dorpsgebied, Registrasieafdeling I P, provinsie Noordwes, groot 996 vierkante meter, gehou kragtens Akte van Transport T115836/97, ook bekend as Doornstraat 32, Stilfontein, en neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Delverstraat 53, Klerksdorp, ter insae lê en onder andere die volgende behels:

1. Tien persent van die koopsom op datum van veiling.

2. Balans van die koopsom, plus rente, binne 14 (veertien) dae vanaf datum van veiling.

3. Besit onderhewig aan enige bestaande huurkontrak.

Gedateer te Klerksdorp op hede die 29ste dag van November 2001.

Botha De Wet & Rood, Prokureurs vir Eiser, Regsforum Gebou, Pretoriastraat 8, Klerksdorp; Posbus 33, Klerksdorp, 2570. [Tel. (018) 462-3751.] (Verw. mn. A. Mitchell/HS/NB9978.)

Aan: Die Balju van die Landdroshof.

Case No. 3578/00

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and MRS LEBOHANG YVONNE MATLAKALE, Defendant**

Be pleased to take notice that the Sheriff, Molopo, intends to offer for sale, pursuant to a Judgment dated the 11 August 2000 and Attachment dated 22 October 2001, the immovable property listed hereunder to the highest bidder by public auction on 6 February 2002 at 10h00 at 24 James Watt Crescent, Industrial Sites, Mafikeng, subject to the conditions mentioned hereunder:

*Certain:* Site 3408, Unit 10, Mmabatho.

*Situate:* In the District of Molopo.

*Measuring:* 351 m<sup>2</sup> (three hundred and fifty one) square metres.

*Held:* Under Deed of Transfer No. T7/98.

*Improvements:* A residential home with three bedrooms, lounge, kitchen, bathroom and garage.

*The premier conditions are the following:*

(a) The property/grant of leasehold shall be sold "voetstoots" and without reserve to the highest bidder and the sale shall be subject to the conditions of Section 56 of the Magistrate's Court Act, to the approval of the First Mortgagor NEDCOR BANK LIMITED and to the Conditions of Sale in Execution.

(b) 10% (Ten per centum) of the purchase price will be paid in cash to the Judgment Creditor directly after the sale and the balance of the purchase price plus interest thereon on date of transfer, secured by an approval Bank or Building Society Guarantee within 21 (twenty one) days from the date of sale.

(c) The improvements alleged to be affixed to the property are not guaranteed.

(d) Immediately on acceptance the purchaser's offer, the purchaser shall be obliged to sign the Conditions of Sale.

(e) The purchaser will be responsible for payment of transfer costs, transfer duty, fees, stamps (if any), any arrear rates, levies, water and electricity charges and tax, as well as any other charges necessary to effect transfer.

(f) The Conditions of Sale in Execution may be inspected during office hours at the office of the Sheriff, 24 James Watt Crescent, Industrial Sites, Mafikeng, Tel (018) 381 0030.

Dated at Mafikeng on this 8th January 2002.

Smit Stanton Motlhabani Inc., Attorneys for Plaintiff, 29 Warren Street, Mafikeng. (Ref: Mr Smit/N0038/76.)

Case No: 361/2001

## IN THE HIGH COURT OF SOUTH AFRICA

(Bophuthatswana Provincial Division)

**In the matter between: STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and KEBINATLOU PAYMENT MOKALANE (No.: 6206170102405), Defendant**

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Deputy Sheriff for the High Court of South Africa (Bophuthatswana Provincial Division), at 1312 Thelesho Tawana Street, Mmabatho on the 6th day of February 2002 at 10h00, of the undermentioned immovable property of the Defendant, on the Conditions to be read out by the Sheriff at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff, High Court, Molopo.

*Address:* Site 4059, Unit 12, Township Mmabatho, district Molopo.

*Extent:* 361 (three hundred and sixty one) square metres.

*Held:* Held by virtue of Title Deed No.: T581/1996.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A brick dwelling consisting of 2 living rooms, 3 bedrooms, 1 bathroom.

*Terms:* The full purchase price payable against registration of Transfer, to be secured by Bank or Building Society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall, on the day of the sale pay 5% (five percent) auctioneer's charges on the proceeds of the sale up to a price of R30 000,00 and thereafter 3% (three percent) provided that the minimum amount payable shall be R300,00 and the maximum amount R7 000,00.

Dated at Mafikeng on this the 8th day of January 2002.

Van Onselen & Van Rooyen Inc., Plaintiff's Attorneys, 9 Proctor Street, Mafikeng, 2745. Ref.: JVO/AvR/JS178/2001.

Case No: 5132/2000

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and SEKOAI MICHAEL MOTSAPI (ID NO.: 5401195712083), Defendant**

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Sheriff for the Magistrate's Court for the district of Molopo, at the office for the Magistrate's Court, 24 James Watt Crescent, Industrial Sites, Mafikeng on the 6th day of February 2002 at 10h00, of the undermentioned immovable property of the Defendant, on the Conditions to be read out by the Sheriff at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff, Magistrate's Court, 24 James Watt Crescent, Mafikeng.

*Address:* Site 6523, Unit 14, Township Mmabatho, situated in the Municipality Mafikeng, district Molopo.

*Extent:* 350 (three hundred and fifty) square metres.

*Held:* Held by virtue of Title Deed No.: T239/1997.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A brick dwelling.

*Terms:* The full purchase price payable against registration of Transfer, to be secured by Bank or Building Society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall, on the day of the sale pay 5% (five percent) auctioneer's charges on the proceeds of the sale up to a price of R30 000,00 and thereafter 3% (three percent) provided that the minimum amount payable shall be R300,00 and the maximum amount R7 000,00.

Dated at Mafikeng on this the 7th day of January 2002.

Van Onselen & Van Rooyen Inc., Plaintiff's Attorneys, 9 Proctor Street, Mafikeng, 2745. Ref.: JVO/AvR/JA60/2000.

**Case No: 9278/2000**

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and CHERIE MODISE MODISE (ID NO.: 2704030100941), 1st Defendant, and OARABILE ELIZABETH MODISE (ID NO.: 6205020068085), 2nd Defendant**

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Sheriff for the Magistrate's Court, for the district of Molopo, at the office for the Magistrate's Court, 24 James Watt Crescent, Industrial Sites, Mafikeng on the 6th day of February 2002 at 10h00, of the undermentioned immovable property of the Defendants, on the Conditions to be read out by the Sheriff at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff, Magistrate's Court, 24 James Watt Crescent, Mafikeng.

*Address:* Site 5342, Mafikeng Extension 38, situated in the Municipality Mafikeng, district North West.

*Extent:* 282 (two hundred and eighty two) square metres.

*Held:* Held by virtue of Deed of Transfer No.: T2395/1998.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A brick dwelling.

*Terms:* The full purchase price payable against registration of Transfer, to be secured by Bank or Building Society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall, on the day of the sale pay 5% (five percent) auctioneer's charges on the proceeds of the sale up to a price of R30 000,00 and thereafter 3% (three percent) provided that the minimum amount payable shall be R300,00 and the maximum amount R7 000,00.

Dated at Mafikeng on this the 7th day of January 2002.

Van Onselen & Van Rooyen Inc., Plaintiff's Attorneys, 9 Proctor Street, Mafikeng, 2745. Ref.: JVO/AvR/JA87/2000.

**Case No: 2039/2001**

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and TSHEPO MOSES SESEDI (ID No.: 690501 6063 08 7), Defendant**

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Sheriff for the Magistrate's Court for the District of Molopo, at the office for the Magistrate's Court, 24 James Watt Crescent, Industrial Sites, Mafikeng, on the 6th day of February 2002 at 10h00, of the undermentioned immovable property of the Defendant, on the conditions to be read out by the Sheriff at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff, Magistrate's Court, 24 James Watt Crescent, Mafikeng.

*Address:* Site: 6141, Unit 14, Township Mmabatho, situated in the Municipality Mafikeng, Province North West, extent 350 (three hundred and fifty) square metres, held by virtue of Deed of Grant No.: T4815/1997.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A brick dwelling.

*Terms:* The full purchase price payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall, on the day of the sale pay 5% (five percent) auctioneer's charges on the proceeds of the sale up to a price of R30 000,00 and thereafter 3% (three percent) provided that the minimum amount payable shall be R300,00 and the maximum amount of R7 000,00.

Dated at Mafikeng on this 7th day of January 2002.

Van Onselen & Van Rooyen Inc., Plaintiff's Attorneys, 9 Proctor Street, Mafikeng, 2745. (Ref: JVO/AvR/JA19/2001.)



Case No: 5132/2000

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and SEKOAI MICHAEL MOTSAPI  
(ID No.: 5401195712083), Defendant**

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Sheriff for the Magistrate's Court for the District of Molopo, at the office for the Magistrate's Court, 24 James Watt Crescent, Industrial Sites, Mafikeng, on the 6th day of February 2002 at 10h00, of the undermentioned immovable property of the Defendant, on the conditions to be read out by the Sheriff at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff, Magistrate's Court, 24 James Watt Crescent, Mafikeng.

**Address:** Site: 6523, Unit 14, Township Mmabatho, situated in the Municipality Mafikeng, District Molopo, extent 350 (three hundred and fifty) square metres, held by virtue of Deed of Grant No. T239/1997.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A brick dwelling.

**Terms:** The full purchase price payable against registration of transfer, to be secured by bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall, on the day of the sale pay 5% (five percent) auctioneer's charges on the proceeds of the sale up to a price of R30 000,00 and thereafter 3% (three percent) provided that the minimum amount payable shall be R300,00 and the maximum amount R7 000,00.

Dated at Mafikeng on this the 7th day of January 2002.

Van Onselen & Van Rooyen Inc., Plaintiff's Attorneys, 9 Proctor Street, Mafikeng, 2745. (Ref: JVO/AvR/JA60/2000.)

Saak No: 6693/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

**In die saak tussen ABSA BANK BEPERK, Eiser, en WJ & CC KLOPPER, Verweerder**

Geliewe kennis e neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 27 September 2001 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 24 Januarie 2002 om 10h00, te Kockstraat 163, Potchefstroom, aan die hoogste bieder geregtelik verkoop sal word, naamlik:

Gedeelte 3 van Erf 612, geleë in die dorp Potchefstroom, Registrasie Afdeling I.Q., provinsie Noordwes, groot 700 (sewe nul nul) vierkante meter.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Wolmaransstraat 86, Potchefstroom, ter insae lê en behels onder andere die volgende:

1. Tien persent van die koopsom is betaalbaar by ondertekening van die voorwaardes van verkoop.
2. Balans koopsom, plus rente binne 30 (dertig) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.

Geteken te Potchefstroom op hierdie 28ste dag van November 2001.

G. J. S. Coetzee, vir Gerrit Coetzee, Prokureurs vir Eiser, Lombardstraat 62, Potchefstroom. (Verw.: Coetzee/tc/A40.01.)

Saak No. 17322/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

**In die saak tussen: ABSA BANK BEPERK, Eiser, en JAKOBUS SCHOLTZ, Eerste Verweerder,  
BELINDA-LEE SCHOLTZ, Tweede Verweerder**

Ingevolge uitspraak van die Landdros van Klerksdorp en lasbrief vir eksekusie met datum 01/06/2001 sal die ondergemelde eiendom op Vrydag, 8 Februarie 2002 om 9h00 by Tugelastraat 13, Stilfontein aan die hoogste bieder verkoop word, naamlik:

Erf 3494, Stilfontein Uitbreiding 4 Dorpsgebied, Registrasie Afdeling I.P., Noordwes Provinsie, groot 878 (agthonderd agt-en-sewentig) vierkante meter, gehou kragtens Transportakte Nr. T87247/95.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van Artikel 66 van die Landdroshof Wet van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die Eerste Verbandhouer, ABSA Bank Beperk.

2. Die koopprijs sal betaalbaar wees teen betaling van 'n bedrag van 10% van die koopprijs in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans sal binne 21 (een en twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bankwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees: Woonhuis bestaande uit: 3 slaapkamers, ingangsportaal, sitkamer, eetkamer, 1 badkamer, kombuis en buitegeboue.

4. **Voorwaardes:** Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Bode van die Hof, te Stilfontein, nagesien word.

Geteken te Klerksdorp hierdie 3de dag van Januarie 2002.

(Get). D. J. Joubert, Meyer Van Sittert & Kropman, Prokureurs vir Eiser, S A Permanente Gebou, Boomstraat, Klerksdorp, 2570.

Case No. 7949/2001

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

**In the matter between: FBC FIDELITY BANK LIMITED, Plaintiff, and DAVID MAKGAKWE MALEPE, First Defendant, SEGOMOTSO PRISCILLA MALEPE, Second Defendant**

In execution of a judgment of the Magistrate's Court for the District of Molopo held at Mmabatho, in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Court at the Sheriff's premises at 24 James Watt Crescent, Industrial Sites, Mafikeng, on Wednesday, 6th February 2002 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the Sheriff of Court at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff of Court at the Sheriff's premises at 24 James Watt Crescent, Industrial Sites, Mafikeng.

**Address:** Site 4754, Unit 13, Township Mmabatho, District Molopo, measuring 540 square metres, held by the First and Second Defendants by virtue of Deed of Grant No. T2532/1999.

**Street address:** 4754 Unit 13, Mmabatho.

**Improvements:** Empty stand.

**Terms:** 10% (ten percent) of the purchase price in cash on the day of the sale; balance payable against registration of transfer, to be secured by bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall, on the day of the sale pay 5% (five percent) auctioneer's charges on the proceeds of the sale up to R30 000,00 and thereafter 3% subject to a maximum of R7 000,00 with a minimum of R300,00 auctioneer's charges, plus Value-Added Tax thereon.

Dated at Mafikeng on this 8th day of January 2002.

Signed: D. M. Minchin, Minchin & Kelly Inc., Plaintiff's Attorneys, Kelgor House, 14 Tillard Street (P.O. Box 26), Mafikeng, 2745. [Tel. No. (018) 381-2910-3.] (Ref: Mr Minchin/mvr/BM2/2001.)

Case Number: 27720/2001

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

**In the matter between: THE AFRICAN BANK LIMITED, Plaintiff, and MOABI: SESEBENG FRANS, Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Mankwe/Madikwe/Bafokeng at the Magistrate's Court, Bafokeng/Thlabane, on Friday, 1 February 2002 at 11h00 of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the High Court, Mankwe/Madikwe/Bafokeng at Shop Nos. 32 and 33 Thlabane Shopping Centre, Thlabane (Cell No. 082 371 6657).

Erf 311, Meriteng 1 Township, Registration Division J.Q., Province of North-West, measuring 260 square metres, held by virtue of Deed of Grant No. TG132885/98.

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

Dated at Pretoria on this 18th day of December 2001.

(Sgd) D. Frances, Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA 6452.)

Case Number: 27723/2001

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

**In the matter between: THE AFRICAN BANK LIMITED, Plaintiff, and MOFOKENG: LEDINGWANA JOSEPH, Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Mankwe/Madikwe/Bafokeng at the Magistrate's Court, Bafokeng/Thlabane, on Friday, 1 February 2002 at 11h00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the High Court, Mankwe/Madikwe/Bafokeng at Shop Nos. 32 and 33, Thlabane Shopping Centre, Thlabane (Cell No. 082 371 6657).

Erf 813, Meriteng 1 Township, Registration Division J.Q., Province of North-West, measuring 250 square metres, held by virtue of Deed of Grant No. TG32671/99.

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

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

(Sgd) D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA6450.)

Case Number: 27724/2001

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

**In the matter between: THE AFRICAN BANK LIMITED, Plaintiff, and LEKETI: SOLOMON, Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale without reserve will be held by the Sheriff of the High Court, Mankwe/Madikwe/Bafokeng, at the Magistrate's Court, Bafokeng/Thlabane, on Friday, 1 February 2002 at 11h00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the High Court, Mankwe/Madikwe/Bafokeng at Shops Nos. 32 and 33, Thlabane Shopping Centre, Thlabane (Cell No. 082 371 6657).

Erf 1009, Meriteng 1 Township, Registration Division J.Q., Province of North-West, measuring 259 square metres, held by virtue of Deed of Grant No. TG108411/98.

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

Dated at Pretoria on this 18th day of December 2001.

(Sgd) D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA6451.)

Case Number: 27722/2001

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

**In the matter between: THE AFRICAN BANK LIMITED, Plaintiff, and JABANE: QAGENG GERT, 1st Defendant,  
JABANE: KESETSELEMANG BELLA, 2nd Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Mankwe/Madikwe/Bafokeng at the Magistrate's Court, Bafokeng/Thlabane, on Friday, 1 February 2002 at 11h00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the High Court, Mankwe/Madikwe/Bafokeng at Shop Nos. 32 and 33, Thlabane Shopping Centre, Thlabane (Cell No. 082 371 6657).

Erf 3114, Meriteng 3 Township, Registration Division J.Q., Province of North-West, measuring 273 square metres, held by Virtue of Deed of Grant No. 135689/98.

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

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

(Sgd) D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA6453.)

Case Number: 8015/2001

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

**In the matter between: THE AFRICAN BANK LIMITED, Plaintiff, and KHESA: JONATHAN LUNGILE, 1st Defendant,  
KHESA: MAUD ALMINA, 2nd Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale without reserve will be held by the Sheriff of the High Court, Mankwe/Madikwe/Bafokeng at the Magistrate's Court, Bafokeng/Thlabane, on Friday, 1 February 2002 at 11h00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the High Court, Mankwe/Madikwe/Bafokeng at Shop Nos. 32 and 33, Thlabane Shopping Centre, Thlabane (Cell No. 082 371 6657).

Erf 642, Meriteng-1 Township, Registration Division J.Q., Province of North-West, measuring 209 square metres, held by virtue of Deed of Grant No. TG41194/99.

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

Dated at Pretoria on this 11th day of December 2001.

(Sgd) D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA6159.)



Case No. 28127/2001

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

**In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and FERREIRA:  
JOAO AVELING, 1st Defendant, FERREIRA: NATIVIDADE, 2nd Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, Brits, at 9 Smuts Street, Brits, on Friday, 1 February 2002 at 8h30, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff, Brits, 9 Smuts Street, Brits.

A unit consisting of:

(a) Section No. 15, as shown and more fully described on Sectional Plan No. SS37/86, in the scheme known as Villa Ifafi, in respect of the land and building or buildings at Ifafi Township, Local Authority: Local Transitional Council of Hartbeespoortdam; of which section the floor area according to the said sectional plan is 128 square metres in extent; and

(b) an undivided share in the common property in the said scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Virtue of Deed of Transfer No. ST119125/98, known as Door No. 15, Villa Ifafi, corner of Kleinste & Mauser Streets, Schoemansville, Hartbeespoort, being the chosen *domicilium citandi et executandi*.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A sectional title unit consisting, *inter alia* of entrance hall, lounge, dining room, kitchen, 3 bedrooms, 2 bathrooms/toilets. *Unit outbuildings*—Garage.

Dated at Pretoria on this 10th day of December 2001.

(Sgd) D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA6461.)

Case Number: 24193/2001

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

**In the matter between: THE AFRICAN BANK LIMITED, Plaintiff, and  
JONGILE: GCINUMZI GANTYA, Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale without reserve will be held by the Sheriff of the High Court, Mankwe/Madikwe/Bafokeng at the Magistrate's Court, Bafokeng/Thlabane, on Friday, 1 February 2002 at 11h00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the High Court, Mankwe/Madikwe/Bafokeng at Shop Nos. 32 and 33, Thlabane Shopping Centre, Thlabane (Cell No. 082 371 6657).

Erf 938, Meriteng 1 Township, Registration Division J.Q., Province of North-West, measuring 262 square metres, held by virtue of Deed of Grant No. TG114213/98.

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

Dated at Pretoria on this 11th day of December 2001.

(Sgd) D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA6416.)

Case No. 6222/2001

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

**In the matter between: THE AFRICAN BANK LIMITED, Plaintiff, and MAMATELA: MOSALA MICHAEL, 1st Defendant,  
MAMATELA: JEMINAH SEIPATI, 2nd Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Mankwe/Madikwe/Bafokeng at the Magistrate's Court, Bafokeng/Thlabane, on Friday, 1 February 2002 at 11h00 of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the High Court, Mankwe/Madikwe/Bafokeng at Shop Nos. 32 and 33 Thlabane Shopping Centre, Thlabane (Cell No. 082 371 6657).

Erf 1060, Meriteng 1 Township, Registration Division J.Q., Province of North-West, measuring 313 square metres, held by virtue of Deed of Grant No. TG56340/99.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling consisting *inter alia* of a lounge, kitchen, 3 bedrooms, 2 bathrooms/toilets.

Dated at Pretoria on this 11th day of December 2001.

(Sgd) D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA6131.)

Case No. 21637/2001  
PH400IN THE HIGH COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)**In the matter between SAAMBOU BANK LIMITED, Execution Creditor, and LE GRANGE: JACOBUS PETRUS,  
1st Execution Debtor, and LE GRANGE: MARIANA, 2nd Execution Debtor**

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 in front of the main entrance to the Magistrate's Court at Van Riebeeck Street, Potchefstroom, on Friday, 15 February 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 of the High Court, 20 Borrius Street, Potchefstroom, prior to the sale:

*Certain:* Erf 676, Baillie Park Extension 5 Township, Registration Division IQ, The Province of North West, measuring 1 236 (one thousand two hundred) square metres, held by Deed of Transfer T15648/1996, situated at 112 Roselt Street, Baillie Park, Potchefstroom.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: 1 entrance hall, lounge, dining-room, 3 bedrooms, 1 bathroom, shower and w.c., kitchen, laundry. Double garage, 1 carport and 1 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 this 8th day of January 2002.

C. de Heus (Snr), Du Plessis De Heus & Van Wyk, Attorneys for Execution Creditor, 72 Woburn Avenue, Benoni. [Tel. (011) 422-24351.] (Ref. Mr De Heus/FN/AB813.)

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**WESTERN CAPE  
WES-KAAP**

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Case No. 23229/99

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

**In the matter between: CITY OF TYGERBERG, Plaintiff, and MRAWU VUYANI VICTOR, Defendant**

In pursuance of judgment granted on 14/04/2000, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 23/01/2002 at 10h00 at Mitchells Plain Court, to the highest bidder:

*Description:* Erf 1877, Khayelitsha, in the City of Tygerberg Municipality, Cape Division, Province Western Cape also known as Iprotiya Road 9, Bongweni 7784, Khayelitsha, in extent (336) swm.

*Improvements:* 1 x single dwelling brick wall under tiled roof consisting of 2 x bedroom, 1 x kitchen/lounge, 1 x bathroom/toilet.

Held by the Defendant in its name under Deed of Transfer No. T93072/96.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15.50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
3. The Purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Mitchells Plain this 4 December 2001.

E Jeary, Plaintiff's Attorneys, Malan Laas & Scholtz Inc., M5 Place, 2A Hibiscus Rd, Durbanville, 7550; P O Box 606, Sanlamhof, 7532. [Tel. (021) 976-0966.] (Ref. EJC/sr/T0500/950.)

Saak No. 31038/00

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

**In die saak tussen: VAN DYK & KIE ING, Eksekusieskuldeiser, en MNR RUDOLPH NEWMAN, Eksekusieskuldenaar**

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof gedateer 01 Augustus 2000 en daaropvolgende lasbrief vir Eksekusie, die hiernagemelde eiendom om 10h00 op 30 Januarie 2002 te Bellville Landdroshof, geregtelik verkoop sal word, naamlik:

Erf 3429, Blue Downs, geleë in die Stad Kaapstad, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 333 (driehonderd drie-en-dertig) vierkante meter, ook bekend as Goldbellstraat No. 40, Hillcrest, Eersterivier, gehou kragtens Akte van Transport T75137/1992.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Bellville, ter insae lê behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling;
2. Balans van koopsom, plus rente teen datum van Transport;
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Parow op hede die 6de dag van Desember 2001.

Per F. J. Van Dyk, Van Dyk & Kie Ing., McIntyrestraat 26, Parow, 7500.

Aan: Die Balju, Bellville.

Saaknommer: 4620/2000

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap die Goeie Hoop)

**In die saak tussen: ABSA BANK BEPERK, Eiser, en JOHANNES GERHARDUS ZEELIE, Eerste Verweerder, en ANTOINETTE MAGDALENA ZEELIE, Tweede Verweerder**

Die volgende eiendom sal in eksekusie verkoop word deur die Balju van die Hooggeregshof, Strands by die perseel geleë te Paul Krugerlaan 11, Somerset-Wes, Wes-Kaap op Vrydag, 1 Februarie 2002 om 10h00, aan die hoogste bieder.

Erf 1478, Somerset-Wes, geleë in die Stad Kaapstad, Stellenbosch Afdeling, Provinsie Wes-Kaap, groot 3 359 (drieduisend driehonderd nege-en-vyftig) vierkante meter, gehou kragtens Transportakte T93712/93.

2. Die volgende verbeterings word aangedui, maar nie gewaarborg nie. Woning met ingangsportaal, sitkamer, gesinskamer, eetkamer, kombuis, 6 slaapkamers, 3 badkamers, waskamer, 5 motorhuise en 1 motorafdek.

3. *Betaling:* 10% (tien persent) van die koopprys moet ten tyde van die Verkoping kontant op per bankgewaarborgde tjek betaal word en die balans (plus rente teen die heersende ABSA Bank verbandkoers bereken op die Vonniskuldeiser se vordering vanaf die datum van Verkoping tot datum van oordrag) teen registrasie van oordrag, welke bedraë verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die Verkoping afgelewer moet word.

4. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

5. *Voorwaardes:* Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Balju voorgelees word en lê ter insae in sy kantoor te BOE Bank Gebou 107, Hoofweg, Strand.

Gedateer te Kaapstad op hierdie 28ste dag van Desember 2001.

De Klerk & Van Gend, per C A Albertyn, Prokureur vir Eiser, ABSAgebou, Adderleystraat 132, Kaapstad. De Klerk & Van Gend Ing/C A Albertyn/4249200/H G BUS 27.

*Navrae:* S A P Dreyer, Balju van die Hooggeregshof, Strand, Posbus 39, Strand, 7140. [Tel. (021) 853-6615.] [Faks. (021) 854-3722.]

Case No. 2430/2001

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

**In the matter between NEDCOR BANK LIMITED, formerly NEDPERM BANK LIMITED, formerly SA PERMANENT BUILDING SOCIETY, Plaintiff, and LUCAS MARTIENS CLOETE, married in community of property to SANDRHA JOAN CLOETE, Defendant**

In terms of a Judgment given in the Magistrates Court at Somerset West on the 11th July 2001 and under a Warrant of Execution issued thereafter, the following immovable property known as:

Erf 1648, Macassar, situate in the City of Cape Town, Division of Stellenbosch, Western Cape Province.

*Measuring:* 319 square metres, held by Deed of Transfer No T39378/87, also known as 34 Fah Street, Macassar.

will be sold in execution on the 5th day of February 2002 at 10h00 at Somerset West Magistrates Court in terms of the Conditions of Sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Somerset West and the undersigned. The material terms of the sale are as follows:



1. The sale shall be subject to the terms and conditions of the Magistrates Court Act and the rules made thereunder.
  2. The Purchaser shall pay 10% of the purchase price immediately after the sale and will provide a Bank or Building Society guarantee acceptable to the Judgment Creditor's Attorneys providing for payment within fourteen days of the balance of the purchase price and interest.
  3. The Purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the Bondholder.
  4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: 3 bedrooms, 2 bathrooms, toilet, 1 lounge, 1 kitchen under asbestos roof.
- Dated at Somerset West this 14th day of December 2001.
- Morkel & De Villiers Inc, Per: P. du Toit, The Forum, 13 Drama Street, Somerset West. Tel. 021-8512928. PO Box 112, Somerset West, 7129.

Saaknr. 23842/01

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

**In die saak tussen: ABSA BANK BEPERK, Eiser, en SEAN VAN VUUREN, Eerste Verweerder,  
TARYN NICOLE VAN VUUREN, Tweede Verweerder**

Kragtens 'n uitspraak van bomelde Agbare Hof en Lasbrief vir Eksekusie, sal die ondervermelde onroerende eiendom per Openbare Veiling verkoop word op Donderdag, 7 Februarie 2002 om 12:00 by Elmwoodslot 41, Parklands, Milnerton.

*Eiendom:* Erf 827, Parklands.

*Straatadres:* Elmwoodslot 41, Parklands, Milnerton.

*Beskrywing:* 3 slaapkamers, 2 motorhuise, sitkamer, eetkamer, badkamer & kombuis.

*Groot:* 528 (vyfhonderd agt en twintig) vierkante meter.

*Gehou:* Kragtens Transportakte T97454/00.

Voormelde eiendom is beswaar met die volgende verband te wete:

Verband No. B62966/00 vir 'n bedrag van R289 681,00 plus 'n addisionele bedrag van R57 936,20 ten gunste van ABSA Bank Beperk.

*Veilingsvoorwaardes:*

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe No. 32 van 1944, soos gewyg. Die eiendom word voetsoots verkoop, onderworpe aan die voorwaardes van die bestaande Titellakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalings van Artikel 66 van voormelde Wet.

2. Een-tiende (1/10) van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n Bank- of Bougenootskapwaarborg, gewaarborg word.

3. Die verkoping is onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Kaapstad.

Gedateer te Bellville op hierdie 11de dag van Desember 2001.

Bellingan-Muller-De Villiers Ing., Per: D A Müller, Edward IV, Edwardstraat 122, Tygervallei. (Verw: D A Müller/AVZ.)

Case No. 26284/01

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and RODERICK HENRY DONELLEY, Defendant**

The following property will be sold in execution at the Wynberg Magistrate's Court on the 1st February 2002 at 10h00 to the highest bidder:

Erf 81744, Cape Town, in the City of Cape Town, Cape Division, Western Cape Province.

*In extent:* 545 (Five Hundred and Forty Five) square metres, held under Deed of Transfer No. T.105752/2000.

*Street address:* 70-6th Avenue, Retreat.

1. The following improvements are reported, but not guaranteed: A brick wall & tiled roof single dwelling consisting of: 1 Lounge, 2 Bedrooms, 1 Kitchen, Bathroom/Toilet and Garage.

2. *Payment:* 10% of the purchase price must be paid in cash or bank guaranteed cheque at the time of the sale, and the balance (plus interest at the current ABSA Bank bond rate calculated on the Plaintiff's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within fourteen (14) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his/her ability to pay the said deposit.

4. The full Conditions of Sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff for Wynberg South - Tel. (021) 761-2820.

Dated at Cape Town on this 12th day of December 2001.

R B Engela, De Klerk & Van Gend, Plaintiff's Attorneys, Absa Bank Building, 132 Adderley Street, Cape Town. Ref: RBE/rt/F233.

Case No. 321/00

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and M N NTSWAYI, 1st Defendant,  
N E NTSWAYI, 2nd Defendant**

The following property will be sold in execution at the Kuils River Magistrate's Court on the 30th January 2002 at 09h00 to the highest bidder:

Erf 2952, Blue Downs, in the Oostenberg Municipality, Stellenbosch Division, Western Cape Province.

*In extent:* 403 (Four Hundred and Three) square metres, held under Deed of Transfer No. T.43612/96.

*Street address:* 66 Lima Street, Blue Downs.

1. The following improvements are reported, but not guaranteed: A tiled roof dwelling consisting of: 1 Lounge, 2 Bedrooms, 1 Kitchen, Bathroom & Toilet, Wendy house in yard.

2. *Payment:* 10% of the purchase price must be paid in cash or bank guaranteed cheque at the time of the sale, and the balance (plus interest at the current ABSA Bank bond rate calculated on the Plaintiff's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within fourteen (14) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his/her ability to pay the said deposit.

4. The full Conditions of Sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff for Kuils River - Tel (021) 948-8326.

Dated at Cape Town on this 12th day of December 2001.

R B Engela, De Klerk & Van Gend, Plaintiff's Attorneys, Absa Bank Building, 132 Adderley Street, Cape Town.  
Ref: RBE/rt/F00006.

Case No. 2990/01

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DIANE-MARIE SAULS, Defendant**

In terms of a Judgment given in the Magistrates Court at Somerset West on the 11 September 2001 and under a Warrant of Execution issued thereafter, the following immovable property known as:

Erf 1498, Macassar, situate in the City of Cape Town, Division of Stellenbosch, Western Cape Province.

*Measuring:* 300 square metres, held by Deed of Transfer No. T 40603/93, also known as 72 Musica Avenue, Macassar will be sold in execution on the 5th day of February 2002 at 10h00 at Somerset West Magistrates Court in terms of the Conditions of Sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Somerset West and the undersigned. The material terms of the sale are as follows:

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

2. The Purchaser shall pay 10% of the purchase price immediately after the sale and will provide a Bank or Building Society guarantee acceptable to the Judgment Creditor's Attorneys providing for payment within fourteen days of the balance of the purchase price and interest.

3. The Purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the Bondholder.

4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: 3 bedrooms, lounge, kitchen, bathroom/toilet, 1 granny flat comprising 2 bedrooms, with bathroom/toilet under asbestos roof.

Dated at Somerset West this 14th day of December 2001.

Morkel & De Villiers Inc, Per: P. du Toit, The Forum, 13 Drama Street, Somerset West. Tel. 021-8512928. PO Box 112, Somerset West, 7129.

Saaknr: 8141/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL

**In die saak tussen: ABSA BANK LIMITED, Eiser, en RICHARD AUGUST, Verweerder,  
MARIAAN AUGUST, 2de Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 30 Oktober 2001 en daaropvolgende Lasbrief vir Eksekusie die hierna gemelde eiendom om 11h00 op 28 Januarie 2002 te die Landdroskantoor, Bergrivier Boulevard, Paarl, geregte verkoop sal word, naamlik:

Erf 19302, Paarl, in die Munisipaliteit en Afdeling Weskaap, groot 135 Vierkante meter, Gehou deur Transportakte Nr T66283/1996, ook bekend as Comflowerstraat 38, Paarl.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Du Toitstraat 40, Paarl, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
  2. Balans koopsom, plus rente teen datum van Transport.
  3. Besit onderhewig aan enige huurkontrak.
- Gedateer te Paarl op hede die 12 Desember 2001.

Faure & Faure, Patriotpersgebou/Building, Hoofstraat 227 Main Street, Paarl. 8711200. Posbus 20/P O Box 20, Paarl, 7622. Verw. SV/DIW00001.

Aan: Die Balju van die Landdroshof.

Saak No. 25051/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WYNBERG GEHOU TE WYNBERG

**In die saak tussen ABSA BANK BEPERK, Eiser, en ANDREW ARENDSE, en MICHELLE ARENDSE, Verweerders**

Die onroerende eiendom hieronder beskryf word op Vrydag, 1 Februarie 2002 om 10h00 by die Wynberg Landdroshof per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Erf 156211, Retreat, Deel Nr 3, soos aangetoon en volledig beskryf op Deelplan Nr SS66/1998 in die skema bekend as the Planes, in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 40 vk. m geleë te The Planes 3A, Chadstraat, Retreat.

*Verbeterings:* 'n Woonstel op grondvloer met 2 slaapkamers, sitkamer, kombuis, badkamer/toilet.

*Verkoopsvoorwaardes:*

1. Die verkoping sal voetstoots geskied, onderworpe aan die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprys is betaalbaar in kontant onmiddellik na verkoping en die balans, met rente, teen registrasie van oordrag.

3. Verdere voorwaardes, wat ten tyde van die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju van die Landdroshof, Wynberg Suid, Electricstraat 9, Wynberg.

*Afslaer:* Die Balju, Landdroshof, Wynberg Suid.

Gedateer te Goodwood hierdie 19de dag van Desember 2001.

P F Vos, Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9221.] (Verw. PFV/N Prins/AB.475.)

Case No. 27730/01

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

**In the matter between: THE BODY CORPORATE LYNWOOD GARDENS, Plaintiff, and SHADRACK DALIKHAYA KONDILE, 1st Defendant, and PINDIWE THEODORAH KONDILE, 2nd Defendant**

In execution of the judgment of the Magistrate's Court for the District of Wynberg in the above matter, a sale will be held in front of the premises at 10h00 on 30 January 2002 of the following property:

(a) Section nos. 91 and 144, Lynwood Gardens, Scheme No. SS203/1982, being Flat No. 501, Lynwood Gardens, Pinetree Avenue, Claremont;

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

1. The sale is subject to the provisions of the Magistrate's Court Act No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may however at his option pay a deposit of ten per cent (10%) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the offices of the Sheriff of the Court, Wynberg.

4. The following improvements are reported to be on the property but nothing is guaranteed: Flat built of bricks under a tiled roof consisting of 2 bedrooms, lounge, kitchen, bathroom and toilet.

Sheriff for the Magistrate's Court, Wynberg.

Dichmont & Thomson, Attorneys for Plaintiff, 101 House Vincent, Ebenezer Road, Wynberg.



Case No. 5684/01

IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

**In the matter between: BOE BANK LIMITED (Reg. No. 51/00847/06), Registration No. 51/00847/06 (through its NBS Division), Execution Creditor, and MUGHAMAD ZAYN ADAMS, Execution Debtor**

In execution of the judgment of the High Court a sale will be held at the Wynberg Court House, on 1 February 2002 at 10h00 am, to the highest bidder:

Erf 84417, Retreat, measuring six hundred and twenty seven square metres, situated at 9 Julius Crescent, Allenby Estate, Retreat, 7945.

*Property description:* A detached semi-double storey brick residential dwelling comprising of lounge, dining room, study, kitchen, 3 bedrooms, 1 and a half bathrooms, 1 shower, 2 toilets, family room, double garage, held by Title Deed: T55704/84.

1. The sale is subject to the terms and conditions hereunder and the property being sold is sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser.

2. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank- marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the High Court.

Dated at Cape Town on 19 December 2001.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel. 418-2020.)

Case No. 6761/00

IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

**In the matter between B O E BANK LIMITED (Reg. No. 51/00847/06) (through its NBS Division), Execution Creditor, and ERF 12687 MILNERTON RIDGE C.C., Execution Debtor**

In execution of the Judgment of the High Court a sale will be held at the site being 85 Milnerton Drive, Milnerton Ridge, Milnerton, on 29 January 2002 at 13h00 pm, to the highest bidder:

*Erf:* 12687, Milnerton.

*Measuring:* Seven hundred and seventy square metres.

*Situate at:* 85 Milnerton Drive, Milnerton Ridge, Milnerton, 7441.

*Property Description:* A face brick single storey residential dwelling under a tiled roof comprising of a lounge, dining room, kitchen, pantry, 3 bedrooms, 2 bathrooms, 2 showers, 2 toilets, double garage.

*Held by Title Deed:* T53062/1998.

1. The sale is subject to the terms and conditions hereunder and the property being sold is sold voetstoots and as it stands and subject to the conditions of the existing Title Deed. The highest bidder shall be the purchaser.

2. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling Building Society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a Bank or Building Society guarantee.

And Subject to the further conditions which may be read out at the time of the Sale and which may be inspected at the offices of the Sheriff of the High Court.

Dated at Cape Town on 19 December 2001.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. Tel: 418 2020. Reference COL/BBS.

Saak Nr 87/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK PORTERVILLE GEHOU TE PORTERVILLE

**Indie saak tussen: BoE BANK BEPERK (Ejser) / FREDERICK JOHANNES SCHOLTZ (Eerste Verweerder) en LORAIN ESTER SCHOLTZ (Tweede Verweerder)**

Ter uitvoering van 'n vonnis van die bovermelde agbare hof gedateer 18 Junie 2001, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 30 Januarie 2002 om 11h00 te Cloetestraat 15, Saron 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 499, Saron; ook bekend as Cloetestraat 15, Saron; Groot 595 vierkante meter; Gehou kragtens Transportakte Nr T 15702/1981.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 'n losstaande woonhuis met sitkamer, eetkamer, gesinskamer, kombuis, 3 slaapkamers, twee vol badkamers, 1 motorhuis asook 'n omheining.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer/Balju, Tulbagh (Tel 082 885 7130).

**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 15.00% 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 die die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopsvoorwaardes:** Die volledige Verkoopvoorwaardes lê ter insae by die kantoor van die Afslaer/Balju, Tulbagh (Tel 082 885 7130).

Gedateer te Paarl hierdie 10de dag van Desember 2001.

BoE Bank Beperk, Hoofstraat 333, Paarl. (Verw.: VKD/cv/1838.)

**Case No: 479/2001**

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

**In the matter between: THE BODY CORPORATE OF COSTA MEWS, Plaintiff, and G W SMITH, Defendant**

The undermentioned property will be sold in execution by public auction at 13 Costa Mews, Costa Da Gama, Muizenberg, on Wednesday, 6th February 2002 at 13h30 to the highest bidder, namely:

**1. A Unit consisting of:**

A. Section 3, as shown and more fully described on Sectional Plan No SS 461/97, in the scheme known as Costa da Gama in respect of the land and building or buildings situate at Muizenberg, in the South Peninsula Municipality of which section the floor area, according to the said Sectional Plan is 31 (Thirty One) Square Metres in extent; and

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

Held by Deed of Transfer No ST 11715/98.

**Physical Address:** 13 Costa Mews, Costa da Gama, Muizenberg.

**Conditions of sale:**

1. The following information is furnished, but not guaranteed, namely a ground floor flat within a security complex together with a parking bay, 1 bedroom and a lounge and open plan kitchen as well as garden in extent 31 (thirty one) square metres.

2. **Payment:** Ten percentum (10%) of the Purchase Price in cash or by means of a bank or building society guaranteed cheque on the day of the sale and the balance together with the interest thereon at the prevailing rate from time to time from the date of sale to date of 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.

3. **Conditions:** The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Simonstown.

Dated at Cape Town this 18th day of December 2001.

CK Friedlander Shandling Volks, per: M Bey, Attorneys for Plaintiff, 8th Floor, Greenmarket Place, 54 Shortmarket Street, Cape Town. Tel: 4236120. (Ref: MB/lh 22-0029.)

**Saaknr. 14293/01**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

**Eiser: ABSA BANK BEPERK**

**Verweerder(s): DARWEES PHILLIPS & NASIRA PHILLIPS**

**Eiendom geleë te:** Cirrusweg 16, Rocklands, Mitchells Plain.

Ingevolge 'n Vonnis van die Landdroshof te Mitchells Plain gedateer 23 Augustus 2001 en 'n Lasbrief tot Beslaglegging van Onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p/a Landdroskantoor, Mitchells Plain per publieke veiling te koop aangebied op 5 Februarie 2002 om 10h00.

**Erf:** 23446, Mitchells Plain.

**Afdeling:** Kaap.

**Groot:** 158 vierkante meter.

**Ook bekend as:** Cirrusweg 16, Rocklands, Mitchells Plain.

Gehou kragtens Transportakte Nr T13156/91.

**Voorwaardes:**

1. Die eiendom sal deur die Afslaer en/of Balju Landdroshof van Mitchells Plain verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.
2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.
3. (a) Die Koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n Bank of Bouvereniging wat deur die Eiser se Prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaer binne sewe (7) dae na die datum van verkoping verstrek word.
3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die Koper aanspreeklik wees vir betaling van rente teen 14,50 per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.
4. Die Koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die Prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

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

*Adverteerder en adres:* Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532.

*Datum en verwysing:* 11 Desember 2001. Mev Swart/AP222.

**Saaknr. 5595/01**

**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

Kaap die Goeie Hoop Provinsiale Afdeling

**Eiser: BOE BANK BEPERK**

**Verweerder(s): CHRISTIAAN HERMANUS ANDRIES MACDONALD & MARLENE MACDONALD**

*Eiendom geleë te:* Paarlberg Singel 4, The Crest, Durbanville.

Ingevolge 'n Vonnis van die Hooggeregshof van Suid-Afrika, en 'n Lasbrief tot Beslaglegging van Onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Paarlberg Singel 4, The Crest, Durbanville, per publieke veiling te koop aangebied op 4 Februarie 2002 om 11h00.

*Erf:* 10113, Durbanville.

*Afdeling:* Kaap.

*Groot:* 855 vierkante meter.

*Ook bekend as:* Paarlberg Singel 4, The Crest, Durbanville.

Gehou kragtens Transportakte Nr T104425/98.

**Voorwaardes:**

1. Die eiendom sal deur die Afslaer en/of Adjunk-Balju, Bellville, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.
2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.
3. (a) Die Koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n Bank of Bouvereniging wat deur die Eiser se Prokureurs goedgekeur is, die waarborg aan die Adjunk-Balju en/of Afslaer binne sewe (7) dae na die datum van verkoping verstrek word.
3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die Koper aanspreeklik wees vir betaling van rente teen 13,00% per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.
4. Die Koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die Prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

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

*Adverteerder en adres:* Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532.

*Datum en verwysing:* 10 Desember 2001. Mev Swart/EMN669.



Saak No. 12061/01

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

**In die saak tussen: ABSA BANK BEPERK, Eiser, en LUCAS DONKERMAN, Eerste Verweerder, en SARAH CERINA DONKERMAN, Tweede Verweerder**

Kragtens 'n uitspraak van bomelde Agbare Hof en lasbrief vir Eksekusie, sal die ondervermelde onroerende eiendom per Openbare Veiling verkoop word op Maandag 4 Februarie 2002 om 09:00 by die Landdroshof, Van Riebeeckweg, Kuilsrivier.

*Eiendom:* Erf 3851, Kleinvlei.

*Straatadres:* Park Avenue 49, Kleinvlei, Eersterivier, groot 298 (tweehonderd agt-en-negentig) vierkante meter, gehou kragtens Transportakte T90355/94.

Voormelde eiendom is beswaar met die volgende verbande te wete:

Verband No. B89873/94 vir 'n bedrag van R65 000 plus 'n addisionele bedrag van R16 000 ten gunste van ABSA Bank Beperk.

*Veilingsvoorwaardes:*

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe No. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande Titellakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalings van Artikel 66 van voormelde Wet.

2. Een-tiende (1/10) van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n Bank- of Bougenootskapwaarborg, gewaarborg word.

3. Die verkoping is onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Kuilsrivier.

Gedateer te Bellville op hierdie 10de dag van Desember 2001.

Per D A Muller, Bellingham-Muller-De Villiers Ing., Karoostraat 6, Bellville. (Verw. D A MÜLLER/AVZ.)

Case No. 7374/2001

## IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between: BOE BANK LIMITED t/a NBS BANK, Plaintiff (Execution Creditor), and MARCO STOFFBERG, Defendant (Execution Debtor)**

In pursuance of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of Erf 34934, Goodwood, in the Municipality of Goodwood, Administrative District of the Cape and also known as Nr. 22 Pinewood Crescent, Glenwood, Goodwood, on Thursday, the 7th day of February 2002 at 10h00 of the undermentioned property of the Defendant 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 Deputy Sheriff, Goodwood prior to the sale:

*Certain:* Erf 34934, Goodwood, in the Municipality of Goodwood, Administrative District of the Cape, measuring 401 square metres, held by Deed of Transfer No. T90360/94 and subject to the conditions contained therein.

*Physical address:* Nr. 22 Pinewood Crescent, Glenwood, Goodwood.

*Zoning:* (The accuracy hereof is not guaranteed): Residential.

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

*Improvements:* (The accuracy hereof is not guaranteed) Dwelling with tiled roof and brick walls consisting of 3 bedrooms, 1 kitchen, 1 bathroom and toilet, 1 lounge, 1 dining-room. *Outbuilding:* 1 garage.

*Terms:*

1. The sale will be "voetstoots" without reserve and to the highest bidder but subject to the High Court Act and Rules and all conditions contained in the Title Deed under which the property is held.

2. 10% of the purchase price in cash on the day of the sale, the balance payable against transfer to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of the sale.

3. Auctioneer's charges payable on the day of the sale calculated as follows: 5% of the proceeds of the sale up to a price of R30 000 (minimum R300) and thereafter 3% up to a maximum fee of R7 000, minimum R300.

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

Signed at Bellville on this the 20th day of November, 2001.

Mostert & Bosman Inc., Attorneys for the Plaintiff, Suite 3, Belmont Office Park, cnr Rodger & Twist Streets, Bellville. (Ref. P DU TOIT/jk/WC4345.)

Case No. 7043/01

IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

**In the matter between: BOE BANK LIMITED (Reg. No. 51/00847/06) (through its NBS DIVISION), Execution Creditor, and GAVIN KANNEMEYER, First Execution Debtor, and KATRINA KANNEMEYER, Second Execution Debtor**

In execution of the Judgment of the High Court, a sale will be held at the Mitchells Plain Court House, on 29 January 2002 at 10h00 am, to the highest bidder:

Erf 16492, Mitchells Plain, measuring one hundred and twenty square metres, situated at 53 Burgandy Crescent, Westridge, Mitchells Plain, 7785.

*Property description:* A double brick residential dwelling under a tiled roof comprising of a lounge, dining-room, kitchen, 3 bedrooms, bathroom, toilet, held by Title Deed T41400/00.

1. The sale is subject to the terms and conditions hereunder and the property being sold is sold voetstoots and as it stands and subject to the conditions of the existing Title Deed. The highest bidder shall be the purchaser.

2. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling Building Society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a Bank or Building Society guarantee.

And subject to the further conditions which may be read out at the time of the Sale and which may be inspected at the offices of the Sheriff of the High Court.

Dated at Cape Town on 2 January 2002.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref. COL/BBS/Z06102.)

Saak No. 32/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL

**In die saak tussen: ABSA BANK LIMITED, Eiser, en ALEXANDER JOHNATHAN ISAACS, Verweerder, en PRISCILLA GLORIA ISAACS, 2de Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 23 Januarie 1998 en daaropvolgende lasbrief vir Eksekusie, die hiernagemelde eiendom om 11h00 op 28 Januarie 2002 te die Landdroskantoor, Bergrivier Boulevard, Paarl, geregtelik verkoop sal word, naamlik:

Erf 16885, Paarl in die Munisipaliteit en Afdeling van Paarl, groot 300 vierkante meter, gehou deur Transportakte Nr. T29887/92, ook bekend as De Bussy Straat 48, Groenheuwel, Paarl.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, De Toitstraat 40, Paarl, ter insae lê beheld onder andere die volgende:

1. Tien persent van koopsom op datum van veiling;
2. Balans van koopsom, plus rente teen datum van Transport;
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 16 November 2001.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel. 871-1200.) (Verw. SV/DLB00001.).

Aan: Die Balju van die Landdroshof.

Saak No. 08/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WELLINGTON GEHOU TE WELLINGTON

**In die saak tussen: ABSA BANK LIMITED, Eiser, en L BRINK, Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 06 Augustus 2001 en daaropvolgende lasbrief vir Eksekusie, die hiernagemelde eiendom om 14h00 op 28 Januarie 2002 te Vyfde Laan 8, Uitsig, Wellington, geregtelik verkoop sal word, naamlik:

Erf 9563, Wellington in die gebied van die Oorgangsraad van Wellington, Afdeling Paarl, Weskaap Provinsie, groot 790 vierkante meter, gehou deur Transportakte Nr. T28292/1998, ook bekend as Vyfde Laan 8, Uitsig, Wellington.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Hoofstraat 54, Wellington, ter insae lê beheld onder andere die volgende:

1. Tien persent van koopsom op datum van veiling;
2. Balans van koopsom, plus rente teen datum van Transport;
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 16 November 2001.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel. 871-1200.) (Verw. SV/CED001.).

Aan: Die Balju van die Landdroshof.

**Saaknr: 1914/01**

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

**In die saak tussen: ABSA BANK LIMITED, Eiser, en NICOLAAS ALBERT CLOETE, Verweerder, en KATRINA CLOETE, 2de Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 19 September 2001 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom om 11h00 op 28 Januarie 2002 te Mosesstraat 44, Wellington, geregteelik verkoop sal word, naamlik:

Erf 8587, Wellington, geleë in die gebied van Wellington Oorgangsraad, Afdeling Paarl, Wes-Kaap Provinsie, groot 356 vierkante meter, gehou deur Transportakte No. 39919/99 ook bekend as Mosesstraat 44, Wellington.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Hoofstraat 54, Wellington, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 16de dag van November 2001.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel. 971-1200.) (Verw. SV/DPS00001.)

Aan: Die Balju van die Landdroshof.

**Case No: 7409/01**

**IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)**

**In the matter between: BOE (NBS) BANK LIMITED, Judgment Creditor, and COENRAAD BAREND SWART, Judgment Debtor**

The undermentioned property will be sold in execution on the premises at 65 Irene Way, Somerset West, on Friday, 8 February 2002 at 11h00.

Erf 6708, Somerset West, situate in the City of Cape Town, Division of Stellenbosch, Western Cape Province, in extent 1 231 square metres, held by Deed of Transfer No. T85279/1999 (also known as 65 Irene Way, Somerset West).

Comprising of dwelling with 3 x bedrooms, lounge, dining room, kitchen, bathroom, double garage and swimming pool.

The sale shall be by public auction without reserve to the highest bidder, subject to the High Court Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Strand/Somerset West, and will be read out by the Auctioneer prior to the sale.

K. G. Kemp, for Smuts Kemp & Smal, Plaintiff's Attorney, 1 De Lange Street, Bellville. [Tel: (021) 945-3646.] (Ref. KG Kemp/AB/B02117.)

**Case No: 4421/2001**

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

**In the matter between: NEDCOR BANK LIMITED, Judgment Creditor, and JACQUES ADOLF JONKER, 1st Judgment Debtor, and DIERDRE JONKER, 2nd Judgment Debtor**

The undermentioned property will be sold in execution at the offices of the Sheriff, 29 Northumberland Road, Bellville, on 7 February 2002 at 09h00.

Erf 5517, Bellville, in the City of Cape Town, Cape Division, Western Cape Province, also known as 1 Pastoria Street, Oakdale, Bellville, in extent 508 (five hundred and eight) square metres.

Comprising 3 bedrooms, bathroom, kitchen, diningroom, lounge, single garage.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Bellville and will be read out by the Auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorney, 1 De Lange Street, Bellville. [Tel: (021) 945-3646.] (Ref. KG Kemp/LvS/G1377.)



**Case No: 5880/2001**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

**In the matter between: NEDCOR BANK LIMITED, Judgment Creditor, and  
RUDOLF PAUL FLANDORP, Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Somerset West on 5 February 2002 at 10h00.

Erf 1919, Macassar in the City of Cape Town, Stellenbosch Division, Western Cape Province, also known as 16 Dakota Street, Macassar, in extent 107 (one hundred and seven) square metres.

Comprising 2 bedrooms, kitchen, lounge, 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 Sheriff of the Court for Somerset West 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/G1206.)

**Case No: 4878/98**

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

**In the matter between: NEDCOR BANK LIMITED, Judgment Creditor, and WILLIAM WALTER SMITH, 1st Judgment Debtor, BRENDA CHARLOTTE SMITH, 2nd Judgment Debtor**

The undermentioned property will be sold in execution at 99 Webb Street, Rusthof, Strand, on 7 February 2002 at 12h00.

Erf 11898, Strand, situate in the City of Cape Town, Division of Stellenbosch, Western Cape Province, in extent 275 (two hundred and seventy five) square metres.

Comprising 1 kitchen, lounge, bathroom, bedroom.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Somerset West 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/G1274.)

**Case No: 29046/2000**

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

**In the matter between: NEDCOR BANK LIMITED, Judgment Creditor, and GEORGE HENRY ERASMUS, 1st Judgment Debtor, and LINDA MARIA ERASMUS, 2nd Judgment Debtor**

The undermentioned property will be sold in execution at the offices of the Sheriff, 29 Northumberland Road, Bellville, on 7 February 2002 at 09h00.

Erf 3760, Parow, in the City of Cape Town, Cape Division, Western Cape Province, also known as 7 Warren Street, Parow, in extent 496 (four hundred and ninety six) square metres.

Comprising 5 bedrooms, 1 1/2 bathrooms, kitchen, diningroom, lounge, garage, tiled roof.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Bellville and will be read out by the Auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel: (021) 945-3646.] (Ref. KG Kemp/LvS/G1262.)

**Case No: 1740/2001**

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  
JOHN WILLIAM CALLAGHAN LERWILL, Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Kuils River on 6 February 2002 at 09h00.

Erf 1196, Brackenfell, in the City of Cape Town, Division of Stellenbosch, Western Cape Province, also known as 37 Jonker Street, Protea Heights, Brackenfell, in extent 864 (eight hundred and sixty four) square metres.

Comprising brick walls, tiled roof, diningroom, kitchen, 3 bedrooms, bathroom, toilet, en suite, lounge, single garage.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules. 10% of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Kuils River and will be read out by the Auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel: (021) 945-3646.] (Ref. KG Kemp/LvS/G1378.)

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**Case No: 12482/2001**

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

**In the matter between: NEDCOR BANK LIMITED, Judgment Creditor, and HENDRIK JAKOBUS OOSTHUIZEN, 1st Judgment Debtor, MAGDALENE ANTOINETTE SHAN OOSTHUIZEN, 2nd Judgment Debtor**

The undermentioned property will be sold in execution at the offices of the Sheriff, 29 Northumberland Road, Bellville on 7 February 2002 at 09h00.

Erf 21380, Bellville, in the City of Cape Town, Cape Division, Western Cape Province, also known as 84 Syringe Crescent, Belhar, in extent 180 (one hundred and eighty) square metres.

Comprising lounge, kitchen, 3 bedrooms, bathroom/toilet, asbestos roof.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Bellville and will be read out by the Auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel: (021) 945-3646.] (Ref. KG Kemp/LvS/G983.)

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**Case No: 7875/2001**

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 CLINTON JAMES VAN EDEN, 1st Judgment Debtor, and BERENICE JULENE VAN EDEN, 2nd Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Kuils River, on 6 February 2002 at 09h00.

Erf 2004, Hagley, situate in the City of Cape Town, Stellenbosch Division, Western Cape Province, known as 25 Archers Square, Cormac Park, Kuils River, in extent 260 (two hundred and sixty) square metres.

Comprising 2 bedrooms, lounge, kitchen, bathroom.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for 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/G1031.)

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**SALE IN EXECUTION**

**NEDCOR BANK LIMITED *versus* C & K DU PLESSIS**

**Mitchells Plain Case No. 1617/99**

*The property:* Erf 27844, Mitchells Plain, in extent 144 square metres, situate at 29 Skoongesig Street, Tafelsig, Mitchells Plain.

*Improvements* (not guaranteed): Brick building, tiled roof, vibre crete fence, burglar bars, kitchen, lounge, 3 bedrooms, bathroom and toilet.

*Date of sale:* 5 February 2002 at 10:00 am.

*Place of sale:* Mitchells Plain Magistrate's Court.

*Material conditions:* The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain (South).

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

**SALE IN EXECUTION****NEDCOR BANK LIMITED versus M E & E M THOMAS****Mitchells Plain Case No. 462/99**

*The property:* Erf 25393, Mitchells Plain, in extent 154 square metres, situate at 37 Bloubos Crescent, Eastridge, Mitchells Plain.

*Improvements* (not guaranteed): Brick building, asbestos roof, fully vibre-crete fence, burglar bars, 3 bedrooms, cement floors, separate kitchen, lounge and bathroom/toilet.

*Date of sale:* 5 February 2002 at 10:00 am.

*Place of sale:* Mitchells Plain Magistrate's Court.

*Material conditions:* The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain (South).

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

**SALE IN EXECUTION****NEDCOR BANK LIMITED versus J D & C HENDRICKS****Mitchells Plain Case No. 5261/92**

*The property:* Erf 11928, Mitchells Plain, in extent 166 square metres, situate at 4 Argo Close, Rocklands, Mitchells Plain.

*Improvements* (not guaranteed): Brick building, tiled roof, vibre crete fence, burglar bars, cement floors, kitchen, lounge, 3 bedrooms, bathroom and toilet.

*Date of sale:* 5 February 2002 at 10:00 am.

*Place of sale:* Mitchells Plain Magistrate's Court.

*Material conditions:* The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain (South).

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

**Case No. 600/01****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS**

**In the matter between ABSA BANK LIMITED, Plaintiff, and ADRIAAN HENDRICKS, First Defendant, and SUSANNA HENDRICKS, Second Defendant**

In pursuance of a judgment granted on 26 June 2001, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 30 January 2002 at 09:00, at Atlantis Court House:

*Property description:* Erf 2776, Wesfleur in the Blaauwberg Municipality, Cape Division, Province of the Western Cape, in extent three hundred and eleven (311) square metres, held by Deed of Transfer No. T28437/98, situate at 38 Royal Saxon Crescent, Saxonsea.

*Improvements:* Dwelling: 3 bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the Offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 13,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Bellville this 20th day of November 2001.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 204 Santyger Building, 313 Durban Road, Bellville, 7530; P.O. Box 3888, Tyger Valley, 7536. [Tel. (021) 915-4917.] (Ref. A0482/399/WS/Irma Otto.)



Case No. 601/01

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

**In the matter between ABSA BANK LIMITED, Plaintiff, and MICHAEL CROASTER, First Defendant, and SONJA CHRISTELLE CROASTER, Second Defendant**

In pursuance of a judgment granted on 10 July 2001, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 4 February 2002 at 09:00, at Atlantis Court House:

*Property description:* Erf 8971, Westfleur, in the Blaauwberg Municipality, Division Cape, Western Cape Province, in extent three hundred and thirty-five (355) square metres, held by Deed of Transfer No. T9838/00, situate at 70 Beaverhead Lane, Sherwood Park.

*Improvements:* Dwelling: 3 bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the Offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 13,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Bellville this 20th day of November 2001.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 204 Santyger Building, 313 Durban Road, Bellville, 7530; P.O. Box 3888, Tyger Valley, 7536. [Tel. (021) 915-4917.] (Ref. A0482/400/WS/Irma Otto.)

Case No. 925/01

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

**In the matter between ABSA BANK LIMITED, Plaintiff, and ARTHUR JOHANNES ANDRE STOUTD, First Defendant, and HILDA STOUTD, Second Defendant**

In pursuance of a judgment granted on the 21 September 2001, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 4 February 2002 at 09:00, at Atlantis Court House:

*Property description:* Erf 8088, Westfleur, situate in the area of the Transitional Metropolitan Substructure Atlantis, Division Cape, Province of the Western Cape, in extent two hundred (200) square metres, held by Deed of Transfer No. T64882/96, situate at 94 Lyster Circle, Robinvale, Atlantis.

*Improvements:* Dwelling: 3 bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the Offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 13,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Bellville this 20th day of November 2001.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 204 Santyger Building, 313 Durban Road, Bellville, 7530; P.O. Box 3888, Tyger Valley, 7536. [Tel. (021) 915-4917.] (Ref. A0482/436/WS/I. Otto.) (Sheriff Acc. 222.)

Case No. 742/01

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

**In the matter between ABSA BANK LIMITED, Plaintiff, and LIEBEN JACOBUS MAARMAN, First Defendant, and ROSALINE MAARMAN, Second Defendant**

In pursuance of a judgment granted on 27 July 2001, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 4 February 2002 at 09:00, at Atlantis Court House:

*Property description:* Erf 10722, Westfleur, in the Transitional Metropolitan Substructure Atlantis, Cape Division, Western Cape Province, in extent three hundred and one (301) square metres, held by Deed of Transfer No. T67182/93, situate at 46 Castallis Street, Protea Park, Atlantis.

*Improvements:* Dwelling: 2 bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the Offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 13,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Bellville this 21st day of November 2001.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 204 Santyger Building, 313 Durban Road, Bellville, 7530; P.O. Box 3888, Tyger Valley, 7536. [Tel. (021) 915-4917.] (Ref. A0482/420/WS/I. Otto.)

**Case No. 17212/01**

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

**In the matter between BOE BANK LIMITED, Plaintiff, and THE TRUSTEES FOR THE TIME BEING OF VALLEY TRUST, First Defendant, and DAVID G. KAGAN, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 19 July 2001, the property listed hereunder, will be sold in execution at the premises, on Wednesday, 6 February 2002 at 10h00, to the highest bidder:

*Property description:* (a) Section No. 18, as shown and more fully described on Sectional Plan No. SS263/96, in the scheme known as Kenilworth Village, in respect of the land and building or buildings at: Kenilworth, in the area of the Transitional Metropolitan Substructure of Cape Town, of which section the floor area, according to the said sectional plan is 59 (fifty-nine) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer No. ST11685/96.

*Physical address:* Unit D9, Kenilworth Village, Punters Way, Kenilworth, also known as No. 18 Punters Way, Kenilworth.

The following improvements are reported to be on the property, but nothing is guaranteed: Duplex, 3 bedrooms, 1 lounge, kitchen, 2 toilets and bathroom.

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

The full conditions of sale, which will be read immediately prior to the sale, may be inspected at the Office of the Sheriff of the Magistrate's Court, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Tokai this 7th day of January 2002.

Michael Matthews & Associates, Plaintiff's Attorneys, Suite D1, Westlake Square, 1 Westlake Drive, Tokai. (Ref. B. Carnegie/cw/W01499.)

**Case No. 7843/2001**

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between BOE (NBS) BANK LIMITED, Judgment Creditor, and GAFSA JOSEPH, Judgment Debtor**

The undermentioned property will be sold in execution on the premises at 65 High Level Road, Green Point, on Thursday, 31 January 2002 at 12h00:

Erf 225, Green Point, situate in the City of Cape Town, Cape Division, Western Cape Province, in extent 616 square metres, held by Deed of Transfer No. T.98251/99 (also known as 65 High Level Road, Green Point).

Dwelling consist of 3 x bedrooms, 2 1/2 bathrooms with 3 x toilets, lounge, dining-room, kitchen, family room and 2 x garages.

The sale shall be by public auction without reserve to the highest bidder, subject to the High Court Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the Offices of the Sheriff of the Court for Cape Town, and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [KG Kemp Tel: (021) 945-3646.] (Ref. K. G. Kemp/AB/B02116.)

**Case No. 31540/99**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and ANDRE HENRY SWART, Defendant**

In pursuance of a judgment granted on the 2/09/1999, in the Bellville Magistrate's Court, the following property will be sold to the highest bidder on 7/02/2002 at 11:00 at No. H15 Mount View (Unit 110), Hendrik Verwoerd Drive, Loevenstein:

*Property description:* Section No. 110 in the scheme known as Mount View situated at Parow in the area of the City of Tygerberg, Cape Division together with an undivided share in the common property in the scheme; in extent seventy one (71) square metres, held by Deed of Transfer No ST15890/98, situated at H15, Mount View, Hendrik Verwoerd Drive, Loevenstein.

*Improvements:* Flat: 1 bedroom, lounge, kitchen, bathroom, toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Bellville.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 13,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Parow this 16 November 2001.

W J M Saaiman, Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 204 Santyger Building, 313 Durban Road, Bellville, 7530; PO Box 3888, Tyger Valley, 7536. [Tel. (021) 915-4917.] (Ref. A04821/119/WS/Irma Otto.)

**Case No. 660/01**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

**In the matter between ABSA BANK LIMITED, Plaintiff, and SIAS TITUS, 1st Defendant, and  
JOHANNA TITUS, 2nd Defendant**

In pursuance of a judgment granted on the 10/07/2001, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 31/01/2002 at 09:00 at Atlantis Court House:

*Property description:* Erf 9961, Wesfleur in the Blaauwberg Municipality, Division Cape, Western Cape Province, in extent three hundred and fifty seven (357) square metres, held by Deed of Transfer T58177/00, situated at 26 Penelope Street, Avondale, Atlantis.

*Improvements:* Dwelling: 2 bedrooms, lounge, kitchen, bathroom (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 13,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Parow this 15 November 2001.

W J M Saaiman, Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 204 Santyger Building, 313 Durban Road, Bellville, 7530; PO Box 3888, Tyger Valley, 7536. [Tel. (021) 915-4917.] (Ref. A0482/411/WS/I Otto.)

**Case No. 2723/98**

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

**In the matter between ABSA BANK LTD, Plaintiff, and ROBERT CHARLES ANDREW, 1st Defendant, and  
LEAH SUSANNA ANDREW, 2nd Defendant**

In pursuance of a judgment granted on the 11/08/1998, in the Malmesbury Magistrate's Court, the following property will be sold to the highest bidder on 31/01/2002 at 09:00 at Atlantis Court House:

*Property description:* Erf 230, Wesfleur in the area of the Northern Substructure, Cape Division, Province of the Western Cape, in extent two hundred and ninety four (294) square metres, held by Deed of Transfer T48508/97, situated at 16 Alberto Street, Avondale.

*Improvements:* Dwelling: 3 bedrooms, lounge, kitchen, bathroom (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.



2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 13,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Parow this 15 November 2001.

W J M Saaiman, Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 204 Santyger Building, 313 Durban Road, Bellville, 7530; PO Box 3888, Tyger Valley, 7536. [Tel. (021) 915-4917.] (Ref. A0482/310/WS/Irma Otto.)

**Case No. 218/01**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

**In the matter between ABSA BANK LIMITED, Plaintiff, and VAL-GENE MARTIN DAVIDS, 1st Defendant, and BEN JAKOBUS LEWIES, 2nd Defendant**

In pursuance of a judgment granted on the 10/07/2001, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 31/01/2002 at 09:00 at Atlantis Court House:

*Property description:* Erf 3237, Westfleur in the Blaauwberg Municipality, Division Cape, Western Cape Province, in extent two hundred and fifty eight (258) square metres, held by Deed of Transfer T53724/00, situated at 18 Chat Avenue, Robinvale, Atlantis.

*Improvements:* Dwelling: 2 bedrooms, lounge, kitchen, bathroom, toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 13,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Parow this 15 November 2001.

W J M Saaiman, Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 204 Santyger Building, 313 Durban Road, Bellville, 7530; PO Box 3888, Tyger Valley, 7536. [Tel. (021) 915-4917.] (Ref. A0482/384/WS/Irma Otto.)

**Case No. 1324/00**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

**In the matter between ABSA BANK LTD, Plaintiff, and PATRICK THOMPSON, 1st Defendant, and THELMA THOMPSON, 2nd Defendant**

In pursuance of a judgment granted on the 3/01/2001, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 31/01/2002 at 09:00 at Atlantis Court House:

*Property description:* Erf 9227, Westfleur in the Blaauwberg Municipality, Division Cape, Western Cape Province, in extent two hundred and sixty one (261) square metres, held by Deed of Transfer T22409/99, situated at 18 Anglese Court, Sherwood Park, Atlantis.

*Improvements:* Dwelling: 3 bedrooms, lounge, kitchen, bathroom (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 13,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Parow this 15 November 2001.

W J M Saaiman, Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 204 Santyger Building, 313 Durban Road, Bellville, 7530; PO Box 3888, Tyger Valley, 7536. [Tel. (021) 915-4917.] (Ref. A0482/355/WS/Irma Otto.)

Case No. 11494/2000

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

**In the matter between DEBTCOR (PTY) LIMITED, Judgement Creditor, and RAM KATZ, Judgement Debtor**

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Tuesday, the 29th day of January 2002 at 12h00 at Milnerton Ridge property, namely 45 Fair View Crescent, Milnerton Ridge, Western Cape, of the following immovable property:

Erf 12796, Milnerton, situated in the Municipality of Milnerton, Cape Division, Western Cape Province, measuring 805 square metres, held by the Defendant under Deed of Transfer T76086/1991.

Also known as 45 Fair View Crescent, Milnerton Ridge and comprising a dwelling consisting of 3 bedrooms, 1 1/2 bathroom, one lounge, one kitchen (built-in cupboards).

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

1. The sale is subject to the terms and conditions of the Magistrate's Court's Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act. The price bid shall be exclusive of value-added tax and the purchaser shall pay value-added tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

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

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

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

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. SF/rs/222606.)

Saak No. 8243/00

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

**In die saak tussen ABSA BANK LIMITED, Vonnisskuldeiser, en JOHANNES PAULUS JOSEPH, Eerste Vonnisskuldenaar, en MARIA JOSEPH, Tweede Vonnisskuldenaar**

Ingevolge uitspraak in die Hof van die Landdros van Kuilsrivier, gedateer 10 Julie 2000, sal die volgende onroerende eiendom op die 4de dag van Februarie 2002 om 09h00, aan die hoogste bieder te die Landdroshof, Kuilsrivier, in eksekusie verkoop word, naamlik:

Erf 4252, Eerste Rivier, in die Oostenberg Munisipaliteit, afdeling Stellenbosch, Weskaap Provinsie, groot 400 m<sup>2</sup>.

Die volgende inligting oor die perseel word verstrekk maar nie gewaarborg nie: Die perseel is geleë te Miragestraat 55, Eerste Rivier.

Verbeterings op die perseel bestaan uit: Woonhuis van baksteen onder teëldak bestaande uit sitkamer, kombuis, badkamer/toilet en 2 slaapkamers.

**Voorwaardes van verkoop:**

1. Die eiendom sal aan die hoogste bieder verkoop word, welke verkoping onderworpe sal wees aan die bepalings en voorwaardes van die Wet op Landdroshof (Wet No. 32 van 1944), die Reëls daarvolgens uitgevaardig en die bepalings en voorwaardes vervat in die huidige titelakte van die eiendom.

2. **Betaling:** 'n Deposito van 10% (tien persent) van die koopprijs sal deur die koper aan die Balju gemaak word ten tye van die verkoping in kontant, of deur middel van 'n bankgewaarborgde tjek. Die volle balans van die koopprijs (plus rente teen 14.25% per jaar maandeliks gekapitaliseer, bereken op die vonnisskuld verskuldig aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van registrasie van transport) sal betaal word teen registrasie van transport, welke bedrag verseker moet word deur 'n goedgekeurde bankwaarborg wat voorsien moet word binne 14 (veertien) dae vanaf datum van verkoping.

3. Oordrag moet deur die Eiser se prokureurs geskied en die koper moet alle oordragkoste, belasting en ander noodsaaklike oordragheffings op versoek van die vermelde prokureurs betaal.

4. Die verkoopsvoorwaardes sal, onmiddellik voor die verkoping, deur die Balju of afslaer uitgelees word en kan geïnspekteer word by die kantoor van die Balju vir die Landdroshof, Kuilsrivier (geleë te Northumberlandstraat 29, Bellville).

Gedateer te Durbanville op hierdie 30ste dag van November 2001.

E. Louw, vir Louw & Coetzee, Eiser se Prokureurs, Hoofweg 35 (Posbus 146), Durbanville. [Tel. (021) 976-3180.] (Verw. E. Louw/Esmé.)

**Saak No. 1770/2001**

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

**In die saak tussen MOUNTAIN VIEW VILLAGE BEHEERLIGGAAM, Eiser, en  
UNIT NO 6 MOUNTAIN VIEW VILLAGE CC, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 13 Maart 2001, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 5 Februarie 2002 om 12h00, op die perseel te Mountain View 1.6, h/v Radar- en Sundownweg, Bloubergstrand, 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.

1.1 Deel No. 62, soos aangetoon en meer volledig beskryf op Deelplan No. SS196/98, in die skema bekend as Mountain View Village, ten opsigte van die grond en gebou of geboue geleë te Bloubergstrand, in die stad Kaapstad, afdeling Kaap, provinsie van die Wes-Kaap, waarvan die vloeroppervlakte volgens genoemde deelplan 63 (drie-en-sestig) vierkante meter groot is; en

1.2 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeteken, gehou kragtens Transportakte No. ST8476/1998.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonstel op eerste vloer onder 'n teëldak bestaande uit 2 slaapkamers, kombuis, sitkamer en badkamer/toilet.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C. J. Veldtman (Tel. 939-0040) en/of Die Balju vir die Landdroshof, H. W. Hurter, Kaapstad (Tel. 465-7560.)

**Betaalvoorwaardes:** Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprijs is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureurs en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman (Tel. 939-0040) en/of Die Balju vir die Landdroshof, H. W. Hurter, Kaapstad (Tel. 465-7560.)

**Datum:** 6 Desember 2001.

**Adverteerder se adres:** Fourie Basson & Veldtman, Toplin Huis, Voortrekkerweg 219, Parow. (Verw. CJV/RB/BW/977-415.)

**Saak No. 17355/2001**

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen ABSA BANK BEPERK, Eiser, en ANDREAS BASSON, Eerste Verweerder, en  
ANTHEA SHIREEN BASSON, Tweede Verweerder**

Die volgende onroerende eiendom word per openbare veiling verkoop op Vrydag, 1 Februarie 2002 om 10h00, by Kuilsrivier Landdroshof:

Erf 1837, Eersterivier, 299 vierkante meter groot en geleë te Mamrestraat 14, Devon Park, Eersterivier.

**Verbeterings** (nie gewaarborg nie): Sitkamer, kombuis, drie slaapkamers en badkamer/toilet.

Die veilingvoorwaardes wat van toepassing is sal voor die veiling uitgelees word en is ter insae by die Balju, Kuilsrivier, en bepaal onder ander 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 Bellville op die 7de dag van Desember 2001.

Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.

**Case No: 18074/01**

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

**In the matter between: FIRSTRAND BANK LIMITED, Formerly First National Bank of SA Limited, Plaintiff, and  
JOHANNES HENDRIK FERREIRA, Defendant**

Be pleased to take notice that pursuant to a judgement in the above Honourable Court, granted on the 20th November 2001, the under-mentioned property will be sold in execution at the Kuils River Magistrate's Court, on Monday, the 28th January 2002 at 09h00:

Erf 16548, Kraaifontein, situate in the City of Cape Town, Paarl Division, Province Western Cape, measuring 271 square metres and held by Deed of Transfer No. T.69014/99 comprising of 2 bedrooms, bathroom, open plan lounge and kitchen and 1 carport and known as 21 De Wet Marais Park, Peerless Park East, Kraaifontein.

**Conditions of sale:**

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and to the Title Deed insofar as these are applicable.



2. Terms: The purchase price shall be paid as to 10 (ten) percent thereof in cash on the signing of the Conditions of Sale, or otherwise as the Auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the Bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved Bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The Conditions of Sale which will be read out by the Auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Parow this 11th day of December 2001.

Cohen Shevel & Fourie, per: T.O. Price, Plaintiff's Attorneys, 154 Voortrekker Road, Parow. Ref: Mr Price/MB/F.16106.

Case No: 9066/2001

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

**In the matter between: NEDCOR BANK LIMITED, Judgement Creditor, and FLORINA MINNIES, Judgement Debtor**

The undermentioned property will be sold in execution at the offices of the Sheriff, 29 Northumberland Street, Bellville, on 7 February 2002 at 09h00:

Erf 19887, Bellville, in the City of Cape Town, Cape Division, Western Cape Province, also known as 26 Portulaca Crescent, Belhar, Bellville.

*In extent:* 495 (four hundred and ninety five) square metres.

Comprising lounge, kitchen, 3 bedrooms, bathroom, toilet, double garage.

The Sale shall be by Public Auction without reserve to the highest bidder, subject to the Magistrates' Courts' Act and Rules.

10% of the price is payable at the time of the Sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Bellville, and will be read out by the Auctioneer prior to the Sale.

Smuts Kemp & Smal, per: KG Kemp/LvS/G915 (Plaintiff's Attorney's), 1 De Lange Street, Bellville. Tel: (021) 945 3646.

Case No. 18536/01

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

**In the matter between: ABSA BANK LIMITED, HEERENGRACHT, Plaintiff, and WARALDEA KAMISH, First Defendant**

The following property will be sold in execution at the site being 47 Lever Street, Woodstock on the 31 January 2002 at 11.00, to the highest bidder:

*Erf:* 151037, Woodstock.

*Measuring:* Two hundred and nine square metres.

*Situate at:* 47 Lever Street, Woodstock, 8001.

*Held by Title Deed:* T57658/99.

*Property description:* A residential dwelling comprising of an entrance hall, 2 bedrooms, bathroom with shower and toilet, lounge, diningroom, kitchen, bathroom and separate toilet.

1. The following improvements are reported by not guaranteed:

2. *Payment:* A deposit of ten per centum of the purchase price must be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the Sale and the balance (plus interest at the current rate of 14,90% 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, Cape Town.

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/Z03638.

Case No. 8123/1999

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

**In the matter between B O E BANK LIMITED (Reg. No. 51/00847/06) (through its NBS Division), Execution Creditor, and MOGAMAT SEDICK ISAACS, First Execution Debtor, SHAHIEDA ISAACS, Second Execution Debtor**

In execution of the Judgment of the Magistrate's Court of Mitchell's Plain a sale will be held at the Mitchells Plain Court House, on 29 January 2002 at 10h00 am, to the highest bidder:

*Erf:* 18900 Mitchell's Plain.

*Measuring:* 160 square metres.

*Situate at:* 43 Bronze Street, Rocklands, Mitchell's Plain, 7785.

*Property description:* A single storey semi-detached residential dwelling under a tiled roof comprising of lounge, kitchen, 3 bedrooms, bathroom, toilet.

*Held by Title Deed:* T 30015/1993.

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944 (as amended), the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act.

2. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling Building Society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a Bank or Building Society guarantee.

And Subject to the further conditions which may be read out at the time of the Sale and which may be inspected at the offices of the Sheriff of the Court, Mitchell's Plain.

Dated at Cape Town on 6 December 2001.

Abrahams & Gross Inc., Per: 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. Tel: 418 2020. Reference COL/BBS/Z04148.

**Case No. 5214/00**

IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

**In the matter between B O E BANK LIMITED (Reg. No. 51/00847/06), Registration No. 51/00847/06 (through its NBS Division), Execution Creditor, and RALPH MICHAEL WESSELS, First Execution Debtor, SOPHIE MAGGIE WESSELS, Second Execution Debtor**

In execution of the Judgment of the High Court a sale will be held at the Mitchells Plain Court House, on 29 January 2002 at 10h00 am, to the highest bidder:

*Erf:* 11567 Mitchell's Plain.

*Measuring:* One hundred and ninety three square metres.

*Situate at:* 25 Venture Circle, Rocklands, Mitchells Plain, 7785.

*Property description:* A brick residential dwelling under a tiled roof comprising of 2 bedrooms, bathroom, toilet, kitchen, lounge, partial brick fencing.

*Held by Title Deed:* T124362/97.

1. The sale is subject to the terms and conditions hereunder and the property being sold is sold voetstoots and as it stands and subject to the conditions of the existing Title Deed. The highest bidder shall be the purchaser.

2. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling Building Society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a Bank or Building Society guarantee.

And Subject to the further conditions which may be read out at the time of the Sale and which may be inspected at the offices of the Sheriff of the Court.

Dated at Cape Town on 6 December 2001.

Abrahams & Gross Inc., Per: 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. Tel: 418 2020. Reference COL/BBS/.

**Case No. 14889/01**

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

**In the matter between: ABSA BANK LIMITED, BELLVILLE, Plaintiff, and NICOLAAS JOHANNES PHILANDER, First Defendant, KATRINA SUSANNA PHILANDER, Second Defendant**

The following property will be sold in execution at the Kuils River Court House on the 30 January 2002 at 09h00 am, to the highest bidder:

*Erf:* 1473, Scottsdene.

*Measuring:* Four hundred and ninety six square metres.

*Situate at:* 17 Monterey Street, Bernadino Heights, Kraaifontein, 7580.

*Held by Title Deed:* T89366/94.

*Property description:* A brick residential dwelling under a tiled roof comprising of 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 13,50% per annum calculated on the Judgment Creditor's claim from the date of Sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the Sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full Conditions of Sale will be read out immediately prior to the Sale and may be inspected at the office of the Sheriff, Kuils River.

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/Z06143.

Case No. 31929/01

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

**In the matter between: ABSA BANK LIMITED, CLAREMONT, Plaintiff, and  
PATRICIA ROSETTA DAVIDS, First Defendant**

The following property will be sold in execution at the site being 4 Milford Road, Plumstead on the 30 January 2002 at 15h00 PM, to the highest bidder:

*Erf:* 74132, Plumstead.

*Measuring:* Three hundred and ninety five square metres.

*Situate at:* 4 Milford Road, Plumstead, 7800.

*Held by Title Deed:* T69832/1994.

*Property description:* A brick residential dwelling under a slate roof comprising of 3 bedrooms, kitchen, lounge, dining room, bathroom, toilet.

1. The following improvements are reported by not guaranteed:

2. *Payment:* A deposit of ten per centum of the purchase price must be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the Sale and the balance (plus interest at the current rate of 14,50% per annum calculated on the Judgment Creditor's claim from the date of Sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the Sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full Conditions of Sale will be read out immediately prior to the Sale and may be inspected at the office of the Sheriff, Wynberg.

Abrahams & Gross Inc, 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/Z06074.

#### SALE IN EXECUTION

**NEDCOR BANK LIMITED versus M J & M T HARTZENBURG**

**Mitchells Plain. Case No. 11429/98.**

*The property:* Erf 548, Mitchells Plain.

*In extent:* 156 square metres.

*Situate at:* 22 La Provence Way, Westridge, Mitchells Plain.

*Improvements (not guaranteed):* Brick building, tiled roof, vibre crete fence, burglar bars, 3 bedrooms, kitchen, lounge, bathroom/toilet, cement floors.

*Date of sale:* 5th February 2002 at 10.00 am.

*Place of sale:* Mitchells Plain Magistrates Court.

*Material conditions:* The Sale will be voetstoots, by Public Auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain (South).

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.



**SALE IN EXECUTION****NEDCOR BANK LIMITED versus T & M DE JAGER****Mitchells Plain. Case No. 4655/98.**

*The property:* Erf 6536, Mitchells Plain.

*In extent:* 421 square metres.

*Situate at:* 50 Merino Street, Westridge, Mitchells Plain.

*Improvements* (not guaranteed): Brick building, tiled roof, vibre crete fence, burglar bars, 2 bedrooms, open plan kitchen, lounge, bathroom/toilet.

*Date of sale:* 5th February 2002 at 10.00 am.

*Place of sale:* Mitchells Plain Magistrates Court.

*Material conditions:* The Sale will be voetstoots, by Public Auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain (South).

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

**SALE IN EXECUTION****NEDCOR BANK LIMITED versus A J & M S CAROLISSEN****Mitchells Plain. Case No. 21188/96.**

*The property:* Erf 41918, Mitchells Plain.

*In extent:* 240 square metres.

*Situate at:* 41 Waterberg Crescent, Tafelsig, Mitchells Plain.

*Improvements* (not guaranteed): Brick building, asbestos roof, vibre crete fence, burglar bars, garage, 2 bedrooms, cement floors, kitchen, lounge, bathroom/toilet.

*Date of sale:* 5th February 2002 at 10.00 am.

*Place of sale:* Mitchells Plain Magistrates Court.

*Material conditions:* The Sale will be voetstoots, by Public Auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain (South).

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

**SALE IN EXECUTION****NEDCOR BANK LIMITED versus X A GWADANA****Mitchells Plain. Case No. 14954/01.**

*The property:* Erf 40728, Mitchells Plain.

*In extent:* 242 square metres.

*Situate at:* 52 Esther Crescent, Morgenster, Mitchells Plain.

*Improvements* (not guaranteed): Brick building, tiled roof, 2 bedrooms, cement floors, open plan kitchen, lounge, bathroom/toilet.

*Date of sale:* 5th February 2002 at 10.00 am.

*Place of sale:* Mitchells Plain Magistrates Court.

*Material conditions:* The Sale will be voetstoots, by Public Auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain (South).

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No.: 3762/01

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

**In the matter between: PEP BANK, a division of B.O.E. BANK LIMITED, Plaintiff, and  
MRS AMANDA CORNELISSEN, Defendant**

Kindly take notice that pursuant to a Judgment of the above Honourable Court granted on the 17 Mei 2001 and subsequent Warrant of Execution the following property will be sold in execution at 10h00 on 4 February 2002 at the property under attachment, at the Magistrate Court, Paarl:

Erf 16443, situated in the Town of Paarl, Registration Division Cape Town.

Also known as: 40 Forte Street, Paarl.

In extent: 380 (three hundred and eighty) square metres, Held under Title Deed T76185/1994.

Which property has the following improvements although nothing is guaranteed:

Lounge, Kitchen, Bathroom & toilet, 2 Bedrooms.

And take further notice that the conditions of Sale will lie for inspection at the offices of the Sheriff of the Court, Paarl and contain *inter alia* the following provisions:

1. Ten percent of purchase price on date of Sale.
2. Balance of purchase price plus interest to be guaranteed with 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.

Dated at Paarl on this 28th day of November 2001.

Basson Blackburn Ing/Inc, 371 Main Road, Paarl. Tel: (021) 871 1401. PO Box 2524, Paarl, 7620. Ref. C Kotze/PX83.

To: The Sheriff of the Court.

Saak No. 17262/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en NOSIPHIWO  
PRISCILLA GEORGE, Eksekusieskuldenaar**

In die gemelde saak sal 'n veiling gehou word op Maandag, 4 Februarie 2002 om 09h00 voor die Landdroshof, Kuilsrivier.

Erf 3449, Blue Downs, in die gebied van die Metropolitaanse Substruktuur van Melton Rose, Blue Downs, groot 339 vierkante meter, gehou kragtens Transportakte Nr. T35263/1996, ook bekend as Rosestraat 16, Hillcrest, Blue Downs.

*Verkoopsvoorwaardes:*

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe Nr. 32 van 1944 en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende van die koopprijs word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprijs met rente daarop teen 'n koers van 17,00% per jaar, betaal te word teen registrasie van oordrag van onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Teëldak woning met 2 x slaapkamers, sitkamer, kombuis, badkamer en toilet.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 5e dag van Desember 2001.

Marais Müller Ingelyf, A J Marais, Van Riebeeckweg 66, Kuilsrivier, Prokureur vir Vonnisiskuldeiser, 9035191.

Case No. 36352/01

IN THE MAGISTRATES COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**In the matter between PROPELL SECTIONAL TITLE SOLUTION (PTY) LTD t/a PROPELL LEVY FINANCE SOLUTIONS,  
Plaintiff, and ANTHEA SOLOMONS, Defendant**

The undermentioned property will be sold in execution by public auction at Wynberg Magistrate Court on 1st February 2002 @ 10:00 to the highest bidder, namely:

1. A unit consisting of:

(a) Section No. 34 as shown and more fully described on Sectional Plan No. SS124/1995 in the scheme known as Sierra Park in respect of the land and building or buildings situate at Cape Town, in the City of Cape Town, of which Section the floor area, according to the said sectional plan is 47 (forty seven) square metres in extent, and;

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with participation quota as endorsed on the said sectional plan, held by Deed of Transfer No ST2937/1999.

Physical address: 34 Sierra Park, Woodlands Road, Ottery.

**Conditions of sale:**

1. The following information is furnished, but not guaranteed, namely: Sectional title, brick walls, ground floor consisting of 2 bedrooms, lounge, kitchen, bathroom/toilet.

2. **Payment:** Ten per centum (10%) of the purchase price in cash or by means of a bank or building society guaranteed cheque on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

3. **Conditions:** The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrates Court, Wynberg.

Dated at Cape Town this the 05 December 2001.

Buchanan Boyes, T M Chase, 4th Floor, Southern Life Centre, 8 Riebeek Street, Cape Town. (Tel. 4196469.) (Ref. Mrs DIEDERICKS/Z02829.)

**Saak No. 23446/2001**

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

**In die saak tussen ABSA BANK BEPEERK, Eiser, en ALBERT RONALD BEUKES, Eerste Verweerder, en FELICITY LOUISA BEUKES, Tweede Verweerderes**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 24 Julie 2001, sal die hiernabeskrewe onroerende eiendom in eksekusie verkoop word, op Donderdag 31 Januarie 2002 om 09h00, voor die Balju-kantoor, Northumberlandweg 29, Bellville, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju/Afslaer by die veiling uitgelees sal word:

Erf 20014, Bellville, in die Stad Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap, geleë te Honey Suckleweg 9, Belhar, groot 493 vierkante meter, gehou kragtens Transportakte Nr. T21542/1982.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met teël en asbesdak, vier slaapkamers, sitkamer, eetkamer, studeerkamer, waskamer, kombuis, badkamer, twee toilette en dubbel motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr J C Fourie, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 021-939-0040) en/of die Balju, Mnr I J Hugo, Northumberlandweg 29, Bellville (Tel 021-9488326).

**Betalvoorwaardes:** 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 15,5% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, Mnr J C Fourie, Toplinhuis, Voortrekkerweg 219, Parow (Tel 021-939-0040) en/of die Balju, Mnr I J Hugo, Northumberlandweg 29, Bellville (Tel. 021-9488326).

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow.

**Datum en verwysing:** 4 Desember 2001 (JF/LA/A914.)

**Case No. 28778/01**

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

**In the matter between: ABSA BANK LIMITED, SEA POINT, Plaintiff, and The trustees for the time being of TWO OCEANS INVESTMENT TRUST, First Defendant, and STEPHEN MARK VAN ROOYEN, Second Defendant**

The following property will be sold in execution at the site being 2 Ocean View Drive, Green Point on the 31 January 2002 at 11h00 am, to the highest bidder:

Erf 265, Greenpoint, measuring five hundred and sixty-nine square metres, situated at 2 Ocean View Drive, Green Point, Cape Town, held by Title Deed T7023/97.

**Property description:** A split level brick residential dwelling under tiled roof comprising of: *Top level:* Two bedrooms, open-plan kitchen, a lounge, two bathrooms and a balcony; *Ground level:* A bachelor flat with an open-plan kitchen and a bathroom. The dwelling has a single garage, swimming-pool and a panoramic sea view.

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 13.75% per annum calculated on the Judgment Creditor's claim from the date of Sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the Sale.



3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full Conditions of Sale will be read out immediately prior to the Sale and may be inspected at the office of the Sheriff, Cape Town.

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref. COL/BBS/Z06090.)

Case No. 18536/01

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

**In the matter between: ABSA BANK LIMITED, HEERENGRACHT, Plaintiff, and WARALDEA KAMISH, Defendant**

The following property will be sold in execution at the site being 47 Lever Street, Woodstock on the 31 January 2002 at 11:00, to the highest bidder:

Erf 151037, Woodstock, measuring two hundred and nine square metres, situated at 47 Lever Street, Woodstock, 8001, held by Title Deed T57658/99.

*Property description:* A residential dwelling comprising of an entrance hall, 2 bedrooms, bathroom with shower and toilet, lounge, dining-room, kitchen, bathroom and separate toilet.

1. The following improvements are reported by not guaranteed:

2. *Payment:* A deposit of ten per centum of the purchase price must be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the Sale and the balance (plus interest at the current rate of 14.90% 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, Cape Town.

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref. COL/BBS/Z03638.)

Case No. 8221/01

IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

**In the matter between: BOE BANK LIMITED (Reg. No. 51/00847/06) Registration No. 51/00847/06 (through its NBS DIVISION), Execution Creditor, and SHARIEF ADAMS, First Execution Debtor, and ZUBEIDAH ADAMS, Second Execution Debtor**

In execution of the Judgment of the High Court, a sale will be held at Wynberg Magistrate's Court House, on 1 February 2002 at 10h00 am, to the highest bidder:

Erf 4124, Grassy Park, measuring five hundred and fifty-one square metres, situated at 3 St Clements Way, Grassy Park, 7800.

*Property description:* A single storey brick residential dwelling comprising of a lounge, kitchen, dining-room, 4 bedrooms, bathroom, shower and toilet, held by Title Deed T30021/98.

1. The sale is subject to the terms and conditions hereunder and the property being sold is sold voetstoots and as it stands and subject to the conditions of the existing Title Deed. The highest bidder shall be the purchaser.

2. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling Building Society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a Bank or Building Society guarantee.

And subject to the further conditions which may be read out at the time of the Sale and which may be inspected at the offices of the Sheriff of the High Court.

Dated at Cape Town on 2 December 2001.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref. COL/BBS/Z06194.)

Case No. 6686/2001

IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

**In the matter between B O E BANK LIMITED (Reg. No. 51/00847/06) (through its NBS Division), Execution Creditor, and The Trustees for the time being of the ROSSOUW FAMILY TRUST, First Execution Debtor, LOURENS JOHANNES ROSSOUW, Second Execution Debtor, and MARA ROSSOUW, Third Execution Debtor**

In execution of the Judgment of the High Court a sale will be held at the site being Section 133 (Unit 1), Susan No. 1, Gulden Crescent, Gulden Park, Strand, on 1 February 2002 at 11h00 am, to the highest bidder:

Section 133 in the scheme known as Gulden Park, Strand.

*Measuring:* Fifty four square metres.

*Situate at:* Sec 133 (Unit 1), Susan, Gulden Park, Gulden Crescent, Strand, 7140.

*Property description:* A ground floor unit comprising of lounge, kitchen, bathroom, toilet, diningroom, 3 bedrooms, jacuzzi.

*Held by Title Deed:* ST 1925/2000.

1. The sale is subject to the terms and conditions hereunder and the property being sold is sold voetstoots and as it stands and subject to the conditions of the existing Title Deed. The highest bidder shall be the purchaser.

2. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling Building Society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a Bank or Building Society guarantee.

And subject to the further conditions which may be read out at the time of the Sale and which may be inspected at the offices of the Sheriff of the High Court.

Dated at Cape Town on 4 December 2001.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. Tel: 418 2020.

**Case No: 35258/01**

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

**In the matter between: PROPELL LEVY FINANCE SOLUTIONS (PTY) LTD, Plaintiff, and KEVIN AUBREY APRIL, 1st Defendant, and BERNADETTE APRIL, 2nd Defendant**

The undermentioned property will be sold in execution by public auction at Wynberg Magistrate's Court on 1st February 2002 @ 10:00 am to the highest bidder, namely:

1. *A unit consisting of:*

(a) Section No. 22, as shown and more fully described on Sectional Plan No. SS178/1989 in the scheme known as Victoria Mansions in respect of the land and building or buildings situate at Grassy Park, in the City of Cape Town, of which Section the floor area, according to the said Sectional Plan is 52 (fifty two) Square Metres in extent; and

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

Held by Deed of Transfer No ST12746/1996.

*Physical Address:* Flat 22, Victoria Mansions, Victoria Road, Grassy Park.

*Conditions of sale:*

1. The following information is furnished, but not guaranteed, namely: Sectional Title, top floor consisting of 2 bedrooms, lounge, kitchen, bathroom/toilet.

2. *Payment:* Ten percentum (10%) of the purchase price in cash or by means of a Bank or Building Society guaranteed cheque on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time from the date of sale to date of registration of transfer against transfer of the property into the name of the Purchaser which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

3. *Conditions:* The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Cape Town this the 05 December 2001.

Buchanan Boyes, per: T M Chase, 4th Floor, Southern Life Centre, 8 Riebeek Street, Cape Town. Phone 4196469. (Ref: Mrs Diedericks/Z01970.)

**Case No: 1128/2001**

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 JOHN PETER HARTZENBERG, 1st Judgment Debtor, and MERCIA JOY HARTZENBERG, 2nd Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Mitchells Plain on 7 February 2002 at 10h00:

Erf 22903, Mitchells Plain, situate in the City of Cape Town, Cape Division, Western Cape Province, also known as 75 Gazelle Street, Eastridge, Mitchells Plain.

*In extent:* 130 (one hundred and thirty) square metres.

*Comprising:* Brick building, asbestos roof, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom & toilet.

The Sale shall be by Public Auction without reserve to the highest bidder, subject to the 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 Mitchells Plain South and will be read out by the Auctioneer prior to the Sale.

Smuts Kemp & Smal, per: KG Kemp/LvS/G1401 (Plaintiff's Attorney's), 1 De Lange Street, Bellville. Tel: (021) 945 3646.

**Case No. 6312/99**

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

**In the matter between: MERCANTILE LISBON BANK, a division of MERCANTILE BANK LIMITED, Plaintiff, and GORDON CEDRIC FLORIST, I.D. 4611105124010, First Defendant, and DOROTHEA ANNETTA FLORIST, I.D. 4603190098019, Second Defendant**

Pursuant to the judgment of the above Court granted on the 27 October 2000 and a warrant of execution issued thereafter, the undermentioned property will be sold in execution at 11h00 on 5 February 2002 at Stellenbosch Magistrate's Court to the highest bidder:

Erf 7128, Stellenbosch, in the Stellenbosch Municipality, Cape Division, Western Cape Province, in extent 501.0000 square metres, held by Deed of Transfer No. T38655/1994.

*Street address:* 15 King Street, Cloeteville, Stellenbosch.

The following improvements are situated on the property, although in this respect, nothing is guaranteed: Asbestos roof, 2 x bedrooms, 1 x open-plan kitchen/dining room, 1 x bathroom, 1 x garage.

*Conditions of sale:* 10% of the purchase price and Sheriff of the Magistrate's Court charges in cash or by means of bank guaranteed cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by bank guarantee to be furnished within fourteen (14) days from date of sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Stellenbosch, 2nd Floor, Office No. 243, Eikestad Mall, Stellenbosch.

Signed at Cape Town on this the 6th day of December 2001.

De Abreu & Cohen Inc., Attorneys for Plaintiff, Unit 20, Roeland Square, Roeland Street, Cape Town. (Docex 162). [Tel: (021) 461-3300.] [Fax (021) 461-3599.] (Ref. H. M. Nash/na/R01902.)

**Case No. 15000/00**

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

**In the matter between: FIRSTRAND BANK LIMITED formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and SAJAD ALAM GAZGAY, Defendant**

In the above matter a sale will be held on Tuesday, 29 January 2002 at 11:00 am, at the site of 14 Fleur Street, Crawford, being Erf 37326, Cape Town, situate in the City of Cape Town, Cape Division, Western Cape Province, measuring 714 square metres.

*Conditions of sale:*

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

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the 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: 3 bedrooms, lounge, dining room, kitchen, bathroom, toilet and single 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 Wynberg East and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, Willie van Schoor & Old Oak Roads, Bellville. (Tel. 914-5660.) (Refer: NED1/FIR4/0049/H CROUS/lr.)

**Case No. 29609/2001**

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and MAGNUS ERNEST JANUARY, Defendant**

The following property will be sold in execution on 29 January 2002 at 10h00 at Wynberg Courthouse:



Section No. 47, as shown and more fully described on Sectional Plan No. SS73/1989, in the scheme known as Radiant Mansions, in respect of the land and building or buildings situate at Cape Town, in the City of Cape Town, of which the floor area according to the said sectional plan is 53 square metres in extent; and an undivided share 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. ST17320/94, also known as 47 Radiant Mansions, 5th Avenue, Grassy Park.

*Improvements* (not guaranteed): Two bedrooms, lounge, kitchen, bathroom/toilet.

The conditions of sale which will be read out by the Sheriff prior to the sale may be inspected at the offices of the Sheriff, Wynberg Courthouse and stipulates that:

1. The property will be sold "voetstoots" to the highest bidder.
2. A deposit of 10% (ten) percent of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale and the balance together with interest at date of registration of transfer.

Dated at Cape Town on this 29th day of November 2001.

Jan S. De Villiers, Attorneys for Plaintiff, 16th Floor, No. 1 Thibault Square, Cape Town. [Tel. (021) 405-5225.] (Ref: L. van Tonder/L1310.)

**Case No. 36929/01**

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

**In the matter between: FIRSTRAND BANK LIMITED, formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and METRONEL MANAGEMENT SERVICES CC, Defendant**

In the above matter a sale will be held in front of the Magistrate's Court, Kuils River on Friday, 25 January 2002 at 09:00 am. being:

Erf 5300, Brackenfell, situate in the City of Cape Town, Stellenbosch Division, Western Cape Province, measuring 909 square metres, also known as 142 Jakaranda Street, Brackenfell.

*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: 3 bedrooms, 1 1/2 bathrooms, kitchen, games room, dining room, lounge, office, double garage, granny flat.
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 Kuils River 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. (Tel. 914-5660.) (Refer: FIR2/0706/H Crous/lr.)

**Case No. 13543/95**

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

**In the matter between: NATAL BUILDING SOCIETY LIMITED, Plaintiff, and N ADAMS, First Defendant, and SA ADAMS, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and a writ of execution dated 24 November 1998 the property listed hereunder will be sold in execution on Thursday, 7 February 2002 at 10h00 held at the Magistrate's Court of Mitchells Plain, be sold to the highest bidder:

*Certain:* Erf 829, Mitchells Plain, situated in the City of Cape Town, Cape Division, Western Cape Province, also known as 4 Palladium Road, Westgate, Mitchells Plain, in extent 380 (three hundred and eighty) square metres, held by the Title Deed No. TL2660/1995.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.
2. The following improvements are reported to be on the property, but nothing is guaranteed: A single dwelling brick building under tiled roof, consisting of approximately partly vibre-crete fence, three bedrooms, cement floors, separate kitchen, lounge, bathroom & toilet.
3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest 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 21st day of December 2001.

Heyns & Partners Inc., Attorneys for Plaintiff, 68 Vasco Boulevard, Goodwood, 7460. (Ref: A Keet/sst/Z12008.)

Case No. 10625/01

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and MAGGRET NTOMBEKAYA MGWALI, Defendant**

In pursuance to a judgment in the above Court and a warrant of execution dated 9 October 2001, the following property will be sold in execution on Monday, 4 February 2002 at 10h00, to the highest bidder in front of the Goodwood Magistrate's Court:

Erf 2715, Langa, in extent 205 (two hundred and five) square metres, held by Deed of Transfer No. TL52430/1991, situate at No. 44—Zone 3—Langa.

*Description:* Brick dwelling under asbestos roof comprising lounge, kitchen, 2 bedrooms, bathroom and toilet.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act, the Rules made thereunder and of the Title Deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Magistrate's Court.

Dated at Fish Hoek this the 21st day of November 2001.

S R Boyes, Buchanan Boyes, Plaintiff's Attorneys, 26 First Avenue, Fish Hoek. (Ref. SRB/lc/V48118/50M.)

Saak No. 3867/00

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

**In die saak tussen: STAD TYGERBERG, Eiser, en R FREDERICKS, Verweerder**

Ten uitvoering van die vonnis van die Landdroshof, Goodwood, gedateer 22/08/2000 sal die onroerende goed hieronder beskryf op 29 Januarie 2002 om 9h00 by die Balju Kantore, 29 Northumberlandstraat, Bellville, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Bekend as 27 Wiliam Straat, Parow Oos (na adres moet beskrywing van woning soos op relaas hier ingetik word.)

Erf 4359, Parow, geleë in die stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, gehou kragtens Transportakte Nr T49077/1997, groot 496 vierkante meter.

*verkoopsvoorwaardes:*

1. Die verkoping sal "voetstoots" geskied, onderworpe aan die voorwaardes van die Transportaktenommer waaronder die eiendom gehou word.

2. Een tiende van die koopprys tesame met rente daarop teen 13,00% per jaar vanaf datum van verkoping tot op datum van registrasie van die oordrag. Die koper moet voorts binne 14 (veertien) dae na die verkoping die Vonnisskuldeiser voorsien van 'n Bank- of Bougenootskapswaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Bellville.

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

A van Rhyn, Steyn & Van Rhyn, Voortrekkerweg 45, Goodwood, 7460; Posbus 205, Goodwood, 7459. E-mail:svrlaw@iafrica.com. Aktesbus 112, Docex 7, Goodwood. (Tel. 591-3241.) (Fax: 5919335.)

Case No. 11978/01

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOEGSIEM ABRAHAMS, First Defendant, and SADIA ABRAHAMS, Second Defendant**

In pursuance to a judgment in the above Court and a warrant of execution dated 10 August 2001, the following property will be sold in execution on Thursday, 7 February 2002 at 10h00, to the highest bidder in front of the Mitchells Plain Magistrate's Court:

Erf 22918, Mitchells Plain, in extent 160 (one hundred and sixty) square metres, held by Deed of Transfer No. T31423/2000, situate at 12 Kudu Street, Eastridge, Mitchells Plain.

*Description:* Brick dwelling under asbestos roof comprising 3 bedrooms, kitchen, lounge, bathroom & toilet, vibrecrete fence; burglar bars.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act, the Rules made thereunder and of the Title Deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Magistrate's Court.

Dated at Fish Hoek this the 21st day of November 2001.

S R Boyes, Buchanan Boyes, Plaintiff's Attorneys, 26 First Avenue, Fish Hoek. (Ref. SRB/lc/V47968/34A.)

#### Case No. 1747/2001

#### 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 JAMES JOHNY VAN WYK, 1st Judgment Debtor, and ALICE ELIZABETH VAN WYK, 2nd Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Kuils River on 6 February 2002 at 09h00:

Erf 8650, Brackenfell, situate in the City of Cape Town, Division Stellenbosch, Western Cape Province, also known as 83 Midas Crescent, Pine Lea, Brackenfell, in extent 250 (two hundred and fifty) square metres, comprising tiled roof, brick walls, lounge, diningroom, kitchen, 3 bedrooms, bathroom/toilet, en suite.

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.] (KG Kemp/LvS/G1296.)

#### Case No. 16364/01

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

**In the matter between: BOE (NBS) BANK LIMITED, Judgment Creditor, and ASHLEY DEON ARENDSE, Judgement Debtor**

The undermentioned property will be sold in execution at the Magistrate's Court, Kuils River, on Friday, 8 February 2002 at 09h00:

Erf 4339, Blue Downs, situate in the City of Cape Town, Division of Stellenbosch, Western Cape Province, in extent 319 square metres, held by Deed of Transfer No. T65146/1994 (also known as 21 Spurwing Drive, Electric City, Eerste River).

Comprising a dwelling consisting of 2 x bedrooms, lounge, kitchen, bathroom and toilet.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts' Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of 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.] (KG Kemp/ab/B02164.)

#### Case No. 21959/00

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

**In the matter between CITY OF TYGERBERG, Plaintiff, and MAZITSHANA SIMON ZENYUSE, Defendant**

In pursuance of judgment granted on 21/02/2001, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23/01/2002 at 10:00 at Mitchells Plain Court to the highest bidder:

*Description:* Erf 276, Khayelitsha, in the City of Tygerberg Municipality Cape Division, Province Western Cape, also known as 6 Makwela Street A295 T1V1, Khayelitsha, Erf 00276, in extent 201 sqm.

*Improvements:* Brick building with asbestos roof, bedroom, kitchen, bathroom, toilet.

Held by the Defendant in his name under Deed of Transfer No. T92102/96.

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

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



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

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

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

Dated at Bellville this 9 January 2002.

E C Jearey, for Malan Laas & Scholtz Inc, Plaintiff's Attorneys, M5 Place, 2A Hibiscus Rd, Durbanville, 7550; PO Box 606, Sanlamhof, 7532. [Tel: (021) 976-0966.] (Ref: ECJ/cb/C0500/746.)

**Case No. 22172/00**

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

**In the matter between CITY OF TYGERBERG, Plaintiff, and BHESI THEMBSILE WITBOOI, Defendant**

In pursuance of judgment granted on 13/02/2001, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23/01/2002 at 10:00 at Mitchells Plain Court to the highest bidder:

*Description:* Erf 418, Khayelitsha, in the City of Tygerberg Municipality Cape Division, Province Western Cape, also known as 70 Luleka Street A409 T1V1, Khayelitsha, Erf 00418, in extent 176 sqm.

*Improvements:* Brick building with asbestos roof, bedroom, bathroom, toilet.

Held by the Defendant in his name under Deed of Transfer No. TL46629/92.

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, Mitchells Plain.

Dated at Bellville this 9 January 2002.

E C Jearey, for Malan Laas & Scholtz Inc, Plaintiff's Attorneys, M5 Place, 2A Hibiscus Rd, Durbanville, 7550; PO Box 606, Sanlamhof, 7532. [Tel: (021) 976-0966.] (Ref: ECJ/cb/C0500/681.)

**Saak Nr. 2237/00**

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

**In die saak tussen: STANDARD BANK VAN SUID AFRIKA BEPERK, EISER, FJG SCHLECHTER,  
1ste Verweerder, en M SCHLECHTER, 2de Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof, Mosselbaai, en 'n lasbrief vir eksekusie gedateer 30 Junie 2000, sal die volgende eiendom verkoop word deur die Balju aan die hoogste bieder op Vrydag, 1 Februarie 2002 om 11h00 te ondervermelde perseel:

Erf 564, Tergniet, in die Munisipaliteit en Afdeling van Mosselbaai, Provinsie Wes-Kaap, groot 2 235 (tweeëndertig twee-honderd vyf en dertig) vierkante meter, gehou kragtens Transportakte Nr. T125001/97 (ook bekend as h/v Van Zylstraat & 13de Laan, Tergniet).

Die volgende verbetering is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: 'n Woonhuis met sitkamer, 3 slaapkamers en 2 badkamers.

**Voorwaardes van verkoping:**

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en Reëls daaronder geproklameer en van die terme van die Titelakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 14,5% per jaar sal binne 30 dae vanaf die datum van verkoping aan die Balju of die oordragprokureurs betaal word of gedek word deur 'n goedgekeurde Bank- of Bouverenigingwaarborg binne die gemelde tydperk.

3. **Voorwaardes:** Die voorwaardes van verkoping lê vir insae by die kantoor van Mnre. Zietsman & Le Roux Prokureurs, Montagustraat 100, Mosselbaai, en die Balju, Montagustraat 99, Mosselbaai.

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

Zietsman & Le Roux Prokureurs, Prokureurs vir Eiser, Montagustraat 100, Posbus 83, Mosselbaai, 6500.

**Saaknommer: 6211/01**

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

**In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en B B LEITCH,  
Eerste Eksekusieskuldenaar, en H D LEITCH, Tweede Eksekusieskuldenaar**

Die volgende eiendom sal in eksekusie verkoop word op 6 Februarie 2002 om 12:00 te Laer Gordonsbaaiweg 184, Strand, aan die hoogste bieder:

**Eiendomsbeskrywing:** Erf 6452, Strand, geleë in die Helderberg Munisipaliteit, afdeling Stellenbosch, provinsie Wes-Kaap, groot 494 (vierhonderd vier en negentig) vierkante meter, gehou kragtens Akte van Transport No. T2095/1987 ook bekend as Laer Gordonsbaaiweg 184, Strand.

1. Die volgende verbeteringe word gemeld, maar nie gewaarborg nie: 2 slaapkamers, sitkamer, kombuis, badkamer.

2. 2.1 Die koopprys moet soos volg betaal word:

2.1.1 'n Deposito van tien persent (10%) by wyse van kontant of bankgewaarborgde tjek ten tyde van die verkoping.

2.1.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van twintig per sentum (20%) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos voormeld verseker moet word deur 'n bankwaarborg wat vir die Eiser se Aktebesorger aanvaarbaar is.

2.2 Die voormelde waarborg moet binne 14 (veertien) dae vanaf datum van verkoping deur die koper aan die Balju, of op instruksie van die Balju, aan die Eiser se prokureurs oorhandig word en moet voorsiening maak vir betaling van die genoemde volle balanskoopprys plus rente teen registrasie van transport, op voorwaarde dat indien die Eiser die koper is, geen deposito of waarborg nodig sal wees nie en dat die Eiser die volle koopprys plus rente aan die Balju sal betaal teen registrasie van transport.

3. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. **Voorwaardes:** Die volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Strand op die 26ste dag van November 2001.

Miller Bosman Le Roux, Eiser se Prokureurs, Odeon-Gebou, Kusweg, Strand. [Tel: (021) 854-7386.] (Docex: Docex 1.) (Verw: J H van Zyl.) (Lêernr: VA0417.)

**Saaknommer: 218/01**

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

**In die saak tussen: STAD TYGERBERG, Eiser, en JJ GERMISHUYS, Verweerder**

Ten uitvoering van die vonnis van die Landdroshof, Goodwood, gedateer 14/02/2001, sal die onroerende goed hieronder beskryf op 30 Januarie 2002 om 11:00, by die perseel, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Bekend as Riebeeckstraat 180, Goodwood (geteelde dak, gepleisterde mure, 1 sitkamer, 1 eetkamer, 3 slaapkamers, 1 badkamer met toilet, 1 stoorkamer, 1 motorhuis.)

Erf 3487, Goodwood, geleë in die stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, gehou kragtens Transportakte Nr T37455/1981, groot 496 vierkante meter.

**Verkoopsvoorwaardes:**

1. Die verkoping sal "voetstoots" geskied, onderworpe aan die voorwaardes van die Transportaktenommer waaronder die eiendom gehou word.

2. Een tiende van die koopprys tesame met rente daarop teen 13.00% per jaar vanaf datum van verkoping tot op datum van registrasie van die oordrag. Die koper moet voorts binne 14 (veertien) dae na die verkoping die Vonnisiskuldeiser voorsien van 'n bank- of bougenootskapswaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Goodwood.

Gedateer te Goodwood op hierdie 28ste dag van November 2001.

A. van Rhyn, vir Steyn & Van Rhyn, Voortrekkerweg 45, Goodwood, 7460; Posbus 205, Goodwood, 7459. (E-mail: svrlaw@iafrica.com) (Aktebus 112.) (Docex 7, Goodwood.) (Tel: 591-3241.) (Fax: 591-9335.)

Case No: 10439/2001

## 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  
STANLEY PETER ABRAHAMS, Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrates' Courthouse, Kuils River on 8 February 2002 at 09h00:

Erf 6589, Kuils River, in the City of Cape Town, Stellenbosch Division, Western Cape Province, also known as 51 Jana Street, Kuils River, in extent 326 (three hundred and twenty six) square metres, comprising attached house, 2 bedrooms, lounge, kitchen, bathroom.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts' Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for 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/G1260.)

Case No: 8258/2001

## IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between: BOE (NBS) BANK LIMITED, Judgment Creditor, and CHARLES JOCK BOUCHER,  
First Judgment Debtor, and KAREN BOUCHER, Second Judgment Debtor**

The undermentioned property will be sold in execution on the premises at 4 Eggar Crescent, Duynfontein, Melkbosstrand, on Wednesday, 6 February 2002 at 11h00:

Erf 2961, Melkbosstrand, situate in the City of Cape Town, Division Cape, Western Cape Province, in extent 858 square metres, held by Deed of Transfer No. T.9763/2000 (also known as 4 Eggar Crescent, Duynfontein, Melkbosstrand).

Comprising of dwelling with 3 bedrooms, lounge, dining room, kitchen, 1/2 bathroom, swimming pool and single garage.

The sale shall be by public auction without reserve to the highest bidder, subject to the High Court Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the High Court, Malmesbury, and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [KG Kemp Tel: (021) 945-3646.] (KG Kemp/AB/B02163.)

Case No: 11797/2001

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

**In the matter between: NEDCOR BANK LIMITED, Judgment Creditor, and  
VIRGILL OBRIEN PATIENCE, 1st Judgment Debtor, and URSULA PATIENCE, 2nd Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrates' Courthouse, Goodwood, on 4 February 2002 at 10h00:

Erf 134082, Cape Town, at Bonteheuwel, in the City of Cape Town, Cape Division, Western Cape Province, also known as 59 Bonteheuwel Avenue, Bonteheuwel, in extent 221 (two hundred and twenty one) square metres, comprising asbestos roof, brick walls, 1 kitchen, 1 bathroom, 1 lounge, 2 bedrooms.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts' Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Goodwood, and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel: (021) 945-3646.] (Ref: KG Kemp/LvS/G1124.)



Case No 28163/01

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

**In the matter between NEDCOR BANK LIMITED versus DENNIS CHRIS BURGESS**

The following property will be sold in execution by public auction held at Flat A2, Owerbosch, Radar Road, Bloubergsands, to the highest bidder on Tuesday, 5 February 2002 at 10.00 AM:

Section No 2, in the scheme known as Owerbosch, in extent 62 (sixty two) square metres, held by Deed of Transfer ST12336/2000, situate at Flat A2, Owerbosch, Radar Road, Bloubergsands.

**Conditions of sale:**

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Brick & mortar chromadeck double storey, 2 bedrooms (top floor), 1 bathroom (top floor), lounge (ground floor), parking bay.

3. **Payment:** Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 13,00% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 14th day of November 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town. (Tel: 419-6469.) (Ref: Mrs D Jardine/C20413.)

Saaknommer: 2067/2001

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

**In die saak tussen: SAAMBOU BANK BEPERK, Eiser, en JOHAN HENDRI BASSON, 1ste Verweerder, en YVONNE HULME, 2de Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 3 Oktober 2001, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 1 Februarie 2002 om 9h00 op die perseel te Erf 5089, Malmesbury, Kloofstraat 15, Malmesbury, 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 5089, Malmesbury, in die Swartland Munisipaliteit, Afdeling Malmesbury, Provinsie van Wes-Kaap, groot 501 (vyf honderd en een) vierkante meter, gehou kragtens Transportakte nr T72470/1998.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonhuis met sink dak, oopplan kombuis, sitkamer, 3 slaapkamers, 1 1/2 badkamers, enkel motorhuis, plus 'n aparte woonstel met braaikamer.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C J Veldtman (Tel 939-0040) en/of Die Balju vir die Landdroshof, M S T Basson, Malmesbury [Tel: (022) 482-3090.]

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, C J Veldtman (Tel 939-0040) en/of Die Balju vir die Landdroshof, M S T Basson, Malmesbury [Tel (022) 482-3090.]

**Datum:** 12 November 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw: CJV/RB/3058.)

Saak No. 6143/01

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

**In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en H J H SWART, Eerste Eksekusieskuldenaar, en M SWART, Tweede Eksekusieskuldenaar**

Die volgende eiendom sal in eksekusie verkoop word op 7 Februarie 2002 om 11:00 te Flamingslot 3, Gordonsbaai, aan die hoogste bieder:

**Eiendomsbeskrywing:** Erf 5929, Gordonsbaai, geleë in die Helderberg Munisipaliteit, afdeling Stellenbosch, provinsie Wes-Kaap, groot 254 (tweehonderd vier en vyftig) vierkante meter, gehou kragtens Akte van Transport No. T7875/00, ook bekend as Flamingslot 3, Gordonsbaai.

1. Die volgende verbetering word gemeld, maar nie gewaarborg nie: 3 x slaapkamers, sitkamer, kombuis, eetkamer, 1 x badkamer, garage.

2. 2.1 Die koopprys moet soos volg betaal word:

2.1.1 'n Deposito van tien persent (10%) by wyse van kontant of bankgewaarborgde tjek ten tyde van die verkoping:

2.1.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van twintig per centum (20%) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks berekening en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos voormeld verseker moet word deur 'n bankwaarborg wat vir die eiser se Aktebesorger aanvaarbaar is.

2.2 Die voormelde waarborg moet binne 14 (veertien) dae vanaf datum van verkoping deur die Koper aan die Balju, of op instruksie van die Balju, aan die eiser se prokureurs oorhandig word en moet voorsiening maak vir betaling van die genoemde volle balanskoopprys plus rente teen registrasie van transport, op voorwaarde dat indien die eiser die Koper is, geen deposito of waarborg nodig sal wees nie en dat die Eiser die volle koopprys plus rente aan die Balju sal betaal teen registrasie van transport.

3. Die Balju sal van enige biebër vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes:* Die volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Strand op die 14de dag van November 2002.

Miller Bosman le Roux, Eiser se Prokureurs, Odeon-Gebou, Kusweg, Strand. [Tel. (021) 854-7386.] (Docex: Docex 1.) (Verw. J H van Zyl.) (Lêernr: VA0405.)

Saak No. 5537/01

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

**In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en ATELIER ACHT EIENDOMME CC, Eerste Eksekusieskuldenaar, en JOHN ATHERTON WATSON, Tweede Eksekusieskuldenaar**

Die volgende eiendom sal in eksekusie verkoop word op 7 Februarie 2002 om 10:00 te Dolphin Way 40, Gordonsbaai, aan die hoogste biebër:

*Eiendomsbeskrywing:* Erf 4650, Gordonsbaai, geleë in die Helderberg Munisipaliteit, afdeling Stellenbosch, provinsie Wes-Kaap, groot 305 (drie honderd en vyf) vierkante meter, gehou kragtens Akte van Transport No. T11187/00, ook bekend as Dolphin Way 40, Gordonsbaai.

1. Die volgende verbetering word gemeld, maar nie gewaarborg nie: 2 x slaapkamers, oopplan kombuis/sitkamer, 1 x badkamer.

2. 2.1 Die koopprys moet soos volg betaal word:

2.1.1 'n Deposito van tien persent (10%) by wyse van kontant of bankgewaarborgde tjek ten tyde van die verkoping:

2.1.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van twintig per centum (20%) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks berekening en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos voormeld verseker moet word deur 'n bankwaarborg wat vir die eiser se Aktebesorger aanvaarbaar is.

2.2 Die voormelde waarborg moet binne 14 (veertien) dae vanaf datum van verkoping deur die Koper aan die Balju, of op instruksie van die Balju, aan die eiser se prokureurs oorhandig word en moet voorsiening maak vir betaling van die genoemde volle balanskoopprys plus rente teen registrasie van transport, op voorwaarde dat indien die eiser die Koper is, geen deposito of waarborg nodig sal wees nie en dat die Eiser die volle koopprys plus rente aan die Balju sal betaal teen registrasie van transport.

3. Die Balju sal van enige biebër vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes:* Die volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Strand op die 14de dag van November 2002.

Miller Bosman le Roux, Eiser se Prokureurs, Odeon-Gebou, Kusweg, Strand. [Tel. (021) 854-7386.] (Docex: Docex 1.) (Verw. J H van Zyl.) (Lêernr: VA0397.)

Saak No. 14255/01

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en PIET MATTHYS, Verweerder**

**EIENDOM GELEË TE: BUITEN SINGEL 140, SCOTSDENE, KRAAIFONTEIN**

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 5 Oktober 2001 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p/a Landdroskantoor, Kuilsrivier per publieke veiling te koop aangebied op 1 Februarie 2002 om 09h00:

Erf 2770, Scottsdene, afdeling Stellenbosch, groot 430 vierkante meter, ook bekend as Buiten Singel 140, Scottsdene, gehou kragtens Transportakte Nr T80778/95.

**Voorwaardes:**

1. Die eiendom sal deur die Afslaer en/of Balju Landdroshof van Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hierna vermelde voorwaardes.
2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.
3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprijs kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n Bank of Bouvereniging wat deur die Eiser se Prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaer binne sewe (7) dae na die datum van verkoping verstrekkend word.
3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 13,75% per jaar op die balans van die koopprijs, vanaf die verloop van een maand na die verkoping tot datum van transport.
4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die Prokureur van die Vonisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

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

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532.

*Datum en verwysing:* 23 November 2001, Mev. Swart/AM238.)

**Saak No. 10804/00**

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en SELWYN ALBERT SMUTS & SADIA SMUTS, Verweerders**

**EIENDOM GELEË TE: 36STE LAAN 20, ELSIESRIVIER**

Ingevolge 'n vonnis van die Landdroshof te Goodwood gedateer 21 Augustus 2000 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p/a Landdroskantoor, Goodwood per publieke veiling te koop aangebied op 6 Februarie 2002 om 10h00:

Erf 13701, Goodwood, afdeling Kaap, groot 540 vierkante meter, ook bekend as 36ste Laan 20, Elsiesrivier, gehou kragtens Transportakte Nr T29443/95.

**Voorwaardes:**

1. Die eiendom sal deur die Afslaer en/of Balju Landdroshof van Goodwood verkoop word aan die hoogste bieder, onderhewig aan die hierna vermelde voorwaardes.
2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.
3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprijs kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n Bank of Bouvereniging wat deur die Eiser se Prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaer binne sewe (7) dae na die datum van verkoping verstrekkend word.
3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 14,50% per jaar op die balans van die koopprijs, vanaf die verloop van een maand na die verkoping tot datum van transport.
4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die Prokureur van die Vonisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

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

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532.

*Datum en verwysing:* 23 November 2001, Mev. Swart/AS170.)

**Saak No. 6935/01**

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

**In die saak tussen: ABSA BANK LIMITED, Eiser, en RALPH HYMIE ROUX, Verweerder, en SHARON DIANA ROUX, 2de Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 14 September 2001 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom om 11h00 op 28 Januarie 2002 te die Landdroskantoor, Bergrivier Boulevard, Paarl, geregtelik verkoop sal word, naamlik:



Erf 16046, Paarl, in die Munisipaliteit en Afdeling Paarl, Weskaap, groot 210 vierkante meters—Gehou deur Transportakte Nr T70495/2000 ook bekend as Theyskeerweg 5, Mountain View, Paarl.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Du Toitstraat 40, Paarl, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 07 November 2001.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl. 8711200; Posbus 20, Paarl, 7622. (Verw. SV/DDT00001.)

Aan: Die Balju van die Landdroshof.

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### SALE IN EXECUTION

#### NEDCOR BANK LIMITED vs S F & F MCKEITH

##### Mitchells Plain, Case No. 26103/00

*The property:* Erf 32417, Mitchells Plain, in extent 137 square metres, situate at 19 Metropolitan Street, Beacon Valley.

*Improvements* (not guaranteed): Brick bldg, asbestos roof, vibre-crete fence, burglar bars, outside bldgs, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom & toilet.

*Date of sale:* 5 February 2002 at 10.00 am.

*Place of sale:* Mitchells Plain Magistrate's Court.

*Material conditions:* The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain (south).

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

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#### Case No. 12240/2001

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

##### In the matter between: TRANSNET LIMITED, Plaintiff/Execution Creditor, and RENDEL REUBEN HOOGBA, First Defendant/Execution Debtor, and DELIE GETRUIDA HOOGBA, Second Defendant/Execution Debtor

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 20th November 2000, the under-mentioned property will be sold in execution at the Kuils River Courthouse on Friday, the 1st day of February 2002 at 09h00:

Erf 4507, Eerste River, situate in the City of Cape Town (formerly the Oostenberg Municipality), Stellenbosch Division, Western Cape Province, measuring 250 (two hundred and fifty) square metres, held by Deed of Transfer No. T49418/1992, comprising of brick building under tiled roof, plastered walls, dining room, two bedrooms, kitchen and bathroom, and known as 54 Atlantic Avenue, Forest Park, Eerste River, 7100.

##### *Conditions of sale:*

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and to the Title Deed in so far as these are applicable.

##### *2. Terms:*

The purchase price shall be paid as to 10 (ten) per cent thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the Bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved Bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the office of Plaintiff's attorneys as reflected hereunder.

Dated at Cape Town this 27th day of November 2001.

M K Engelbrecht, Canca Incorporated, Plaintiff's Attorneys, 14th Floor, ABSA Centre, Thibault Square, Cape Town. [Tel. No. (021) 419-3355.] (Ref. MKE/RD/H1725.)

Saak No. 7907/01

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

**In die saak tussen: ABSA BANK LIMITED, Eiser, en JOHNATHAN ALEXANDER, Verweerder, en  
PHILLIDA DORETHY ALEXANDER, 2de Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 26 September 2001 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom om 11h00 op 28 Januarie 2002 te die Landdroskantoor, Bergrivier Boulevard, Paarl, geregtelik verkoop sal word, naamlik:

Erf 22156, Paarl, in die Munisipaliteit en Afdeling Paarl, Wes-Kaap, groot 278 vierkante meter, gehou deur Transportakte Nr. T117856/97 ook bekend as Vivian Mattheestraat 7, Paarl.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Du Toitstraat 40, Paarl, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 06 November 2001.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl. 8711200; Posbus 20, Paarl, 7622. (Verw. SV/DHI00001.)

Aan: Die Balju van die Landdroshof.

Saak No. 6416/98

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

**In die saak tussen: ABSA BANK LIMITED, t/a ALLIED BANK, Eiser, en E VAN DER MERWE, Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 3 September 1998 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom om 10h00 op 28 Januarie 2002 te Hoofstraat 32, Wellington, geregtelik verkoop sal word, naamlik:

Erf 6723, Wellington, in die gebied van die Oorgangsraad van Wellington Afdeling Paarl, provinsie Weskaap, groot 600 vierkante meters—Gehou deur Transportakte Nr T68045/95, ook bekend as Hoofstraat 32, Wellington.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Hoofstraat 54, Wellington ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 06 November 2001.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl. 8711200; Posbus 20, Paarl, 7622. (Verw. SV/ZCC001.)

Aan: Die Balju van die Landdroshof.

Saak No. 11311/97

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

**In die saak tussen: ABSA BANK, t/a ALLIED BANK, Eiser, en P M LUITERS, Verweerder en  
A LUITERS, 2de Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 26 Januarie 1998 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom om 10h00 op 28 Januarie 2002 te Middelstraat, Springbok, geregtelik verkoop sal word, naamlik:

Erf 1374, Springbok, geleë in die Munisipaliteit van Springbok—Afdeling van Namakwaland, Noordelike Provinsie—groot 416 vierkante meters—gehou deur Transportakte Nr T43054/92 ook bekend as Middelstraat, Springbok.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Uniestraat 12, Springbok, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 07 November 2001.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl. 8711200; Posbus 20, Paarl, 7622. (Verw. SV/JVD001.)

Aan: Die Balju van die Landdroshof.

Saak No. 2179/01

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

**In die saak tussen: ABSA BANK LIMITED, Eiser, en ROBERT V PITMAN, Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 07 Mei 2001 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom om 10h00 op 28 Januarie 2002 te die Pieter Wiumstraat 42, Paarl, geregteelik verkoop sal word, naamlik:

Erf 8925, Paarl Munisipaliteit in die Afdeling Paarl, Wes-Kaap Provinsie, groot 727 vierkante meters, gehou deur Transportakte Nr T6143/99, ook bekend as Pieter Wiumstraat 42, Paarl.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Afslaer, Aïda Eiendomme, Hoofstraat 230, Paarl, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 12 November 2001.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl. 8711200; Posbus 20, Paarl, 7622. (Verw. SV/CPS001.)

Saak No. 4394/00

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

**In die saak tussen: ABSA BANK LIMITED, Eiser, en ESTHER JILIAN MARAIS, Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 12 Julie 2000 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom om 10h00 op 29 Januarie 2002 te Tulbaghstraat 7, Charleston Hill, Paarl, geregteelik verkoop sal word, naamlik:

Erf 5231, Paarl, in die munisipaliteit en afdeling van Paarl, Wes -Kaap provinsie, groot 747 vierkante meter, gehou deur Transportakte Nr T1940/98 ook bekend as Tulbaghstraat 7, Charleston Hill, Paarl.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Du Toitstraat 40, Paarl, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 12 November 2001.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl. 8711200; Posbus 20, Paarl, 7622. (Verw. SV/BUQ001.)

Aan: Die Balju van die Landdroshof.

Saak No. 4241/01

## IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SOMERSET WEST GEHOU TE SOMERSET WEST

**In die saak tussen: ABSA BANK LIMITED, Eiser, en CHARLES SEDZE, Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 29 Augustus 2001 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom om 10h00 op 29 Januarie 2002 te die Landdroskantoor, Caledonstraat, Somerset-Wes, geregteelik verkoop sal word, naamlik:

Erf 1835, Macassar, in die plaaslike afdeling van Macassar, afdeling van Stellenbosch, groot 120 vierkante meters, gehou deur Transportakte Nr T28633/94, ook bekend as Ringlaan 85, Macassar.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Kerkstraat 5, Somerset Wes, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 12 November 2001.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl. 8711200; Posbus 20, Paarl, 7622. (Verw. SV/DAL001.)

Aan: Die Balju van die Landdroshof.



Saak No. 610/2001

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

**MAAS TRANSPORT, Eiser, en J JORDAAN, Verweerder**

Die volgende onroerende eiendom word per openbare veiling verkoop op Dinsdag, 5 Februarie 2002 om 11h00 by bogemelde Hof:

Erf 21723, Paarl, 310 vierkante meter groot en geleë te Debatslotsingel 7, New Orleans, Paarl.

*Verbeterings* (nie gewaarborg nie): 3 slaapkames, sitkamer, kombuis met ingeboude kaste en badkamer.

Die veilingsvoorwaardes wat van toepassing is sal voor die veiling uitgelees word en is ter insae by die Balju van die Hof bomeld en bepaal onder andere dat:

1. Die verkoping voetstoots is aan die hoogste bieder.
2. Een-tiende van die koopprys 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 Bellville op 11 Desember 2001.

Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.

Saaknr: 1249/98

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

**In die saak tussen: NBS BOLAND BANK BEPERK, Eiser, en LYDIA GROBLER, Eerste Verweerder, en WILLEM JOHANNES GROBLER, Tweede Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n lasbrief vir eksekusie gedateer 22 November 2001, sal die volgende eiendom verkoop word deur Mnre Van Rensburgs Eiendomme en Veilings aan die hoogste bieder op Woensdag, 6 Februarie 2002 om 10h00 te ondervermelde perseël:

Erf 4152, George, geleë in die munisipaliteit en afdeling van George, groot 1 115 m<sup>2</sup>, gehou kragtens Transportakte Nr T52708/90 (ook bekend as Azalea Straat 7, George).

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, 3 slaapkamers, 2 badkamers, 2 storte, 2 toilette, garage, buitekamer, buitetoilet.

*Voorwaardes van verkoping:*

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshowewet en reëls daaronder geproklameer en van die terme van die Titelakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van verkoping aan die Balju, George en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 19% per jaar sal binne 30 dae aan die Balju, George betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapswaarborg.

3. *Voorwaardes:* Die volle voorwaardes van verkoping lê vir insae by die kantore van Mnre Van Rensburgs Eiendomme en Veilings, Mnre Millers Ingelyf, Beacons huis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36a, George.

Gedateer te George op hierdie 11de dag van Desember 2001.

Millers Ingelyf, Prokureurs vir Eiser, Beacons huis, Meadestraat 123, George. (Verw: FJB/MDL/N1570-Z02120.)

Case No. 12815/01

## IN THE MAGISTRATE'S COURT KUILS RIVER HELD AT KUILS RIVER

**TRANSNET LIMITED, Judgment Creditor, and MOOS GEORGE and AEROLENE GEORGE, Judgment Debtors**

The following will be sold in execution in front of the Courthouse for the District of Kuils River on Monday, 4 February 2002 at 09h00 to the highest bidder.

Erf 3835, Eerste River, measuring 351 square metres, held by Deed of Transfer No T76060/1992, situate at 19 Kanabas Street, Beverley Park, Eerste River.

1. The following improvements on the property are reported but nothing is guaranteed: Single dwelling unit of brick walls under tiled roof.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 16,5% on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer which amounts are to be secured by approved bank guaranteed cheque to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the Sheriff prior to the sale and may be inspected at the office of the Sheriff.

C H Dreyer, for Silberbauers-Brits, Plaintiff's Attorney, 9 Louwville Street, Bellville. (Ref: CHD/at/101968.)

**Saak No: 16304/01**

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

**In die saak tussen: ABSA BANK BEPERK, Eiser, en LEON PETER SLABBERT, N.O., HESTER HAZEL SLABBERT, N.O., en JOHN JAMES WARD, N.O., in hul gesamentlike hoedanigheid as Trustees vir die tydperk van Leon Peter Slabbert Trust IT860/98, Verweerder**

In die gemelde saak sal 'n veiling gehou word op 1 Februarie 2002 om 12h00 te Joubertstraat 164, Protea Heights, Brackenfell:

Erf 13989, Brackenfell, divisie: Stellenbosch, provinsie van die Wes-Kaap, groot 668 vierkante meter, gehou deur die Verweerder kragtens Transportakte Nr. T81350/00.

1. *Verbeterings* (nie gewaarborg nie): 'n Woonhuis bestaande uit 3 slaapkamers, 2 badkamers, 1 studeerkamer, 1 eetkamer, 1 sitkamer, 1 kombuis, 1 waskamer, 1 braai area asook dubbelmotorhuis.

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 koopprijs 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 11 Desember 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/Z06325.)

**Case No: 16690/01**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and JAMES JONKERS, Defendant**

In pursuance of a judgment granted against the Defendant by the Honourable Court on 19 November 2001 and a warrant of execution issued thereto, the undermentioned immovable property described as:

Erf 1198, Hagleys, situate in the City of Cape Town, Stellenbosch Division, Province of the Western Cape and held by Deed of Transfer No. T81381/1994 being 16 Sir Lancelot Street, Hagley, Kuils River, in extent 325 (three hundred and twenty five) square metres.

The abovementioned property will be sold in execution at Kuils River Court on Wednesday, 30 January 2002 at 09H00.

The said property has the following improvements (but not guaranteed): Tiled roof, lounge, kitchen, 2 bedrooms, bathroom and toilet.

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

Dated at Cape Town this 11th day of December 2001.

A S Hurter, for Truter & Hurter Incorporated, Attorneys for Judgment Creditor, 5th Floor, Dumbarton House, 1 Church Street, Cape Town. (Ref: ASH/lvz/26636.)

**Case No. 1356/2001  
Box 127**

**IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)**

**In the matter between BOE BANK LIMITED, Reg No. 51/00847/06, Plaintiff, and  
SHAMILA POTTS, N.O., Defendant**

In pursuance of a judgment of the above Honourable Court and writ of execution dated 30 April 2001, the property listed hereunder, and commonly known as Erf 53, Ocean View, a.k.a. 5 Lynx Avenue, Ocean View, Western Cape Province, will be sold in execution at the site on Wednesday, 6 February 2002 at 10h00 to the highest bidder.

Erf 53, Ocean View, in the City of Cape Town (South Peninsula Administration), Cape Division, Western Cape Province, extent 317 (three hundred and seventeen) square metres, held under Deed of Transfer No. T43109/89.

The following improvements are reported to be on the property, but nothing is guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms, bathroom, toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Simonstown, 131 St George's Road, Simonstown, 7995. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 10 December 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref: IB/C Smith/N44540.)

**Case No. 8982/2000**

IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

**In the matter between: BOE BANK LIMITED, Reg. No. 51/00847/06, Plaintiff, and  
DU CAP PROPERTIES CC, CK87/28359/23, Defendant**

In pursuance of a judgment of the above Honourable Court and writ of execution dated 5 December 2001, the property listed hereunder, and commonly known as 81 New Church Street, Cape Town, Western Cape Province, will be sold in execution at the site on Thursday, 7 February 2002 at 10h00 to the highest bidder.

*Erf*: Remainder Erf 94522, Cape Town, in the City of Cape Town, Cape Division, Western Cape Province, extent 167 (one hundred and sixty seven) square metres, held under Deed of Transfer No. T53402/1997.

The following improvements are reported to be on the property, but nothing is guaranteed: Triple storey dwelling (double and basement) comprising of lounge, kitchen, five bedrooms, study, laundry, bathroom, toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town, Mandatum Building, Barrack Street, Cape Town, 8001. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on this 11th day of December 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref: IB/C SMITH/N42494.)

**Case No. 43709/00**

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

**In the matter between: PROPELL LEVY FINANCE SOLUTIONS (PTY) LIMITED, Plaintiff, and N JAJULA, Defendant**

The undermentioned property will be sold in execution by public auction at 712 Senator Park, Keerom Street, Cape Town on 5 February 2002 at 09h00 to the highest bidder, namely:

1. A unit consisting of:

A. Section 167, as shown and more fully described on Sectional Plan No. SS116/81, in the scheme known as Senator Park, in respect of the land and building or buildings situate at Cape Town, in the City of Cape Town, Cape Division, of which section the floor area, according to the said sectional plan is 43 (forty three) square metres in extent; and

B. an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer No. ST3129/97.

*Physical address*: 712 Senator Park, Keerom Street, Cape Town.

*Conditions of sale*:

1. The following information is furnished, but not guaranteed, namely a brick bachelor flat with a 1 kitchen and bathroom and intercom system: 43 (forty three) square metres in extent.

2. *Payment*: Ten per centum (10%) of the purchase price in cash or by means of a bank or building society guaranteed cheque on the day of the sale and the balance together with the interest thereon at the prevailing rate from time to time from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

3. *Conditions*: The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

Dated at Cape Town on this 14th day of December 2001.

M. Bey, for C. K. Friedlander Shandling Volks, Attorneys for Plaintiff, 8th Floor, Greenmarket Place, 54 Shortmarket Street, Cape Town. (Tel: 423-6120.) (Ref: MB/lh 22-0043.)



Case No: 12267/96

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

**In the matter between: COMMUNITY BANK, Judgment Creditor, and PATRICK CLAASSEN JONES, First Judgment Debtor, and CATHERINE DOROTHY JONES, Second Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Court, Kuils River on Friday, the 8th day of February 2002 at 09:00.

Erf 11107, Kraaifontein, in the City of Cape Town, Cape Division, Western Cape Province, also known as 27 Green Street, Scottsville, Kraaifontein, in extent 157 (one hundred and fifty seven) square metres.

*Comprising:* The following information is furnished but not guaranteed: Double storey, 2 bedrooms, lounge, kitchen, bathroom & toilet and servant quarters.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Bellville/Kuils River, and will be read out by the Auctioneer prior to the sale.

K. G. Kemp, for Smuts Kemp & Smal, Judgment Creditor's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/WB/B339.)

Case No: 1059/2001

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

**In the matter between: NEDCOR BANK LIMITED, Judgment Creditor, and JOHN CARL OCKHUYS, 1st Judgment Debtor, and KATRINA HENDRIKA DINA OCKHUYS, 2nd Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Court, Vredenburg on 7 February 2002 at 10h00:

Erf 4334, Saldanha, situate in the Saldanha Bay Municipality, Division of Malmesbury, Western Cape Province, also known as 13 Monk Street, Diazville, in extent 312 (three hundred and twelve) square metres.

*Comprising* dwelling, nothing guaranteed.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Bellville/Kuils River, and will be read out by the Auctioneer prior to the sale.

K. G. Kemp, for Smuts Kemp & Smal, Judgment Creditor's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/LvS/G1430.)

Case No: 27685/2001

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

**In the matter between: UNIBANK LIMITED, Judgment Creditor, and ERF 540 BLOUBERGSTRAND CC, Judgment Debtor**

The undermentioned property will be sold in execution at 18 Drummond Road, West Beach, Table View on Thursday, the 7th day of February 2002 at 09:00.

Erf 15104, Milnerton, in the City of Cape Town, Cape Division, Western Cape Province, also known as 18 Drummond Road, West Beach, Table View, in extent 775 (seven hundred and seventy five) square metres.

*Comprising:* The following information is furnished but not guaranteed: Brick dwelling with tiled roof, enclosed garden and swimming pool.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Cape Town, and will be read out by the Auctioneer prior to the sale.

K. G. Kemp, Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/WB/B1863.)

Saakn. 6738/99

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaaip die Goeie Hoop Provinsiale Afdeling)

**In die saak tussen: EERSTE NASIONALE BANK VAN SUID-AFRIKA, Eiser, en PETRUS JOHANNES CRONJE, Verweerder**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 27 Julie 1999 in bogemelde saak sal 'n verkoping (sonder reserwe) by die Landdroskantoor, Hofstraat, Albertinia, 6695 gehou word op Vrydag, 18 Januarie 2002 om 10h00, van die ondergemelde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die Afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van MJ Vermeulen Ingelyf, Stasiestraat 12, Posbus 129, Albertinia.

1. Gedeelte 13 (gedeelte van Gedeelte 2) van die plaas Melkhoutefontein Nr. 449, in die Afdeling van Riversdal, provinsie Wes-Kaap, groot: 254,9673 (tweehonderd vier en vyftig komma nege ses sewe drie) hektaar, gehou kragtens Transportakte Nr. T12828/1989.

2. Gedeelte 14 (Gedeelte van Gedeelte 2) van die plaas Melkhoutefontein Nr. 449, in die Afdeling van Riversdal, provinsie Wes-Kaap, groot: 1,5383 (een komma vyf drie agt drie) hektaar, gehou kragtens Transportakte Nr. T12828/1989.

3. Gedeelte 20 (Gedeelte van Gedeelte 8) van die plaas Melkhoutefontein Nr. 449, in die Afdeling van Riversdal, provinsie Wes-Kaap, groot: 94,1766 (vier en negentig komma een sewe ses ses) hektaar, gehou kragtens Transportakte Nr. T12828/1989.

4. Erf 190, The Fisheries, in die gebied van Gouritzmond Oorgangsraad, in die Afdeling van Riversdal, provinsie Wes-Kaap, groot: 1 202 (eenduisend tweehonderd en twee) vierkante meter, gehou kragtens Transportakte Nr. T30141/1984.

5. Restant van Gedeelte 9 (Gedeelte van Gedeelte 4) van die plaas Buffelsfontein Nr. 435, in die Afdeling van Riversdal, provinsie Wes-Kaap, groot: 11,1768 (elf komma een sewe ses agt) hektaar, gehou kragtens Transportakte Nr. T37643/1992.

6. Erf 918, Albertinia, in die Munisipaliteit van Albertinia, in die Afdeling van Riversdal, provinsie Wes-Kaap, groot: 6,8679 (ses komma agt ses sewe nege) hektaar, gehou kragtens Transportakte Nr. T53897/1994.

7. Gedeelte 13 van die plaas Aasvogelbergt Nr. 434, in die afdeling Riversdal, provinsie Wes-Kaap, groot: 43,0348 (drie en veertig komma nul drie vier agt) hektaar, gehou kragtens Transportakte T34871/1976.

8. Erf 1409, Albertinia, in die Munisipaliteit van Albertinia, in die afdeling Riversdal, provinsie Wes-Kaap, groot: 2 480 (tweeduisend vierhonderd en tagtig) vierkante meter, gehou kragtens Transportakte Nr. T83/1986.

Na bewering is die eiendom verbeter, maar niks is gewaarborg nie.

Geteken te Albertinia op hede die 6de dag van Desember 2001.

M. J. Vermeulen Ingelyf, Prokureurs vir Eiser, Stasiestraat 12 (Posbus 129), Albertinia, 6695. [Tel. (028) 735-1129.]

Balju: Mnr. G. Alberts, Posbus 66, Riversdal, 6670.

**Case No. 6738/99**

**IN THE HIGH COURT OF SOUTH AFRICA**

(Provincial Section Cape of Good Hope)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
PETRUS JOHENNS CRONJE, Defendant**

In the pursuance of the judgment of the High Court for warrant of execution, the following immovable property will be sold in execution on 18/1/2002 at 10h00 at the Magistrate's Court, Hof Street, Albertinia, to the highest bidder via:

1. Portion 13 (portion of Portion 2) of the Farm Melkhoutefontein Nr 449, in the Section of Riversdale, Province Western Cape, size: 254,9673 (two hundred fifty four comma nine six seven three) hectare, held Transfer Deed T12828/1989.

2. Portion 14 (portion of Portion 2) of the farm Melkhoutefontein Nr 449, in the section of Riversdale, Province Western Cape, size: 1,5383 (one comma five three eight three) hectare, held Transfer Deed Nr T12828/1989.

3. Portion 20 (portion of Portion 8) of the farm Melkhoutefontein Nr 449, in the section of Riversdale, Province Western Cape, size: 94,1766 (ninety four comma one seven six six) hectare, held Transfer Deed Nr T12828/1989.

4. Erf 190, The Fisheries, in the area of the Gouritzmond Transitional Council, in the section of Riversdale, Province Western Cape, size: 1 202 (one thousand two hundred and two) square meter, held Transfer Deed Nr T30141/1984.

5. Restante of Section 9 (Section of Section 4) of the farm Buffelsfontein Nr 435, in the Section of Riversdale, Province Western Cape, size: 11,1768 (eleven comma one seven six eight) hectare, held Transfer Deed Nr T37643/1992.

6. Erf 918, Albertinia, in the Municipality of Albertinia, in the section of Riversdale, Province Western Cape, size: 6,8679 (six comma eight six seven nine) hectare, held Transfer Deed nr. T53897/1994.

7. Section 13 of the farm Aasvogelbergt Nr 434, in the section of Riversdale, Province Western Cape, size: 43,0348 (thirty four comma nil three four eight) hectare, held Transfer Deed Nr T34871/1976.

8. Erf 1409, Albertinia, in the Section Riversdale, Province Western Cape, size: 2480 (two thousand four hundred and eighty) square meter, held Transfer Deed Nr. T83/1986.

*On the following terms and conditions.*

1. The property shall be sold voetstoots to the highest bidder, subject to the conditions of the Magistrate's Court Act No. 32 of 1944, as amended, and subject to the conditions of the existing title deeds.

2. The purchase price will be payable as follows:

(a) The purchaser shall pay a deposit of ten (10%) percent of the purchase price, together with 7.98% auctioneer's commission in cash against signing of the conditions of sale or by way of a bank guaranteed cheque.

(b) The balance of the purchase price shall be payable together with interest thereon at the rate of 20% per annum within twenty one (21) days from the date of sale by means of an acceptable bank or building society guarantee, payable free of bank charges to Messrs MJ Vermeulen & Partners, Albertinia, against registration of transfer of the property in the name of the purchaser.

3. The full conditions of sale may be inspected at the offices of the Messenger of the Court, Riversdale, or at the offices of Plaintiff's Attorneys and will be read out before the sale.

4. (1) Portion 13 (portion of Portion 2), of the farm Melkhoutefontein Nr 449, in the section of Riversdale, Province Western Cape, size: 254,9673 (two hundred fifty four comma nine six seven three) hectare, held Transfer Deed Nr T12828/1989.

4. (2) Portion 14 (portion of Portion 2) of the farm Melkhoutefontein Nr 449, in the section of Riversdale, Province Western Cape, size: 1,5383 (one comma five three eight three) hectare, held Transfer Deed Nr T12828/1989.

4. (3) Portion 20 (portion of Portion 8) of the farm Melkhoutefontein Nr 449, in the section of Riversdale, Province Western Cape, size: 94,1766 (ninety four comma one seven six six) hectare, held Transfer Deed Nr T12828/1989.

4. (4) Erf 190, The Fisheries, in the Area of the Gouritzmond Transitional Council, in the section of Riversdale, Province Western Cape, size: 1 202 (one thousand two hundred and two) square meter, held Transfer Deed Nr. T30141/1984.

4. (5) Restante of Section 9 (section of Section 4) of the farm Buffelsfontein Nr 435, in the section of Riversdale, Province Western Cape, size: 11,1768 (eleven comma one seven six eight) hectare, held Transfer Deed Nr. T37643/1992.

4. (6) Erf 918, Albertinia, in the Municipality of Albertinia, in the section of Riversdale, Province Western Cape, size: 6,8679 (six comma eight six seven nine) hectare, held Transfer Deed Nr. T53897/1994.

4. (7) Section 13 of the farm Aasvogelbergt Nr 434, in the section of Riversdale, Province Western Cape, size: 43,0348 (thirty four comma nil three four eight) hectare, held Transfer Deed Nr T34871/1976.

4. (8) Erf 1409, Albertinia, in the section of Riversdale, Province Western Cape, size: 2 480 (two thousand four hundred and eighty) hectare, held Transfer Deed Nr T83/1986.

Dated and signed on the 6th day of December 2002.

MJ Vermeulen Incorporated, Per Attorney's for Plaintiff, PO Box 129, Station Street 12, Albertinia, 6695. [Tel. (028) 735-1129/735-1273.]

**Case No. 21103/01**

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

**In the matter between ABSA BANK LIMITED, Execution Creditor, and  
JOSIAS ANDREAS ENGELBRECHT, Execution Debtor**

In pursuance of a judgment in the Magistrate's Court of Cape Town, the following property will be sold in execution on the 5 February 2002 at 10h00 at 10 Fairmill, cnr Langerman Marais & 10 Ilivale Street, Milnerton:

A unit consisting of: Section 10, as shown and more fully described on Sectional Plan No. SS303/1999, in the scheme known as Fairmill, in respect of the land and building or buildings situated at Milnerton, in the City of Cape Town, of which section the floor area, according to the said sectional plan, is 48 (forty 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, held under Deed of Transfer ST10814/1999, also known as 10 Fairmill, cnr Langerman Marais & 10 Ilivale Street, Milnerton.

The following information is furnished, but not guaranteed: A flat comprising of 2 bedrooms, bathroom, lounge, kitchen.

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

2. *Payment:* A deposit of 10% (ten percent) of the purchase shall be paid in cash or by bank guaranteed cheque at the time of sale. The balance (plus interest at the current rate of 14.5 percent per annum, capitalised monthly and calculated on the full purchase price from date of sale to date of transfer) against registration of the transfer, which amounts are to be secured by the approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the Sheriff or auctioneer immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

Dated at Cape Town this 12th day of December 2001.

Balsillies Incorporated, Attorneys for Execution Creditor, 3rd Floor, Wale Street, Chambers, 33 Church Street, Cape Town. (Ref. CVR/jh/TA0058.)



Case No. 23551/01

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

**In the matter between: FIRSTRAND BANK formerly t/a FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,  
No. 05/01225/06, Plaintiff, and ZOLA ALFRED MAFIKA, Defendant**

In the above matter a sale will be held on Monday, 28 January 2002 at 10:00 am at the Court House, Mitchells Plain:

Erf 21384, Khayelitsha in the City of Cape Town, Cape Division, Province of the Western Cape, being 48 Regie September Street, Makaya, Khayelitsha, measuring one hundred and twelve (112) square metres, held by Defendant under Deed of Transfer T60313/1995.

**Conditions of sale:**

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.
2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.
3. The following improvements are on the property (although nothing in this respect is guaranteed): Vacant erf.
4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain, and at the offices of the undersigned.

Dated at Grassy Park this 18th day of December 2001.

E. W. Domingo, E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Tel. 706-2873/4/5.) (Ref. E. W. Domingo/mr.) C/o E. W. Domingo & Associates, 21 Boekenhout Street, cnr Spine & Katdoring Road, Eastridge, Mitchells Plain.

Saak No. 17911/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen: DIE STAD KAAPSTAD-TYGERBERG ADMINISTRASIE, Eiser, en R D DAVIDS, Verweerder**

Ingevolge 'n vonnis verkry op 15 Mei 2000 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde onroerende eiendom op Donderdag, 31 Januarie 2002 om 09:00 te Bellville Baljukantoor, p/a Northumberlandstraat 29, Bellville, voetstoots aan die hoogste bieder geregteelk verkoop word, naamlik:

Erf 3892, Delft, geleë in die gebied van die Stad Kaapstad, Afdeling Kaap, Provinsie, Wes-Kaap, groot 249 vierkante meter, gehou kragtens Transportakte T47477/1997; en ook bekend as Tulpsingel 12, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 2 slaapkamers, sitkamer, badkamer/toilet, kombuis.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326.)

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 18de dag van Desember 2001.

C Esterhuizen, Du Preez van der Merwe Ingelyf, Prokureur van Eiser, h/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw. CE/mh/MD1240.)

Aan: Die Balju van die Landdroshof, Bellville.

En aan: Klerk van die Landdroshof, Bellville.

Saak Nr. 45564/1996

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

**In die saak tussen: BOLAND BANK BEPERK, Eiser, en RUDIE APPIES, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 13 Maart 1997 sal die hiernabeskrewe onroerende eiendom in eksekusie verkoop word op Vrydag, 1 Februarie 2002 om 10h00 voor die Landdroskantoor, Kerkstraat, Wynberg, 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 No. 29, soos aangetoon en volledig beskryf op Deelplan No. SS224/1988 in die skema bekend as Radiant Heights ten opsigte van die grond en gebou of geboue geleë te Kaapstad, in die Stad Kaapstad, van welke deel die vloeroppervlakte, volgens voormelde deelplan 47 vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, geleë te Radiant Mews 29, Oosstraat, Grassy Park, gehou kragtens Transportakte Nr. ST 1558/1993.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonstel met baksteenmure, twee slaapkamers, sitkamer, kombuis en badkamer/toilet.

Die eiendom kan geïnspekteer word in ooreenstemming met die Afslaer, mnr. J. C. Fourie, Toplinhuis, Voortrekkerweg 219, Parow [Tel. (021) 939-0040] en/of die Balju, mnr. A. H. Camroodien, Electricweg 7, Wynberg. [Tel. (021) 761-2820.]

**Betaalvoorwaardes:** Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die Afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprijs is betaalbaar teen registrasie van transport tesame met rente op die volle koopprijs teen 15,5% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, mnr. J. C. Fourie, Toplinhuis, Voortrekkerweg 219, Parow [Tel. (021) 939-0040] en/of die Balju, mnr. A. H. Camroodien, Electricweg 7, Wynberg [Tel. (021) 761-2820.]

**Datum:** 21 Desember 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3713.)

#### Case No. 1226/00

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

#### In the matter between: **ABSA BANK LIMITED, Plaintiff, and RAYMOND BLOEM, Defendant**

In pursuance of a judgment granted on 09/01/2001, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 30/01/2002 at 09:00 at Atlantis Courthouse.

**Property description:** Erf 10624, Wesfleur, in the Blaauwberg Municipality, Division Cape, Western Cape Province, in extent two hundred and eighty eight (288) square metres, held by Deed of Transfer No. T74002/99, situate at 12 Datura Street, Protea Park.

**Improvements:** Dwelling: 2 bedrooms, lounge, kitchen, bathroom, toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. **Payment:** Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 13,00%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Parow on this 21st day of December 2001.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc, Plaintiff's Attorneys, 204 Santyger Building, 313 Durban Road, Bellville, 7530; P.O. Box 3888, Tyger Valley, 7536. [Tel. (021) 915-4917.] (Ref: A0482/344/WS/I. Otto.)

#### Case No: 16310/2001

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

#### In the matter between **ABSA BANK LIMITED, Plaintiff, and WELLINGTON NTOBEKO NKUNDLA, Defendant**

The following property will be sold in execution on 19 February 2002 at 10h00 at Mitchells Plain Courthouse.

Erf 18883, Khayelitsha, in the Tygerberg Municipality, Division Cape, Province Western Cape, in extent 187 square metres, held by Deed of Transport Number BL37005/89 and situated at 14 Mopol Street, Khayelitsha.

**Improvements** (not guaranteed): Brick building, tiled/asbestos roof, two bedrooms, cement floor, kitchen, lounge, bathroom, toilet.

The conditions of sale which will be read out by the Sheriff prior to the sale may be inspected at the offices of the Sheriff, Mitchells Plain Courthouse and stipulates that:

1. The property will be sold "voetstoots" to the highest bidder.

2. A deposit of 10 (ten) percent of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale and the balance together with interest at date of registration of transfer.

Dated at Cape Town on this 29th day of November 2001.

Jan S. de Villiers, Attorneys for Plaintiff, 16th Floor, No. 1 Thibault Square, Cape Town. [Tel. (021) 405-5225.] (Ref: L. van Tonder/L1542.)

Case No.: 11776/2001

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

**In the matter between: SAAMBOU BANK LIMITED, Judgment Creditor, and  
CLIVE BARRY GELDERBLOM, Judgment Debtor**

In execution of a judgment of the above Honourable Court and a warrant of execution, the hereinabovementioned property will be sold in execution on Monday, 4th February 2002 at 12h00 at 34 Raapkraal Road, Kirstenhof.

Erf 11304, Constantia, measuring 421 (four hundred and twenty one) square metres, held by Deed of Transfer No. T97819/99, also known as 34 Raapkraal Road, Kirstenhof.

*Conditions of sale:*

1. The property shall be sold to the highest bidder subject to the provisions of the Magistrate's Court Act, the rules made hereunder and the title deeds relating hereto.

2. *Payment:* 10% of the purchase price shall be paid in cash upon signature of the conditions of sale, and the unpaid balance together with interest calculated on the amount of the Judgment Creditor's claim at the rate of 14,5% per annum (together with such interest as may be payable on any preferent creditor's claim) from the date of sale to date of registration of transfer, which amounts are to be secured by approved banker's or building society guarantee to be delivered within 14 days of the sale.

The following improvements are stated but not guaranteed: 1 single dwelling built of brick walls/tiled roof consisting of 3 bedrooms, lounge/dining room, kitchen, bathroom/toilet.

3. *Conditions:* The full conditions of sale will be read out by the Auctioneer immediately prior to the sale and may be inspected at the office of the undersigned as well as the office of the Sheriff, Wynberg South.

Signed at Claremont on this 4th day of December 2001.

De Klerk & Van Gend, Attorney's for Plaintiff, 2 Oakdale Road, corner of Oakdale & Kildare Road, Claremont.  
(Ref.: R00897/S. Duffett/dvl.)

Saaknr. 1238/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

**In die saak tussen: BOE BANK BEPERK, Eiser, en MARSHALL GREGORY SAMUELS, Eerste Verweerder,  
BERNADINE CAROLINE SAMUELS, Tweede Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 5 Julie 2000 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 7 Februarie 2002 om 10h00 op die perseel te Skoolstraat 33A, Darling, 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 1998, Darling, in die Swartland Munisipaliteit, Afdeling Malmesbury, Provinsie Wes-Kaap, grootte 312 vierkante meter, gehou kragtens Transportakte Nr. T44841/1999.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 'n 2 slaapkamer skakelhuis met badkamer, sit/eetkamer en kombuis.

Die eiendom kan geïnspekteer word in ooreenstemming met die Afslaer/Balju, Malmesbury. [Tel (022) 482-3090.]

*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, Malmesbury [Tel. (022) 482-3090.]

Gedateer te Paarl hierdie 3de dag van Desember 2001.

V. K. Derrocks, BOE Bank Beperk, BOE Bank Beperk, Hoofstraat 333, Paarl. (Verw: 1527455102F.)

Case No: 528/2001

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

**In the matter between: FIRSTRAND BANK LIMITED, formerly known as FIRST NATIONAL BANK OF  
SOUTHERN AFRICA LIMITED, Plaintiff, and CARIN LAUBSCHER (nee WALTERS), Defendant**

In the above matter a sale will be held at the Sheriff's Office at 29 Northumberland Road, Bellville, on Thursday, 31 January 2002 at 9:00 am, being:

Erf 1164, Bellville, situate in the City of Cape Town, Cape Division, Western Cape Province, measuring 1 413 square metres, also known as 64 Eksteen Street, Bellville.



*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% per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising 3 bedrooms (one en-suite), lounge, dining room, kitchen, study, garage and swimming-pool.

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

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, Nr. Willie van Schoor & Old Oak Roads, Bellville. (Tel. 914-5660.) (Refer: FIR2/0363/H. Crous/lr.)

**Case No. 2381/2001****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KNYSNA HELD AT KNYSNA**

**In the matter between ABSA BANK LIMITED, Plaintiff, and QUANTENIQUA LODGE CC, 1st Defendant, and HEINRICH DANIEL HOLTZHAUSEN, 2nd Defendant**

Pursuant to a judgment of the above Court dated 5 November 2001 and subsequent warrant of execution, the following immovable property will be sold in execution by public auction, on Thursday, the 14th day of February 2002, at 11h00 at the address of the premises, namely 17 Volstruis Street, Sedgefield, to the highest bidder viz:

Erf 2027, Sedgefield, in the Municipality and Division of Knysna, Province of the Western Cape, situate at 17 Volstruis Street, Sedgefield, in extent 1818 square metres, held by Deed of Transfer Nr T79596/1997.

The following information is furnished regarding the property but is not guaranteed: The property consists of a residence with entrance hall, 5 bedrooms, 2 garages, 2 bathrooms with shower and w.c., lounge, diningroom, kitchen, familyroom and laundry.

*Conditions of sale:* The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrate's Courts Act, No 32 of 1944, as amended and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

The full and complete conditions of sale will be announced by the Sheriff for the Magistrate's Court or Auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Knysna.

Payment shall be effected as follows: 10% (ten per cent) of the purchase price on the day of the sale and the balance together with interest thereon, equivalent to the existing rate charged by the Plaintiff in this section from the date of sale to date of registration of transfer, against the transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank guarantee within 10 (ten) days of the date of sale.

Dated at Knysna on this 4th day of January 2002.

Vowles, Callaghan & Boshoff, Plaintiff's Attorneys, 24 Queen Street, Knysna; P O Box 47, Knysna, 6570. (Tel. 044 382311.) (Ref. R R MOORE.)

**Case No. 8699/00**

**IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)**

**In the matter between NOAN LTD, Plaintiff, and HENDRIK N SWANEPOEL, First Defendant, and NORTHWEST ELECTRO & MECHANICAL SYSTEMS CC, Second Defendant**

In terms of a judgment granted by the above Honourable Court on 31 August 2001 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on site situated at 61 Ibes Street, Durbanville to the highest bidder on 4 February 2002 at 12h00:

Erf 8070, Durbanville, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 870 (eight hundred and seventy) square metres.

*Street address:* 61 Ibes Street, Durbanville, held under Deed of Transfer No. T84480/97.

*Description:* 4 bedrooms, 2 bathrooms, lounge, kitchen, diningroom, double garage.

*Conditions of sale:*

1. The conditions of sale will be read prior to the sale and may be inspected at the office of the Acting Sheriff of the High Court of Cape of Good Hope, 29 Northumberland Road, Bellville.

2. Further details can be obtained from the offices of the Plaintiff's attorneys at 3rd Floor, Granger Bay Court, Beach Road, V & A Waterfront, Cape Town, telephone (021) 4102200.

Dated at Cape Town on this 8th day of January 2002.

Mallinicks Inc., Attorneys for Plaintiff, 3rd Floor, Granger Bay Court, Beach Road, V & A Waterfront, Cape Town. (Tel. 021-4102200.) (Ref. R GOOTKIN/ML/131880.)

Case No. 7689/01

IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

**In the matter between NOAN LTD, Plaintiff, and HENDRIK N SWANEPOEL N.O., First Defendant, RIAN BRYANT JORDAAN N.O., Second Defendant, JAN ADRIAAN MARX N.O., Third Defendant (First, Second and Third Defendants are cited in their capacities as the trustees for the time being of the 4 Star Trust, Registration no: IT5871/96)**

In terms of a judgment granted by the above Honourable Court on 31 August 2001 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on site situated at 24 Herta Erna Avenue, Durbanville, to the highest bidder on 6 February 2002 at 13h00:

Erf 2296, Durbanville, situate in the City of Cape Town, Cape Division, Western Cape Province, in extent 2538 (two thousand five hundred and thirty eight) square metres.

*Street address:* 24 Herta Erna Avenue, Durbanville, held under Deed of Transfer No. T100165/1998.

*Description:* Vacant Plot.

*Conditions of sale:*

1. The conditions of sale will be read prior to the sale and may be inspected at the office of the Acting Sheriff of the High Court of Cape of Good Hope, 29 Northumberland Road, Bellville.

2. Further details can be obtained from the offices of the Plaintiff's Attorneys at 3rd Floor, Granger Bay Court, Beech Road, V & A Waterfront, Cape Town, telephone (021) 4102200.

Dated at Cape Town on this 8th day of January 2002.

Mallinicks Inc., Attorneys for Plaintiff, 3rd Floor, Granger Bay Court, Beach Road, V & A Waterfront, Cape Town. (Tel. 021-4102200.) (Ref. R GOOTKIN/ML/131880.)

Case No: 7689/01

IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

**In the matter between: NOAN LTD, Plaintiff, and HENDRIK N SWANEPOEL N.O., First Defendant, RIAN BRYANT JORDAAN N.O., Second Defendant, JAN ADRIAAN MARX N.O., Third Defendant (First, Second and Third Defendants are cited in their capacities as the trustees for the time being of the 4 Star Trust, Registration No: IT 5871/96)**

In terms of a judgment granted by the above Honourable Court on 31 August 2001 and a Warrant of Execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by Public Auction held on site situated at 40 Murray Street, Durbanville to the highest bidder on 6 February 2002 at 12h00.

Erf 2295, Durbanville, situate in the City of Cape Town, Cape Division, Western Cape Province.

*In extent:* 2194 (two thousand one hundred and ninety four) square metres.

*Street address:* 40 Murray Street, Durbanville, held under Deed of Transfer No. T100165/1996.

*Description:* 4 Bedrooms, 3 bathrooms, Lounge, Diningroom, Kitchen, TV Room (Theatre), study, playroom, 3 guest rooms with bathrooms, swimming pool and 3 garages.

*Conditions of sale:*

1. The conditions of sale will be read prior to the Sale and may be inspected at the Office of the Acting Sheriff of the High Court of Cape of Good Hope, 29 Northumberland Road, Bellville.

2. Further details can be obtained from the offices of the Plaintiff's attorneys at 3rd Floor, Granger Bay Court, Beach Road, V & A Waterfront, Cape Town, telephone (021) 4102200.

Dated at Cape Town on this 8th day of January 2002.

Mallinicks Inc., Per: Attorneys for Plaintiff, 3rd Floor, Granger Bay Court, Beach Road, V & A Waterfront, Cape Town. (Ref: R Gootkin/ML/131880.) Tel: 021-4102200.

Case No. 8225/2001

IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

**In the matter between BOE BANK LIMITED, Reg No. 51/00847/06, Plaintiff, and EVERITT MARK MEYER, First Defendant, VANESSA CHARLENE MEYER, Second Defendant**

In pursuance of a Judgment of the above Honourable Court and Writ of Execution dated 28 November 2001, the property, listed hereunder, and commonly known as 6 Owl Close, Westlake, Western Cape Province, will be sold in Execution in front of the Courthouse for the District of Wynberg on Friday, 1 February 2002 at 10h00 to the highest bidder.

*Erf:* 11736, Constantia, in the City of Cape Town (South Peninsula Administration), Cape Division, Western Cape Province.

*Extent:* 187 (one hundred and eighty seven) square metres.

Held under Deed of Transfer No. T6408/2001.

The following improvements are reported to be on the property, but nothing is guaranteed: *Dwelling*: Lounge, Diningroom, Kitchen, Three Bedrooms, One Bathroom, One Toilet.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg South. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 27 December 2001.

Cliffe Dekker Fuller Moore Inc., per: Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town.  
Ref: IB/C Smith/N78762.

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**Case No. 13303/1997**

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

**In the matter between BOE BANK LIMITED, Reg No. 51/00847/06, Plaintiff, and  
ROBERT VICTOR PITMAN, Defendant**

In pursuance of a Judgment of the Magistrate's Court of Cape Town and Writ of Execution dated 2 February 2001, the property listed hereunder, and commonly known as Section No. 5 aka Flat No. 5, Berkeley Square Mansions, Hall Road, Sea Point, Western Cape Province, will be sold in Execution at the premises on Tuesday, 5 February 2002 at 12h00 to the highest bidder:

A unit consisting of:

1. Section No. Section 5 as shown and more fully described on Sectional Plan No. SS160/90 in the scheme known as "Berkeley Square Mansions" in respect of the land and building or buildings situate at Sea Point West, in the City of Cape Town, Cape Division, Western Cape Province, of which section the floor area, according to the said Sectional Plan, is 49 (forty nine) square metres in extent; and

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

Held by Deed of Transfer No. ST18033/95.

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

Brick Structure with tiled roof, ground floor, bachelor flat with open plan kitchen and bathroom in security block.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town, Mandatum Building, Barrack Street, Cape Town, 8001. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 3 January 2002.

Cliffe Dekker Fuller Moore Inc., per: Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town.  
Ref: IB/C Smith/N43449.

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**Case No. 10747/1995**

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

**In the matter between BOE BANK LIMITED, Reg No. 51/00847/06, Plaintiff, and DEON DEAN EDEN, First Defendant,  
PAMELA ISABELLE EDEN, Second Defendant**

In pursuance of a Judgment of the Magistrate's Court of Mitchells Plain and Writ of Execution dated 14 September 2001, the property listed hereunder, and commonly known as 8 Nantes Close, Westridge, Mitchells Plain, Western Cape Province, will be sold in Execution in front of the Courthouse for the District of Mitchells Plain on Tuesday, 5 February 2002 at 10h00 to the highest bidder:

*Erf*: 3636 (Portion of Erf 7289), Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province.

*Extent*: 206 (two hundred and six) square metres.

*Held under*: Deed of Transfer No. T55050/1992.

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

*Dwelling*: Lounge, Kitchen, Two Bedrooms, One Bathroom, One Toilet.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 21 December 2001.

Cliffe Dekker Fuller Moore Inc., per: Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town.  
Ref: IB/C Smith/N53282.



Case No. 25777/01

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

In the matter between **ABSA BANK LIMITED, Plaintiff, and DEON OLCKERS, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Bellville, the following will be sold in execution on 06 February 2002 at 11h00 on site to the highest bidder:

Erf 3925, Durbanville, Cape, 1 079 square metres, held by Deed of Transfer T66672/2000, situated at 37 Jagger Street, Durbanville.

*Property description:* Entrance hall, lounge, dining room, family room, kitchen, 2 bathroom, 3 bedrooms, scullery en 2 garages.

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

2. A deposit of ten percent of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

3. The balance (plus interest at the current rate of 14,50% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

5. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Bellville.

Dated at on this 26 November 2001.

C & A Friedlander Inc., Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref. C L Silverwood/Z03934.)

Saak No. 31038/00

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

In die saak tussen: **VAN DYK & KIE ING., Eksekusieskuldeiser, en Mnr RUDOLPH NEWMAN, Eksekusieskuldenaar**

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof gedateer 01 Augustus 2000 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom om 10h00 op 30 Januarie 2002 te Bellville Landdroshof, geregteelk verkoop sal word, naamlik:

Erf 3429, Blue Downs, geleë in die Stad Kaapstad, Afdeling Stellenbosch, Provinsie Wes-Kaapstad, groot 333 (drie honderd drie en dertig) vierkante meter, ook bekend as Goldbellstraat No. 40, Hillcrest, Eerste Rivier, gehou kragtens Akte van Transport T75137/1992.

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

1. Tien persent van koopsom op datum van veiling;
2. Balans van koopsom, plus rente teen datum van transport;
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Parow op hede die 6de dag van Desember 2001.

F.J van Dyk, Van Dyk & Kie Ing., McIntyrestraat 26, Parow, 7500.

Aan: Die Balju, Bellville.

Saak No. 8699/00

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen: **NOAN BPK, Eiser, en HENDRIK N SWANEPOEL, Eerste Verweerder, en NORTHWEST ELECTRO & MECHANICAL SYSTEMS CC, Tweede Verweerder**

Ter uitvoering van 'n vonnis gegee in die bogemelde Agbare Hof en 'n lasbrief in eksekusie sal die volgende eiendom in eksekusie verkoop word op 5 Februarie 2002 om 10h00 op die eiendom aan die hoogste aanbieder:

1. Die plaas Mietjesfontein Nr 33, in die Munisipaliteit Cederberg, afdeling Clanwilliam, Provinsie Wes-Kaap, groot 1021,9855 hektaar.
2. Gedeelte 3 van die plaas Mietjesfontein nr 34, in die Munisipaliteit Cederberg, afdeling Clanwilliam, Provinsie Wes-Kaap, groot 873,7314 hektaar.

3. Restant van die plaas Mietjesfontein Nr 34, in die Munisipaliteit Cederberg, Afdeling Clanwilliam, Provinsie Wes-Kaap, groot 124,8751 hektaar.

4. Die plaas Paardenberg Nr 36, in die Munisipaliteit Cederberg, Afdeling Clanwilliam, Provinsie Wes-Kaap, groot 568,5745 hektaar.

5. Gedeelte 1 van die plaas Rehenoster Bosch Rug Nr 35, in die Munisipaliteit Cederberg, Afdeling Clanwilliam, Provinsie Wes-Kaap, groot 371,9919 hektaar, gehou onder Transportakte No. 67820/2000.

**Beskrywing:** 1 woonhuis, 1 buitegebou, 1 boorgat, 1 rivier wat deur die grootste gedeelte van die jaar vol is. Raads elande, springbokke and takbokke op die plaas een kamp is klaar wild homhuin and daar is reeds wild in. Drade in perfekte toestand. Geskik vir 'n baie goeie skaap plaas.

**Voorwaardes van verkoop:**

1. Die voorwaardes van die verkoop sal deur die Balju gelees word voor die verkoop and die voorwaardes kan by die kantore van die Balju van die Hoëgereghshof te Clanwilliam gelees word.

Gedateer te Kaapstad op hierdie 10de dag van Januarie 2002.

Mallinicks Ing., Prokureurs for Eiser, 3rde Vloer, Granger Bay Court, Beach Road, V & A Waterfront, Kaapstad. [Tel: (021) 410-2200.] (Verw. R Gootkin/ML/131880.)

**Case No. 5749/99**

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

**In the matter between CITY OF CAPE TOWN (formerly "CENTRAL SUBSTRUCTURE OF THE CAPE METROPOLITAN AREA", formerly "THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN", and also formerly "MUNICIPALITY OF CAPE TOWN"), Plaintiff, and CHRISTINA JOHANNA GAFFOOR, Defendant**

The following will be sold in execution on 05 February 2002 at 10h00, Wynberg Court, to the highest bidder:

Erf 34756, Cape Town at Athlone, Cape, 5 000 sqft square metres, held by Deed of Transfer T747/1966, situated at 44 Seventh Avenue, Athlone.

1. The following improvements are reported but not guaranteed: *Dwelling:* Single brick dwelling consisting of 3 bedrooms, kitchen, lounge, bathroom and w.c.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 15,00% p.a. calculated on the Judgment Creditor's claim for the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C & A Friedlander Inc., 3rd Floor, 42 Kaarom Street, Cape Town. (Ref. C L Silverwood/Z03419.)

**Case No. 19851/99**

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

**In the matter between CITY OF CAPE TOWN (formerly "CENTRAL SUBSTRUCTURE OF THE CAPE METROPOLITAN AREA", formerly "THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN", and also formerly "MUNICIPALITY OF CAPE TOWN"), Plaintiff, and THEODORE CRISPIAN KADAMEN, Defendant**

The following will be sold in execution on 27 February 2002 at 10h00, Cape Town Court, to the highest bidder:

Erf 118392, Cape Town, Cape, 394 square metres, held by Deed of Transfer T47636/93, situated at 64 Greatmore Street, Woodstock.

1. The following improvements are reported but not guaranteed: *Dwelling:* Brick and mortar dwelling under zinc roof, consisting of 3 bedrooms, lounge, study, kitchen, bathroom and w.c.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 15,50% p.a. calculated on the Judgment Creditor's claim for the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C & A Friedlander Inc., 3rd Floor, 42 Kaarom Street, Cape Town. (Ref. C L Silverwood/Z01823.)

**Saak No. 3655/1996**

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

**ABSA BANK BEPERK, Eiser, en EDWARD JOHN VINCENT DESMORE, 1ste Verweerder**

Die volgende onroerende eiendom word per openbare veiling verkoop op Dinsdag, 5 Februarie 2002 om 09h00 by Atlantis Landdroshof:

Erf 8294, Wesfleur, 121 vierkante meter groot en geleë te Meresteyn Slot 8, Avondale, Atlantis.

*Verbeterings* (nie gewaargborg nie): Sitkamer, kombuis, twee slaapkamers, badkamer, toilet.

Die veilingvoorwaardes wat van toepassing is sal voor die veiling uitgelees word en is ter insae by die Balju Malmesbury 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 Bellville op 21 November 2001.

Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.

**Saak No. 5686/01**

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

**In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en H R JONKER, Eksekusieskuldenaar**

Die volgende eiendom sal in eksekusie verkoop word op 6 Februarie 2002 om 10:00 te Niena No. 6, Guldepark, Strand aan die hoogste bieder:

*Eiendomsbeskrywing:* Deeltiteleenheid 102, Guldepark, Strand, geleë in die Helderberg Munisipaliteit, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 28 (agt en twintig) vierkante meter, gehou kragtens Akte van Transport ST6067/00, ook bekend as Niena No. 6, Guldepark, Strand.

1. Die volgende verbeteringe word gemeld, maar nie gewaargborg nie: Oopplan kombuis en sitkamer, 1 x badkamer, 1 x slaapkamer.

2. 2.1 Die koopprijs moet soos volg betaal word:

2.1.1 'n Deposito van tien persent (10%) by wyse van kontant of bankgewaargborgde tjek ten tyde van die verkoping;

2.1.2 Die balans teen registrasie van transport tesame met rente op die volle koopprijs teen 'n koers van twintig per sentum (20%) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks berekening en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos voormeld verseker moet word deur 'n bankwaargborg wat vir die eiser se aktebesorger aanvaarbaar is.

2.2 Die voormelde waarborg moet binne 14 (veertien) dae vanaf datum van verkoping deur die koper aan die balju, of op instruksie van die Balju, aan die eiser se prokureurs oorhandig word en moet voorsiening maak vir betaling van die genoemde volle balanskoopprijs plus rente teen registrasie van transport, op voorwaarde dat indien die eiser die koper is, geen deposito of waarborg nodig sal wees nie en dat die Eiser die volle koopprijs plus rente aan die Balju sal betaal teen registrasie van transport.

3. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Strand op die 26ste dag van November 2001.

Miller, Bosman le Roux, Eiser se Prokureurs, Odeon-gebou, Kusweg, Strand. [Tel. (021) 854-7386.] (Docex 1.) (Verw. J H van Zyl.) (Lêernr: VA0389.)



## PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

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### GAUTENG

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#### ARTHUR'S AUCTIONEERS CC

##### AUCTION OF FIXED PROPERTY

By virtue of instruction from the Trustees of the Insolvent Estate of **TE & RHG Botha**, Master's Reference: T4155/99, Arthur's Auctioneers CC will sell by way of Public Auction, without reserve, but subject to seven (7) days confirmation, the following:

Erf 524, Vanderbijlpark, Central West Number 4, in extent 991 m<sup>2</sup>, on the 23rd of January 2002 at 12h00 at the premises: 27 JJ Smith Street, Vanderbijlpark.

*Description:* 3 Bedroom house, lounge, dining room, tiled bathroom & kitchen with built in cupboards.

*Out:* Single garage & servant's quarter.

*Payment:* 10% Deposit plus 4% commission immediately by way of bank guaranteed cheque or cash and the balance within fourteen (14) days.

*Enquiries:* Office tel: (011) 315 5168.

Mr A. Ledwaba 083 389 4541.

Miss Strassburg 083 292 0840.

[www.arthursauctioneers.co.za](http://www.arthursauctioneers.co.za).

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#### AUCTION ALLIANCE

##### OPENBARE VEILING

In opdrag van die Likwidadeur van **BJN Beleggings BK 902930523**, Meestersverwysingsnr. T3923/01 (in likwidasie), bied Auction Alliance die volgende eiendom per openbare veiling op Dinsdag, 5 Februarie 2002 om 10:00 aan:

Twomey Weg 37 & 39 en Woolley Weg 5 & 7, Wright Park, Springs.

*Terme:* 10% Deposito met die toeslaan van die bod.

Waarborg vir die balans koopprys binne 14 dae na bekragtiging. 7-dae bekragtigingsperiode.

Afslaerskommissie plus BTW daarop betaalbaar deur die Koper.

Skakel ons kantore by (012) 342-4279.

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#### AUCOR (PTY) LTD

##### PUBLIC AUCTION: AUTO SPARES & ACCESSORIES (PTY) LTD, MASTER OF THE HIGH COURT REFERENCE NO: T2586/00 (IN LIQUIDATION)

Duly instructed thereto by the Liquidator, the Aucor Group will sell as follows:

Motor Spares & Parts.

*Auction to take place on:* Tuesday, 29th January 2002 at 10:30am at Haulage Road, Carletonville Industrial Sites.

*Terms:* Loose Assets: R5000 refundable deposit and ID document to register (bank guarantee cheques). The balance to be paid by close of business on the day of the sale by bank guaranteed cheque or cash transfer into our account.

Buyers being financed must produce an irrevocable letter of credit prior to bidding. A 5% buyers premium will be charged on all items (no exception). All bids exclude VAT.

For further details kindly contact the auctioneers.

*Auction to take place:* Aucor (Pty) Ltd, 562, 15th Road, Midrand. Tel: (011) 237 4444. Fax: (011) 237 4445.

PO Box 292, Halfway House, 1685.

**AUCOR (PTY) LTD**

**PUBLIC AUCTION: MULTI-MEDIA SPACE (PTY) LTD, T/A MEMTEK, MASTER OF THE HIGH COURT  
REFERENCE NO: T5566/01 (IN LIQUIDATION)**

Duly instructed thereto by the Liquidator, the Aucor Group will sell as follows:

Computer Equipment, Office Furniture, Office Automation.

*Auction to take place on:* Tuesday, 22nd January 2002 at 10:30am at 562 15th Road, Randjies Park, Midrand.

*Terms:* Loose Assets: R2000 refundable deposit and ID document to register (bank guarantee cheques). The balance to be paid by close of business on the day of the sale by bank guaranteed cheque or cash transfer into our account.

Buyers being financed must produce an irrevocable letter of credit prior to bidding. A 5% buyers premium will be charged on all items (no exception). All bids exclude VAT.

For further details kindly contact the auctioneers.

*Auction to take place:* Aucor (Pty) Ltd, 562, 15th Road, Midrand. Tel: (011) 237 4444. Fax: (011) 237 4445.

PO Box 292, Halfway House, 1685.

**INSOLVENT ESTATE B & JA POTGIETER**

**MASTER OF THE HIGH COURT REFERENCE No: T3092/01**

Duly instructed by the trustee in the above estate, the Aucor Group will offer for sale by public auction the game farm as described below. Consisting of 3 portions namely:

Draaihoek 271 Portion 1 RE in extent 436.278 ha (STC);

Draaihoek 271 Portion 10 in extent 436.2783 (STC);

Mooifontein 285 Portion 2 in extent 990.8462ha (STC)

*Assorted Game:* At last count the game comprised: 30 zebra, 11 gemsbok, 197 blesbok, 30 rooibok, 14 waterbok, 36 springbok, 19 rooihartbees, 57 blue wildebees, 8 kudu, 17 eland, 27 ostrich.

*Auction to take place on site, on:* Friday 25th January 2002 at 10:30 am at Main House at Farm Draaihoek.

*View:* Day prior to auction (09h00 - 16h00) or by appointment \* contact Chico da Silva on 082 444 5551.

*Terms:* Property: 20% cash deposit or Bank Cheque deposit on the fall of the hammer. Guarantees for the balance within 14 days after confirmation.

*Game:* R10 000 refundable deposit and ID document to register (bank guarantee cheques). 100% to be paid on confirmation by bank guaranteed cheque or cash transfer into our account. Buyers being financed must produce an irrevocable letter of credit prior to bidding. A 5% buyers premium will be charged on all items (no exception). All bids exclude VAT. The above is subject to change without prior notice.

For further details kindly contact the auctioneers.

*Auction to take place:* Aucor (Pty) Ltd, 562, 15th Road, Midrand. [Tel. (011) 237-4444.] [Fax. (011) 237-4445.]

**OPDRAG VAN DIE LIKWIDATEUR(S) VAN QUALITY OF SUPPLY TECHNOLOGIES BK**

In opdrag van die Likwidateur(s) van Quality of Supply Technologies-BK (in likwidasie) T5203/01 verkoop ons hierdie eiendom, sonder reserwe met die toeslaan van die bod, per openbare veiling op:

28 Januarie om 11h00, Sydneyweg 46, Boksburg.

*Beskrywing:* Erf 79, Eveleigh Uit 4, Boksburg, Gauteng, groot 2 311 m<sup>2</sup>.

*Verbeterings:* Geen verbeterings nie.

*Betaling:* 10% deposito plus kommissie in kontant of bank gewaarborgde tjek dadelik. Waarborg vir balans binne 30 dae.

**ESTATE LATE AUCTION 3 BEDROOM FAMILY RESIDENCE, SAULSVILLE EXTENSION 2.**

In the matter of estate late **D. E. Lekgau**, Master's Reference No. T17862/99.

Duly instructed by the Executor of the late estate, the Aucor Group will sell Erf 6911, Saulsville, Pretoria, better known as Ramokgopa Street 188, Saulsville Extension 2, Pretoria.

*Description:* This family residence consists of a lounge, dining-room and three bedrooms with wall-to-wall carpeting and built-in cupboards. The kitchen is tiled with novilon and includes a sink and Kelvinator stove. The bathroom is furnished with a bath, basin, toilet and novillon tiles. This property is surrounded by a brick wall for security.

*Sale to take place on site at:* 188 Ramokgopa Street, Saulsville X2, Pretoria on Friday, 18 January 2002 at 10:30.

*Directions:* Due west in Mitchell Street, turn left in Kwagga Road, right in Maunde Street and right in Mngomezulu Street, Turn left in Ramokgopa Street, Premises on the left hand side.

Watch for Posters.

*View:* By appointment only.

*Terms:* A 10% deposit plus 6% auctioneer's commission plus VAT (bank or bank guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. The sale is subject to a seven (7) day confirmation period.

Subject to change without prior notice.

For further details please contact Aucor North (Pty) Ltd: [Tel. (012) 808-0092/4/5 / 082 320 5372.] [Fax. (012) 808-0054.] E-mail: [karien.nell@aucor.co.za](mailto:karien.nell@aucor.co.za)/Website:<http://www.aucor.co.za/offline>.

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#### MEYER AFSLAERS BK

(CK91/13027/23)

#### INSOLVENTE BOEDEL VEILING VAN PREGTIGE 3 SLAAPKAMER WONING TE VISAGIEPARK UITB. 1 NIGEL

Behoorlik daartoe gelas deur die Kurator.

*Insolvente boedel:* **M.M. Burger**, Meesterverwysings Nr. T934/2001 verkoop ons per publieke veiling onderhewig aan bekragtiging deur die verkoper:

Erf 1017, geleë te Sonneblomstraat 28, Visagiepark Uitb. 1, Nigel, grootte 710 vk mtr.

*Verbeterings:* 3 slaapkamers, badkamer, sit/eetkamer, kombuis, motorhuis, ens.

*Plek:* Op die perseel: Sonneblomstraat 28, Visagiepark Uitb. 1, Nigel.

*Datum en tyd:* Dinsdag 29, Januarie 2002 om 11h00.

*Verkoopsvoorwaardes:* 10% deposito in kontant of bankgewaarborgde tjek plus 6% kommissie + B.T.W. op kommissie met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

*Besigtiging:* Daaglikse sekuriteitswag op perseel.

*Verdere navrae:* Kontak Anna of Bruce Meyer: Meyer Afslaers/Eiendomsagente. [Tel. (012) 342-0684/342-1017.] E-pos: [meyerauctions@worldonline.co.za](mailto:meyerauctions@worldonline.co.za)

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#### VENDITOR AFSLAERS

##### VEILING EIENDOM

Opdraggewer: Kurator—I/b: **C E Palmer**, T3270/01 verkoop Venditor Afslaers per openbare veiling:

24 Januarie 2002 om 11:00.

Ashweg 1, Westdene, Johannesburg.

*Beskrywing:* Erf 799, Westdene, IR, Stad van Johannesburg, Gauteng.

*Verbeterings:* 3-slk gesinswoning.

*Betaling:* 10% dep.

*Inligting:* (012) 404 9100.

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#### VENDITOR AFSLAERS

##### VEILING EIENDOM

Opdraggewer: Kurator—I/b: **J Neethling**, T5615/01 verkoop Venditor Afslaers per openbare veiling:

25 Januarie 2002 om 11:00.

Gedeelte 3 en Gedeelte 32 van die plaas Kameel Zyn Kraal 547, distrik Bronkhorstspuit.

*Beskrywing:* Resterende gedeelte van Gedeelte 3 ('n gedeelte van Gedeelte 2) en Gedeelte 32 van die plaas Kameel Zyn Kraal 547, JR, Kungwini Plaaslike Munisipaliteit, Gauteng.

*Verbeterings:* 120h plaas.

*Betaling:* 10% dep.

*Inligting:* (012) 404 9100.

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#### VENDITOR AFSLAERS

##### VEILING EIENDOM

Opdraggewer: Kurator—I/b: **N. Pruis**, T1792/01 verkoop Venditor Afslaers per openbare veiling:

22 Januarie 2002 om 11:00.

Kiewietstraat 14, Falcon Ridge, Vereeniging.

*Beskrywing:* Erf 464, Falcon Ridge, IQ, Emfuleni Plaaslike Munisipaliteit, Gauteng.

*Verbeterings:* 3-slk gesinswoning.

*Betaling:* 10% dep.

*Inligting:* (012) 404 9100.



**VENDOR AFSLAERS****VEILING EIENDOM**

Opdraggewer: Kurator—I/b: **D N Ngobeni**, T255/00 verkoop Vendor Afslaers per openbare veiling:

23 Januarie 2002 om 13:00.

Erf 849, Blok-WW, Soshanguve, noord van Pretoria.

*Beskrywing:* Erf 849, Soshanguve-WW, JR, Stad van Tshwane Plaaslike Munisipaliteit, Gauteng.

*Verbeterings:* 2-slk woning.

*Betaling:* 20% dep.

*Inligting:* (012) 404 9100.

**PARK VILLAGE AUCTIONS**

**HONEYBEE EXPORTERS & IMPORTERS CC (IN LIQUIDATION), MASTER'S REFERENCE NUMBER: T4651/01**

Duly instructed by this Estate's Joint Liquidators, we will offer for sale by way of public auction, on site at 28 Court Day Crescent, Randjesfontein, Midrand District, Gauteng Province, on Monday, 21 January 2002, commencing at 10:30 am:

An unimproved two hectare stand in an exclusive area.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375, Telefax Number (011) 789-4369. Website: <http://www.parkvillageauctions.co.za>. (e mail: [ccarson@parkvillage.co.za](mailto:ccarson@parkvillage.co.za)).

**PARK VILLAGE AUCTIONS**

**ALL STAR TRADING (PTY) LTD (IN LIQUIDATION), MASTER'S REFERENCE NUMBER: T515/01**

Duly instructed by this Estate's Liquidator, we will offer for sale by way of public auction, on site at 25 Louis Friedman Street & 22 Resnick Street, Fectoria, Krugersdorp District, Gauteng Province, on Thursday, 24 January 2002, commencing at 10:30 am:

Factory buildings.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375, Telefax Number (011) 789-4369. Website: <http://www.parkvillageauctions.co.za>. (e mail: [ccarson@parkvillage.co.za](mailto:ccarson@parkvillage.co.za)).

**PARK VILLAGE AUCTIONS**

**WILSON & KENNEDY (PTY) LTD (IN LIQUIDATION), MASTER'S REFERENCE NUMBER: C1172/2001**

Duly instructed by this Estate's Liquidator, we will offer for sale by way of public auction, on site at 10 Theodore Road, Benrose, Johannesburg District, Gauteng Province, on Thursday, 24 January 2002, commencing at 10:30 am:

Entire contents of wholesale stockist to the furniture and engineering industry including stock, assorted equipment, office furniture and motor vehicles.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375, Telefax Number (011) 789-4369. Website: <http://www.parkvillageauctions.co.za>. (e mail: [ccarson@parkvillage.co.za](mailto:ccarson@parkvillage.co.za)).

**FREE STATE • VRYSTAAT****VAN'S AFSLAERS****OPENBARE VEILING**

In opdrag van die Kurator van Ins Bdl **G Moss**, T3423/01, verkoop ons onderhewig aan bekragtiging, per openbare veiling op:

1 Februarie om 11h00.

Constantia W/stel No. 15, Pres Hoffmanstraat, Sasolburg.

*Beskrywing:* Eenheid 15, Skema 7 SS, Constantia.

*Groot:* 65m<sup>2</sup>.

*Verbeterings:* 2 Slaapkm, oopplan sit/eetk, kombuis, badkm en motorhuis.

*Betaling:* 10% deposito plus kommissie in kontant of bank gewaarborgde tjek dadelik. Waarborg vir balans binne 30 dae.

*Navrae:* Van's Afslaers, Tel: 012 335-2974 / [www.vansauctions.co.za](http://www.vansauctions.co.za).

**UBIQUE AFSLAERS**

In opdrag van die Eksekuteur Boedel Wyle **HBL Kloppe**, sal ons die bates verkoop te Stella Roode Saal, Skougmond, Parys op 23 Januarie 2002 om 10h00.

*Terme:* Kontant of bankgewaarborgde tjeks.

*Telefoon:* (018) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

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**MPUMALANGA**

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**AUCTION ALLIANCE****OPENBARE VEILING**

In opdrag van die Kurator van Insolvente Boedel **S.C. & C.E.H. Smith** (T2477/01) bied Auction Alliance die volgende eiendom per openbare veiling op Woensdag, 23 Januarie 2002 om 11:00, aan:

Lydenburgstraat 14, Lydenburg.

*Terme:* 10% Deposito met die toeslaan van die bod. Waarborg vir die balans koopprys binne 21 dae na bekragtiging. 7-Dae bekragtigingsperiode. Afslaerskommissie plus BTW daarop betaalbaar deur die Koper.

Skakel ons kantore by (012) 342-4279.

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**NORTH WEST  
NOORDWES**

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**Case No. 138/2001**

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

**In the matter between: SOUTH AFRICA REVENUE SERVICES, Plaintiff, and  
COUNTRYWIDE PROPERTY SERVICES (PTY) LTD, Defendant**

Kindly take notice that the undermentioned properties will be sold per public auction at 11:00 on 7 February 2002 in the process of liquidation of Countrywide Property Services (Pty) Ltd (in liquidation) Master's Ref: M9/2001.

Erven 15, 23, 27, 28, 30 and 31 Rowlands Estate.

Dated at Mafikeng on 8 January 2002.

Chris Maritz Attorney, Liquidator, Private Bag X2103, Mafikeng, 2745.

**Case No. 138/2001**

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

**In the matter between: SOUTH AFRICA REVENUE SERVICES, Plaintiff, and  
COUNTRYWIDE PROPERTY SERVICES (PTY) LTD, Defendant**

Kindly take notice that the undermentioned properties will be sold per public auction at 11:00 on 7 February 2002 in the process of liquidation of Countrywide Property Services (Pty) Ltd (in liquidation) Master's Ref: M9/2001.

Erven 15, 23, 27, 28, 30 and 31 Rowlands Estate.

Dated at Mafikeng on 8 January 2002.

Chris Maritz Attorney, Liquidator, Private Bag X2103, Mafikeng, 2745.

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**UBIQUE AFSLAERS**

In opdrag van die Kurator in die Insolvente Boedel **APL Lourens**, Nr. T4035/01 sal ons die bates verkoop te die plaas 1km vanaf Ventersdorp op die Potchefstroom pad op 25 Januarie 2002 om 10h00.

*Terme:* Kontant of bankgewaarborgde tjeks.

*Telefoon:* (018) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

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**UBIQUE AFSLAERS**

In opdrag van die Kurator in die Insolvente Boedel **HJ Huisamen**, Nr. T4621/01 sal ons die bates verkoop te die Plot 51, Wilgeboom, Potchefstroom op 25 Januarie 2002 om 10h00.

*Terme:* Kontant of bankgewaarborgde tjeks.

*Telefoon:* (018) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

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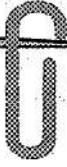
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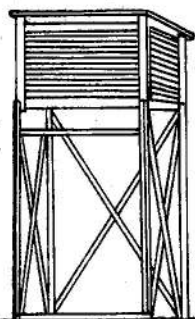
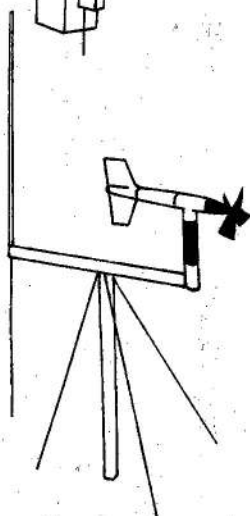
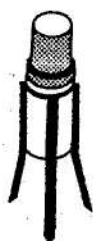
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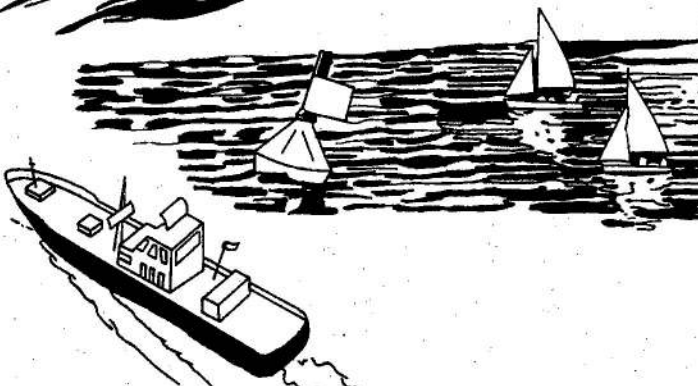
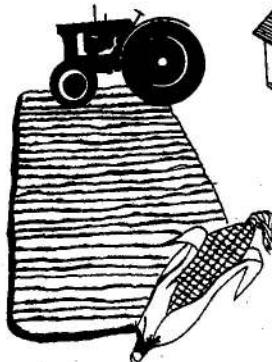
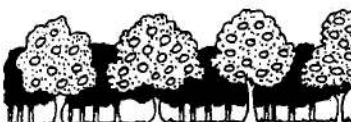
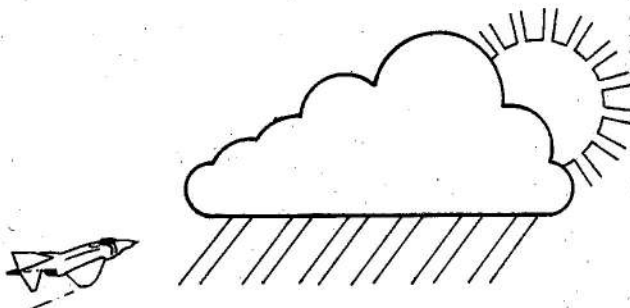
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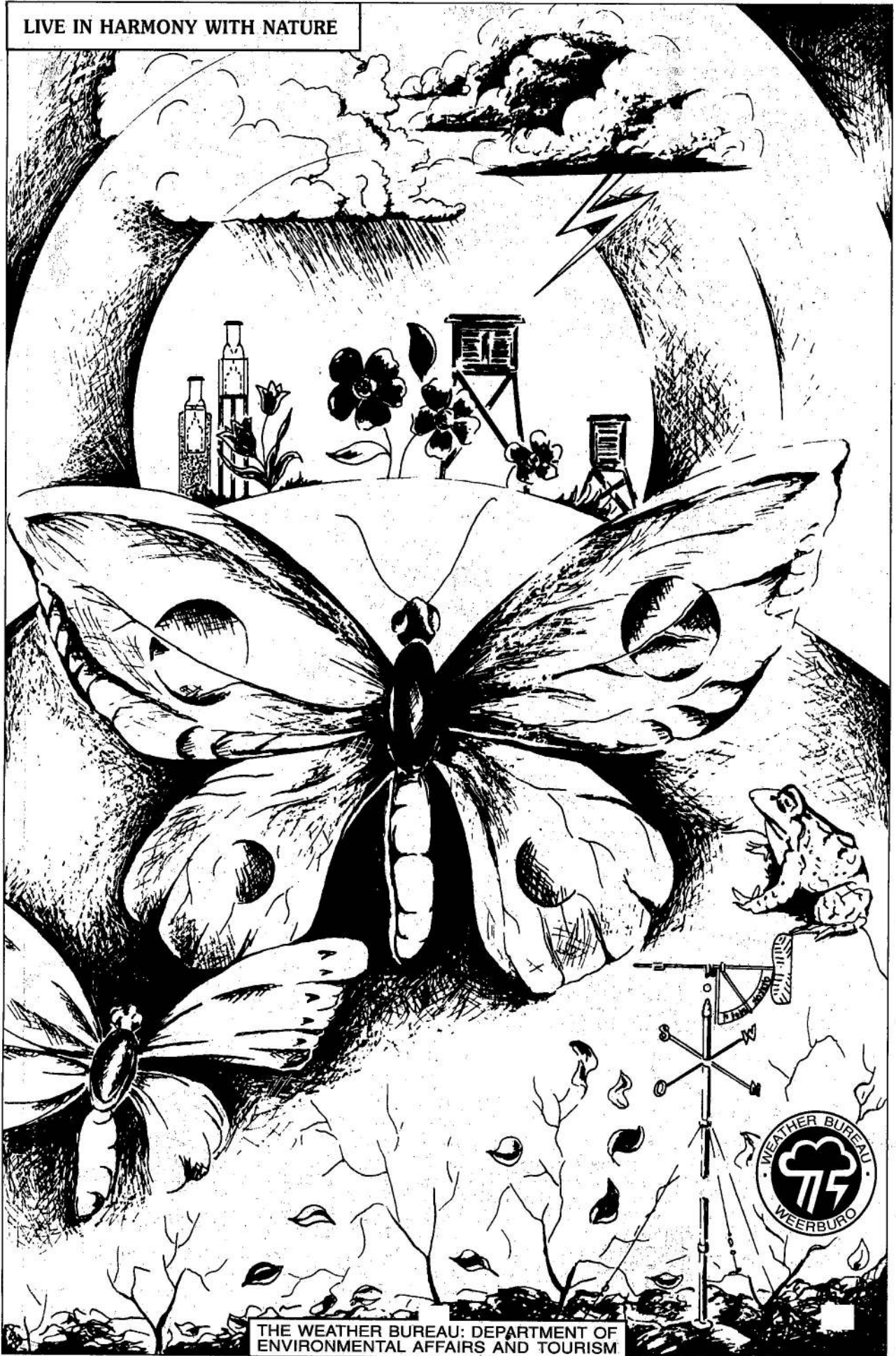


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