



# 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 GOEWERMENTSKENNISGEWINGS 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

**LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES** ..... 66,00

**LIQUOR LICENCE NOTICES** in an Extraordinary Gazette. (All provinces appear on the first Friday of each month.) The closing date for acceptance is two weeks prior to date of publication..... 60,00

##### **ORDERS OF THE COURT:**

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

##### **SALES IN EXECUTION AND OTHER PUBLIC SALES:**

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



## WORD COUNT TABLE

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

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

## CONDITIONS FOR PUBLICATION OF LEGAL NOTICES

### CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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



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

### APPROVAL OF NOTICES

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

### THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

### LIABILITY OF ADVERTISER

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

### COPY

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

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

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



## PAYMENT OF COST

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

## PROOF OF PUBLICATION

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



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

## GAUTENG

Case No. 3693/1995

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and TATAKIE GEORGE MGEBE, First Defendant,  
ELLINA BONISIWE MGEBE, Second Defendant**

A Sale in Execution of the property described hereunder will take place on the 13 March 2002 at 10h00 at the offices of the Sheriff, Magistrate's Court, 8 St. Columb Street, New Redruth, Alberton, to the highest bidder.

Erf 2613, Spruitview Township, Registration Division I.R., the Province of Gauteng.

*Measuring:* 489 (four hundred and eighty nine) Square Metres.

*Property known as:* 2613 Spruitview, Katlehong, District Alberton.

*Improvements:* Residence comprising Lounge, dining room, 3 bedrooms, kitchen, bathroom, toilet.

The Conditions of Sale may be inspected at the offices of the Sheriff, Magistrate's Court, Alberton.

Wright, Rose-Innes Inc., Plaintiff's Attorneys, 305 President Street, Germiston, 1401. Ref: 20025/PR/Mrs du Toit.

Case No. 2001/19789

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and SABELO MILLICENT MOALUSI, Defendant**

Notice is hereby given that on the 8 March 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 2 October 2001, namely:

*Certain:* Right of leasehold in respect of Erf 409, Vosloorus Ext 7, Registration Division I.R., the Province of Gauteng.

*Situate at:* 409 Vosloorus Ext 7.

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 office of the Sheriff, Boksburg.

Dated at Boksburg on this the 6 February 2002.

Tuckers Inc, 84 Trichardts Road, Ravenswood, Boksburg; Box: 99, Boksburg, 1468. Tel: 918-0550. Ref: L Pinheiro/H91164.

Case No: 13838/2001

IN THE MAGISTRATES' COURT FOR THE DISTRICT OF VANDERBIJLPARK HELD AT VANDERBIJLPARK

**In the matter between: NBS (a division of BOE BANK LTD), Plaintiff, and MAGOO H, 1st Defendant**

In pursuant to a judgment in the Magistrates' Court for the district of Vanderbijlpark, the undermentioned property will be put up for auction on the 15th of March 2002 at the Magistrates' Court, Genl. Hertzog Street, Vanderbijlpark at 10h00.

*Property description:* Portion 10 of Erf 1382, Vanderbijl Park South West 5 Extension 5 Township, Registration Division IQ, Province Gauteng, Measuring 1347 (One Thousand Three Hundred and forty seven) square metres.

*Street address:* 56 Wenning Street, SW 5 x 5, Vanderbijlpark.

*Improvements:* Double storey, Fitted carpets and tiles, Lounge, Dining Room, Kitchen, Scullary, Entrance hall, Recreation room, Family room, Laundry, Jacuzzi, Four bedrooms, 2½ Bathrooms, Two showers, 4 Toilets, Double garage, Servants' room, Toilet and shower, Alarm system, Braai and open patio, Swimming pool, Paving.

*Terms:* Ten percent (10%) of the purchase price is payable on date of the sale and the balance together with interest at a rate of 13% per annum from date of sale till date of payment to be guaranteed by a bank, building society or any other acceptable guarantee.

Such guarantee must be delivered to the Sheriff of the Magistrates' Court Vanderbijlpark within Fourteen (14) days of date of sale. The sale is subject to Section 66 of Act 32 of 1944 as amended.

*Conditions:* The comprehensive conditions of sale can be inspected at the offices of the Sheriff Vanderbijlpark.

Dated at Vanderbijlpark on 11/02/2002.

Signed: Pienaar Swart & Nkaiseng Inc, Attorneys for the Plaintiff, Ekspa Centre, 2nd Floor, Attie Fourie Street, Vanderbijlpark. Tel: (016) 981-4651. Ref: IP/I.10090.



Case Number: 98/7252

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

**BOE BANK LIMITED, Plaintiff, and HLENGWA, SMANGA, Defendant**

In pursuance of a judgment in the High Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, the property listed herein will be sold at the office of the Sheriff of the High Court, Johannesburg South at 69 Juta Street, Braamfontein at 10h00 on the 14th March 2002, to the highest bidder:

*Certain:* Section 36 as shown and more fully described on Sectional Plan SS148/96 in the scheme known as Waterfield Park, situated at Linmeyer, and an undivided share in the common property township, Registration Division IR, the Province of Gauteng, commonly known as 36 Waterfield Park, Adelaide Road, cnr Aida Street, Linmeyer.

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

A dwelling with lounge, dining room, 2 bedrooms, 1 bathroom, 1 wc, with common property facilities: pool, drying area, parking.

*Zoned:* Residential.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten percentum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the High Court, Johannesburg South at 69 Juta Street, Johannesburg.

Dated at Johannesburg on this the 7th day of February 2002.

Van Staden & Booysen, Attorneys for Plaintiff, c/o Document Exchange, 3rd Floor, The Markade, 84 President Street, Johannesburg. Tel: 867-5723. Ref: JVS/esb/B229.

Case Number: 00/2335

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

**BOE BANK LIMITED, Plaintiff, and SMIT, RODNEY STEPHEN, 1st Defendant, SMIT, TRACY ANNE, 2nd Defendant**

In pursuance of a judgment in the High Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, the property listed herein will be sold at the office of the Sheriff of the High Court, Johannesburg South at 69 Juta Street, Braamfontein at 10h00 on the 14th March 2002, to the highest bidder:

*Certain:* Section 5 as shown and more fully described on Sectional Plan SS127/1998 in the scheme known as Maldives, situated at Winchester Hills Ext 2, and an undivided share in the common property, Registration Division IR, the Province of Gauteng, commonly known as 5 Maldives, Nassob Street, Winchester Hills.

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

A cluster dwelling consisting of lounge/dining room, kitchen, 3 bedrooms, 1 bathroom, 1 shower, 2 wcs, carport with common property facilities: pool, garden, recreation room, parking.

*Zoned:* Residential.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten percentum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the High Court, Johannesburg South at 69 Juta Street, Johannesburg.

Dated at Johannesburg on this the 7th day of February 2002.

Van Staden & Booysen, Attorneys for Plaintiff, c/o Document Exchange, 3rd Floor, The Markade, 84 President Street, Johannesburg. Tel: 867-5723. Ref: JVS/esb/B655.

Case Number: 01/24294

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

**In the matter between: BOE BANK LIMITED, Plaintiff, and DUBE, SIBONGILE PETRUNIA, Defendant**

In pursuance of a judgment in the High Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, the property listed herein will be sold at the office of the Sheriff of the High Court, Vereeniging, at Overvaal Building, 28 Kruger Avenue, Vereeniging at 10h00 on the 14th March 2002, to the highest bidder:

*Certain:* Erf 5845, Ennerdale Ext 8 commonly known as 5845 Cryolite Street, Ennerdale Ext 8.

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

A single storey dwelling, lounge, kitchen, 3 bedrooms, 1 bathroom, 1 wc, all under a tiled roof.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten percentum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the High Court, Vereeniging.

Dated at Johannesburg on this the 7th day of February 2002.

Van Staden & Booysen, Attorneys for Plaintiff, c/o Document Exchange, 3rd Floor, The Markade, 84 President Street, Johannesburg. Tel: 867-5723. Ref: JVS/esb/B125.



Case No. 1999/9986  
PH 609IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**BOE BANK LIMITED, Plaintiff, and CHITJA, LEMUEL, 1st Defendant, and  
CHITJA, FRANCINA THANDIWE, 2nd Defendant**

In pursuance of a judgment in the High Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, the property listed herein will be sold at the office of the Sheriff of the High Court, Soweto West at 69 Juta Street, Braamfontein at 10h00 on the 14th of March 2002 to the highest bidder:

*Certain:* Erf 7226, Protea Glen Extension 11 Township, Registration Division IR, the Province of Gauteng commonly known as 7226 Protea Glen Extension 11.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A single storey building with lounge, kitchen, 1 bathroom, 2 bedrooms all under a tiled roof.

*Zoned:* Residential.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten percentum) and the balance against transfer. The full conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the High Court, Soweto West at 69 Juta Street, Braamfontein.

Dated at Johannesburg on this the 4th day of February 2002.

Van Staden & Booysen, Attorneys for Plaintiff, c/o Document Exchange, 3rd Floor, The Markade, 84 President Street, Johannesburg. (Tel. 867-5723.) (Ref. J van Staden/jk/B377.)

Case No. 7588/2001

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

**In the matter between BODY CORPORATE GROBLERSRUS, Execution Creditor, and GERHARD HARMSE,  
First Execution Debtor, and MARIA JOHANNA PETRONELLA HARMSE, Second Execution Debtor**

In pursuance of a judgement in the Court of the Magistrate Roodepoort and writ of execution dated the 3rd day of September 2001 the following property will be sold in execution on Friday the 8th day of March 2002 at 10h00 at the Sale Venue of the Sheriff, 182 Progress Road, Lindhaven, Roodepoort, to the highest bidder, viz:

(a) Unit No. 140 with an exclusive use area described as Garden No. G1 as shown and more fully described on Sectional Plan No. SS102/97 in the building or buildings known as Groblersrus situate at Groblerpark Extension 1, 48-49 in the City of Johannesburg of which section the floor area, according to the said sectional plan is 98 (ninety eight) square metres in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section specified in schedule endorsed on the sectional plan, held by Deed of Transfer No. ST25112/1997;

known as Unit No. 140, Laura Court, with an exclusive use area described as Garden No. G1, Groblersrus, cnr Progress and Corlett Drives, Groblerpark, District Roodepoort upon which is erected a detached dwelling of brick walls, said to contain a lounge, one bathroom, three bedrooms, kitchen and one garage in regard to which, however, nothing is guaranteed.

*Terms:* R5 000,00 or 10% of the purchase price, whichever is the highest, in cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 30 (thirty) days, the purchaser to pay transfer costs, rates, etc. The property will be sold "voetstoots" subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff, 182 Progress Road, Lindhaven, Roodepoort.

G. Botha, for Louw & Heyl, Attorneys for Execution Creditor, Property Park, Louw & Heyl Building, 389c Ontdekkers Road, Roodepoort. (Tel. 475-5090.) (Ref. GB/ab/B2825/057293.)

Case No. 01/18500

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

Notice is hereby given that on the 8 March 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 21 September 2001, namely:

*Certain:* Erf 17882, Vosloorus Ext 25, Registration Division I.R., the Province of Gauteng, situate at 17882 Lebabi Street, 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 5 February 2002.

Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. L Pinheiro/H91149.)

Case No. 395/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ZIPHO FRANSINA CINDI, Defendant**

On the 8 March 2002 at 11h15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

*Certain:* Erf 1711, Vosloorus, Registration Division I.R., the Province of Gauteng, situate at 1711 Makgalemele Street, Vosloorus, Boksburg, Boksburg.

*Improvements:* Detached single storey brick residence consisting of 3 bedrooms, bathroom, toilet, kitchen, lounge/dining room.

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 5 February 2002.

Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. L Pinheiro/H09066.)

Case No. 5952/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ABRAHAM HENDRIK FOURIE, First Defendant, and THEODORA LOUW RENTIA FOURIE, Second Defendant**

A sale will be held on 6 March 2002 at 10h00, without reserve, at Fehrslane Centre, 130A Struben Street, Pretoria for:

Erf 259, situate in Garsfontein Township, Registration Division JR, Gauteng Province, measuring 1 413 (one thousand four hundred and thirteen) square metres, held by the Defendants under Deed of Transfer No T147635/99, situate at 674 Elvira Street, Garsfontein, Pretoria.

*Improvements*, although in this respect nothing is guaranteed: Dwelling consisting of 3 bedrooms, 3 bathrooms, 1 separate toilet, 1 living room, 1 dining room, 1 study and 1 kitchen. Outbuildings consisting of 1 carport, 1 servants quarters and 1 outside toilet.

Inspect conditions at the office of the Sheriff Pretoria East, Fehrslane Centre, 130A Struben Street, Pretoria.

A Holtzhausen, MacRobert Inc., 23rd Floor, SAAU Building, cnr Schoeman & Andries Streets, Pretoria. [Tel. (012) 339-8441.] (Ref. A Holtzhausen/ms/609788.)

Case No. 15802/2001

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

**In the matter between ABSA BANK LIMITED, Execution Creditor, and BERNARD VERNON MUNDY, 1st Execution Debtor, and DENICE JOYCE MUNDY, 2nd Execution Debtor**

In pursuance of a judgement in the above Honourable Court and a warrant of execution dated 18th December 2001, the following property will be sold in execution by the Sheriff, Alberton on Wednesday, 6th March 2002 at 10h00 and from the premises of the Sheriff at 8 St Columb Road, New Redruth, Alberton, namely:

Erf No. 1872, Mayberrypark Extension, Alberton District, Registration Division I.R., the Province of Gauteng, measuring 840 (eight hundred and forty) square metres, held under Deed of Transfer No. T19715/1992; also known as 16 Knoppiesdoring Street, Mayberrypark Extension, 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 insofar as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.



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

*Main building:* Dwelling with tile roof consisting of: Lounge, kitchen, 3 bedrooms, 1 bathroom, 1 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%, monthly capitalised, 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 the 6th day of February 2002.

C. Mey, for Theart, Mey & Partners, Execution Creditor's Attorneys, 82 Charl Cilliers Street, Alberton. (Ref. A0065.298/ Mrs A van Vreden.)

**Case No. 8140/01**

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

**In the matter between ABSA BANK LIMITED, Execution Creditor, and BAANDE ARTHUR TATI,  
1st Execution Debtor, and TSHWEDITSE MARY TATI, 2nd Execution Debtor**

In pursuance of a judgement in the above Honourable Court and a warrant of execution dated 30th August 2001, the following property will be sold in execution by the Sheriff, Alberton on Wednesday, 6th March 2002 at 10h00 and from the premises of the Sheriff at 8 St Columb Road, New Redruth, Alberton, namely:

Erf No. 2597, Brackenhurst Extension 2, Alberton District, Registration Division I.R., the Province of Gauteng, measuring 1 500 (one thousand five hundred) square metres, held under Deed of Transfer No. T41041/97; and also known as 45 Benjamin Street, Brackenhurst Ext. 2, 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 insofar as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.

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

*Main building:* Dwelling with tile roof consisting of: Lounge, diningroom, kitchen, 3 bedrooms, 2 bathrooms, 2 toilets, 1 laundry.

*Outbuildings:* 1 garage.

*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 14,5% per annum, monthly compounded, 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 3rd day of October 2001.

C. Mey, for Theart, Mey & Partners, Execution Creditor's Attorneys, 82 Charl Cilliers Street, Alberton. (Ref. A0134.224/ Mrs A van Vreden.)

**Case No. 8497/2001**

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

**In the matter between EMFULENI LOCAL MUNICIPALITY, Plaintiff, and ELS C J, Defendant**

In pursuant to a judgment in the Magistrate's Court for the District of Vanderbijlpark, the undermentioned property will be put up for auction on the 15th of March 2002 at the Magistrate's Court, Genl. Hertzog Street, Vanderbijlpark at 10h00:

*Property description:* Holding 50, Nanescol Agricultural Holdings, Registration Division IQ, Province Gauteng, measuring 2,1414 hectares.

*Street address:* As above.

*Improvements:* Unknown.

*Terms:* Ten percent (10%) of the purchase price is payable on date of the sale and the balance together with interest at a rate of 18% per annum from date of sale till date of payment to be guaranteed by a bank, building society or any other acceptable guarantee.

Such guarantee must be delivered to the Sheriff of the Magistrate's Court Vanderbijlpark within fourteen (14) days of the date of sale. The sale is subject to Section 66 of Act 32 of 1944 as amended.



*Conditions:* The comprehensive conditions of sale can be inspected at the offices of the Sheriff Vanderbijlpark.

Dated at Vanderbijlpark on 5 February 2002.

Pienaar Swart & Nkaiseng Inc., Attorneys for the Plaintiff, Ekspa Centre, 2nd Floor, Attie Fourie Street, Vanderbijlpark.  
[Tel. (016) 981-4651.] (Ref IP/S00172.)

**Case No. 13376/2001**

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

**In the matter between FERROBOND (PTY) LTD (96/17627/07), Plaintiff, and MOHLAHELELI, IT, 1st Defendant, and MOHLAHELELI AN, 2nd Defendant**

In pursuant to a judgment in the Magistrate's Court for the District of Vanderbijlpark, the undermentioned property will be put up for auction on 15 March 2002 at the Magistrate's Court, Genl. Hertzog Street, Vanderbijlpark at 10h00:

*Property description:* Erf 77, Vanderbijl Park Central West 4 Township, Registration Division IQ, Province Gauteng, measuring 838 (eight hundred and thirty eight) square metres.

*Street address:* 25 Jan Kamp Street, CW4 Vanderbijlpark.

*Improvements:* Lounge, dining room, kitchen, three bedrooms, bathroom and toilet, single garage.

*Terms:* Ten percent (10%) of the purchase price is payable on date of the sale and the balance together with interest at a rate of 13% per annum from date of sale till date of payment to be guaranteed by a bank, building society or any other acceptable guarantee.

Such guarantee must be delivered to the Sheriff of the Magistrate's Court Vanderbijlpark within fourteen (14) days of the date of sale. The sale is subject to Section 66 of Act 32 of 1944 as amended.

*Conditions:* The comprehensive conditions of sale can be inspected at the offices of the Sheriff Vanderbijlpark.

Dated at Vanderbijlpark on 05/02/2002.

Pienaar Swart & Nkaiseng Inc., Attorneys for the Plaintiff, Ekspa Centre, 2nd Floor, Attie Fourie Street, Vanderbijlpark.  
[Tel. (016) 981-4651.] (Ref IP/I.10088.)

**Saaknr: 15742/2000**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

**In die saak tussen: FERROBOND (EDMS) BPK, 96/17627/07, Eiser, en GROBLER, GS, Eerste Verweerder, GROBLER, C, Tweede Verweerder**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik van Vanderbijlpark sal die eiendom hierna vermeld per openbare veiling verkoop word te die Landdroshof, Genl. Hertzogstraat, Vanderbijlpark, op 15 Maart 2002 om 10h00:

Sekere Erf 95, Vanderbijl Park Central West 6 Dorpsgebied, Registrasieafdeling IQ, Provinsie Gauteng, groot 961 (Negehoonderd een en sestig) vierkante meter.

*Straatadres:* Cowperstraat 10, CW6, Vanderbijlpark.

*Verbeterings:* Sitkamer, Eetkamer, Kombuis, Drie slaapkamers, Badkamer en toilet, Enkel motorhuis.

*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 verstrek word aan die Balju, Landdroshof, Vanderbijlpark binne veertien (14) dae vanaf datum van verkoping. Die verkoping is onderhewig aan Artikel 66 van die 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, Vanderbijlpark.

Geteken te Vanderbijlpark op 05/02/2002.

(Get) Pienaar Swart & Nkaiseng, Ekspasentrum, 2de Vloer, Attie Fouriestr., Vanderbijlpark. Tel: (016) 981-4651.  
Verw: IP/I.00223.

**Saaknr: 12830/2000**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

**In die saak tussen: ABSA BANK BPK, 86/04794/06, Eiser, en VAN DRIESSEL, P J, Verweerder**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik van Vanderbijlpark sal die eiendom hierna vermeld per openbare veiling verkoop word te die Landdroshof, Genl. Hertzogstraat, Vanderbijlpark, op 15 Maart 2002 om 10h00:

Sekere Erf 7, Vanderbijl Park Central West 1 Dorpsgebied, Registrasieafdeling IQ, Provinsie Gauteng, groot 604 (Seshonderd en vier) vierkante meter.

*Straatadres:* Pasteur Boulevard 229, CW1, Vanderbijlpark.

*Verbeterings:* Sitkamer, Kombuis, Drie slaapkamers, Badkamer/Stort/Toilet, Aparte Toilet, Enkel motorhuis, Bediende kwartiere, Toilet.



**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, Vanderbijlpark binne veertien (14) dae vanaf datum van verkoping. Die verkoping is onderhewig aan Artikel 66 van die 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, Vanderbijlpark.

Geteken te Vanderbijlpark op 06/02/2002.

(Get) Pienaar Swart & Nkaiseng, Ekspasentrum, 2de Vloer, Attie Fouriestr., Vanderbijlpark. Tel: (016) 981-4651.  
Verw: IP/1.00150.

**Saaknr: 5119/1999**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

**In die saak tussen: WESTELIKE VAAL METROPOLITAANSE PLAASLIKE RAAD, Elser, en  
OLIVIER, J W, Verweerder**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik van Vanderbijlpark sal die eiendom hierna vermeld per openbare veiling verkoop word te die Landdroshof, Genl. Hertzogstraat, Vanderbijlpark, op 15 Maart 2002 om 10h00:

Sekere Erf Hoewe 8, Gladwood Landbouhoewes, Registrasieafdeling IQ, Provinsie Gauteng, Groot 2,1414 hektaar.

**Straatadres:** Soos bo.

**Verbeterings:** Onbekend.

**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 18% 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, Vanderbijlpark binne veertien (14) dae vanaf datum van verkoping. Die verkoping is onderhewig aan Artikel 66 van die 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, Vanderbijlpark.

Geteken te Vanderbijlpark op 05/02/2002.

(Get) Pienaar Swart & Nkaiseng, Ekspasentrum, 2de Vloer, Attie Fouriestr., Vanderbijlpark. Tel: (016) 981-4651.  
Verw: IP/S90050.

**Case No. 395/96**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ZIPHO FRANSINA CINDI, Defendant**

On the 8 March 2002 at 11h15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwoort Street, Boksburg:

**Certain:** Erf 1711, Vosloorus, Registration Division I.R., the Province of Gauteng, situate at 1711 Makgalemele Street, Vosloorus, Boksburg, Boksburg.

**Improvements:** Detached single storey brick residence consisting of 3 bedrooms, bathroom, toilet, kitchen, lounge/dining room.

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 5 February 2002.

Tuckers Inc., 84 Trichardt's Road, Ravenswood, Boksburg; Box 99, Boksburg, 1468. (Tel. 918-0550.)  
(Ref. L Pinheiro/H09066.)

**Case No. 84/01**

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and DEON RUDOLF VAN ASWEGEN, 1st Defendant,  
LUCIA VAN ASWEGEN, 2nd Defendant**

Notice is hereby given in terms of a Warrant of Execution issued in the abovementioned Court on the 5th of March 2001, the following property being:

**Certain property:** Erf 224, Glenvarloch, Township, Registration Division I.R., Province of Gauteng.



*Measuring:* 744 (seven hundred and forty four) square metres, held by Deed of Transfer T103008/98, will be sold in execution on Friday, the 15th day of March 2002 at 9:00 at the Magistrate's Court, Nigel, to the highest bidder.

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

"Brick house with zinc roof, consisting of kitchen, lounge, three bedrooms, one bathroom/toilet, brick & concrete fencing. Two outbuildings, carport.

*Conditions of sale:* Payment of the purchase price will be by way of cash deposit of 10% (ten percent) of the purchase price on date of sale and the balance at registration of transfer. In connection with the balance, a Bank- or building society- or any other acceptable guarantee must be furnished within 14 (fourteen) days after the date of sale to the Sheriff of the Court. The full Conditions of Sale will lie for inspection with the relevant Sheriff prior to the sale for perusal of parties interest.

Dated at Nigel on this the 5th day of February 2002.

(Sgn) L Etsebeth, Locketts Attorneys, Third Avenue, Nigel. Ref: L Van Der Westhuizen/A712.

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**Case No. 17652/98**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

**In the matter between ABSA BANK LTD, Plaintiff, and ZABA PAULUS KHOZA, Defendant, PRISCILLA KHOZA, 2nd Defendant, ACCOUNT NUMBER: 28 00129 4620**

In pursuance of a Judgment in the Court of the Magistrate of Kempton Park and a Writ of Execution, dated 16 March 2001, the property listed herein will be sold in execution on 7 March 2002 at 14h00 at Sheriff's Office, 14 Greyilla Avenue, Kempton Park, by the Sheriff of the highest bidder:

Erf 2350, Tembisa Ext. 6 Township, Registration Division J.R., Gauteng.

*Measure:* 367 (three hundred and sixty seven) square metres.

*Held under:* Deed of Transfer TL17578/97.

*Situated at:* 207 Isithame Section, Tembisa.

The Judgment Creditor described the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

*Improvements:*

1 lounge, 1 kitchen, 2 bedrooms, 1 toilet, 2 outside rooms, asbestos roof, surrounded by 3 x fence.

*Terms:* The purchase price shall be paid as to 10% thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 22% per annum within 14 (fourteen) days shall be paid or secured by a Bank or Building Society Guarantee. The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, 14 Greyilla Avenue, Kempton Park and/or the Sheriff.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, Kempton Park. (Mrs Swanepoel/A879.)

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**Case No: 2001/16579**

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between: ABSA BANK LIMITED, Account No. 28 00023 889 1, Plaintiff, and NAUDÉ, JOZUA FRANCOIS, Defendant**

In execution of a judgment in the High Court of South Africa (Transvaal Provincial Division) in the abovementioned 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 Fehrslane Centre, 130A Struben Street, Pretoria, on the 6th day of March 2002 at 10:00 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, Pretoria South:

*Certain:* Portion 253, of the Farm Randjesfontein 405, Registration Division J.R., The Province of Gauteng and also known as 5 King Willow Crescent, Randjesfontein.

*Measuring:* 1.0476 ha (One comma Zero Four Seven Six) hectares.

*Improvements* (none of which are guaranteed) consisting of the following:

*Main building:* Entrance hall, 3 bedrooms, lounge, dining room, kitchen, scullery, study, 2 bathrooms, family room, wc.

*Outbuildings:* 2 Servant's rooms, 3 Garages.

*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 the 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 000,00 (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 3 January 2002.

Rossouws Attorneys, Plaintiff's Attorneys, 8 Sherborne Road, Parktown, Johannesburg; PO Box 1588, Jhb, 2000. Tel: 726-9000. Ref: Rossouw/cw/A6427E.



Case No: 2001/20504

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

**In the matter between: ABSA BANK LIMITED, Account No. 80-5265-3904, Plaintiff, and MASHELE, DON SIPHO, 1st Defendant, MASHELE, ALBERICA MASHELE, 2nd Defendant**

In execution of a judgment in the High Court of South Africa (Witwatersrand Local Division) in the abovementioned 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 7th day of March 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 East:

*Certain:* Erf 33, De Wetshof Township, Registration Division I.R., The Province of Gauteng and also known as 35 Da Gama Street, De Wetshof, Johannesburg.

*Measuring:* 1 090 m (One Thousand and Ninety) Square Metres.

*Improvements* (none of which are guaranteed) consisting of the following:

*Main building:* Entrance Hall, Lounge, Dining Room, Kitchen, Study, 3 Bedrooms, 2 Bathrooms/W.C/Shower.

*Outbuildings:* Double Garage, 2 Servant Quarters, Outside W/C, 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 the 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 000,00 (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 3 January 2002.

Rossouws Attorneys, Plaintiff's Attorneys, 8 Sherborne Road, Parktown, Johannesburg; PO Box 1588, Jhb, 2000. Tel: 726-9000. Ref: Rossouw/ct/04/A7022E.

Case No: 1999/22621

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

**In the matter between: ABSA BANK LIMITED, Account No. 80-4162-7798, Plaintiff, and VAN WYK, YUSUF, Defendant**

In execution of a judgment in the High Court of South Africa (Witwatersrand Local Division) in the abovementioned 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 7th day of March 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 West:

*Certain:* Erf 1287, Bosmont Township, Registration Division I.Q., The Province of Gauteng and also known as 2 Rooiberg Avenue, Bosmont, Johannesburg.

*Measuring:* 486 m (Four Eight Six) Square Metres.

*Improvements* (none of which are guaranteed) consisting of the following:

*Main building:* Lounge, dining room, kitchen, 5 bedrooms, 2 bathrooms, family room.

*Outbuildings:* Double carport.

*Constructed:* Brick under 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 the 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 000,00 (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 28 January 2002.

Rossouws Attorneys, Plaintiff's Attorneys, 8 Sherborne Road, Parktown, Johannesburg; PO Box 1588, Jhb, 2000. Tel: 726-9000. Ref: Rossouw/cw/A6713E.



Case No: 2001/16578

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

**In the matter between: ABSA BANK LIMITED, Account No. 28 00076 076 7, Plaintiff, and NAUDÉ, LOUISA SUSARAH, 1st Defendant, NAUDÉ, JOZUA FRANCOIS, 2nd Defendant**

In execution of a judgment in the High Court of South Africa (Transvaal Provincial Division) in the abovementioned 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 Fehrslane Centre, 130A Struben Street, Pretoria, on the 6th day of March 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, Pretoria South:

*Certain:* Erf 316, of the Farm Randjesfontein 405, Registration Division J.R., The Province of Gauteng, and also known as 40 Everfair Street, Randjesfontein.

*Measuring:* 2,1845 ha (Two comma One Eight Four Five) hectares.

*Improvements* (none of which are guaranteed) consisting of the following:

Vacant land.

*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 the 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 000,00 (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 31 January 2002.

Rossouws Attorneys, Plaintiff's Attorneys, 8 Sherborne Road, Parktown, Johannesburg; PO Box 1588, Jhb, 2000. Tel: 726-9000. Ref: Rossouw/cw/A6426E.

SALE IN EXECUTION

Case No. 01/12720  
PH 388/DX516/J21

**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, 8 March 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.

Dated at Johannesburg on 4 February 2002.

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

Case No: 23135/01  
P.H. 104

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

**In the matter between: STANDARD BANK FINANCIAL NOMINEES (PTY) LIMITED, Execution Creditor, and TAKIS PROPERTY HOLDINGS CC, Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the property being 5 Ford Street, Wolhuter, Johannesburg on 5th March 2002 at 10h00, of the undermentioned property of the Defendant/s on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg East, 69 Juta Street, Johannesburg, prior to the sale:

*Certain:* 1 Erf 72, Wolhuter township, Registration Division I.R., Gauteng; being 5 Ford Street, Wolhuter, Johannesburg.

2 Erf 74, Wolhuter township, Registration Division I.R., Gauteng; being 5 Ford Street, Wolhuter, Johannesburg.



*Measuring:* 495 (four hundred and ninety five) Square Metres; and  
495 (four hundred and ninety five) Square Metres.

The property is zoned industrial 1.

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

*Building 1:* A three storey brick and concrete building under concrete roof used as workshops, storerooms and staff facilities. The volume height on each floor is approximately 4 metres. There is an internal steel spiral staircase between the ground and the first floor.

*Building 2:* A single storey brick building comprising workshops. This building has the appearance of one being an iron roofed lean-to which has been enclosed with brickwork which is erected to 2,5 metres and left opened to the roof.

*Building 3:* Similar to building 2.

Dated at Johannesburg on this 5 day of February 2002.

Plaintiff's Attorneys, (Signed) B.W. Webber, Ramsay, Webber & Company. Ref. Mr. Webber/avb/S884. Tel. 778-0600.

Any enquiries in respect of this sale should be made to the above attorneys. For more details see our website:  
<http://www.ramweb.co.za>

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**Case No. 15896/1994**

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and MBHAZIMA PHINEAS MUKHARI, Defendant**

A Sale in Execution of the property described hereunder will take place on the 13 March 2002 at 10h00 at the offices of the Sheriff, Magistrate's Court, 8 St. Columb Street, New Redurth, Alberton, to the highest bidder.

All Right, Title and Interest in the Leasehold in respect of Erf 10285, Tokoza Extension 5 Township, Registration Division I.R., the Province of Gauteng.

*Measuring:* 252 (two hundred and fifty two) Square Metres.

*Property known as:* 10285 Tokoza Extension 5, Alberton.

*Improvements:* Residence comprising Lounge, 3 bedrooms, kitchen, bathroom, toilet.

The Conditions of Sale may be inspected at the offices of the Sheriff, Magistrate's Court, Alberton.

Wright, Rose-Innes Inc., Plaintiff's Attorneys, 305 President Street, Germiston, 1401. Ref: 19490/PR/Mrs du Toit.

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**Case No. 01/19790**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and DESIRE STEYN, Defendant**

Notice is hereby given that on the 8 March 2002, at 11h00 the undermentioned property will be sold by Public Auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a Judgment in this matter granted by the above Honourable Court on 19 November 2001, namely:

*Certain:* Erf 1106, Brakpan-Noord Ext 3, Registration Division I.R., the Province of Gauteng.

*Situate at:* 37 Ellis Street, Brakpan Noord Ext 3.

"Zoning Residential 1" – Height: Two storeys, cover: 60%, building line: 5 m.

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

Detached single storey brick residence consisting of: Lounge, dining room, kitchen, 3 bedrooms, 2 bathrooms. *Building construction:* Brick/plastered & painted. *Roof:* Cement-pitched roof. *Fencing:* 4 sides pre-cast walling and outbuildings comprised of: Outer toilet & single garage. *Building construction:* Brick/plastered & painted. *Roof:* Cement-pitched.

The full Conditions of Sale may be inspected at the office of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan.

Dated at Boksburg on this the 5 February 2002.

Tuckers Inc, 84 Trichardts Road, Ravenswood, Boksburg; Box: 99, Boksburg, 1468. Tel: 918-0550. Ref: L Pinheiro/H91166.

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**Case No. 00/22197**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and ANTON DE BRUYN, 1st Defendant,  
DESIREE DE BRUYN, 2nd Defendant**

Notice is hereby given that on the 8 March 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 1 February 2001, namely:



*Certain:* Portion 74 of Lot 185, Klippoortje Agricultural Lots, Registration Division I.R., the Province of Gauteng.

*Situate at:* 13 Tongvis Street, Klippoortje Agricultural Lots, 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, dining room, family room, d/garage & s/quarters.

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

Dated at Boksburg on this the 4 February 2002.

Tuckers Inc, 84 Trichardts Road, Ravenswood, Boksburg; Box: 99, Boksburg, 1468. Tel: 918-0550. Ref: L Pinheiro/H90901.

**Case No. 00/17389**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and DANIEL RENE DU PREEZ, 1st Defendant,  
MERYL GEORGINA DU PREEZ, 2nd Defendant**

Notice is hereby given that on the 8 March 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 5 September 2000, namely:

*Certain:* Erf 482, Lilianton Ext 1, Registration Division I.R., the Province of Gauteng.

*Situate at:* 29 Barend Road, Lilianton Ext 1, 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, dining room, garage, s/pool & carports.

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

Dated at Boksburg on this the 4 February 2002.

Tuckers Inc, 84 Trichardts Road, Ravenswood, Boksburg; Box: 99, Boksburg, 1468. Tel: 918-0550. Ref: L Pinheiro/H90859.

**Case Number: 01/7927**

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

**BOE BANK LIMITED, Plaintiff, and HUCKFIELD, CHANTEL, Defendant**

In pursuance of a judgment in the High Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, the property listed herein will be sold at the office of the Sheriff of the High Court, Johannesburg South at 69 Juta Street, Braamfontein at 10h00 on the 14th March 2002, to the highest bidder:

*Certain:* Erf 2202, Glenvista Ext 3 Township, Registration Division IR, the Province of Gauteng, commonly known as 2 Park Drive, Glenvista Ext 4.

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

A single storey dwelling with 1 lounge/dining room, 3 bedrooms, 2 bathrooms, 1 shower, 2 wc's, entrance hall, TV room, double garage, outside wc, all under a tiled roof.

*Zoned:* Residential.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten percentum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the High Court, Johannesburg South at 69 Juta Street, Johannesburg.

Dated at Johannesburg on this the 28th day of January 2002.

Van Staden & Booysen, Attorneys for Plaintiff, c/o Document Exchange, 3rd Floor, The Markade, 84 President Street, Johannesburg. Tel: 867-5723. Ref: JVS/esb/B990.

**Saaknommer: 817/2001**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

**In die saak tussen: ABSA BANK BEPERK, Eiser, en TITOS MICHAEL MAHLABA, Verweerder**

Ter uitvoering van 'n vonnis van die Landdroshof van Vanderbijlpark sal die eiendom hierna vermeld per openbare veiling verkoop word te Generaal Hertzogstraat, Vanderbijlpark op Vrydag, 8 Maart 2002 om 10:00:

*Sekere:* Erf 15932, Sebokeng Extension 21 Township.

*Groot:* 300 vierkante meter.

*Verbeterings* (geen waarborg word in verband hiermee gegee nie): Sitkamer, kombuis, badkamer, 2 slaapkamers, teëldak.



*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, Vanderbijlpark binne 14 (veertien) dae vanaf datum van verkoping. Die verkoping is onderhewig aan Artikel 66 van Wet op Landdroshof Nr. 32 van 1944, soos gewysig.

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

Geteken te Vanderbijlpark op 05/02/2002.

(Get) W P Pretorius, De Klerk, Vermaak & Vennote Ing, Prokureurs vir Eksekusieskuldeiser, Omegagebou, F W Beyersstraat, Vanderbijlpark. Tel: (016) 931-1707. Verw: W P Pretorius/Mev Loubser/Z07215.

**Saak No. 8612/200**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

**In die saak tussen: ABSA BANK BEPERK, Eiser, en LEONARD BAREND BEZUIDENHOUT, Verweerder**

Ter uitvoering van 'n vonnis van die Landdroshof van Vanderbijl Park sal die eiendom hierna vermeld per openbare veiling verkoop word te Generaal Hertogstraat, Vanderbijlpark op Vrydag, 8 Maart 2002 om 10:00:

Sekere Erf 271, Vanderbijlpark, Central East 4 Dorpsgebied (Saldanahstraat 11, Vanderbijlpark), groot 910 vierkante meter.

*Verbeterings* (geen waarborg word in verband hiermee gegee nie): Ingangsportaal, sitkamer, eetkamer, kombuis, 3 slaapkamers, badkamer, enkel garage.

*Terme:* Een tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 14,5% per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju Landdroshof, Vanderbijlpark binne 14 (veertien) dae vanaf datum van verkoping. Die verkoping is onderhewig aan Artikel 66 van Wet op Landdroshof Nr. 32 van 1944, soos gewysig.

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

Geteken te Vanderbijlpark op 05/02/2002.

W P Pretorius, De Klerk, Vermaak & Vennote Ing, Prokureurs vir Eksekusieskuldeiser, Omegagebou, F W Beyersstraat, Vanderbijlpark. [Tel. (016) 931-1707.] (Verw. W P Pretorius/Mev. Loubser/Z07951.)

**Case No. 27067/2000**

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

**In the matter between: BOE BANK LTD, t/a NBS, Plaintiff, and JOSE CARLOS PEREIRA GONCALVES, 1st Defendant, and ANA ROSA RANGEL GONCALVES, 2nd Defendant**

Sale in execution to be held at Fehrslane Centre, 130A Struben Street, Pretoria at 10h00 on the 6th March 2002 of:

Erf 2327, situate in the Township of Moreletapark Extension 24, Registration Division J.R., Gauteng, measuring 1 020 square metres, held by the Defendant under Deed of Transfer No. T29228/1996, known as 934 Morice Street, Moreletapark Extension 24.

*Improvements comprise:* Dwelling: double storey, brick walls, concrete roof, fitted carpets, tiles, lounge, dining room, kitchen, scullery, 4 bedrooms, 2 bathrooms, 1 shower, 3 wc's, entrance, family room, dressing room, balcony, double garage, servants room with wc, barbeque, paving, brick & concrete walls, intercom, remote gate & garage door, alarm.

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

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

Conditions of sale can be inspected at the offices of the Sheriff, Pretoria East, Fehrslane Centre, 130A Struben Street, Pretoria.

CG Stolp, Solomon Nicolson Rein & Verster Inc, S N R & V House, 748 Church Street, cor. Church & Beckett Streets, Arcadia, Pretoria. (Ref. Mr Stolp/Alta/M3093.)

**Saak No. 14443/2001**

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

**In die saak tussen: SAAMBOU BANK BEPERK, Eiser, en FRANS BARNARD POTGIETER, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggereghof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op die 19 dag van Oktober 2001 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria Sentraal, op die 12de dag van Maart 2002 om 10:00 te Visagiestraat 234, Andriesstraat Ingang, Pretoria, verkoop:



*Sekere:* Deel Nr's 45 en 73 soos getoon en meer volledig beskryf op Deelplan Nr SS.57/78 in die skema bekend as Caledon, geleë te Erf 1128, Sunnyside Dorpsgebied, beter bekend as Caledon Nr 605, Cilliersstraat 66, Sunnyside, groot Deelnommer 45, 105 (eenhonderd en vyf) vierkante meter, Deelnommer 73-23 (drie en twintig) vierkante meter.

*Sonering:* Woonstel.

Ten tye van die opstel van hierdie kennisgewing was die volgende verbeteringe aangebring op die eiendom, maar word niks gewaarborg nie: Sitkamer, eetkamer, 2.5 slaapkamers, kombuis, 1 badkamer/hwb/wk, toilet, motorhuis.

Die koper moet 'n deposito van 10% van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings 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 30 (dertig) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Messcor Huis, Margarethastraat 30, Pretoria.

Dyason Ing, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. [Tel. (012) 334-3570.] (Verw. T du Plessis/mjc/FF2938.)

**Saak No. 8082/2000**

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

**In die saak tussen: ABSA BANK BEPERK, Eiser, en GOVINDASAMY, KISTEN, 1ste Verweerder, en  
GOVINDASAMY, DEVI MAYLENE, 2de Verweerderes**

'n Geregtelike verkoping sal gehou word op 7 Maart 2002 om 10h00 deur die Balju Johannesburg Oos te Jutastaat 69, Braamfontein, van:

*Sekere:* Erf 52, geleë in die dorpsgebied Gresswold, Registrasie Afdeling I.R., provinsie Gauteng, groot 1 487 (een duisend vier honderd sewe en tagtig) vierkante meter, bekend as Berkswellweg 20, Gresswold.

Besonderhede word nie gewaarborg nie: 'n Woonhuis bestaande uit 'n sitkamer, eetkamer, familiekamer, kombuis, 2 badkamers, 4 slaapkamers, spens, 4 motorhuise, 2 bediendekamers en 1 badkamer/stort/wk.

Inspekteer voorwaardes by Balju, Johannesburg-Oos, Jutastaat 69, Braamfontein.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos, 451, Pretoria. [Tel. (012) 334-3566.] [Verw. T du Plessis/LO (FG 0231).]

**Case No. 51111/01**

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

**In the matter between: THE BODY CORPORATE OF MEERDUYN, Plaintiff, and Mr T F J OOSTHUIZEN, Defendant**

Kindly take notice that on Friday, the 15th day of March 2002 at 10h00 and at the Magistrate's Court, Johannesburg, a public auction sale will be held at the Fox Street Entrance, at which the Sheriff of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

*Certain:* Section 10, Meerduyn, measuring 125 sqm., also known as Unit 10, Meerduyn, Flamink Street, Meerdale Extension 2.

*Improvements reported* (which are not warranted to be correct and are not guaranteed): 3 x bedrooms, 1 x kitchen, 1 x open plan lounge/diningroom; 2 x bathroom, 1 x courtyard; 1 x single garage, 1 x carport (hereinafter referred to as "the property").

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

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

The full conditions of sale may be inspected at the offices of Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, the Sheriff of the Court.

Dated at Johannesburg on this the 1st day of February 2002.

Thomson Wilks, Plaintiff's Attorneys, Ground Floor, West Wing, President Place, 148 Jan Smuts Avenue, Rosebank, Johannesburg. Docex 6, Parktown North, P O Box 3242, Parklands. (Tel. 880-8023.) (Ref. Mr Van Rensburg/M191.)



Saak No. 2103/01

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

**In die saak tussen: NORTHERN METROPOLITAN LOCAL COUNCIL, Eiser, en NAGM GEORGE AZAR, 1ste Verweerder, en HELENA LOUISA AZAR, 2de Verweerder**

Ter uitwinning van 'n vonnis van die Landdroshof, 16 Mei 2001 in bogemelde saak, sal 'n verkoping (sonder) 'n reserweprys gehou word te Landdroshof Randburg, h/v Selkirk & Jan Smutslaan, Blairgowrie, op die 6de dag van Maart 2002 om 10h00 van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die voormelde Balju, 8 Randhof, h/v Selkirk & Blairgowrie Rylaan, Blairgowrie, Randburg, voor die verkoping ter insae sal lê:

Erf 241, Malanshof X1 Dorpsgebied, geleë te Philip Le Rouxlaan 8, Malanshof X1.

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee kan word nie: Woonhuis.

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

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

J S Strydom, Schweltnus Spies Haasbroek Ing, Prokureur vir Eiser, 2de Vloer, Randpark Gebou, Doverstraat 20, Randburg; Posbus 1115, Randburg, 2125. (Tel. 886-1800.) (Verw. Mnr. Strydom/le/H1247/00.)

Saak Nr. 9769/2001

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

**In die saak tussen EKURHULENI METROPOLITAANSE MUNISIPALITEIT, opvolgers in titel van die GROTER OOSRAND METRO EN EDENVALE/MODDERFONTEIN METROPOLITAANSE SUBSTRUKTUUR, Eiser, en MHF PROPERTIES LIMITED, Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 11/9/2001 uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by Randburg Landdroshof, Jan Smutslaan, Randburg, aan die hoogste bieder op 6de Maart 2002 om 10h00:

Erf 449, Commercia Uitbreiding 9 Dorpsgebied, Registrasie Afdeling I.R., Provincie van Gauteng, groot 1 195 (eenduisend eenhonderd vyf en negentig) vierkante meter, geleë te Buhleweg, Commercia.

**Voorwaardes van verkoping:**

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshof Wet en Reëls daaronder geproklameer en van die terme van die Titellaktes insover dit van toepassing mag wees.

2. Die volgende verbeterings op die eiendom word aangekondig, maar geen waarborg in verband daarmee word verskaf nie.

**Woonhuis:** Standplaas met gedeelte van behuisingkema.

**Buitegebou:** Geen.

3. **Terme:** Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van die verkoping aan die Balju, en die balans, tesame met rente op die volle koopprys, vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 15,5% per jaar, sal binne dertig (30) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bankwaarborg.

4. **Voorwaardes:** Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Halfwayhouse-Alexandra, 614 James Singel, Halfway House.

Mrs Vd Merwe, Eiser se Prokureurs, McKenzie Van der Merwe & Willemse Inc., 22 Thistle Road, Kempton Park, 1620.

Saak Nr. 9767/2001

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

**In die saak tussen EKURHULENI METROPOLITAANSE MUNISIPALITEIT, opvolgers in titel van die GROTER OOSRAND METRO EN EDENVALE/MODDERFONTEIN METROPOLITAANSE SUBSTRUKTUUR, Eiser, en GALLEY INTERNATIONAL TRADING CC, Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 11/9/2001 uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by Randburg Landdroshof, Jan Smutslaan, Randburg, aan die hoogste bieder op 6de Maart 2002 om 10h00:

Erf 449, Commercia Uitbreiding 9 Dorpsgebied, Registrasie Afdeling I.R., Provincie van Gauteng, groot 1 195 (eenduisend eenhonderd vyf en negentig) vierkante meter, geleë te Buhleweg, Commercia.



*Voorwaardes van verkoping:*

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshof Wet en Reëls daaronder geproklameer en van die terme van die Titellaktes insover dit van toepassing mag wees.

2. Die volgende verbeterings op die eiendom word aangekondig, maar geen waarborg in verband daarmee word verskaf nie.

*Woonhuis:* Standplaas met gedeelte van behuisingskema.

*Buitegebou:* Geen.

3. *Terme:* Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van die verkoping aan die Balju, en die balans, tesame met rente op die volle koopprys, vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 15,5% per jaar, sal binne dertig (30) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bankwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Halfwayhouse-Alexandra, 614 James Singel, Halfway House.

Mrs Vd Merwe, Eiser se Prokureurs, McKenzie Van der Merwe & Willemse Inc., 22 Thistle Road, Kempton Park, 1620.

**Case No. 24771/2001**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

**In the matter between ABSA BANK LTD, Plaintiff, and GODFREY JOSEPH NYOKA, Defendant  
(Account Number 805 294 8371)**

In pursuance of a judgment in the Court of the Magistrate of Kempton Park and a writ of execution, dated 7 November 2001, the property listed herein will be sold in execution on 7 March 2002 at 14h00 at Sheriff's Office, 14 Greyilla Avenue, Kempton Park by the Sheriff to the highest bidder:

Erf 4664, Kaalfontein Ext. 16 Township, Registration Division I.R., Gauteng, measure 274 (two hundred and seventy four) square metres, held under Deed of Transfer T141633/2000, situated at Stand 4664, Kaalfontein.

The Judgment Creditor described the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

*Improvements:* 1 diningroom, 1 kitchen, 2 bedrooms, 1 bathroom, 1 toilet, tiled roof, no fence.

*Terms:* The purchase price shall be paid as to 10% thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 13,9% per annum within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee. The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, 14 Greyilla Avenue, Kempton Park and/or The Sheriff.

*Date:* 22 February 2002.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, Kempton Park. (Ref. Mrs Swanepoel/A1632.)

**Case No. 24773/2001**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

**In the matter between ABSA BANK LTD, Plaintiff, and TSHINANNE DAVID RAMASHIDZHA, Defendant  
(Account Number 805 270 0995)**

In pursuance of a judgment in the Court of the Magistrate of Kempton Park and a writ of execution, dated 7 November 2001, the property listed herein will be sold in execution on 7 March 2002 at 14h00 at Sheriff's Office, 14 Greyilla Avenue, Kempton Park by the Sheriff to the highest bidder:

Erf 4667, Kaalfontein Ext. 16 Township, Registration Division I.R., Gauteng, measure: 258 (two hundred and fifty eight) square metres, held under Deed of Transfer T.132978/2000, situated at Stand 4667, Kaalfontein.

The Judgment Creditor described the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

*Improvements:* 1 diningroom, 1 kitchen, 2 bedrooms, 1 bathroom, 1 toilet, tiled roof.

*Terms:* The purchase price shall be paid as to 10% thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 13,9% per annum within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee. The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, 14 Greyilla Avenue, Kempton Park and/or The Sheriff.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, Kempton Park. (Ref. Mrs Swanepoel/A1623.)



Case No. 2001/22640

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

**In the matter between ABSA BANK LIMITED (Account No. 80-4523-9325), Plaintiff, and  
DIETSISSO, ONICA DIMAKATSO, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without a reserve price, the price subject to the Plaintiff's approval, will be held by the Sheriff at his offices at 69 Juta Street, Braamfontein on the 7th day of March 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 Central:

*Certain:* Section No. 49 as shown and more fully described on Sectional Plan SS37/80 in the scheme known as Bernato View, in respect of land and building(s) situate at Berea 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 Flat No. 401, Bernato View, 24 Bernato Street, Berea, measuring 134 m (one hundred and thirty four) square metres.

*Improvements* (none of which are guaranteed) consisting of the following:

*Main building:* Entrance hall, lounge, dining room, kitchen, 3 bedrooms, 2 bathrooms, 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 000,00 (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 22 January 2002.

Rossouws Attorneys, Plaintiff's Attorneys, 8 Sherborne Road, Parktown, Johannesburg; P O Box 1588, Jhb, 2000. (Tel. 726-9000.) (Ref. Rossouw/ct/04/A7061E.)

Case No. 00/2505

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and YOLANDA VAN DER NEST, Defendant**

Notice is hereby given that on the 7 March 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 6 March 2000, namely:

*Certain:* Erf 120, Crystal Park, Registration Division I.R., the Province of Gauteng, situate at 5 Henschel Street, Crystal Park, Benoni.

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, Benoni, 180 Princess Avenue, Benoni.

Dated at Boksburg on this the 21 January 2002.

Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. L Pinheiro/H90604.)

Case No. 00/26972

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SOKESIBONE DANIEL MAHLANGU, Defendant**

Notice is hereby given that on the 7 March 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 29 January 2001, namely:

*Certain:* Erf 14738 (previously 351) Daveyton Ext 3, Registration Division I.R., the Province of Gauteng, situate at 14738 (previously 351) Daveyton Ext 3, Benoni.

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, study & garage.

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 23 January 2002.

Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. L Pinheiro/H90997.)



Saak No. 76135/99

## IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOUD PRETORIA

**In die saak tussen DIE BEHEREDE LIGGAAM VAN EBENPARK REGSPERSOON, Eiser, en  
JAN ECHARDT TALJARD, 1ste Verweerder, en CORNELIA TALJARD, 2de 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 7 Maart 2002 om 10h00 deur die Balju Pretoria Wes te Olivetti Huis, 6de Vloer, Kamer 603A, h/v Schubart- & Pretoriusstraat, Pretoria:

Eenheid 2—SS129/1986, Ebenpark, geleë te Erf 3332, Pretoria CC, provinsie van Gauteng, grootte 83 (agt drie) vierkante meter, gehou kragtens Akte van Transport ST65667/1994, bekend as Ebenpark 2, Kerkstraat 233, Pretoria, bestaan uit 2 slaapkamers, 1 badkamer, 1 sitkamer & 1 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-Wes. 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 bouverenigingwaarborg binne 21 (een-en-twintig) dae na die verkoping.

**Voorwaardes van verkope:** Die voorwaardes van verkope mag geïnspekteer word by die kantore van die Balju, Pretoria-Wes.

Geteken te Pretoria op hierdie 14de dag van Januarie 2002.

B W Hartzenberg—Adjunk Balju, Balju Pretoria-Wes, Privaatsak X201, Pretoria, 0001. Tel. (012) 386-3302.

Lüdik & Booysen Prokureurs, Prokureurs vir Eiser, Pretoriusstraat 1126, Hatfield, Pretoria. (Docex 324.) (Tel. 430-7884.) (Verw. MB/mm/2636.)

**Case No. 98/29316  
PH 388**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and NDABA: GEORGE, First Defendant, and  
NDABA SEFORA MMAMPUFANA, 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, Magistrate's Court, 69 Kerk Street, Nigel, at 09:00, on Friday, 8 March 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:** All the right, title and interest in the leasehold in respect of Erf 455, Impumelelo Township, Registration Division I.R., the Province of Gauteng, area 260 (two hundred and sixty) square metres, situation Erf 455, Impumelelo.

**Improvements** (not guaranteed): "A residential dwelling consisting of 1 bedroom, 1.5 bathrooms, kitchen, lounge and pre-cast 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.

Dated at Johannesburg on 10 January 2002.

Jansen - Potter, Plaintiff's Attorneys, The Lion House, 20 Roberts Avenue, Kensington. (Tel. 614-8100.) (Ref. ForeclosuresZ3759.)

**Case No. 10678/01  
PH 104**

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

**In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and  
UNIT 32 DIJON CC, CK97/20473/23, Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 10 Conduit Street, Kensington B, Randburg on 5th March 2002 at 13h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff, Sandton's office at 10 Conduit Street, Kensington B, Randburg, prior to the sale:

**Certain:** a unit consisting of: Section No. 32 as shown and more fully described on Sectional Plan No. SS533/97 in the scheme known as Dijon in respect of the land and building or buildings situate at Hyde Park Extension 73 township in the area of The Eastern Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council of which the floor area, according to the said section plan, is 89 (eighty nine) square metres in extent; being Door No. 32 Dijon, William Nicol Drive, Hyde Park Extension 73, Sandton.



The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A flat with comprising kitchen, lounge/dining room, 2 bedrooms, 1 bathroom, toilet and a shower with outbuildings with similar construction comprising of a garage and a carport.

Dated at Johannesburg on this 23rd day of February 2002.

G.D. Smith, Ramsay, Webber & Company. (Tel. 778-0600.) [Ref Foreclosures/fp/U.58 (4 640 957).]

**Saak No. 16051/99**

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en GLEN HEN ON KLIP POULTRY PRODUCTS BK, 1ste Verweerder, MOAHLOLI, BAKUENA, HAMILTON, 2de Verweerder, en MOAHLOLI, LIAKO MA-TSOLOANE, 3de Verweerder**

Ter uitwinning van 'n vonnis in die bogemelde Agbare Hof, gedateer die 28ste dag van Oktober 1999, sal 'n verkoping sonder 'n reserweprys as 'n eenheid gehou word, te Balju Vereeniging, te De Klerk, Vermaak & Vennote Ing., Overvaalgebou, Krugerlaan, Vereeniging, op 7 Maart 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 Vereeniging, Overvaal, Krugerlaan 28, Vereeniging, aan die hoogste bieder:

Gedeelte 69 ('n gedeelte van Gedeelte 33) van die plaas Kookfontein 545, Registrasieafdeling I.Q., die Provinsie van Gauteng, groot 3,7956 (drie komma sewe nege vyf ses) hektaar, gehou kragtens Akte van Transport T122326/1996.

*Sonering:* Residensieël, geleë te Jessiestraat 24, Glen Donald, Vereeniging.

Die volgende inligting word verskaf insake verbetering, alhoewel geen waarborg in verband daarmee gegee kan word nie: 'n Woonhuis bestaande uit ingangsportaal, sitkamer, eetkamer, familie kamer, 3 slaapkamers, kombuis, 2 badkamers, waskamer, kroeg en motorhuis. (Verbeterings kan nie gewaarborg word nie).

*Terme:* 10% (tien persent) van die verkoopprys 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 (sewe duisend rand) met 'n minimum van R300,00 (drie honderd rand). Minimum fooie R300,00 (drie honderd rand).

Gedateer te Johannesburg op hierdie 21ste dag van Januarie 2002.

Tim Du Toit & Kie Ing., Weststraat 33, Houghton; Posbus 1196, Johannesburg, 2000. [Tel. (011) 483-3800.] [Fax (011) 483-0801.] (Verw. P Niehaus/mp/M1F.)

**Case No. 1475/1987**

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

**In the matter between: ABSA BANK LIMITED (f.k.a. United Building Society Limited), Plaintiff, and WILLIAM FANA TWALA, Defendant**

A sale in execution of the property described hereunder will take place on the 13 March 2002 at 10h00 at the offices of the Sheriff, Magistrate's Court, 8 St. Columb Street, New Redruth, Alberton, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 561, A P Khumalo Township, Registration Division I.R., the Province of Gauteng, measuring 273 (two hundred and seventy three) square metres.

Property known as 561 A P Khumalo, Katlehong, District Alberton.

*Improvements:*

Residence comprising 2 bedrooms, dining room, kitchen, bathroom, toilet.

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

Wright, Rose-Innes Inc, Plaintiff's Attorneys, 305 President Street, Germiston, 1401. (Ref. 21142/PR/Mrs du Toit.)



Case No. 01/455  
PH 507IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between: ABSA BANK LIMITED, Execution Creditor, and THE TRUSTEES FOR THE TIME BEING OF WORLDWIDE FAIMLY OF GOD CHURCHES (SA), 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 by the Sheriff Halfway House, on Tuesday, the 5th day of March 2002 at 13h00 at 10 Conduit Street, Kensington B, Randburg:

*Certain property:* Section No. 12 as shown and more fully described on Sectional Plan No. SS910/97 in the scheme known as Sunset Close in respect of the land and building or buildings situate at Vorna Valley Extension 59 Township, Midrand Rabie Ridge Ivory Park Metropolitan Substructure, of which section the floor area according to the said sectional plan is 95 (ninety five) square metres in extent; and

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

Held by Deed of Transfer No. ST119085/98.

Situated at 12 Sunset Close, 112 Berger Road, Vorna Valley, Extension 59, Midrand.

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

*Description:* Consisting of lounge, dining room, kitchen, 3 x bedrooms, bathroom/w.c./shower, bathroom, w.c.

The conditions may be examined at the Offices of the Sheriff, Halfway House [Reference Mrs A M Lawrence, Telephone number (011) 315-1407] or at the offices of Plaintiff's Attorneys, Messrs Blakes Maphanga Inc., 14 Plein Street, Johannesburg.

Dated at Johannesburg on this the 28th day of January 2002.

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/A0151-2.)

Case No. 23828/97

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and SEROBATSE PINKY MARTHA, Defendant**

Pursuant to a judgment of the High Court of South Africa (TPD) and writ of attachment dated 3rd November 1997 the undermentioned property will be sold in execution on Wednesday, 6th March 2002 at 10h00 at Fehrslane Centre, 130A Struben Street, Pretoria, to wit:

Erf 1605, situated in the Township of Heuweloord, Extension 3 Township, Registration Division J.R., Gauteng Province, measuring 1 022 (one thousand and twenty two) square metres, held by Deed of Transfer T38949/96, situated at 36 Mingerhout Avenue, Heuweloord, Centurion.

*Improvements:* Which are not warranted or guaranteed to be correct: Three bedroomed house with 1,5 bathroom, 2 other rooms and 3 carports.

*Conditions of sale:*

1. To be sold by public auction without reserve and subject to the conditions of the High Court Act, Rules thereunder and the Title Deed.

2. 10% of the purchase price to be paid at the sale and the balance to be paid or guaranteed within 14 days after the sale.

3. The full conditions of sale will be read out by the Sheriff immediately before the sale and may be inspected at the Office of the Sheriff, Marius Vlok, Edenpark Building, 82 Gerhard Street, Centurion, Telephone (012) 663-4762/3/4/5.

Dated at Vanderbijlpark this 31st day of January 2002.

P.G.S. Uys, Rooth & Wessels Vaal, Attorney for Plaintiff, Rooth & Wessels Building, 22 Attie Fourie Street; P.O. Box 21, Vanderbijlpark. [N1/1—Tel. (016) 933-0081.]

Case No: 20473/2001  
P.H. 104IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and LINDEQUE, DAVID CORNELIUS, Execution Debtor**

In execution of a judgement of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's Office, Krugersdorp on 6th March 2002 at 10h00 of the undermentioned property of the Defendant/s on the conditions which will lie for inspection at the offices of the Sheriff, Krugersdorp, 22B Klaburn Court, Cnr. Olckerse & Rissik Streets, Krugersdorp, prior to the sale:



*Certain:* A Unit consisting of—

(a) Section No. 10 as shown and more fully described on Sectional Plan No. SS 118/99 in the scheme known as Sportsview in respect of the land and building or buildings situate at West Village township in the afre of The Transitional Local Council of Krugersdorp, of which the floor area, according to the said sectional plan, is 74 (seventy four) Square Metres in extent;

(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 of the said section.

(c) An exclusive use area described as Garage No G 10, measuring 20 (twenty) Square Metres being part of the common property, comprising the land and the scheme known as Sportsview in respect of the land and building or buildings situate at West Village township, the Transitional Local Council of Krugersdorp as shown and more fully described on Sectional Plan No. SS118/99, being Door No. 10, Sportsview, Club & School Roads, West Village, Krugersdorp.

The property is zoned residential.

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

A flat with comprising kitchen, lounge/dining room, 1 bedrooms, 1 bathroom with outbuildings with similar construction comprising of a garage.

Dated at Johannesburg on this 29th day of January 2002.

Plaintiff's Attorneys, (Signed) G.D.Smith, Ramsay, Webber & Company. Ref. Foreclosures/fp/L682 (6 649 218). Tel. 778-0600.

Case No: 16526/01  
P.H. 104

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

**In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and  
FIELDING, SYLVIA, Execution Debtor**

In execution of a judgement 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, Johannesburg on 7th March 2002 at 10h00 of the undermentioned property of the Defendant/s on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg East, 69 Juta Street, Johannesburg, prior to the sale:

*Certain:* A Unit consisting of:

Section No 31 as shown and more fully described on Sectional Plan No. SS 88/1986 in the scheme known as Rockview Heights in respect of the land and building or buildings situate at Yeoville township in the area of The Eastern Substructure of the Greater Johannesburg Transitional Metropolitan Council, of which the floor area, according to the said sectional plan, is 98 (ninety eight) Square Metres in extent; being Door No. 209, Rockview Heights, Cnr Percy & Grafton Road, Yeoville, Johannesburg.

The property is zoned residential.

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

A flat with comprising kitchen, lounge/dining room, 1 bedrooms, 1 bathroom, toilet and a balcony.

Dated at Johannesburg on this 29th day of January 2002.

Plaintiff's Attorneys (Signed) G.D. Smith, Ramsay, Webber & Company. Ref. Foreclosures/fp/F.371 (5 214 137). Tel. 778-0600.

Case Number: 2233/2000

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

**In the matter between: F B C FIDELITY BANK, Plaintiff, and KHEBE SOLOMON MABENA (ID No. 4809245444088),  
1st Defendant, CRESTINA MABENA (ID No. 4811110658081), 2nd Defendant**

On the 14th day of March 2002 at 11h00, a public auction sale will be held at the Magistrate Court, Soshanguve at which the Sheriff, Soshanguve pursuant to a Judgement of the Court in this action, Warrant of Execution issued in terms thereof and attachment in execution made thereunder sell:

The right, title and interest in and to Stand 837, Block AA, together with all erections or structures thereon in the Township of Soshanguve, held under Deed of Transfer of Leasehold No. T41392/1999.

*Measuring:* 1263 (one thousand two hundred and sixty three) square meters.

*Improvements* (which are not warranted to be correct and not guaranteed): Detached single storey brick and or cement residence under iron roof consisting of: Lounge, diningroom, TV room, guest room, separate toilet/shower, 2 bathrooms, kitchen and 4 bedrooms.

*The material conditions of sale are:*

1. Voetstoots and without reserve.



2. Deposit of 10% cash immediately after the sale. Guarantee for balance within 21 (twenty one) days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at the Sheriff's office.

Dated at Pretoria North this 25 day of January 2002.

(Sgd) A W Botha, Hack Stupel & Ross, 264 Emily Hobhouse Avenue, Pretoria North. Mr Botha B91/843/LA.

**Case Number: 1141/2000**

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

**In the matter between: F B C FIDELITY BANK, Plaintiff, and JANET MOKGADI MATHOLE (ID No. 6501040848088), 1st Defendant**

On the 14th day of March 2002 at 11h00, a public auction sale will be held at the Magistrate Court, Soshanguve at which the Sheriff, Soshanguve pursuant to a Judgement of the Court in this action, Warrant of Execution issued in terms thereof and attachment in execution made thereunder sell:

The right, title and interest in and to Stand Portion 44, Erf 688, Block M, together with all erections or structures thereon in the Township of Soshanguve, held under Deed of Transfer of Leasehold No. T2244/1999, Registration Division JR, Province Gauteng.

*Measuring:* 419 (four hundred and nineteen) square meters.

*Improvements* (which are not warranted to be correct and not guaranteed): Detached single storey brick and or cement residence under iron roof consisting of: Lounge, bathroom, toilet, kitchen and two bedroom(s).

*The material conditions of sale are:*

1. Voetstoots and without reserve.
2. Deposit of 10% cash immediately after the sale. Guarantee for balance within 21 (twenty one) days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at the Sheriff's office.

Dated at Pretoria North this 25 day of January 2002.

(Sgd) A W Botha, Hack Stupel & Ross, 264 Emily Hobhouse Avenue, Pretoria North. Mr Botha/B91/828/LA.

**Case Number: 1596/97**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ODI HELD AT GA RANKUWA

**In the matter between: F B C FIDELITY BANK, Plaintiff, and MALETLHODI MARY MOITSHODI, Defendant**

On the 14th day of March 2002 at 11h00, a public auction sale will be held at the Magistrate Court, Soshanguve at which the Sheriff, Odi, Ga Rankuwa pursuant to a Judgement of the Court in this action, Warrant of Execution issued in terms thereof and attachment in execution made thereunder sell:

The right, title and interest in and to Stand 791, Unit 16, together with all erections or structures thereon in the Township of Ga Rankuwa Township, held under Deed of Transfer of Leasehold No. TG4521/83BP.

*Measuring:* 325 (three hundred and twenty five) square meters.

*Improvements* (which are not warranted to be correct and not guaranteed): Detached single storey brick and or cement residence under iron roof consisting of: Lounge, bathroom/separate toilet, kitchen and 2 bedrooms.

*The material conditions of sale are:*

1. Voetstoots and without reserve.
2. Deposit of 10% cash immediately after the sale. Guarantee for balance within 21 (twenty one) days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at the Sheriff's office.

Dated at Pretoria North this 28 day of January 2002.

(Sgd) A W Botha, Hack Stupel & Ross, 264 Emily Hobhouse Avenue, Pretoria North. Mr Botha/B91/606/LA.

**Case No: 2001/23283**

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

**In the matter between: ABSA BANK LIMITED, Account No. 80-4111-2868, Plaintiff, and BURTS, AMBROSE NOEL, 1st Defendant, BURTS, CYNTHIA ISMELDA, 2nd Defendant**

In execution of a judgment in the High Court of South Africa (Witwatersrand Local Division) in the abovementioned 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 7th day of March 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, Johannesburg West:



*Certain:* Portion 231, of Erf 1227, Claremont (Jhb) Township, Registration Division I.Q., The Province of Gauteng and also known as 14 Blinkwater Street, Claremont, Johannesburg.

*Measuring:* 612 m (Six Hundred and Twelve) Square Metres.

*Improvements* (none of which are guaranteed) consisting of the following:

*Main building:* Entrance Hall, Lounge, Kitchen, 3 Bedrooms, Bathroom, W/C.

*Outbuildings:* Single Garage, Carport.

*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 the 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 000,00 (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 30 January 2002.

Rossouws Attorneys, Plaintiff's Attorneys, 8 Sherborne Road, Parktown, Johannesburg; PO Box 1588, Jhb, 2000. Tel: 726-9000. Ref: Rossouw/ct/04/A7081E.

**Case No. 2001/20943**

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

**In the matter between ABSA BANK LIMITED (Account No. 28001224273), Plaintiff, and  
LEWIS, MARIA ELIZABETH, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without a reserve price, the price subject to the Plaintiff's approval, will be held by the Sheriff at his offices at 69 Juta Street, Braamfontein on the 7th day of March 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 West:

*Certain:* Section 268 as shown and more fully described on Sectional Plan SS187/82 in the scheme known as Villa Barcelona in respect of land and building(s) situate at Albertsville Extension 2 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 Flat 125A, Villa Barcelona, Van Zyl Street, Albertsville Extension 2, measuring 37 m (thirty seven) square metres.

*Improvements* (none of which are guaranteed) consisting of the following:

*Main building:* Lounge, kitchen, 1 bedroom, bathroom/w.c./shower.

*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 000,00 (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 30 January 2002.

Rossouws Attorneys, Plaintiff's Attorneys, 8 Sherborne Road, Parktown, Johannesburg; P O Box 1588, Jhb, 2000. (Tel. 726-9000.) (Ref. Rossouw/ct/04/A7006E.)

**Saak No. 25015/2001**

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

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeler, en PIETER LODEWIKUS BOTHA,  
Eerste Eksekusieskuldenaar, en BRENDA ALIDA BOTHA, Tweede Eksekusieskuldenaar**

As gevolg van 'n vonnis van die Hooggeregshof Johannesburg en 'n lasbrief gedateer 15 Januarie 2002 sal die volgende eiendom verkoop word in eksekusie op 8 Maart 2002 om 10h00 te Progressweg 182, Lindhaven, Roodepoort nl:

Erf 193, Wilropark Dorpsgebied, Registrasie Afdeling I.Q., Provinsie van Gauteng, groot 1 115 vierkante meter, gehou kragtens Akte van Transport No. T59097/2000, Olienhoutstraat 8, Wilropark, Roodepoort.

*Verkoopsvoorwaardes:*

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Hooggeregshof Wet en Reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopsvoorwaardes waarna verwys word in Paragraaf 4 hiervan.



2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: 1 x sitkamer, 1 x eetkamer, studeerkamer, 3 x slaapkamers, 2 x badkamers, gang, kombuis, stoorkamer, dubbele motorhuis, afdak.

3. Die koopprys is betaalbaar soos volg: 10% van die verkoopprys en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 45 dae na datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by die kantore van die Balju, Progressweg 182, Lindhaven, Roodepoort en by die kantoor van die Eiser se prokureurs.

W J Mayhew, James Mayhew Inc., 3de Vloer, Blackheath Mews, Beyers Nauderylaan 258, Blackheath, p/a The Document Exchange, 1ste Vloer, Die Markade, Presidentstraat 84, Johannesburg. [Tel. (011) 478-2127.] (Verw. mnr Mayhew/SV/A0327S.)

**Saak No. 21683/00**

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

**In die saak tussen ABSA BANK BEPERK (Nr. 86/04794/06), Eiser, en GERHARDUS PETRUS OLIVIER LABUSCHAGNE, Eerste Verweerder, en FRANCINA SUSANNA LABUSCHAGNE, 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 Ashstraat 7, Noldick, Meyerton op 5de Maart 2002 om 10h00:

*Sekere:* Erf 199, Noldick Dorpsgebied, Registrasie Afdeling I.R., Provinsie van Gauteng (Ashstraat 7), groot 1 093 vierkante meter.

*Verbeterings:* Drie slaapkamers, kombuis, badkamer, sitkamer, eetkamer, motorhuis, woonstel.

*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, Meyerton 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, Meyerton.

Geteken te Vereeniging op 24ste Februarie 2002.

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

**Case No. 9320/01**

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

**In the matter between ABSA BANK LTD, Execution Creditor, and PERIOD MASTERS CC, 1st Execution Debtor, and TIMOTHY BENTLEY BAKER, 2nd Execution Debtor**

In pursuance of a judgment granted on 2nd November 2001 in the Court of the Magistrate, Roodepoort and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 8 March 2002 at 10.00 a.m. at 182 Progress Road, Lindhaven, Roodepoort to the highest bidder:

*Description:* erf 349, Allen's Nek (Extension No. 9), Registration Division IQ, Province of Gauteng, in extent 1 000 (one thousand) square metres, held by Deed of Transfer No. T13519/1998.

*Postal address:* Unit 1 & 2, Koshuis, 1049 Koshuis Street, Allensnek Extension 9, Roodepoort.

*Improvements:* Lounge, diningroom, 1 bathroom, 3 bedrooms, kitchen, carport, swimming pool. Nothing in this regard is guaranteed.

Nothing is guaranteed in these respects.

*Material conditions of sale:*

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

2. The purchaser shall pay a deposit of 10% of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within (14) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.

4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of 182 Progress Road, Lindhaven, Roodepoort.

Christides Attorneys, Plaintiff's Attorney, 18th Floor, Maritime House, cnr Salmon Grove & Victoria Embankment, Durban, 4001. (Tel. 306-3164.) (Ref. Mr Christides/sj/A600 0016.)



Case No. 98/16705  
PH 104IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and  
CHIRISA, HERBERT, Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at Fehrs Lane Centre, 130A Struben Street, Pretoria on 6th March 2002 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at Edenpark Building, 82 Gerhardt Street, Lyttelton Agricultural Holdings prior to the sale:

*Certain:* A unit consisting of Section No 61 as shown and more fully described on Sectional Plan No. SS 240/97 in the scheme known as Santa Cruz in respect of the land and building or buildings situate at Country View Township in the area of Midrand/Rabie Ridge/Ivory Park Metropolitan Substructure, of which the floor area, according to the said sectional plan, is 58 (fifty eight) square metres in extent; being Door No. 61, Santa Cruz, 129 Freezia Street, Country View Extension 1, Midrand.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A flat with comprising kitchen, lounge/dining room, 3 bedrooms, 2 bathrooms.

Dated at Johannesburg on this 28th day of January 2002.

G. D. Smith, Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 778-0600.) [Ref. Foreclosures/fp/C607 (5 346 289).]

Case No. 01/22407  
PH 104IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between STANDARD CORPORATE MERCHANT BANK, Execution Creditor, and COWLE,  
KEVIN JOSEPH, 1st Execution Debtor, and COWLE, KAREN LOUISE, 2nd Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg on 8th March 2002 at 11h15 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg prior to the sale:

*Certain:* Portion 22 (a portion of Portion 21) of Erf 200, Witfield Township, Registration Division I.R., Gauteng, being 54 Edward Street, Witfield, Boksburg, measuring 1 221 (one thousand two hundred and twenty one) square metres.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 3 bedrooms, 2 bathrooms with outbuildings with similar construction comprising of 2 garages and a bathroom.

Dated at Johannesburg on this 28th day of January 2002.

G. D. Smith, Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 778-0600.) [Ref. Foreclosures/fp/C700 (Staff Bond).]

Case No. 99/5503  
PH 104IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and PIETERSE,  
DANIEL SAREL, 1st Execution Debtor, and PIETERSE, RUTH ELIZABETH, 2nd Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at Sheriff's Office, Roodepoort on 8th March 2002 at 10h00 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Roodepoort, at 182 Progress Road, Technicon, Roodepoort prior to the sale:

*Certain:* Erf 1949, Roodekrans Extension 13 Township, Registration Division I.Q., Gauteng, being 418 Moonflower Avenue, Roodekrans Extension 13, Roodepoort, measuring 1 060 (one thousand and sixty) square metres.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 3 bedrooms, 2 bathrooms with outbuildings with similar construction comprising of 2 garages and a toilet.

Dated at Johannesburg on this 28th day of January 2002.

G. D. Smith, Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 778-0600.) [Ref. Foreclosures/fp/P.661 (5 608 933).]



Case No. 31025/99  
PH 104IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and  
ERASMIA KVV PLACE 9 CC (CK98/57336/23), Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort on 8th March 2002 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Roodepoort, at 182 Progress Road, Technicon, Roodepoort prior to the sale:

*Certain:* Erf 2197, Helderkrui Extension 1 Township, Registration Division I.Q., Gauteng, being 5 Piper Close, Helderkrui Extension 1, Roodepoort, measuring 7 493 (seven thousand four hundred and ninety three) square metres.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 4 bedrooms, 2 bathrooms and family room with outbuildings with similar construction comprising of 3 garages, 1 servant's and a bathroom.

Dated at Johannesburg on this 28th day of January 2002.

G. D. Smith, Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 778-0600.) [Ref. Foreclosures/fp/E.234 (6 179 580).]

Case No. 11244/2000

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

**In the matter between BODY CORPORATE OF MELROSE PLACE SECTIONAL TITLE COMPLEX, Execution Creditor,  
and LESLEY DUMISANE MKHABELA (ID 7212166004089), Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Kempton Park and a warrant of execution, dated the 9th April, 2001, the property listed below will be sold in execution on 14 March 2002, at 10h00 at the Sheriff's Office, 105 Commissioner Street, Kempton Park:

Section 28, as shown and more fully described on Sectional Title Plan No. SS398/96 in the scheme known as Melrose Place Title Complex in respect of land and building or buildings situate at Erf 193, Norkem Park, an entity of the Greater East Rand Metro of which section the floor area, according to the said sectional plan is 46 (forty six) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota endorsed on the said sectional plan, held by Deed of Transfer ST100988/1998, situated at Unit 28, Melrose Place, Easton Avenue, Kempton Park.

The property is described as set out hereunder, but no warranties are made in respect thereof: Lounge, bedroom, kitchen, bathroom, toilet, all under tiled roof.

*Terms:* The purchase price shall be paid as to 10% thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 15,50% per annum within 14 (fourteen) days, shall be paid or secured by a bank or building society guarantee.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 105 Commissioner Street, Kempton Park.

Dated at Kempton Park on this the 22nd day of January 2002.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, Kempton Park. (Ref. E. v. Rensburg/B200.)

Case No. 01/791  
PH 507IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between: ABSA BANK LIMITED, Execution Creditor, and THE TRUSTEES FOR THE TIME BEING OF  
WORLDWIDE FAIMLY OF GOD CHURCHES (SA), 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 by the Sheriff Halfway House, on Tuesday, the 5th day of March 2002 at 13h00 at 10 Conduit Street, Kensington B, Randburg:

*Certain property:* Section No. 2 as shown and more fully described on Sectional Plan No. SS910/97 in the scheme known as Sunset Close in respect of the land and building or buildings situate at Vorna Valley Extension 59 Township, Midrand Rabie Ridge Ivory Park Metropolitan Substructure, of which section the floor area according to the said sectional plan is 95 (ninety five) square metres in extent; and

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

Held by Deed of Transfer No. ST129755/98.



Situated at 2 Sunset Close, 112 Berger Road, Vorna Valley, Extension 59, Midrand.

*Property description:* The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Description:* Consisting of lounge, dining room, kitchen, 3 x bedrooms, bathroom/w.c./shower, bathroom w.c.

The conditions may be examined at the Offices of the Sheriff, Halfway House [Reference Mrs A M Lawrence, Telephone number (011) 315-1407] or at the offices of Plaintiff's Attorneys, Messrs Blakes Maphanga Inc., 14 Plein Street, Johannesburg.

Dated at Johannesburg on this the 28th day of January 2002.

G Heyns, Blakes Maphanga Inc., Attorneys for the Plaintiff, 14 Plein Street, PO Box 5315, Johannesburg, 2000. [Tel. (011) 491-5500.] (Docex 308.) (Ref. G Heyns/ab/A0151-4.)

**Case No. 2001/16555**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and VILJOEN: JOHANNES PETRUS, First Defendant, and VILJOEN: HELENA MARIA DE JESUS, Second Defendant**

A sale in execution will be held on Wednesday, 6 March 2002 at 10h00 by the Sheriff, for Pretoria East at Fehrs Avenue Centre, 130A Struben Street, Pretoria, of:

(a) Section No. 7 as shown and more fully described on Sectional Plan Number SS32/82 in the building or buildings known as Willow Park Mews situate at Willow Park Manor Township: Local Division: City Council of Pretoria, measuring 150 (one hundred and fifty) square metres and an undivided share in the common property under Deed of Transfer Number ST63802/1998 dated.

Known as 440 Bush Road, Willow Park Mews.

Particulars are not guaranteed: 3 bedrooms, lounge, dining room, kitchen, 2 bathrooms. Outbuildings 2 garages.

Inspect conditions at Pretoria East at Fehrs Avenue Centre, 130A Struben Street, Pretoria.

Dated at Pretoria on this the day of January 2002.

J A Alheit, MacRobert Inc., Attorney for the Plaintiff, 23rd Floor, SAAU Building, cnr Schoeman & Andries Streets, Pretoria. 0002. [Tel. (012) 339-8311.] (Ref. JA/A Mouton/614417.)

**Case No. 2001/16555**

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

**In the matter between ABSA BANK LIMITED (UNITED DIVISION), Plaintiff, and VILJOEN: JOHANNES PETRUS, First Defendant, and VILJOEN: HELENA MARIA DE JESUS, Second Defendant**

A sale in execution will be held on Wednesday, 6 March 2002 at 10h00 by the Sheriff, for Pretoria East at Fehrs Avenue Centre, 130A Struben Street, Pretoria, of:

(a) Section No. 7 as shown and more fully described on Sectional Plan Number SS32/82 in the building or buildings known as Willow Park Mews situate at Willow Park Manor Township: Local Division: City Council of Pretoria, measuring 150 (one hundred and fifty) square metres and an undivided share in the common property under Deed of Transfer Number ST63802/1998 dated.

Known as 440 Bush Road, Willow Park Mews.

Particulars are not guaranteed: 3 bedrooms, lounge, dining room, kitchen, 2 bathrooms. Outbuildings 2 garages.

Inspect conditions at Pretoria East at Fehrs Avenue Centre, 130A Struben Street, Pretoria.

Dated at Pretoria on this the day of January 2002.

J A Alheid, MacRobert Inc., Attorney for the Plaintiff, 23rd Floor, SAAU Building, cnr Schoeman & Andries Streets, Pretoria. 0002. [Tel. (012) 339-8311.] (Ref. JA/A Mouton/614417.)

**Case No. 98/17995  
PH 388**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and DIBODU: SIMONE DINGAAN, 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, 182 Progress Road, Technikon, Roodepoort at 10:00 on Friday, 8 March 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 816, Weltevredenpark Extension 1 Township, Registration Division I.Q., the Province of Gauteng, area 1 007 (one thousand and seven) square metres, situation: 900 Moss Road, Weltevredenpark Ext 1.



*Improvements* (not guaranteed): "A residential dwelling consisting of 3 bedrooms, 2 bathrooms and 2 other rooms."

*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 22 January 2002.

F. R. J. Jansen, Jansen-Potter, Plaintiff's Attorneys, The Lion House, 20 Roberts Avenue, Kensington. (Tel. 614-8100.) (Ref. ForeclosuresZ3512.)

**Case No. 10092/1991**

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

**In the matter between ABSA BANK LIMITED (formerly United Bank Limited), Plaintiff and  
MEISIE MOGO SHONGWE, Defendant**

A sale in execution of the property described hereunder will take place on the 13 March 2002 at 10h00 at the offices of the Sheriff, Magistrate's Court, 8 St. Columb Street, New Redruth, Alberton, to the highest bidder:

Erf 1800 (formerly 898), Likole Extension 1 Township, Registration Division I.R., the Province of Gauteng, measuring 330 (three hundred and thirty) square metres.

Property known as 1800 Likole Extension 1, Katlehong, District Alberton.

*Improvements*: Residence comprising lounge, 2 bedrooms, kitchen, bathroom, toilet.

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

Wright, Rose-Innes Inc., Plaintiff's Attorneys, 305 President Street, Germiston, 1401. (Ref. 21167/PR/Mrs du Toit.)

**Case No. 00/22819  
PH 388/DX516/J21**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and TYNAN: ELAINE, 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, 10 Conduit Street, Kensington B, Randburg, at 13:00 on Tuesday, 5 March 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 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 at 9 Elna Randhof Centre, cnr Selkirk Avenue & Blairgowrie Drive, Blairgowrie, Randburg:

*Certain*: Unit comprising section 172 and its undivided share in the common property in Caymans Sectional Title Scheme, area 69 (sixty nine) square metres, situation 172 Caymans, Kelly Avenue, Bromhof.

*Improvements* (not guaranteed): "A sectional title consisting of 2 bedrooms, bathroom and 2 other rooms."

*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 5 February 2002.

F. R. J. Jansen, Jansen-Potter, Plaintiff's Attorneys, The Lion House, 20 Roberts Avenue, Kensington. (Tel. 614-8100.) (Ref. ForeclosuresZ4696.)

**Case No. 99/29656  
PH 388/DX516/J21**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and STAND 221 STRUBENSVALLEY CC: 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, 10 Conduit Street, Kensington B, Randburg, at 13:00 on Tuesday, 5 March 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 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 at 9 Elna Randhof Centre, cnr Selkirk Avenue & Blairgowrie Drive, Blairgowrie, Randburg:



**Certain:** Unit consisting of Section 28 and exclusive use areas, Parking P28 and Stoep S28 and their undivided share in the common property in Sundowner Lakes Sectional Title Scheme, area 72 (seventy two), 28 (twenty eight) and 18 (eighteen) square metres respectively, situation Unit 28, Sundowner Lakes, 27 Taurus Street, Sundowner Ext 4.

**Improvements** (not guaranteed): "A sectional title 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 5 February 2002.

F. R. J. Jansen, Jansen-Potter, Plaintiff's Attorneys, The Lion House, 20 Roberts Avenue, Kensington. (Tel. 614-8100.) (Ref. ForeclosuresZ1302.)

**Case No. 01/12644**

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

**In the matter between BOE BANK LIMITED, Plaintiff, and MFEKA, MADODA PATRICK, 1st Defendant, and MFEKA, NOMVULA VIOLET, 2nd Defendant**

In pursuance of a judgment in the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, the property listed herein will be sold at the office of the Sheriff of the High Court, Johannesburg South at 69 Juta Street, Braamfontein, at 10h00 on the 14th March 2002 to the highest bidder:

**Certain:** Erf 216, Oakdene Ext 1, Registration Division IR, the Province of Gauteng commonly known as 19 Tafelberg Street, Oakdene Township.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A single storey building, consisting of lounge-dining room, kitchen, 3 bedrooms, 2 1/4 bathrooms, 1 shower, 2 wc's, double garage.

**Zoned:** Residential.

The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the High Court, Johannesburg South at 69 Juta Street, Johannesburg.

Dated at Johannesburg on this the 22nd day of January 2002.

Van Staden & Booysen, Attorneys for Plaintiff, c/o Document Exchange, 3rd Floor, The Markade, 84 President Street, Johannesburg. (Tel. 867-5723.) (Ref. JVS/esb/B832.)

**Saak No. 20941/98**

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

**In die saak tussen: SAAMBOU BANK BEPERK, Eiser, en EMMARIE THEUNISSEN, Verweerder**

'n Verkoop sal plaasvind te die Landdroskantoor, Krugerstraat, Bronkhorstspuit op 6 Maart 2002 om 10h00:

Erf 213, Erasmus Dorpsgebied, Registrasie Afdeling JR, provinsie Gauteng, groot 2 552 (tweeëuisend vyfhonderd twee en vyftig) vierkante meter, gehou kragtens Akte van Transport T65045/97, onderhewig aan die voorwaardes daarin genoem, ook bekend as Cornelisstraat 65, Erasmus, Bronkhorstspuit.

Besonderhede word nie gewaarborg nie en is soos volg: Sit-/eetkamer, kombuis, 4 slaapkamers, 1 studeerkamer, 1 familiekamer, 1 waskamer, 2 badkamers, 1 toilet, 2 motorhuise, 1 bediendekamer met toilet.

Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae te die kantoor van die Balju Krugerstraat 51, Bronkhorstspuit.

Geteken te Pretoria op hierdie 10de dag van Januarie 2002.

Wilsenach Van Wyk Goosen & Bekker, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. [Tel. 012) 322-6951.] (Verw. Gerhard De Beer/61/924/8.)

**Saak No. 11470/01**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ROODEPOORT GEHOU TE ROODEPOORT

**In die saak tussen: DIE STAD VAN JOHANNESBURG, Eiser, en STEPHEN JAMES COLLINS, Verweerder**

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die Verkooplokaal van die Balju, Roodepoort te Progreslaan 182, Technikon, Roodepoort om 10h00 op Vrydag, 8 March 2002:

Gedeelte 9 van Erf 547, Allen's Nek X 2 Dorpsgebied, Registrasie Afdleing I.Q., Provinsie van Gauteng, geleë te Bokspoorlaan 989, distrik Roodepoort.



Bestaande uit 'n erf waarop opgerig is 'n woonhuis met 1 sitkamer, 1 familiekamer, 1 eetkamer, 2 badkamers, 3 slaapkamers, gang, kombuis en dubbel motorhuis.

Die volledige verkoopsvoorwaades kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word; dat 10% van die koopprys asook afslaaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl, Prokureur vir Eiser, Louw en Heyl Gebou, Property Park, Ontdekkersweg 389C, Roodepoort. (Tel. 475-5090.) (Verw. Una Gilchrist.)

#### Case No. 11007/2001

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

**In the matter between: BODY CORPORATE KINGSLEY PARK, Execution Creditor, and PATRICK WILLIAM PANSEGRAUW, First Execution Debtor, and ANNA-MARIE PANSEGRAUW, Second Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate Roodepoort and writ of execution dated the 28th day of November 2001, the following property will be sold in execution on Friday, the 8th day of March 2002 at 10h00 at the sale venue of the Sheriff, 182 Progress Road, Lindhaven, Roodepoort, to the highest bidder, viz:

(a) Unit No. 30 as shown and more fully described on sectional plan no. SS218/95 in the building or buildings known as Kingsley Park situate at Groblerpark Ext. 32 in the City of Johannesburg of which section the floor area, according to the said sectional plan is 76 (seventy six) square metres in extent; and

(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 of the said section specified in a schedule endorsed on the sectional plan;

Held by Deed of Transfer No. ST47208/1995.

Known as Unit No. 30, Kingsley Park, Kingsley Drive, Groblerpark Ext. 32, District Roodepoort upon which is erected a detached dwelling of brick walls under a sink roof, said to contain a lounge, kitchen (open-plan), two bedrooms, one bathroom, passage and a carport in regard to which, however, nothing is guaranteed.

**Terms:** R5 000,00 or 10% of the purchase price, whichever is the highest, in cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 30 (thirty) days, the purchaser to pay transfer costs, rates, etc. The property will be sold "voetstoots" subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff, 182 Progress Road, Lindhaven, Roodepoort.

G. Botha, Louw & Heyl, Attorneys for Execution Creditor, Property Park, Louw & Heyl Building, 389C Ontdekkers Road, Roodepoort. (Tel. 475-5090.) (Ref. GB/ab/B3155/036080.)

#### Case No. 8401/2001

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

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

In pursuance of judgment granted on 12th day of June 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 15th day of March 2002 at 10:00 am, at 34A Kruger Avenue, Vereeniging, to the highest bidder:

**Description:** Erf 864, Bedworthpark Township, Registration Division IQ, Province of Gauteng.

**In extent:** 1760 (one thousand seven hundred and sixty) square metres.

**Street Address:** 2 Janus Street, Bedworthpark.

**Improvements:** Lounge, diningroom, kitchen, 3 bedrooms, 2 bathrooms, 1 shower, 2 toilets, 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 affected by the Execution Creditor or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 34A Kruger Avenue, Vereeniging.

Dated at Vereeniging this 11 February 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: BOE1/0003/SW.

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



Case Number: 26598/01

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

**In the matter between: BOE BANK LIMITED, Execution Creditor, and JOKPROP CC, Execution Debtor**

In terms of a judgment of the High Court of South Africa (Transvaal Provincial Division) and a writ of attachment in the above-mentioned matter, a sale by public auction will be held on Thursday, 7 March 2002 at 10h00 by the Sheriff of Johannesburg Central, upon conditions which may be inspected at the office of the said Sheriff and which will be read out by the auctioneer at the time of the sale of the property owned by the Defendant at 69 Juta Street, Braamfontein:

*Certain:* Erf 1194, Marshalltown Township, Registration Division IR, Province of Gauteng.

*In extent:* 1388 square metres.

*Held by:* Deed of Transfer T47035/1996.

*Known as:* 160 Commissioner Street, Marshalltown.

*Consisting of:* Eight Floor, Office Block.

Dated at Pretoria on this 7th day of February 2002.

Attorneys for Execution Creditor, Werner van Rensburg Attorneys, 193 Blackwood Street, Arcadia, Pretoria, 0083; P O Box 2702, Pretoria, 0001. Tel: 012-3434522. Fax: 012 3436369. Ref: WVR/mh/50922.

Saaknommer: 108566/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

**In die saak tussen: ABSA BANK BEPERK, Eiser, en DEIDRE MYRLTE (GEYSER) NOU MATTHYSEN, Verweerder**

Geliewe kennis te neem dat die onroerende eiendom hierna genoem op 1ste Maart 2002 om 15h00 na middag, te 4de Straat 66, Springs, per openbare veiling verkoop sal word, deur die Balju Springs.

Die voormelde onroerende eiendom is:

Erf 1049, Selection Park Dorpsgebied, Registrasie Afdeling I.R., Provinsie Gauteng.

Groot: 1302 vierkante meter, gehou kragtens Akte van Transport Nr.: T23282/1987.

Die eiendom staan ook bekend as: 5 Pollak Court, Selection Park, Springs, Gauteng.

Die eiendom bestaan uit: Sitkamer, eetkamer, kombuis, 3 x slaapkamers, badkamer, buite toilet, plus 2 x slaapkamer woonstel, badkamer, kombuis, sitkamer.

*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 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 Springs, gedurende kantoorure te 4de Straat 66, Springs, Gauteng.

*Voorwaardes:* Die eiendom sal aan die hoogste bieder verkoop word en onderhewig aan die voorwaardes vermeld in 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, Springs, 4de Straat 66, Springs, Gauteng.

Geteken te Pretoria op die 25ste dag van Januarie 2002.

Snymande Jager Ingelyf, 6de Vloer, Bureau Forum, Bureauaan, Pretoria; Posbus 565, Pretoria, 0001. Tel: 326 1250 / Faks: 326 6335. Verw: Mnr Hamman/Mev Dovey/F01311.

Saaknommer: 51629/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

**In die saak tussen: ABSA BANK BEPERK, Eiser, en ALBERTUS HENDRIKUS JOHANNES OOSTHUIZEN,  
1ste Verweerder, SARA MARIA OOSTHUIZEN, 2de Verweerder**

Geliewe kennis te neem dat die onroerende eiendom hierna genoem op 12 Maart 2002 om 10h00, te 234 Visagiestraat, Pretoria, per openbare veiling verkoop sal word, deur die Balju, Pretoria Noord Oos.

Die voormelde onroerende eiendom is:

Gedeelte 13 van Erf 331, geleë in die dorpsgebied Jan Niemandpark.

Groot: 694 vierkante meter; gehou kragtens Akte van Transport Nr.: T90049/93.

Die eiendom staan ook bekend as: Jan Coetzeestraat 96, Jan Niemandpark, Pretoria, Gauteng.

Die eiendom bestaan uit: Sitkamer, 2 x slaapkamers, kombuis, badkamer, toilet, swembad, afdakke.



**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 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 Pretoria Noord Oos, gedurende kantoorure te 1210 Pretoriusstraat, Hatfield, Pretoria, Gauteng.

**Voorwaardes:** Die eiendom sal aan die hoogste bieder verkoop word en onderhewig aan die voorwaardes vermeld in 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 Noord Oos, 1210 Pretoriusstraat, Hatfield, Pretoria.

Geteken te Pretoria op die 30ste dag van Januarie 2002.

Snyman de Jager Ingelyf, 6de Vloer, Bureau Forum, Bureaulaan, Pretoria; Posbus 565, Pretoria, 0001. Tel: 326 1250 / Faks: 326 6335. Verw: Mnr Hamman/Mev Dovey/F01100.

**Case Number: 15665/2000**

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

**In the matter between: NEDCOR BANK LIMITED (1951/000009/06), Plaintiff, and PETER WILLIAM TEIXEIRA, First Defendant, ANNA-MARIE TEIXEIRA, Second Defendant**

Persuant to the Judgment of the Magistrate's Court of Vanderbijlpark and Warrant of execution dated 17th January 2001, the following fixed property having been declared specially executable will be sold in execution to the highest bidder on Friday, 1st March 2002 at 10h00 at the Magistrates' Court, Vanderbijlpark.

**Erf:** 426 Vanderbijl Park South East 1 Township, Registration Division I.Q., Gauteng Province.

**Measuring:** 1149 (One Thousand One Hundred and Forty Nine) Square Metres.

**Held by:** Deed of Transfer TL136597/98.

Situated at 37 Christiaan de Wet Street, Vanderbijlpark.

**Improvements:** 3 Bedroomed house with 1 Bathrooms and 3 Other Rooms.

**Conditions of sale:**

1. Voetstoots and without reserve.
2. Deposit of 10% cash immediately after the sale. Guarantee for balance within 14 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at the Sheriff's Office.
5. The properties are sold subject to the terms and conditions and limitations as specified in the title conditions thereof.
6. Improvements stated below are not guaranteed or warranted to be correct.

Dated at Vanderbijlpark this 4th day of February 2002.

Attorney for Plaintiff, Rooth & Wessels Vaal, Rooth & Wessels Building, 22 Attie Fourie Street, P.O. Box 21, Vanderbijlpark.

**Case Number: 15673/2000**

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

**In the matter between: NEDCOR BANK LIMITED (1951/000009/06), Plaintiff, and RADEMAN: DERICK, First Defendant, RADEMAN: SUZETTE, Second Defendant**

Persuant to the Judgment of the Magistrate's Court of Vanderbijlpark and Warrant of execution dated 9th February 2001, the following fixed property having been declared specially executable will be sold in execution to the highest bidder on Friday, 1st March 2002 at 10h00 at the Magistrates' Court, Vanderbijlpark.

**Erf:** 642 Vanderbijl Park South East 7 Township, Registration Division I.Q., Gauteng Province.

**Measuring:** 892 (Eight Hundred and Ninety Two) Square Metres.

**Held by:** Deed of Transfer TL14463/98.

Situated at 10 William Porter Street, Vanderbijlpark.

**Improvements:** 4 Bedroomed house with 2 Bathrooms and 3 Other Rooms.

**Conditions of sale:**

1. Voetstoots and without reserve.
2. Deposit of 10% cash immediately after the sale. Guarantee for balance within 14 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at the Sheriff's Office.
5. The properties are sold subject to the terms and conditions and limitations as specified in the title conditions thereof.
6. Improvements stated below are not guaranteed or warranted to be correct.

Dated at Vanderbijlpark this 4th day of February 2002.

Attorney for Plaintiff, Rooth & Wessels Vaal, Rooth & Wessels Building, 22 Attie Fourie Street, P.O. Box 21, Vanderbijlpark.



Case No. 14765/00

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SAKHILE LEONARD KHESWA, 1st Defendant, and MORAKANE COSTANCE KHESWA, 2nd Defendant**

Notice is hereby given that on the 8 March 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 24 July 2000, namely:

Certain Erf 164, Vosloorus Ext 4, Registration Division I.R., the Province of Gauteng, situated at 164 Vosloorus Ext 4, 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 February 2002.

Tuckers Inc, 84 Trichardts Road, Ravenswood, Boksburg; Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. L. Pinheiro/H90814.)

Case No. 7087/00

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and BARBARA MARGARETHA GERMISHUIZEN, 1st Defendant, and PETRUS GERHARDUS GERMISHUIZEN, 2nd Defendant**

Notice is hereby given that on the 8 March 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 28 April 2000, namely:

Certain Erf 691, Sunward Park Ext 2, Registration Division I.R., the Province of Gauteng, situated at 50 Gesternte Road, Sunward Park Ext 2, Boksburg.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of 4 bedrooms, 2 bathrooms, toilet, kitchen, 2 lounges, 3 other rooms, double garage, swimming pool.

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

Dated at Boksburg on this the 8 February 2002.

Tuckers Inc, 84 Trichardts Road, Ravenswood, Boksburg; Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. L. Pinheiro/H90672.)

Case No. 12171/2000

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

**In the matter between HERBER PLASTICS (PROPRIETARY) LIMITED, Plaintiff/Judgment Creditor, and Mr CHARLES FANIE VAN KARA, Defendant/Judgment Debtor**

In execution of a judgment of the Magistrate's Court of Germiston, a sale without reserve will be held by the Sheriff of the Magistrate's Court for the District of Alberton at 8 St Columb Road, New Redruth, Alberton, on Wednesday the 13th day of March 2002 at 10h00, of the undermentioned property of the Defendant on and subject to the conditions, to be inspected at the offices of the said Sheriff, situated at 8 St Columb Road, New Redruth, Alberton:

The property is:

1. Erf 2798, Edenpark Extension 4, 36 Honda Street, Edenpark, Alberton, Registration Division I.R., the Province of Gauteng, measuring 600 (six hundred) square metres, held under Deed of Transfer T43627/1997.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance and interest at on the full purchase price at current bond rates payable against the registration of transfer, to be secured by a bank, building society or other acceptable guarantee, to be furnished within fourteen days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R7 000,00 (seven thousand rand) and a minimum fee of R300,00 (three hundred rand).

Dated at Johannesburg on this the 6th day of February 2002.

To: The Clerk of the Court, Germiston.

G. Mavrikis, for Christodoulou & Mavrikis Attorneys, Attorneys for Plaintiff, 17th Floor, Bedford Centre, Smith Street, Bedfordview; PO Box 87248, Houghton, 2041; Docex 109, Johannesburg. (Tel. 622-0691.) (Fax 622-3687.) (Ref. Mr Mavrikis/rb/MAV0591.)



Case No. 12759/2001

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CATHARINA MARIA JOOSTE, Defendant**

Notice is hereby given that on the 8 March 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 6 July 2001, namely:

A unit consisting of Section Number 19, as shown and more fully described on Sectional Plan No. SS36/92, in the scheme known as Deslon Court in respect of the land and building or buildings situated at Cason Township, Greater East Rand Metro, and an undivided share in the common property and an exclusive use area held in terms of Deed of Cession No. SK18214/1994S, Registration Division I.R., the Province of Gauteng, situated at Unit 19, Deslon Court, cnr Cason & Cambell Road, Cason, Boksburg.

The following improvements (which are not warranted to be correct) exist on the property: Sectional title unit comprising of bedroom, bathroom, kitchen, lounge and dining-room.

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

Dated at Boksburg on this the 8 February 2002.

Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. L. Pinheiro/H91117.)

Case No. 19715/2001

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

**In the matter between ABSA BANK LIMITED (Account No. 80-5049-7742), Plaintiff, and  
DU PLESSIS, CATHERINE MARGARETHA, 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 7th day of March 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 West:

Certain Erf 1404, Triomf Township, Registration Division I.Q., Province of Gauteng, and also known as 54 Good Street, Triomf, Johannesburg, measuring 495 m (four hundred and ninety five) square metres.

Improvements (none of which are guaranteed) consisting of the following: *Main building*: Lounge, dining-room, kitchen, 3 bedrooms, 2 bathrooms, w/c. *Outbuildings*: Single garage, one carport, servants' quarters, 1 outside w/c and shower. *Constructed*: Brick under tiled 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 31 January 2002.

Rossouws Attorneys, Plaintiff's Attorneys, 8 Sherborne Road, Parktown, Johannesburg; PO Box 1588, Jhb, 2000. (Tel. 726-9000.) (Ref. Rossouw/ct/04/A6838E.)

Case No. 7203/2001

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

**In the matter between ABSA BANK LIMITED (Account No. 80-4090-0525), Plaintiff, and  
KILIAN, RACHEL GESINA PHILIPINA, 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 7th day of March 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 North:

Certain Erf 549, Vrededorp Township, Registration Division I.Q., Province of Gauteng, and also known as No. 38 10th Street, Vrededorp, Johannesburg, measuring 248 m (two hundred and forty eight) square metres.

Improvements (none of which are guaranteed) consisting of the following: *Main building*: Entrance hall, lounge, kitchen, 2 bedrooms, bathroom, w/c. *Outbuildings*: None. *Constructed*: Brick under tiled 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 31 January 2002.

Rossouws Attorneys, Plaintiff's Attorneys, 8 Sherborne Road, Parktown, Johannesburg; PO Box 1588, Jhb, 2000. (Tel. 726-9000.) (Ref. Rossouw/ct/04/A6598E.)

Case No. 01/8503  
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IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between AFRICAN BANK LIMITED, Plaintiff, and MOLAPISI, ROBERT MARTIN VUSUMUZI,  
First Defendant, and MOLAPISI, MAKGOTSO ANNE MARIE, 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 Sheriff, 69 Juta Street, Braamfontein on 7 March 2002 at 10h00 of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, 69 Juta Street, Braamfontein:

**Being:** Portion 5 of Erf 38, Bruma, situate at 19 Hans Perow Road, Bruma, Registration Division I.R., Province of Gauteng, measuring 1 166 square metres, held under Deed of Transfer No. T54482/1997.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling comprising entrance hall, lounge, dining room, family room, study, kitchen, scullery, bedrooms, bathroom/s, shower, toilets, garage, servants' quarters, store, outside toilet, bath & shower, laundry.

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

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

Dated at Randburg this 28th January 2002.

Bezuidenhout Van Zyl Inc., 5 Surrey Square on Republic, corner Republic Road and Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mrs Christmas.) C/o 9th Floor, North State Building, corner Market & Kruis Streets, Johannesburg.

Case No. 01/14738  
PH 2

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

**In the matter between AFRICAN BANK LIMITED, Plaintiff, and MATHOBELA, SELBY MAOSHA,  
First Defendant, and MATHOBELA, NELISIWE CONSTANCE, 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 Sheriff, 14 Greyilla Avenue, Kempton Park on 7 March 2002 at 14h00 of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, 14 Greyilla Avenue, Kempton Park:

**Being:** Erf 373, Umnonjaneni Township, better known as 373 Umnonjaneni Section, Tembisa, Registration Division I.R., Province of Gauteng, measuring 260 square metres, held under Certificate of Registered Grant of Leasehold No. TL55103/1988.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling house comprising lounge/diningroom, kitchen, 1 bedroom, bathroom, toilet.

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

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

Dated at Randburg this 30th January 2002.

Bezuidenhout Van Zyl Inc., 5 Surrey Square on Republic, corner Republic Road and Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mrs Christmas.) C/o 9th Floor, North State Building, corner Market & Kruis Streets, Johannesburg.



Case No. 01/7634  
PH 2IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between AFRICAN BANK LTD, Plaintiff, and MOKOENA, PALO ALEX, 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 Sheriff, 14 Greyilla Avenue, Kempton Park on 7 March 2002 at 14h00 of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, 14 Greyilla Avenue, Kempton Park:

*Being:* Erf 2046, Ebony Park Extension 4, Registration Division I.R., Province of Gauteng, measuring 484 square metres, held under Deed of Transfer No. T34135/99.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling comprising lounge, diningroom, kitchen, 2 bedrooms, bathroom, toilet.

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

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

Dated at Randburg this 30th January 2002.

Bezuidenhout Van Zyl Inc., 5 Surrey Square on Republic, corner Republic Road and Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mrs Christmas.) C/o 9th Floor, North State Building, corner Market & Kruis Streets, Johannesburg.

Case No. 99/8597  
PH 2IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between BOE BANK LIMITED, Plaintiff, and NAUDE, LEON STEFANUS, 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 Sheriff, 10 Conduit Street, Kensington B on 5 March 2002 at 13h00 of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, 614 James Crescent, Halfway House:

*Being:* Portion 1 of Holding 62, Glen Austin Agricultural Holdings, situate at Ptn 1 of Holding 62, Pitzer Road, Glen Austin Agricultural Holdings, Registration Division J.R., Transvaal, measuring 8 565 square metres, held under Deed of Transfer No T84828/88.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling house under tiled roof comprising lounge, diningroom, study, kitchen, 3 bedrooms, 3 bathrooms, 2 showers, 3 toilets, entrance hall, dressing room, 3 garages.

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

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

Dated at Randburg this 26th January 2002.

Bezuidenhout Van Zyl Inc., 5 Surrey Square on Republic, corner Republic Road and Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mrs Christmas.) C/o 9th Floor, North State Building, corner Market & Kruis Streets, Johannesburg.

Case No. 99/12064  
PH 2IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between BOE BANK LTD, Plaintiff, and BAIRD, JULIAN, First Defendant, and JAMES, CHERYL LYN, 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 Sheriff, 10 Conduit Street, Kensington B on 5 March 2002 at 13h00 of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, 614 James Crescent, Halfway House:

*Being:* Lot 1, Austin View Agricultural Holdings, situate at 1 Worshond Crescent, Austin View Agricultural Holdings, Registration Division I.R., Transvaal, measuring 1,0236 hectares, held under Deed of Transfer No. T82390/88.



The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling house under tiled roof comprising lounge, diningroom, kitchen, 3 bedrooms, 1 bathroom, 1 shower, 1 toilet, granny flat comprising living room, bathroom and toilet, 2 garages, 2 carports.

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

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

Dated at Randburg this 28th January 2002.

Bezuidenhout Van Zyl Inc., 5 Surrey Square on Republic, corner Republic Road and Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mrs Christmas.) C/o 9th Floor, North State Building, corner Market & Kruis Streets, Johannesburg.

**Case No. 99/15755  
PH 2**

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

**In the matter between BOE BANK LTD, Plaintiff, and UNIT 98 RIVERGLADES CC, 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 reserve price will be held at the Sheriff, 10 Conduit Street, Kensington B on 5 March 2002 at 13h00 of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, 9 Elna Randhof, corner Selkirk and Blairgowrie Drives, Blairgowrie:

**Being:** Section 98, Riverglades Estate, Jukskei Park Township, situate at Flat No 98, Riverglades Estate, Juweel Street, Jukskeipark Local Authority: Northern Metropolitan Substructure; measuring 119 square metres, and an undivided share in the common property; held under Deed of Transfer No ST111208/96.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Flat in complex comprising lounge, diningroom, kitchen, 3 bedrooms, 2 bathrooms, shower, 2 toilets.

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

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

Dated at Randburg this 28th January 2002.

Bezuidenhout Van Zyl Inc., 5 Surrey Square on Republic, corner Republic Road and Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mrs Christmas.) C/o 9th Floor, North State Building, corner Market & Kruis Streets, Johannesburg.

**Case No. 00/15739  
PH 2**

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

**In the matter between: UNIBANK SAVINGS AND LOANS LIMITED, Plaintiff, and  
TOROK: ELISABETA SILVIA, 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 by the Sheriff Johannesburg Central, at 69 Juta Street, Braamfontein, on 7 March 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 Central, 19 Lepus Rd, Crown Extension:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Flat comprising of lounge/diningroom, kitchen, bedroom, toilet, being Section No. 47 as shown and more fully described on Sectional Plan No. SS181/1985 an undivided share in the common property in the scheme known as Moonlight Heights; situate at Flat 607, Moonlight Heights, Soaper Street, Berea; measuring 37 square metres, Registration Division: The Greater Johannesburg Transitional Metropolitan Council, held by the Defendant under Title Deed No. ST42691/1995.

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

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

Dated at Randburg this 18th day of January 2002.

Bezuidenhout Van Zyl Inc., Surrey Square on Republic, cnr Surrey Avenue & Republic Road, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/AE.) C/o Van der Westhuizen Crouse & Venter, 9th Floor, North State Building, corner Market & Kruis Streets, Johannesburg.



Case No. 01/18386  
PH 2IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between: UNIBANK SAVINGS AND LOANS LIMITED, Plaintiff, and  
NKOSI; BHEKITHEMBA, 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 by the Sheriff, Boksburg, 182 Leeupoort Abvenue, Boksburg, on 8 March 2002 at 11h15 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, Boksburg, 182 Leeupoort Avenue, Boksburg:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey dwelling, lounge, kitchen, 2 bedrooms, bathroom/w/c., being Erf 397, Vosloorus Ext 5 Township, situate at 397 Vosloorus Ext 5, Boksburg, measuring 232 square metres, Registration Division I.R., Province of Gauteng, held by the Defendant under Title Deed No. T21255/1996.

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

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

Dated at Randburg this 18th day of January 2002.

Bezuidenhout Van Zyl Inc., Surrey Square on Republic, cnr Surrey Avenue & Republic Road, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/AE.) C/o Van der Westhuizen Crouse & Venter, 9th Floor, North State Building, corner Market & Kruis Streets, Johannesburg.

Case No. 00/26460  
PH 2IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between: UNIBANK SAVINGS AND LOANS LIMITED, Plaintiff, and MONGWE: BOYANI RICHARD, First  
Defendant, and MONGWE: MARGARET MAKETSE, 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 by the Sheriff, Soweto West, 69 Juta Street, Braamfontein, on 7 March 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, Soweto West, 7 Amalgam Place, Amalgam:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey dwelling, lounge, kitchen, 2 bedrooms, bathroom, w/c, being Erf 5170, Protea Glen Ext 4 Township, situate at 5170 Protea Glen Ext 4, Soweto, measuring 275 square metres, Registration Division I.Q., the Province of Gauteng, held by the Defendants under Title Deed No. TE16835/1995.

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

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

Dated at Randburg this 18th day of January 2002.

Bezuidenhout Van Zyl Inc., Surrey Square on Republic, cnr Surrey Avenue & Republic Road, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/AE.) C/o Van der Westhuizen Crouse & Venter, 9th Floor, North State Building, corner Market & Kruis Streets, Johannesburg.

Case No. 01/12017  
PH 2IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between: UNIBANK SAVINGS AND LOANS LIMITED, Plaintiff, and  
LESEJANE; TELEKI ISHMAEL, 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 by the Sheriff, Soweto West, at 69 Juta Street, Braamfontein, on 7 March 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, Soweto West, 7 Amalgam Place, Amalgam:



The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey dwelling, lounge, kitchen, 2 bedrooms, bathroom, toilet, being Erf 3427, Protea Glen Ext 2 Township, situate at 3427 Protea Glen Ext 2, Soweto, measuring 252 square metres, Registration Division I.Q., the Province of Gauteng, held by the Defendant under Title Deed TE10260/1996.

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

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

Dated at Randburg this 18th day of January 2002.

Bezuidenhout Van Zyl Inc., Surrey Square on Republic, cnr Surrey Avenue & Republic Road, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/AE). C/o Van der Westhuizen Crouse & Venter, 9th Floor, North State Building, corner Market & Kruis Streets, Johannesburg.

**Case No. 2000/19135  
PH 2**

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and SIBIYA; JEFFREY, 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 by the Sheriff, 14 Greyella Street, Kempton Park, on 7 March 2002 at 14h00, 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, Kempton Park North, 14 Greyella Street, Kempton Park:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: A dwelling consisting of lounge, 3 bedrooms, kitchen, bathroom/w.c., separate w.c., being Erf 2385, Ebony Park Extension 5 Township, situate at 2385 Ebony Park, Extension 5, measuring 259 square metres, Registration Division IR, Gauteng, held by the Defendant under title Deed No. T8026/2000.

**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 January 2002.

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 5174 4615). C/o 9th Floor, North State Building, cnr Market and Kruis Streets, Johannesburg.

**Case No. 2000/20830  
PH 2**

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and SMIT; EUGENE, 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 by the Sheriff, Sandton, 10 Conduit Sreet, Kensington B, Randburg, on 5 March 2002 at 13h00 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, Randburg, Elna-Randhof No. 9, cnr Selkirk and Blairgowrie Streets, Blairgowrie:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: A unit consisting of lounge, dining room, kitchen, 2 bedrooms, bathroom/w.c., being Section 103 in the scheme known as Bridgetown situate at Bloubostrand Extension 10, 15, 16, 17 and 18, and an undivided share in the common property, situate at 103 Bridgetown, Agulhas Road, Bloubostrand, measuring 41 square metres, Registration Division, Greater Johannesburg Transitional Metropolitan council, held by the Defendant under Title Deed No. ST22203/96.

**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 31 January 2002.

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 4426 7486). C/o 9th Floor, North State Building, cnr Market and Kruis Streets, Johannesburg.



Case No. 2001/19034  
PH 2IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between: ABSA BANK LIMITED, Plaintiff, and SMIT; ALET, 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 by the Sheriff, 10 Conduit Street, Kensington B, Randburg, on 5 March 2002 at 13h00 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, Randburg, Elna-Randhof No. 9, cnr Selkirk and Blairgowrie Streets, Blairgowrie:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: A dwelling consisting of entrance hall, lounge, dining room, 2 bedrooms, 2 x bathroom/w.c., single garage, carport, being Portion 47 of Erf 602, Northwold Extension 23 Township, situate at 47 Tiffany Crescent, Zevenrose, Northwold Extension 23, measuring 314 square metres, Registration Division IQ, Transvaal, held by the Defendant under Title Deed No. T42348/1989.

**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 18 January 2002.

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. 8050794936). C/o 9th Floor, North State Building, cnr Market and Kruis Streets, Johannesburg.

Case No. 2001/23482  
PH 2IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between: ABSA BANK LIMITED, Plaintiff, and AARPAM PROPERTY DEVELOPERS CC, CK87/25842/23, 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 by the Sheriff, 10 Conduit Street, Kensington B, Randburg, on 5 March 2002 at 13h00 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, Sandton, 10 Conduit Street, Kensington B, Randburg:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: A dwelling consisting of entrance hall, lounge, dining room, kitchen, study, 3 bedrooms, bathroom/w.c., family room, scullery, pantry, outside w/c, being Portion 18 of Erf 38, Norscot Township, situate at 18B Penguin Street, Norscot, measuring 1 500 square metres, Registration Division IQ, Transvaal, held by the Defendant under Title Deed No. T25942/88.

**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 18 January 2002.

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. 8092069576.). C/o 9th Floor, North State Building, cnr Market and Kruis Streets, Johannesburg.

Saak No. 1536/00

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

**In die saak tussen: WESTONARIA MUNISIPALITEIT, Eiser en N.L. MVUNYISWA, Verweerder**

Ingevolge 'n vonnis gelewer op die 12/06/00, in die Westonaria Landdroshof en 'n lasbrief vir eksekusie daarna uitgereik, word die onroerende eiendom hieronder beskryf in eksekusie verkoop op 15/03/02 om 10h00, Edwardslaan 50, Westonaria, aan die hoogste bieder:

**Beskrywing:** Erf 267, Westonaria Dorpsgebied, Registrasie Afdeling I.Q., provinsie Gauteng, groot 714 (sewe een vier) vierkante meter, gehou kragtens Akte van Transport Nr. T39104/1992.

**Straatadres:** De la Batstraat 12, Westonaria.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit: 3 slaapkamers, badkamer, sitkamer, eetkamer, kombuis, dak—sinkdak, 1 buitekamer, 1 motorhuis, omheining draad, 1 skuiling.



Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroskantoor, te Edwardslaan 50, Westonaria.

Gedateer te Westonaria op hede die 30/01/2002.

EC Roselt, Strydom Botha Ingelyf, President Krugerstraat 7, Westonaria, 1780. [Tel. (011) 753-2246/7.]; Posbus 950, Westonaria, 1780. (ECR/UG/MVW554.)

Case No. 2001/21533

PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between: ABSA BANK LIMITED, Plaintiff, and READING NO 55 PROPERTIES CC, CK98/59172/23, 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, Alberton, 1st Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 5 March 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, Alberton, 1st Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: A dwelling consisting of entrance hall, lounge, dining room, kitchen, 4 bedrooms, bathroom/w.c./shower, 3 x bathroom/w.c., laundry, double garage, servants' quarters, being Portion 55 of Erf 1074, New Redruth Extension 2 Township, situate at 55 Reading Country Estate, Fore Street, New Redruth, Alberton, measuring 775 square metres, Registration Division IR, Gauteng, held by the Defendant under Title Deed No. T8754/2000.

**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 30 January 2002.

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. 8052860791.). C/o 9th Floor, North State Building, cnr Market and Kruis Streets, Johannesburg.

Case No. 2001/4762

PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between: ABSA BANK LIMITED, Plaintiff, and UNIT 55 AVONAIRE CC, First Defendant, and AZAR; ANDRE, 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, 10 Conduit Street, Kensington B, Randburg, on 5 March 2002 at 13h00, 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, Randburg, Elna Randhof No. 9, cnr Selkirk and Blairgowrie Streets, Blairgowrie:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: A unit consisting of entrance hall, lounge, dining room, kitchen, 2 bedrooms, 2 x bathroom/w.c./shower, being Section No. 55 in the scheme known as Avonaire Village situate at Noordhang Extension 21 Township, and an undivided share in the common property, situate at Unit 55, Avonaire Village, Bellairs Drive, Noordhang Extension 21, measuring 81 square metres, Registration Division, Northern Metropolitan Substructure, held by the Defendants under Title Deed No. ST86554/97.

**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 18 January 2002.

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. 8046154744.) C/o 9th Floor, North State Building, cnr Market and Kruis Streets, Johannesburg.



Case No. 99/7010

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and MOICHELA: KEIKANTSEMANG ZIPHORA, 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 28 February 2002 at 10:00 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 East, 69 Juta Street, Braamfontein:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: a unit consisting of lounge, dining room, 2 bedrooms, kitchen, bathroom/toilet, separate toilet, being Section 39 Estoril situated at Yeoville Township and an undivided share in the common property situate at 410 Estoril, 6 Hopkins Street, Yeoville, measuring 84 square metres, Registration Division: Local Authority of Johannesburg, held by the Defendant under Title Deed No. ST6035/1994.

*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 on 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 17 January 2002.

Bezuidenout 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 4156 0738.) co 9th Floor, North State Building, cnr Market and Kruis Street, Johannesburg.

Saak No. 69418/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN JOHANNESBURG GEHOU TE JOHANNESBURG

**In die saak tussen: ABSA BANK BEPERK, Eiser, en R.M. NGOBENI & M.S. DUBE, Verweerders**

Ingevolge 'n vonnis gelewer op die 24/07/01, in die Johannesburg Landdroshof en 'n lasbrief vir eksekusie daarna uitgereik, word die onroerende eiendom hieronder beskryf in eksekusie verkoop op 15/03/02 om 10h00, Foxstraat Ingang, Johannesburg Landdroshof, aan die hoogste bieder:

*Beskrywing:* Erf 8846, Lenasia Uitbreiding 10 Dorpsgebied, Registrasie Afdeling I.Q., provinsie Gauteng, groot 468 (vier ses agt) vierkante meter, gehou kragtens Akte van Transport Nr: T49796/1998.

*Straatadres:* 8846 Shaba Crescent Uitbreiding 10, Lenasia.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit sitkamer, 1 badkamer, gang, 3 slaapkamers, 1 kombuis. *Tipe gebou:* Skakelhuis, tipe dak—Teëldak, Omheining—Baksteen. *Gebou:*—Enkelverdieping.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof, te 115 Rose Laan, Lenasia, 1827.

Gedateer te Westonaria op hede die 06/02/2002.

EC Roselt, Strydom Botha Ingelyf, President Krugerstraat 7, Westonaria, 1780. [Tel. (011) 753-2246/7.]; Posbus 950, Westonaria, 1780. (ECR/UG/GVA124.)

Case No. 1358/01

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

**In the matter between: ABSA BANK BEPERK, Plaintiff and F. P. TSHABALALA, Defendant**

In pursuance of judgment granted on 05/09/01, in the Westonaria Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 15/03/02 at 10h00 at Sheriff's Office, 50 Edwards Avenue, Westonaria, to the highest bidder:

*Description:* Erf 4562, Lenasia South Extension 4 Township, Registration Division IQ, Province of Gauteng, in extent 651 (six five one) square metres, held by the Defendant in his name under Deed of Transfer No. T61428/1997.

*Street address:* 4562 Mt Rosa Street, Lenasia South Extension 4.

The information given is not guaranteed. The property consists of 2 bedrooms, bathroom, lounge, kitchen, toilet, roof—tile roof.

The above-mentioned sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and may be inspected at the office of the Sheriff of the Magistrate's Court, 50 Edwards Avenue, Westonaria.

Dated at Westonaria this 29/01/2002.

EC Roselt, Strydom Botha Inc, 7 President Kruger Street, Westonaria, 1780. [Tel. (011) 753-2246/7.] (ECR/UG/GVA161.)



Saak No. 3976/01

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

**In die saak tussen: ABSA BANK BEPERK, Eiser, en W.K. & P.N. MATSHAYA, Verweerders**

Ingevolge 'n vonnis gelewer op die 29/11/01, in die Westonaria Landdroshof en 'n lasbrief vir eksekusie daarna uitgereik, word die onroerende eiendom hieronder beskryf in eksekusie verkoop op 15/03/02 om 10h00, Edwardslaan 50, Westonaria, aan die hoogste bieder:

*Beskrywing:* Erf 234, Westonaria Dorpsgebied, Registrasie Afdeling I.Q., provinsie Gauteng, groot 716 (sewe een ses) vierkante meter, gehou kragtens Akte van Transport No. T7827/2000.

*Straatadres:* Edwardsstraat 26, Westonaria.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit: 3 slaapkamers, badkamer, sitkamer, kombuis, dak—sinkdak, 1 buitegebou, 1 motorhuis, omheining—beton.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof, te Edwardslaan 50, Westonaria.

Gedateer te Westonaria op hede die 29/01/2002.

EC Roselt, Strydom Botha Ingelyf, President Krugerstraat 7, Westonaria, 1780. [Tel. (011) 753-2246/7.]; Posbus 950, Westonaria, 1780. (ECR/UG/GVA200.)

Case No. 2631/00

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

**In the matter between ABSA BANK BEPERK, Plaintiff, and J. IYALOO, Defendant**

In pursuance of judgment granted on 25/07/00, in the Westonaria Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 15/03/02 at 10h00 at Sheriff's Office, 50 Edwards Avenue, Westonaria, to the highest bidder:

*Description:* Erf 5543, Lenasia South Extension 4 Township, Registration Division I.Q., Province of Gauteng, in extent 722 (seven two two) square metres, held by the Defendant in his name under Deed of Transfer No. T43833/1995.

*Street address:* 5543 Naga Hills, Lenasia South Extension 4.

The information given is not guaranteed:

*The property consists of:* 2 bedrooms, bathroom, lounge, kitchen, roof—tile roof, 1 garage, fencing—wire.

The above-mentioned sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and may be inspected at the office of the Sheriff of the Magistrate's Court, 50 Edwards Avenue, Westonaria.

Dated at Westonaria this 29/01/2002.

EC Roselt, Strydom Botha Inc., 7 President Kruger Street, Westonaria, 1780. [Tel. (011) 753-2246/7.] (Ref. ECR/UG/GVA106.)

Saak No. 3664/00

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en L. NTOTHO, Verweerder**

Ingevolge 'n vonnis gelewer op die 25 Oktober 2001, in die Westonaria Landdroshof en 'n lasbrief vir eksekusie daarna uitgereik, word die onroerende eiendom hieronder beskryf in eksekusie verkoop op 15/03/02 om 10h00, Edwardslaan 50, Westonaria, aan die hoogste bieder:

*Beskrywing:* Erf 3824, Lenasia Suid Uitbreiding 4 Dorpsgebied, Registrasie Afdeling I.Q., Provinsie Gauteng, groot 630 (ses drie nul) vierkante meter, gehou kragtens Akte van Transport Nr. T17774/1997.

*Straatadres:* Taurus Crescent 3824, Lenasia Suid Uitbreiding 4.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 2 slaapkamers, badkamer, sitkamer, kombuis, dak—teeldak, omheining—baksteen en beton.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof, te Edwardslaan 50, Westonaria.

Gedateer te Westonaria op hede die 04/02/2002.

EC Roselt, vir Strydom Botha Ingelyf, President Krugerstraat 7, Westonaria, 1780. [Tel. (011) 753-2246/7.] (Posbus 950, Westonaria, 1780. (Verw. ECR/UG/GVA 135.)



Case No. 2001/13849  
PH 507IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between STANDARD BANK OF SA LTD, Plaintiff, and MYBURGH, JULIENNE  
(ID No. 6502270025082) (formerly Graig), 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 Benoni on 7th March 2002 at 180 Princes Avenue, Benoni at 10:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Benoni at 180 Princes Avenue, Benoni prior to the sale:

**Certain:** Portion 169 (a portion of Portion 168) of the Farm Zesfontein 27 Township, Registration Division I.R., the Province of Gauteng, held under Deed of Transfer T20796/1998, subject to the conditions contained therein and especially the reservation of mineral rights, and Portion 170 (a portion of Portion 168) of the Farm Zesfontein 27 Township, Registration Division I.R., the Province of Gauteng, held under Deed of Transfer T20796/1998, subject to the conditions contained therein and especially the reservation of mineral rights, and Portion 173 (a portion of Portion 168) of the Farm Zesfontein 27 Township, Registration Division I.R., the Province of Gauteng, held under Deed of Transfer T20796/1998, subject to the conditions contained therein and especially the reservation of mineral rights and Portion 174 (a portion of Portion 168) of the farm Zesfontein 27 Township, Registration Division I.R., the Province of Gauteng, held under Deed of Transfer T20796/1998 subject to the conditions contained therein and especially the reservation of mineral rights, and Portion 175 (a portion of Portion 168) of the Farm Zesfontein 27 Township, Registration Division I.R., the Province of Gauteng, held under Deed of Transfer T20796/1998 subject to the conditions contained therein and especially the reservation of mineral rights, and Portion 176 (a portion of Portion 168) of the Farm Zesfontein 27 Township, Registration Division I.R., the Province of Gauteng, held under Deed of Transfer T20796/1998, subject to the conditions contained therein and especially the reservation of mineral rights, and Portion 177 (a portion of Portion 168) of the Farm Zesfontein 27 Township, Registration Division I.R., the Province of Gauteng, held under Deed of Transfer T20796/1998, subject to the conditions contained therein and especially the reservation of mineral rights, and Portion 178 (a portion of Portion 168) of the Farm Zesfontein 27 Township, Registration Division I.R., the Province of Gauteng, held under Deed of Transfer T20796/1998, subject to the conditions contained therein and especially the reservation of mineral rights.

**Area:** Portion 169 measures 1,5708 h (one comma five seven zero eight) hectares.

Portion 170 measures 1,5713 h (one comma five seven one three) hectares.

Portion 173 measures 1,2525 h (one comma two five two five) hectares.

Portion 174 measures 1,2532 h (one comma two five three two) hectares.

Portion 175 measures 2,5083 h (two comma five zero eight three) hectares.

Portion 176 measures 1,3645 h (one comma three six four five) hectares.

Portion 177 measures 1,6227 h (one comma six two two seven) hectares.

Portion 178 measures 1,0315 h (one comma zero three one five) hectares.

**Situation:** 21 Dassie Street, Zesfontein 27, Benoni.

**Improvements** (not guaranteed): Portion 169—vacant stand, Portion 170—vacant stand, Portion 173—vacant stand, Portion 174—vacant stand, Portion 175—vacant stand, Portion 176—vacant stand, Portion 177—vacant stand, Portion 178—vacant stand.

**Zone:** Residential.

Dated at Alberton on this the 23 day of January 2002.

Blaes • Maphanga Alberton, Plaintiff's Attorney. (Tel. 907-1522.) (Fax 907-2081.) (Ref. Mr S Pieterse/me/AS003/1754.) (Bank Ref: 21844303.)

Case No. 5317/01

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

**In the matter between MULLER: CORNELIUS JOHANNES, Plaintiff, and  
BEZUIDENHOUT: JOSEPH JOHANNES HERMANUS, Defendant**

In pursuance of a judgment granted on 25th July 2001 in the Benoni Court and under a writ of execution issued thereafter the property listed below will be sold in execution at the premises of the Sheriff being 439 Prince George Avenue, Brakpan on the 8th March 2002 at 11h00 to the highest bidder. Terms strictly cash.

Erf 665, Dalview, Registration Division I.R., in extent 947 square metres, held by Deed of Transfer No. T19668/2000.

**Property zoned:** Residential 1. Height HO 2 Storey's. Coverage 60%. Building Line 4,57 meter.

**Property description:** Reasonable Single Storey Residence, Facing East, Brick/Plastered & Paint, Corrugated Zinc Sheet - Flat Roof, consisting of Lounge, Dining Room, Kitchen, 4 Bedrooms, 1 Bathroom, Flat Consisting of 2 Bedrooms & 1 Bathroom, Fencing: 2 sides precast Walling, 1 side Precast/Face Brick & 1 side Face Brick Walling.

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

Dated at Benoni on this the 14th day of February 2002.

Civin - Alexander, Plaintiff's Attorneys, 56 Elston Avenue, Benoni. Tel. 011-422-4460. Fax. 011-422-1039.



Case No: 44246/01

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

**In the matter between: LOD ALAMOS BODY CORPORATE, Plaintiff, and NDADZA, MS. SEIPATI FLORENCE, 1st Defendant, NDADZA, MR. TSHILIDZI RODNEY, 2nd Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on the 18 September 2001 and subsequent Warrant of Execution the following property will be sold in Execution at 10h00 on 6 March 2002 at the offices of the Magistrate, corner Selkirk & Jan Smuts Avenue, Blairgowrie, namely:

Section 5, Los Alamos Oeste, situated at Unit 29, Los Alamos Oeste, Montrose Avenue, Northgate Extension 12, Randburg, also known as Unit 29, Los Alamos Oeste, Montrose Avenue, Northgate Extension 12, Randburg, and comprising the following description:

2 bedrooms, 1 bathroom, kitchen and lounge. Property size: 68 sqm. (Please note, this description is not guaranteed).

And take further notice that the conditions of Sale will lie for inspection at the offices of the Sheriff of the Court, 8 Randhof, corner Selkirk & Blairgowrie Drive, Blairgowrie and contain interalia the following provisions:

1. Ten percent of purchase price on date of Sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.
4. Reserve price to be read out at Sale.

Dated at Randburg on the 01 February 2002.

J N van der Westhuizen Attorney, 280 Oak Avenue, Ferndale, Randburg. 789-5490 (789-5287F). P.O. Box 727, Randburg, 2125. Ref: L Cherry/L00089.

To: The Sheriff of the Court.

Case No. 53357/99  
PH E4A

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and GARCAO, FERNANDO MANUEL FREIRE GUAPO, Defendant**

In the execution of a Judgment of the Magistrate's Court for the district of Randburg held at Randburg, a sale without reserve, subject to the Magistrate's Court Act and the Rules made thereunder, will be sold at the Magistrate's Court, Randburg, Jan Smuts Avenue, Randburg, on Thursday, the 7th day of March 2002 at 13h00, 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, Sandton, 10 Conduit Street, Kensington "B", Randburg, prior to the sale.

Certain Portion 8 of Erf 8, Atholl Township, Registration Division IR, Province of Gauteng, measuring 4 047 Square Metres, situation 112 Central Avenue, Atholl, Sandton.

*Improvements (not guaranteed): Main Building: 4 Bedrooms, 4 Bathrooms, 2 Separate Toilets, 2 En-suite Dressing Rooms, 1 Living Room, 1 Dining Room, 1 Family Room, 1 Study, 1 Kitchen, 1 Pantry, 1 Laundry, 1 Linen Room, Underfloor Heating, Intercom System.*

*Outbuildings: Playroom, Staff Quarters consisting of 3 Bedrooms, 1 Bathroom, 1 Kitchen and 1 Living Room, Carport, Storeroom, Paved Driveway, Swimming Pool, Gazebo and Patio.*

*Boundary: Fence with Automated Gate.*

*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 guarantor to be furnished to the Sheriff within fourteen (14) 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 Randburg on the 30th day of January 2002.

Honey & Partners, Plaintiff's Attorneys, C/o Le Mottée Agnew, Randburg Law Chambers, 2nd Floor, 271 Kent Avenue, Randburg; P O Box 4927, Randburg, 2121. Docex 17, Randburg. Tel: (011) 781-0810. Fax: 781-0826. Ref: Ms N Agnew/ij/H187.

Case No: 97286/2000

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

**In the matter between: THE BODY CORPORATE TUDHOPE HEIGHTS, Plaintiff, and THABO GIFT SHABANGU, First Defendant, PRISCILLA NTOMBIZANDILE SHABANGU, Second Defendant**

In pursuance of the judgment of the above Honourable Court and the warrant of execution, a sale without reserve [subject to section 66 (2) of the Magistrate's Court Act No. 32 of 1944, as amended] will be held at the Magistrate's Court, Fox Street Entrance, Johannesburg on the 8th of March 2002 at 10h00, of the undermentioned property of the Defendants on the conditions read out by the Auctioneer at the Magistrate's Court, Fox Street Entrance, Johannesburg, prior to the sale and which may be inspected at the offices of the Sheriff, prior to the sale, namely:



Unit 59, as shown and more fully described on Sectional Plan No. SS2/1982 in the scheme known as Tudhope Heights, in respect of the land and building or buildings situate at 39 Primrose Terrace, Berea, Local Authority Greater Johannesburg Metro Council—Eastern MLC, Berea, of which section the floor area, according to the said sectional plan is 41 square metres in extent; together with an undivided share in the common property in the scheme apportioned to the said section.

Held under Deed of Transfer ST.24667/1995.

*Terms:* 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance 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 the sale. Auctioneer's charges payable on the date of the sale to be calculated as follows: 5% (five percent) on the proceeds of the sale up to the price R20 000,00 (twenty thousand rand), thereafter 3% (three percent) up to a maximum of R6 000,00 (six thousand rand), minimum charges R200,00 (two hundred rand).

The sale is voetstoots and subject to:

1. The Magistrate's Court Act and the rules thereunder;
2. The conditions of the Title Deed; and
3. The conditions of the sale which may be inspected at the offices of the Sheriff and will be read out immediately before the sale.

Dated at Johannesburg on this 9th day of January 2002.

Ian Levitt Attorneys, 1 Unity Street, corner of 131 Louis Botha Avenue, Fellside, Johannesburg. [Tel. (011) 483-2046.] [Fax (011) 728-3166.] (Ref: Mr I. Levitt/A334/cv.)

Case No: 123954/1998

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

**In the matter between: BODY CORPORATE FEDERATED PLACE, Plaintiff, and  
ALBERT MAPALE PATJANE, Defendant**

In pursuance of the judgment of the above Honourable Court and the warrant of execution, a sale without reserve [subject to section 66 (2) of the Magistrate's Court Act No. 32 of 1944, as amended] will be held at the Magistrate's Court, Fox Street Entrance, Johannesburg, on the 8th of March 2002 at 10h00, of the undermentioned property of the Defendant on the conditions read out by the Auctioneer at the Magistrate's Court, Fox Street Entrance, Johannesburg, prior to the sale and which may be inspected at the offices of the Sheriff, prior to the sale, namely:

Unit 144, as shown and more fully described on Sectional Plan No. SS10/81 in the scheme known as SS Federated Place in respect of the land and building or buildings situate at Berea Township, Local Authority Greater Johannesburg Metro Council—Eastern MLC; of which section the floor area, according to the said sectional plan is 41 square metres in extent; together with an undivided share in the common property in the scheme apportioned to the said section.

Held under Deed of Transfer ST.ST.26260/1995.

*Terms:* 10% (ten percent) of the purchase price in cash immediately upon the conclusion of the sale, the balance 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 the sale. Auctioneer's charges payable on the date of the sale to be calculated as follows: 5% (five percent) on the proceeds of the sale up to the price of R20 000,00 (twenty thousand rand) thereafter 3% (three percent) up to a maximum of R6 000,00 (six thousand rand). Minimum charge R200,00 (two hundred rand).

The sale is voetstoots and subject to:

1. The Magistrate's Court Act and the Rules made thereunder;
2. The conditions of the Title Deed; and
3. The conditions of the sale which may be inspected at the offices of the Sheriff and will be read out immediately before the sale.

Dated at Johannesburg on this 21st day of January 2002.

Ian Levitt Attorneys, 1 Unity Street, corner of 131 Louis Botha Ave, Fellside, Johannesburg. [Tel. (011) 483-2046.] [Fax (011) 728-3166.] (Ref. Mr I. Levitt/A133/cv.)

Case No: 01/6513

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and WATSON DANIEL, 1st Defendant, and  
WATSON EMBREZNIA, 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 reserve will be held at the office of the Sheriff, at Klaburn Court, 22B Ockerse Street, corner of Ockerse & Rissik Street, Krugersdorp, on 6 March 2002 at 10h00, of the undermentioned property of the Defendants on the conditions and which may be inspected at the offices of the Sheriff of the High Court, prior to the sale:

Portion 10 of Erf 820, Krugersdorp Township, situated at 30 Wishart Street, Krugersdorp Township, Registration Division I.Q., The Province of Gauteng, measuring 730 (seven hundred and thirty) square metres.



The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining room, bedroom, kitchen, bathroom/toilet.

The property is zoned Residential.

Signed at Johannesburg on this 28th January 2002.

Ismail Ayob & Partners, Plaintiff's Attorneys, 41 Central Street, Houghton, 2198. (Docex 11, Houghton.) [Tel. (011) 727-5800.] [Fax (011) 727-5880.] (Ref. W70700/PC.)

**Case No. 16684/01**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and COOKE VALERIE ELLEN, 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, 26 Kruger Avenue, Vereeniging, on the 07 March 2002 at 10h00 of the undermentioned property of the Defendants on the conditions and which may be inspected at the offices of De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Portion 5 of Erf 5397, Ennerdale Extension 9 Township, Registration Division I.Q., Province of Gauteng, measuring 446 (four hundred and forty six) 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, kitchen, bathroom.

The property is zoned Residential.

Signed at Johannesburg on the 28 January 2002.

Ismail Ayob & Partners, Plaintiff's Attorneys, 41 Central Street, Houghton, 2198, Docex 11, Houghton. [Tel. (011) 727-5800.] [Fax (011) 727-5880.] (Ref. C72380/PC.)

**Case No. 5532/2001**

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

**In the matter between ABSA BANK LTD, Execution Creditor, and MATHOPE SAMUEL MALOMA, 1st Execution Debtor, and MANTHEKWANE ANGELINA MALOMA, 2nd Execution Debtor**

Pursuant to a judgment granted by the above Honourable Court on 11th June 2001 and a warrant of execution served on 7th August 2001, the undermentioned property will be sold by the Sheriff of the Magistrate's Court, Alberton, on 13th March 2002 at 10h00 at the Sheriff's offices at 8 St. Columb Street, New Redruth, Alberton, to the highest bidder:

*Certain:* Erf 4099, Roodekop Extension 21 Township, Registration Division IR, in the Province of Gauteng, measuring 268 (two hundred and sixty eight) square metres, held under Deed of Transfer No. T41674/1997 and also known as Stand 4099, Ext 21, Roodekop. (hereinafter referred to as the "property").

*Improvements reported* (which are not warranted to be correct and are not guaranteed): 1 x lounge, 1 x kitchen, 1 x bathroom, 2 x bedrooms, 1 x toilet, property is fenced.

*Material terms:*

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property by the bondholder, which was 16% per annum at the time of preparation of the conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on this the 15th day of February 2002.

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



Case No. 3433/2000

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

**In the matter between ABSA BANK LTD, Execution Creditor, and DAWID JOHANNES VAN ZYL, 1st Execution Debtor, and MAGDALENA DOOTHIA VAN ZYL, 2nd Execution Debtor**

Pursuant to a judgment granted by the above Honourable Court on 4th April 2000, and a warrant of execution served on 12th June 2001, the undermentioned property will be sold by the Sheriff of the Magistrate's Court, Roodepoort, on 8th March 2002 at 10h00 at the Sheriff's offices at 182 Progress Road, Lindhaven, Roodepoort, to the highest bidder:

*Certain:* Erf 1239, Discovery Extension 5 Township, Registration Division IR, in the Province of Gauteng, measuring 898 (eight hundred and ninety eight) square metres, held under Deed of Transfer No. T37081/98 and also known as 25 Rene Street, Discovery, Roodepoort. (hereinafter referred to as the "property").

*Improvements reported* (which are not warranted to be correct and are not guaranteed): 1 x lounge, 1 x family room, 1 x diningroom, 2 x bathrooms, 3 x bedrooms, 1 x kitchen, 1 x storage room, 1 x carport, 1 x servant's quarters, 1 x granny flat.

*Material terms:*

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the bondholder, which was 15,25% per annum at the time of preparation of the conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on this the 21st day of January 2002.

L Taitz, Taitz and Skikne, Judgment Creditor's Attorneys, 27 Kinross Street, cnr. Queen Street (P.O. Box 60), Germiston. (Tel. 825-3516.) (Ref. L Taitz/ns/16084/66677.)

Case No. 7829/95

## 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 RAYMOND ALLEN CROUSE, 1st Execution Debtor, and JEANETTE LEE-ANN SAWYER, 2nd Judgment Debtor**

In pursuance of a judgment in the Court of the Magistrate of Kempton Park and Writ of Execution dated the 14th day of April 1996, the property listed hereunder will be sold in execution on Thursday the 14th day of March 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 1790, Van Riebeeck Park X16 Township, Registration Division I.R., in the Province of Gauteng, measuring 801 Square metres, known as 22 Lorraine Street, Van Riebeeck Park X16, Kempton Park, held under Deed of Transfer T109442/92.

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, kitchen, toilet, driveway, 3 bedrooms, bathroom, carport, lapa, 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 of the proceeds of the sale and 3 per cent on the balance thereof, subject to a maximum commission of R7 000 in total and a minimum of R300 (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 of the proceeds of the sale and 1,5 per cent on the balance thereof, subject to a maximum commission of R4 000 in total and a minimum of R300 (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 6th day of February 2002.

Mr R Jansen, Johan Jacobs & Malcolm Moodie, 1st Floor, The Whitehouse, cnr Monument Road & Kerk Street; P.O. Box 1, Kempton Park. (Tel. 394-8265.) (Ref. DE/A17/231.)



Case No. 28996/01

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 MACMILLAN VUYO LUKE, 1st Execution Debtor, and NONCEBA NANCY LUKE, 2nd Judgment Debtor**

In pursuance of a judgment in the Court of the Magistrate of Kempton Park and Writ of Execution dated the 20th day of December 2001, the property listed hereunder will be sold in execution on Thursday the 14th day of March 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 1045 Birch Acres X3 Township, Registration Division I.R., in the Province of Gauteng, measuring 1 026 square metres, known as 13 Watertrapper Street, Birch Acres X3, Kempton Park, held under Deed of Transfer T27119/95.

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, 3 bedrooms, kitchen, bathroom, 2 toilets, study, pool, driveway, all under a tin & riled roof, 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 of the proceeds of the sale and 3 per cent on the balance thereof, subject to a maximum commission of R7 000 in total and a minimum of R300 (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 of the proceeds of the sale and 1,5 per cent on the balance thereof, subject to a maximum commission of R4 000 in total and a minimum of R300 (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 6th day of February 2002.

Mr R Jansen, Johan Jacobs & Malcolm Moodie, 1st Floor, The Whitehouse, cnr Monument Road & Kerk Street; P.O. Box 1, Kempton Park. (Tel. 394-8265.) (Ref. DE/A17/933.)

Case No: 15671/01

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 MARIA MAGDALENA KOEKEMOER, 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 July 2001, the property listed hereunder will be sold in execution on Thursday, the 14th day of March 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 1623, Birch Acres X4 Township, Registration Division IR, in the Province of Gauteng, measuring 1 153 square metres, known as 138 Kwartel Street, Birch Acres X4, Kempton Park, held under Deed of Transfer T141341/99.

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, diningroom, 3 bedrooms, kitchen, 2 garages, bathroom, 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 (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 11th day of February 2002.

Mr R. Jansen, for Johan Jacobs & Malcolm Moodie, 1st Floor, The Whitehouse, cnr Monument Road & Kerk Street, P.O. Box 1, Kempton Park. (Tel: 394-8265.) (Ref: DE/A17/864.)

**Case No. 00/12875**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SITEMBILE THEMBA JOSEPH, 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 office of the Sheriff, 69 Juta Street, Braamfontein, on the 07 March 2002 at 10H00 of the undermentioned property of the Defendant on the Conditions to be read out by the auctioneer at 69 Juta Street, Braamfontein, and the full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Soweto West, 7 Amalgam Place, Amalgam, Johannesburg, prior to the sale.

Erf 4537, Protea Glen Extension 3 Township, Registration Division I.Q., the Province of Gauteng, measuring 239 (two 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 dining room, 3 bedrooms, kitchen, bathroom, toilet.

The property is zoned Residential.

Signed at Johannesburg on the 28 January 2002.

Ismail Ayob & Partners, Plaintiff's Attorneys, 41 Central Street, Houghton, 2198; Docex 11, Houghton. [Tel: (011) 727-5800.] [Fax No: (011) 727-5880.] (Ref: S66997/PC.)

**Case No. 00/13331**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ROETS, CHARLOTTE MARQUERETHA, 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 main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on the 08 March 2002 at 10H00 of the undermentioned property of the Defendant on the Conditions which will lie for inspection at the offices of the Sheriff, Vanderbijlpark, Rietbok Building, Suite A, General Hertzog Street, Vanderbijlpark, prior to the sale.

Erf 646, Vanderbijlpark Central East No. 2 Township, situated at 9 Houston Street, Vanderbijlpark Central East No. 2 Township, Registration Division I.Q., the Province of Gauteng, measuring 625 (six hundred and twenty five) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining room, 3 bedrooms, kitchen, bathroom. *Outbuilding*: Servants quarters, garage.

The property is zoned Residential.

Signed at Johannesburg on the 29 January 2002.

Ismail Ayob & Partners, Plaintiff's Attorneys, 41 Central Street, Houghton, 2198; Docex 11, Houghton. [Tel No: (011) 727-5800.] [Fax No: (011) 727-5880.] (Ref: R67129/PC.)



Case No: 38012/00

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

**In the matter between: BODY CORPORATE MOONLIGHT HEIGHTS, Plaintiff, and MNYAMANI N D, Defendant**

On the 8th day of March 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 43, as shown and more fully described on Sectional Plan No SS181/85 in the scheme known as Moonlight Heights, situate at Berea Township, The Greater East Rand Metro, of which section the floor area according to the said Sectional Plan is 39 (thirty-nine) 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 ST84419/1998.

*Also known as:* 603 Moonlight Heights, Soper Road, Berea, Johannesburg.

*Improvements* (which are not warranted to be correct and are not guaranteed): Bachelor Flat under concrete roof consisting of 1 room, kitchen, bathroom and toilet, 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 any bondholder exceeds the price, interest amounting to the same as interest at the rate of 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 guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The Purchaser shall be liable for and shall pay to the Plaintiff's Conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a Certificate in terms of Section 50 of the Local Government Ordinance (Transvaal) 1939 or any amendment thereto or substitution 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 data 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 Central, Lepus Street, Crown Ext 8, Johannesburg.

Dated at Johannesburg on this the 31st day of January 2002.

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/MOO.7

Case No: 35879/00

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

**In the matter between: BODY CORPORATE MOONLIGHT HEIGHTS, Plaintiff, and PHEFADU A M, Defendant**

On the 8th day of March 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 30, as shown and more fully described on Sectional Plan No SS181/85 in the scheme known as Moonlight Heights, situate at Berea Township, The Greater East Rand Metro, of which section the floor area according to the said Sectional Plan is 37 (thirty-seven) 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 ST52944/1997.

*Also known as:* 406 Moonlight Heights, Soper Road, Berea, Johannesburg.

*Improvements* (which are not warranted to be correct and are not guaranteed): Bachelor Flat under concrete roof consisting of 1 room, kitchen, bathroom and toilet, 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 any bondholder exceeds the price, interest amounting to the same as interest at the rate of 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 guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The Purchaser shall be liable for and shall pay to the Plaintiff's Conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a Certificate in terms of Section 50 of the Local Government Ordinance (Transvaal) 1939 or any amendment thereto or substitution 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 Central, Lepus Street, Crown Ext 8, Johannesburg.

Dated at Johannesburg on this the 31st day of January 2002.

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/MOO.4

Case No. 52020/00

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

**In the matter between BODY CORPORATE PARKLEIGH COURT, Plaintiff, and MALEKA I M J, Defendant**

On the 8th day of March 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 50 as shown and more fully described on Sectional Plan No. SS210/85 in the scheme known as Parkleigh Court, situate at Johannesburg Township, The Greater East Rand Metro, of which section the floor area according to the said sectional plan is 123 (one hundred and twenty three) 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 ST9738/1993, also known as 62 Parleigh Court, Womarans Street, Joubert Park, Johannesburg.

*Improvements* (which are not warranted to be correct and are not guaranteed): Simplex under concrete roof consisting of 2 bedrooms, 1 bathroom, 1 toilet, lounge, dining room, kitchen, 3 balconies.

*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 Johannesburg Municipal Pension Fund 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 guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a Certificate in terms of Section 50 of the Local Government Ordinance (Transvaal), 1939 or any amendment thereto or substitution 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 Central, Lepus Street, Crown Ext 8, Johannesburg.

Dated at Johannesburg on this the 30th day of January 2002.

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/L.38.)



Case No. 36754/95  
PH 176

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

**In the matter between GREATER JOHANNESBURG TRANSITIONAL METROPOLITAN COUNCIL, Plaintiff, and  
HING-BOR (PTY) LTD, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 12 June 1995, the property listed hereunder will be sold in execution at 10h00 on Friday, 8 March 2002 in front of the Magistrate's Court, Fox Street Entrance, Johannesburg namely:

Erf 4922, Johannesburg, measuring 1 090 square metres, situated at 15 Pietersen Street, Johannesburg, held by Deed of Transfer No. T1934/1994.

The property consists of: Viewed from outside—a block of flats known as Crest Hill Flats, which consists of a twelve storey building with 78 one bedroomed flats, 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 Central, 19 Lepus Avenue, Crown Ext 8, Crown Mines, 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 9 January 2002.

Moodie & Robertson, 9th Floor, 209 Smit Street, Braamfontein. [Tel. (011) 403-5171.] P.O. Box 4685, Johannesburg, 2000. (Ref. CD/206182826.)

Case No. 62021/00

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

**In the matter between BODY CORPORATE PARKLEIGH COURT, Plaintiff, and MAREMA T F, Defendant**

On the 8th day of March 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 10 as shown and more fully described on Sectional Plan No SS210/85 in the scheme known as Parkleigh Court, situate at Johannesburg Township, The Greater East Rand Metro, of which section the floor area according to the said Sectional Plan is 116 (one hundred and sixteen) 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 ST15310/1993, also known as 12 Parleigh Court, Womarans Street, Joubert Park, Johannesburg.

*Improvements* (which are not warranted to be correct and are not guaranteed): Simplex under concrete roof consisting of 2 bedrooms, 1 bathroom, 1 toilet, lounge, dining room, kitchen, 3 balconies.

*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 Saambou Bank 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 guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.
4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a Certificate in terms of Section 50 of the Local Government Ordinance (Transvaal), 1939 or any amendment thereto or substitution 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 Central, Lepus Street, Crown Ext 8, Johannesburg.

Dated at Johannesburg on this the 30th day of January 2002.

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/L.39.)

Case No. 95386/99  
PH 176

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

**In the matter between EASTERN METROPOLITAN SUBSTRUCTURE, Plaintiff, and  
KINSEN INVESTMENT (PTY) LTD, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 25 October 2000, the property listed hereunder will be sold in execution at 10h00 on Friday, 8 March 2002 in front of the Magistrate's Court, Fox Street Entrance, Johannesburg namely:

Erf 2000, Johannesburg, measuring 467 square metres, situated at 57 Bok Street, Johannesburg, held by Deed of Transfer No. T8189/1968. The property consists of: Six shops, in the yard a servant's quarter with 3 toilets and one shower, 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 Central, 19 Lepus Avenue, Crown Ext 8, Crown Mines, 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 22 January 2002.

Moodie & Robertson, 9th Floor, 209 Smit Street, Braamfontein. [Tel. (011) 403-5171.] P.O. Box 4685, Johannesburg, 2000. [Ref. CD/205962815 (31625122).]

Case No: 7050/00  
PH 176/M4

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

**In the matter between: EASTERN METROPOLITAN SUBSTRUCTURE, Plaintiff, and MSOMI M, First Defendant,  
MSOMI, A B, Second 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, 8 March 2002, in front of the Magistrate's Court, Fox Street Entrance, Johannesburg, namely:

Erf 1160, Berea, measuring 495 square metres, situated at 77 Mitchell Street, Berea, held by Deed of Transfer No. T18534/1994.

The property consists of: Viewed from outside: A house with two bedrooms, lounge, kitchen, bathroom, carport 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 Central, 19 Lepus Avenue, Crown Ext 8, Crown Mines 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 9 January 2002.

Moodie & Robertson, 9th Floor, 209 Smit Street, Braamfontein. (011) 403 5171. P.O. Box 4685, Johannesburg, 2000. Ref: CD/206191493.



**Case No: 48890/01  
PH176/M4****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG****In the matter between: CITY OF JOHANNESBURG, Plaintiff, and GORDON L, Defendant**

Kindly take notice that pursuant to a Judgment of the above Honourable Court granted on 5 October 2001, the property listed hereunder will be sold in Execution at 10h00 on Friday, 8 March 2002, in front of the Magistrate's Court, Fox Street Entrance, Johannesburg, namely:

Erf 749, Berea, measuring 495 square metres, situated at 50 Hillbrow Street, Berea, held by Deed of Transfer No. T47967/1990 & T14603/1977.

The property consists of: Viewed from outside: A house with two bedrooms, lounge, kitchen, bathroom, carport 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 Central, 19 Lepus Avenue, Crown Ext 8, Crown Mines 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 10 January 2002.

Moodie & Robertson, 9th Floor, 209 Smit Street, Braamfontein. (011) 403 5171. P.O. Box 4685, Johannesburg, 2000.  
Ref: CD/206125056.

**Case No: 26391/98  
PH176/M4****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG****In the matter between: SOUTHERN METROPOLITAN SUBSTRUCTURE, Plaintiff, and MOKOENA, M W, Defendant**

Kindly take notice that pursuant to a Judgment of the above Honourable Court granted on 18 September 1999, the property listed hereunder will be sold in Execution at 10h00 on Friday, 8 March 2002, in front of the Sheriff's Office, 50 Edward Avenue, Westonaria, namely:

Erf 427, Lawley Ext 1, measuring 388 square metres, situated at 427 Catfish Crescent, Lawley Ext 1, held by Deed of Transfer No. T21977/1995.

The property consists of: A house with a tiled roof, two bedrooms, lounge, kitchen and bathroom, 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, Westonaria, 50 Edward Avenue, Westonaria, 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% (Five Percent) of the purchase price of the property sold up to R30 000,00 and 3% (Three Percent) 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 30 January 2002.

Moodie & Robertson, 9th Floor, 209 Smit Street, Braamfontein. (011) 403 5171. P.O. Box 4685, Johannesburg, 2000.  
Ref: CD/500433605C03460983.

**Case No: 136645/97  
PH176/M4****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG****In the matter between: SOUTHERN METROPOLITAN SUBSTRUCTURE, Plaintiff, and MOKOENA K J, Defendant**

Kindly take notice that pursuant to a Judgment of the above Honourable Court granted on 7 October 1998, the property listed hereunder will be sold in Execution at 10h00 on Friday, 8 March 2002, in front of the Sheriff's Office, 50 Edward Avenue, Westonaria, namely:

Erf 1231, Lawley Ext 1, measuring 418 square metres, situated at 1231 Salmon Street, Lawley Ext 1, held by Deed of Transfer No. T43150/95.



The property consists of: A house with a tiled roof, two bedrooms, lounge, kitchen and bathroom, 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, Westonaria, 50 Edward Avenue, Westonaria, 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% (Five Percent) of the purchase price of the property sold up to R30 000,00 and 3% (Three Percent) 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 30 January 2002.

Moodie & Robertson, 9th Floor, 209 Smit Street, Braamfontein. (011) 403 5171. P.O. Box 4685, Johannesburg, 2000.  
Ref: CD/500434084 (03461810).

**Saak No: 14885/2001**

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

**In die saak tussen: BOE BANK BEPERK, Eiser, en JEMINAH LOBINA MONTSHO, Verweerder**

Ter uitwinning van 'n vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 27 November 2001, sal 'n verkoping gehou word op 6 Maart 2002 om 10:00, by die verkoopslokaal van die Balju, 22B Ockerse Str, Krugersdorp van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 11177, Kagiso Uitbreiding 6, gehou deur die Verweerder kragtens Sertifikaat van Geregisteerde Huurpag Nr TL21366/90; groot 286 (twee honderd ses en tagtig); gehou deur verweerder kragtens akte van transport no TL21366/90.

Die eiendom is gesoneer Residensieel 1 en is geleë te 11177 Molopostraat, Kagiso Uitbr 6 en bestaan uit 'n sitkamer; 'n eetkamer; 'n kombuis; 'n gang; twee slaapkamers; 'n badkamer; 'n teëldak met gepleisterde mure en staal vensterrame, alhoewel geen waarborg in hierdie verband gegee word nie.

**Voorwaardes:** 10% van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n Bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopsvoorwaardes kan ingesien word ten kantore van die Balju, 22B Ockerse Str, Krugersdorp.

Gedateer te Roodepoort op die 4 Februarie 2002.

(Get) H C Coetzee, Claassen Coetzee Ing., Eiser se Prokureurs, p/a NBS Bank Bepark, Monumentstraat, Krugersdorp; Posbus 1516, Strubensvallei. Tel: 475-1421/1425. Verw: HCC/LE/N70917/407/01.

**Saak No: 7914/2000**

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

**In die saak tussen: BOE BANK BEPERK, Eiser, en TRAMTRADE TRADING No 2 (Pty) Ltd, Verweerder**

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 6 Julie 2000, sal 'n verkoping gehou word op 8 Maart 2002 om 10:00, by die verkoopslokaal van die Balju, 182 Progress Str, Technikon, Roodepoort van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 87, Floraclyff Dorpsgebied, Registrasie Afdeling I.Q., Gauteng; groot 2169 (twee duisend een honderd nege en sestig) vierkante meter; gehou deur verweerder kragtens akte van transport no T1401/2000.

Die eiendom is gesoneer Residensieel 1 en is geleë te 10 lanweg, Floraclyffe, en bestaan uit 'n sitkamer; 'n gesinskamer; 'n eetkamer; 'n studeerkamer; vyf badkamers; ses slaapkamers; 'n gang; 'n kombuis; 'n spens/opwaskamer; 'n kroeg; bediende kwaterie; 'n stoorkamer; 4 motorhuise; 'n teëldak met gepleisterde mure en staal venster rame en 'n swembad en jacuzzi, alhoewel geen waarborg in hierdie verband gegee word nie.

**Voorwaardes:** 10% van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n Bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopsvoorwaardes kan ingesien word ten kantore van die Balju, 182 Progress Str, Technikon, Roodepoort.

Gedateer te Roodepoort op die 4 Februarie 2002.

(Get) H C Coetzee, Claassen Coetzee Ing., Eiser se Prokureurs, Panorama Kantoor Park, Eenheid 10, Kudustr, Allen's Nek; Posbus 1516, Strubensvallei. Tel: 475-1421/1425. Verw: HCC/LE/N70802/324/00.



**Saak No. 11581/2001****IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ROODEPOORT GEHOU TE ROODEPOORT****In die saak tussen BOE BANK BEPERK, Eiser, en JEFFREY BEZUIDENHOUT, 1st Verweerder, en MARIA GESINA CHRISTINA BEZUIDENHOUT, 2de Verweerder**

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 5 Desember 2001 sal 'n verkoping gehou word op 8 Maart 2002 om 10h00, by die verkoopslokaal van die Balju, 182 Progress Str., Technikon, Roodepoort van die ondervermelde eiendom van die Verweerders onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 884, Roodekrans Uitbreiding 2 Dorpsgebied Registrasie Afdeling I.Q., Gauteng, groot 2 499 (twee duisend vier honderd nege en negentig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport no. T19198/97. Die eiendom is gesoneer Residensiële 1 en is geleë te 2 Chestnutrylaan, Roodekrans Uitbr. 2 en bestaan uit 'n sitkamer, 'n gesinskamer, 'n studeerkamer, twee badkamers, drie slaapkamers, 'n kombuis, 'n gang, 'n dubbel motorhuis, 'n IBR-dak met gepleisterde mure en staal vensterrame alhoewel geen waarborg in hierdie verband gegee word nie.

**Voorwaardes:** 10% van die koopprijs en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n Bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopsvoorwaardes kan ingesien word ten kantore van die Balju, 182 Progress Str., Technikon, Roodepoort.

Gedateer te Roodepoort op die 4 Februarie 2002.

(Get) H C Coetzee, vir Claassen Coetzee Ing., Eiser se Prokureurs, Panorama Kantoor Park, Eenheid 10, Kudustr, Allen's Nek, Posbus 1516, Strubensvallei. (Tel. 475-1421/1425.) (Verw. HCC/LE/N70929/390/01.)

**Saak No. 8243/2001****IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ROODEPOORT GEHOU TE ROODEPOORT****In die saak tussen BOE BANK BEPERK, Eiser, en CHRISTIAAN JACOBUS THEUNISSEN, Verweerder**

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 6 September 2001 sal 'n verkoping gehou word op 8 Maart 2002, om 10h00, by die verkoopslokaal van die Balju, 182 Progress Str., Technikon, Roodepoort van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort gelees sal word ten tye van die verkoping en welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 1040, Discovery Uitbreiding 2 Dorpsgebied, Registrasie Afdeling I.Q., Gauteng, groot 929 (nege honderd nege en twintig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T1786/98. Die eiendom is gesoneer Residensiële 1 en is geleë te 28 Phillipslaan, Discovery Uitbr. 2, en bestaan uit 'n sitkamer, 'n eetkamer, 'n badkamer, drie slaapkamers, 'n gang, 'n kombuis, 'n opwaskamer, bediende kwartiere, 'n motorhuis, 'n teëldak met gepleisterde mure en staal vensterrame alhoewel geen waarborg in hierdie verband gegee word nie.

**Voorwaardes:** 10% van die koopprijs en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopsvoorwaardes kan ingesien word ten kantore van die Balju, 182 Progress Str., Technikon, Roodepoort.

Gedateer te Roodepoort op die 4 Februarie 2002.

(Get) H C Coetzee, vir Claassen Coetzee Inc., Eiser se Prokureurs, Panorama Kantoor Park, Eenheid 10, Kudustr, Allen's Nek, Posbus 1516, Strubensvallei. (Tel. 475-1421/1425.) (Verw. HCC/LE/N70911/351/01.)

**Saak No. 1373/2001****IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KRUGERSDORP GEHOU TE KRUGERSDORP****In die saak tussen BOE BANK BEPERK, Eiser, en ALEXANDER GATES, 1ste Verweerder, en JEANNINE GATES, 2de Verweerder**

Ter uitwinning van 'n vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 22 Februarie 2001 sal 'n verkoping gehou word op 6 Maart 2002 om 10h00, by die verkoopslokaal van die Balju, 22B Ockerse Str., Krugersdorp van die ondervermelde eiendom van die Verweerders onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Erf 316, Silverfields Uitbreiding 1 Dorpsgebied, Registrasie Afdeling I.Q., Gauteng, groot 991 (nege honderd een en negentig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport No. T30175/98. Die eiendom is gesoneer Residensiële 1 en is geleë te 01 Gladwynstraat, Silverfields Uitbr 1 en bestaan uit 'n sitkamer, 'n eetkamer, twee badkamers, drie slaapkamers, 'n gang, 'n kombuis, 'n bediendekamer, twee motorhuise, 'n teëldak met gepleisterde mure en staal vensterrame en 'n swembad alhoewel geen waarborg in hierdie verband gegee word nie.

**Voorwaardes:** 10% van die koopprijs en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopsvoorwaardes kan ingesien word ten kantore van die Balju, 22B Ockerse Str., Krugersdorp.

Gedateer te Roodepoort op die 1 Februarie 2002.

(Get) H C Coetzee, vir Claassen Coetzee Ing., Eiser se Prokureurs, p/a NBS Bank Bepark, Monumentstraat, Krugersdorp; Posbus 1516, Strubensvallei. (Tel. 475-1421/1425.) (Verw. HCC/LE/N70861/760/00.)



Saak No. 3505/99

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

**In die saak tussen BOE BANK BEPERK, Eiser, en OSCAR MANUEL RODRIGUES ALVES, Verweerder**

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 4 Augustus 1999 sal 'n verkoping gehou word op 8 Maart 2002, om 10h00, by die verkoopslokaal van die Balju, 182 Progress Str, Technicon, van die ondervermelde eiendom van die verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal le:

Erf 2712, Weltevredenpark Uitbreiding 24 Dorpsgebied, Registrasie Afdeling I.Q., Gauteng, groot 1258 (een duisend twee honderd ag en vyftig) vierkante meter, gehou deur verweerder kragtens Akte van Transport no T20488/95.

Die eiendom is gesoneer Residensieel 1 en is geleë te 31 Candelwoodstraat, Weltevredenpark Uitbr 24 en bestaan uit 'n sitkamer, 'n eetkamer, 'n studeerkamer, twee badkamers, drie slaapkamers, 'n gang, 'n kombuis, bediende kwartiere, 'n dubbel motorhuis, 'n teëldak met gepleisterde mure en staal vensterrame en 'n swembad alhoewel geen waarborg in hierdie verband gegee word nie.

**Voorwaardes:** 10% van die koopprijs en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopsvoorwaardes kan ingesien word ten kantore van die Balju, 182 Progress Str, Technicon.

Gedateer te Roodepoort op die 6 Februarie 2002.

H C Coetzee, Claassen Coetzee Ing., Eiser se prokureurs, Panorama Kantoor Park, Eenheid 10, Kudustr, Allen's Nek, Posbus 1516, Strubensvallei. (Tel. 475-1421/1425.) (Verw. HCC/LE/N70502/281/99.)

Saak NO. 14782/99

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

**In die saak tussen BOE BANK BEPERK, Eiser, en RENIER ROETS, 1ste Verweerder, en ANNA SUSANNA ROETS, 2de Verweerder**

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 6 Januarie 2000, sal 'n verkoping gehou word op 8 Maart 2002, om 10h00, by die verkoopslokaal van die Balju, 182 Progress Str, Technicon, van die ondervermelde eiendom van die verweerdere onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal le:

Erf 749, Lindhaven Uitbreiding 2 Dorpsgebied, Registrasie Afdeling I.Q., Gauteng, groot 822 (agt honderd twee en twintig) vierkante meter, gehou deur verweerdere kragtens akte van transport no T61212/94.

Die eiendom is gesoneer Residensieel 1 en is geleë te 311 Italenistraat, Lindhaven Uitbr 2 en bestaan uit 'n sitkamer, 'n eetkamer, twee badkamers, drie slaapkamers, 'n gang, 'n kombuis, 'n stoorkamer, 'n motorhuis, 'n teëldak met baksteen mure en staal venster rame en 'n swembad alhoewel geen waarborg in hierdie verband gegee word nie.

**Voorwaardes:** 10% van die koopprijs en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die dtum van die verkoping aan die Balju verskaf word. Die volledige verkoopsvoorwaardes kan ingesien word ten kantore van die Balju, 182 Progress Str, Technicon.

Gedateer te Roodepoort op die 5 Februarie 2002.

H C Coetzee, Claassen Coetzee Ing., Eiser se Prokureurs, Panorama Kantoor Park, Eenheid 10, Kudustr, Allen's Nek, Posbus 1516, Strubensvallei. (Tel. 475-1421/1425.) (Verw. HCC/LE/N70659/659/99.)

Case No. 10515/96  
PH 267IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between ABSA BANK LIMITED, Plaintiff, and FERREIRA, JOSE CECILIO, 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 7th March 2002, at 10:00 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 Johannesburg East at Ground Floor, 69 Juta Street, Johannesburg:

Erf 799, Kensington Township, Registration Division I.R., Province of Gauteng, measuring 495 m<sup>2</sup> (four hundred and ninety five square metres), held by the Defendant under Deed of Transfer Number T4855/1967, being 11 Kent Street, Kensington, Johannesburg.

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

The property consists of entrance hall, lounge, dining room, four bedrooms, kitchen, bathroom/toilet, bathroom/shower, stoep, single garage, servants quarters, toilet, laundry.



**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 25th day of January 2002.

Routledge-Modise, Plaintiff's Attorneys, 7th Floor, Colosseum, 41 Kruis Street, Johannesburg. [Tel. (011) 331-0511.] [Fax. (011) 331-0711.] (Ref. ZB4929/JHBFCLS/Ms Nkotsoe.)

**Case No. 19103/99**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and MAWUNDA, OBI JAMES, First Defendant, and  
MAWUNDA, NKALE ALINA, Second Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, in front of the Magistrate's Court, 72 Van Zyl Smit Street, Oberholzer, on Friday, the 8th March 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, Oberholzer, at Plot 39, Watersedge, Oberholzer:

Erf 138, Oberholzer Township, Registration Division I.Q., the Province of Gauteng, measuring 1 115 m<sup>2</sup> (one thousand one hundred and fifteen square metres), held by the Defendants under Deed of Transfer Number, T37380/95, being 33 Erns Street, Oberholzer.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining room, kitchen, four bedrooms, bathroom/shower/w.c., family room, scullery, dressing room, double garage, servant's room and outside toilet.

**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, 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 (three hundred rand).

Dated at Johannesburg this the 24th day of January 2002.

Routledge-Modise, Plaintiff's Attorneys, 7th Floor, Colosseum, 41 Kruis Street, Johannesburg. [Tel. (011) 331-0511.] [Telefax (011) 331-0711.] (Ref. ZB6417/JHBFCLS/Ms Nkotsoe.)

**Case No. 92/30740  
PH 267**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and NIXON, NEAL THOMAS, First Defendant, and  
BELL, CHRISTINE, 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 10 Conduit Street, Kensington B, Randburg, on Tuesday, the 5th March 2002 at 13h00 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, Randburg, at 9 Elna Rand Hof, c/o Belkirk Avenue and Blairgowrie Drive, Randburg.

Erf 18, Meadowhurst Township, Registration Division I.R., Province of Gauteng, measuring 1 470 m<sup>2</sup> (one thousand four hundred and seventy square metres), held by the Defendants under Deed of Transfer Number T59394/88, being 6 Royce Road, Meadowhurst.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining room, kitchen, 2 bedrooms, bathroom/toilet, toilet/shower, single garage, workshop.

**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, 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 (three hundred rand).

Dated at Johannesburg this the 16th day of January 2002.

Routledge-Modise, Plaintiff's Attorneys, 7th Floor, Colosseum, 41 Kruis Street, Johannesburg. [Tel. (011) 331-0511.] [Telefax (011) 331-0711.] (Ref. ZB8109/JHBFCLS/JD/Ms Nkotsoe.)



Case No. 99/16251  
PH 267IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between ABSA BANK LIMITED, Plaintiff, and TUTT, ASHLEIGH LYNN, 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 10 Conduit Street, Kensington B, Randburg, on Tuesday, the 5th March 2002 at 13h00 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, Randburg, at 9 Elna Rand Hof, c/o Selkirk Avenue and Blairgowrie Drive, Randburg.

Erf 1251, Blairgowrie Township, Registration Division I.Q., Province of Gauteng, measuring 959 m<sup>2</sup> (nine hundred and fifty nine square metres), held by the Defendant under Deed of Transfer Number 24549/1994, being 125 Standard Drive, Blairgowrie, Randburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining room, kitchen, 3 bedrooms, bathroom/toilet/shower, single garage, servants quarters, outside bathroom/toilet.

**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, 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 (three hundred rand).

Dated at Johannesburg this the 11th day of January 2002.

Routledge-Modise, Plaintiff's Attorneys, 7th Floor, Colosseum, 41 Kruis Street, Johannesburg. [Tel. (011) 331-0511.] [Telefax (011) 331-0711.] (Ref. ZB6478/JHBFCLS/Ms Nkotsoe.)

Case No. 2000/10427  
PH 267IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between ABSA BANK LIMITED, Plaintiff, and CHABALALA, HLENGANE JEALOUS, 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, Ground Floor, 69 Juta Street, Braamfontein, on thursday, the 7th March 2002 at 10:00 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, Soweto West, at 7 Amalgam Place, Amalgam, Johannesburg:

Erf 4196, Protea Glen Extension 3 Township, Registration Division I.Q., Province of Gauteng, measuring 240 m<sup>2</sup> (two hundred and forty square metres), held by the Defendant under Deed of Transfer Number T53872/1996, being 4195 Protea Glen Extension 3, Soweto.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, kitchen, dining room, 2 bedrooms, bathroom, separate toilet.

**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, 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 (three hundred rand).

Dated at Johannesburg this the 23rd day of January 2002.

Routledge-Modise, Plaintiff's Attorneys, 7th Floor, Colosseum, 41 Kruis Street, Johannesburg. [Tel. (011) 331-0511.] [Telefax (011) 331-0711.] (Ref. ZB7300/JHBFCLS/JD/Ms Nkotsoe.)

Case No. 22965/95  
PH 267IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between ABSA BANK LIMITED, Plaintiff, and NAIDOO, MANGI JAGANA KULU, First Defendant, and NAIDOO, VISVAMONEY, 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, Ground Floor, at 50 Edwards Avenue, Westonaria, on Friday, the 8th March 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, Westonaria, at 50 Edwards Avenue, Westonaria:



Erf 1544, Lenasia South Township, Registration Division I.Q., the Province of Gauteng, measuring 642 m<sup>2</sup> (six hundred and forty two square metres), held by the Defendants under Deed of Transfer Number T6223/1993, being 1544 Heron Street, Lenasia South.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining room, three bedrooms, family room, study, bathroom/w.c., shower/w.c. and kitchen.

**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, 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 (three hundred rand).

Dated at Johannesburg this the 26th day of January 2002.

Routledge-Modise, Plaintiff's Attorneys, 7th Floor, Colosseum, 41 Kruis Street, Johannesburg. [Tel. (011) 331-0511.] [Telefax (011) 331-0711.] (Ref. ZA6298/JHBFCLS/Ms Nkotsoe.)

**Saak No. 12630/01**

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

##### In die saak tussen: **BOE BANK BEPERK, Eiser, en SHUMANI MUTHILO, Verweerder**

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 10 Desember 2001 sal 'n verkoping gehou word op 8 Maart 2002 om 10h00, by die verkoopslokaal van die Balju, 182 Progress Straat, Technikon, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 1080, Florida Uitbreiding Dorpsgebied Registrasie Afdeling I.Q., Gauteng, groot 1 114 (een duisend een honderd en veertien) vierkante meter, gehou deur Verweerder kragtens Akte van Transport No. T69633/2000. Die eiendom is gesoneer Residensieel 1 en is geleë te 95 Railstraat, Florida Uitb., en bestaan uit 'n sitkamer, twee badkamers, drie slaapkamers, 'n gang, 'n kombuis, 'n sinkdak met baksteen mure en staal venster rame, bediende kwartiere en 'n enkel motorhuis alhoewel geen waarborg in hierdie verband gegee word nie.

**Voorwaardes:** 10% van die koopprijs en afslaaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopsvoorwaardes kan ingesien word ten kantore van die Balju, 182 Progress Straat, Technikon.

Gedateer te Roodepoort op die 6 Februarie 2002.

H C Coetzee, Claassen Coetzee Ing., Eiser se Prokureurs, Panorama Kantoor Park, Eenheid 10, Kudustraart, Allen's Nek; Posbus 1516, Strubensvallei. (Tel. 475-1421/1425.) (Verw. HCC/LE/N70936/519/01.)

**Case No: 2001/1305**

**PH 267**

#### IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

##### In the matter between: **ABSA BANK LIMITED, Plaintiff, and RAMMALA, KEFILOE LENA, 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 7th March 2002 at 10:00, 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, Johannesburg Central, at 29 Lepus Street, Crown Extension 8, Johannesburg.

Section No. 142, as shown and more fully described on Sectional Plan No. SS144/1984, in the scheme known as Park Mansions, in respect of the land and building or buildings situate at Johannesburg Township, Local Authority: Greater Johannesburg Transitional Metropolitan Council—Southern Metropolitan Local Council and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section, in accordance with the participation quota of the said section, measuring 42 m<sup>2</sup> (forty two square metres), held by the Defendant under Deed of Transfer Number ST38595/1992, being Flat 1009, Park Mansions, Van der Merwe Street, Hillbrow, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of: Kitchen, one bedroom, bathroom/toilet.

**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 R300,00 (three hundred rand).

Dated at Johannesburg on this the 18th day of January 2002.

Routledge-Modise, Plaintiff's Attorneys, 7th Floor, Colosseum, 41 Kruis Street, Johannesburg. [Tel. (011) 331-0511.] [Telefax: (011) 331-0711.] (Ref: ZA8032/JHBFCLS/Ms Nkotsoe.)

Case Number: 2001/2938  
PH 631

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

**In the matter between FBC, FIDELITY BANK LIMITED, Plaintiff, and SOUNDS COOL AIRCONDITIONING & SOUND CENTRE CC, First Defendant, PHILLIP LARRY BASS, Second Defendant, and PAUL BASS, Third Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale with/without reserve will be held by the Sheriff of the High Court, Kempton Park, at the premises being 5 Commando Street, Rhodesfield, Kempton Park, on Tuesday, 12th March 2002 at 09:00 of the undermentioned property of the First Defendant, on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the High Court, 105 Commissioner Street, Kempton Park.

Erf 11, Rhodesfield Township, Registration Division I.R., Province of Gauteng, measuring 1 115 square metres held by Deed of Transfer T58739/1997.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of: A converted residential house, single storey. Brick building with external walls, which have been painted and rendered under a pitched roof. To the side is constructed a single storey workshop with an additional workshop behind whilst the house itself provides offices, stores, kitchen and ablution. The inside of the office area has walls that are painted, plastered, plasterboard ceilings and carpets to the concrete floor. Internal walls are brick which have been plastered.

**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 R300,00 (three hundred rand).

Dated at Johannesburg on this the 1st day of February 2002.

C. Fourie, vir Routledge-Modise, Plaintiff's Attorneys, 7th Floor, Colosseum Building, 41 Kruis Street, Johannesburg; P O Box 78333, Sandton City, 2146. [Tel. (011) 286-6900.] (Ref: Mr Fourie/Louisa/IA4850.)

Case Number: 7368/2000  
PH 444

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and STEVENS, NOEL NATHAN, First Defendant, and STEVENS, SILVIA MONA, 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, 4 Angus Street, Germiston South, on 11 March 2002 at 10H00 of the undermentioned property of the Defendants on the conditions which may be inspected at the offices of the Sheriff at 4 Angus Street, Germiston South, prior to the sale.

Certain: Erf 615, Delville Township, Registration Division I.R., Province of Gauteng, being 43 Elsburg Road, Delville, Germiston, measuring 1 587 (one thousand five hundred and eighty seven) square metres; held under Deed of Transfer No. T6452/98.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed. *Main building:* Tiles roof residence comprising lounge, dining room, kitchen, 3 bedrooms, single garage, servant's room.

Dated at Boksburg on 31 January 2002.

HP&D Attorneys, Attorneys for Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel: (011) 874-1800.] (Ref: 900529/Luanne West.) (Bond Account No: 8113570100101.)



**Case Number: 22361/01  
PH 444**

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

**In the matter between BOE BANK LIMITED, Plaintiff, and MPILA, FREDDY, First Defendant, and  
MPILA, PHINDILE ROSELINA, 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, 1st Floor, Terrace Building, 1 Eaton Terrace Street, Alberton, on 12 March 2002 at 10h00 of the undermentioned property of the Defendants on the conditions which may be inspected at the offices of the Sheriff, 1st Floor, Terrace Building, 1 Eaton Terrace Street, Alberton, prior to the sale.

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

*Certain:* Erf 1545, Othandweni Extension 1 Township, Registration Division I.R., Province of Gauteng, being 1 545 Othandweni Ext 1, Tokoza, Alberton, measuring 240 (two hundred and forty) square metres; held under Deed of Transfer No. TL15963/91.

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.

Dated at Boksburg on 31 January 2002.

HP&D Attorneys, Attorneys for Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel: (011) 874-1800.] (Ref: 610672/L West/R Kok.) (Bond Account No: 8140149306.)

**Case Number: 12081/2000  
PH 444**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and KAU, LIPSON MOTTHUDI,  
First Defendant, and KAU, INNOCENTIA NELISWA, 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 08 March 2002 at 11h00 of the undermentioned property of the Defendants on the conditions which may be inspected at the offices of the Sheriff, 439 Prince George Avenue, Brakpan, prior to the sale.

*Certain:* Portion 22 of Erf 1394, Leachville Extension 3 Township, Registration Division IR, Province of Gauteng, being 4 Gifboom Avenue, Leachville Ext 3, Brakpan, measuring 316 (three hundred and sixteen) square metres, held under Deed of Transfer No. T84313/98.

*Property zoned:* Residential 1.

*Height:* Two 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 face brick residence under cement tiles pitched roof comprising lounge, kitchen, 2 bedrooms, bathroom. Outside buildings: There are no outbuildings on the premises.

Dated at Boksburg on 29 January 2002.

HP&D Attorneys, Attorneys for Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel: (011) 874-1800.] (Ref: 900627/Luanne West.) (Bond Account No: 8146303300101.)

**Case Number: 2001/10391  
PH 267**

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

**In the matter between SYFRETS MORTGAGE NOMINEES LTD, Plaintiff, and  
SHEIK HOOSEIN KAHN, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale with/without reserve will be held by the Sheriff of the High Court, Johannesburg Central, at 69 Juta Street, Braamfontein, on Thursday, 7th March 2002 at 10:00 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, Johannesburg Central, at 69 Juta Street, Braamfontein.



Erf 316, Newtown Township, Registration Division I.R., Transvaal, measuring 690 square metres held by Deed of Transfer T6339/1995.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: A double storey building of conventional brick construction, plastered internally and externally. The roof is single pitched, timber frame with IBR.

*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 R300,00 (three hundred rand).

Dated at Johannesburg on this the 8th day of February 2002.

C. Fourie, vir Routledge-Modise, Plaintiff's Attorneys, 7th Floor, Colosseum Building, 41 Kruis Street, Johannesburg; P O Box 78333, Sandton City, 2146. [Tel. (011) 286-6900.] (Ref: Mr Fourie/Louisa/199698.)

**Case No: 9390/00**

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

**In the matter between BODY CORPORATE DALVIEW, Plaintiff, and MASHAMBA, MATSELISO VICTORIA, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Brakpan on the 22 February 2001 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 08 March 2002 at 11H00 at the offices of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder.

*A unit consisting of:*

(a) Section No. 12, as shown and more fully described on Sectional Plan No. SS182/92, in the scheme known as Dalview, in respect of the building or buildings situate at Erf 2810, Brakpan, of which section the floor area, according to the said sectional plan, is 62 (sixty two) 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. ST2494/1997.

(b) An exclusive use area described as Parking No. P3, measuring 14 (fourteen) square metres being as such part of the common property, comprising the land and the scheme known as Dalview, in respect of the land and building or buildings situate at Erf 2810, Brakpan, as shown and more fully described on Sectional Plan No. SS182/92, held under Notarial Deed of Cession No. Number SK201/1997S, situate at Unit No. 12 Dalview, 160 Kingsway Avenue, Brakpan.

*Property zoned:* General.

*Height:* (H4) four storeys/16m.

*Cover:* 60%.

*Build line:* 0 metre.

The following improvements are reported to be on the property, but nothing is guaranteed. *Main building:* Reasonable condition, flat in block of flats (2nd floor), face brick, IBR zinc sheet, flat roof. Comprising lounge, dining room, kitchen, 1 bedroom, 1 bathroom & parking (PB3). *Outside buildings:* There are no outbuildings on the premises. *Sundries:* 4 sides face brick.

*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, Brakpan.

Dated at Boksburg on 04 February 2002.

HP&D Attorneys, Attorneys for Plaintiff, c/o 291 Prince George Avenue, Brakpan. [Tel: (011) 874-1800.] (Ref: 520490/D Whitson.)



Case No: 6936/97  
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  
JOHNNY VOGEL ONTWIKKELAARS CC, First 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, 1st Floor, Terrace Building, 1 Eaton Terrace Street, Alberton, on 12 March 2002 at 10h00 of the undermentioned property of the Defendant on the conditions which may be inspected at the offices of the Sheriff, 1st Floor, Terrace Building, 1 Eaton Terrace Street, Alberton, prior to the sale.

Certain: Erf 324, Brackenhurst Township, Registration Division I.R., Province of Gauteng, being 18 McBride Street, Brackenhurst, Alberton, measuring 2690 (two thousand six hundred and ninety) square metres; held under Deed of Transfer No. T16319/95.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed. *Main building:* Residence comprising entrance, lounge, family room, dining room, kitchen, ELO & HOB, scullery, 4 bedrooms, 2 bathrooms, 3 w/c's, guest w/c. *Outside buildings:* Double garage, double carport, 2 servants room, 1 w/c & shower, laundry. *Sundries:* Slasto paving, rock screen walls, security doors, borehole.

Dated at Boksburg on 23 January 2002.

HP&D Attorneys, Attorneys for Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel: (011) 874-1800.] (Ref: N00699/L West/R Kok.) (Bond Account No: 8140208588.)

Case No: 15797/2000

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

**In the matter between FBC FIDELITY BANK LTD, Plaintiff, and NGWEPE, MPHASHANE JOHANNAH,  
First Defendant, and NGWEPE, LESIBA GILBERT, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Germiston on the 15 September 2000 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 11 March 2002 at 10H00 at the offices of the Sheriff, 4 Angus Street, Germiston South, to the highest bidder.

Certain Portion 192 (a portion of Portion 180) of Erf 196, Klippoortje Agricultural Lots Township, Registration Division I.R., Province of Gauteng, situate at Portion 192 (a portion of Portion 180) of Erf 196, Klippoortje Agricultural Lots, Germiston, measuring 480 (four hundred and eighty) square metres; held under Deed of Transfer No. T17358/1999.

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, Germiston South.

Dated at Boksburg on 04 February 2002.

HP&D Attorneys, Attorneys for Plaintiff, c/o Mark Yammin Hammond & Partners, 6th Floor, Bedford Gardens, Bedford Centre, Bedfordview. [Tel: (011) 874-1800.] (Ref: F25607/D Whitson.) (Bond Account No. 23797406015.)

Case Number: 2001/6131  
PH 444IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between ABSA BANK LTD, Plaintiff, and MANGWANE, MPHILIP PAULUS,  
First Defendant, and MSIBI, LETTAH 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, 182 Leeuwpoot Street, Boksburg, on 08 March 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 16114, Vosloorus Ext 16, Registration Division IR, Province of Gauteng, being 16114 Vosloorus Ext 16, Boksburg, measuring 362 (three hundred and sixty two) square metres; held under Deed of Transfer No. T67364/99.

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 31 January 2002.

HP&D Attorneys, Attorneys for Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel: (011) 874-1800.] (Ref: 800794/D Whitson.) (Bond Account No: 8051518323.)

**Case No: 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 06 March 2002 at 11H00 at the 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 25 January 2002.

HP&D Attorneys, Attorneys for Plaintiff, Blocks 4, 5 & 6, HP&D Park, Pond Road, East Rand Mall. [Tel: (011) 874-1800.] (Ref: 520483/D Whitson.)

**Case No: 1999/20267  
PH 444**

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

**In the matter between ABSA BANK LTD, Plaintiff, and MASEKO, VICTOR MTANKI, First Defendant, and  
MASEKO, WINNIE THANDEKA, 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 08 March 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 2498, Dawn Park Ext 4 Township, Registration Division I.R., Province of Gauteng, being 5 Mercedes Street, Dawn Park Ext 4, Boksburg, measuring 815 (eight hundred and fifteen) square metres; held under Deed of Transfer No. T27930/97.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed. *Main building:* Building comprises of lounge, diningroom, family room, 3 bedrooms, bath & w/c, kitchen, double garage & w/c.

Dated at Boksburg on 05 February 2002.

HP&D Attorneys, Attorneys for Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel: (011) 874-1800.] (Ref: 800434/D Whitson.) (Bond Account No: 8045867099.)



Case Number: 2001/7662  
PH 444

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

**In the matter between ABSA BANK LTD, Plaintiff, and MABILU, ELEK ELVIS,  
First Defendant, and MABILU, EUNICE KHOSI, 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 March 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 30177, Daveyton Township, Registration Division IR, Province of Gauteng, being 30177 Daveyton, Benoni, measuring 308 (three hundred and eight) square metres; held under Deed of Transfer No. TL20187/1988.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed. *Main building:* Lounge, dining room, kitchen, 3 bedrooms, bathroom & w/c.

Dated at Boksburg on 05 February 2002.

HP&D Attorneys, Attorneys for Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel: (011) 874-1800.] (Ref: 700525/Lauryn Keel.) (Bond Account No: 56674519.)

Case Number: 2001/25384  
PH 444

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

**In the matter between BOE BANK LIMITED, Plaintiff, and VAN ASWEGEN, JACOBUS LUCAS MARTHINUS,  
First Defendant, and VAN ASWEGEN, JENETTA ERICA, 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, Springs, 56-12th Street, Springs, on 15 March 2002 at 11h00 of the undermentioned property of the Defendants on the conditions which may be inspected at the office of the Sheriff, 56-12th Street, Springs, prior to the sale.

Certain: Erf 31, Krugersrus Township, Registration Division IR, Province of Gauteng, being 18 St Blaize Road, Krugersrus, Springs, measuring 820 (eight hundred and twenty) square metres; held under Deed of Transfer No. T49239/2000.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed. *Main building:* Residence comprising lounge, dining room, family room, kitchen, 3 bedrooms, 2 bathrooms, 2 w/c. *Outside buildings:* 1 w/c. *Sundries:* Concrete paving, patios, braai area.

Dated at Boksburg on 11 February 2002.

HP&D Attorneys, Attorneys for Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel: (011) 874-1800.] (Ref: 610687/L West/R Kok.) (Bond Account No: 8140275256.)

Case No: 9481/96

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

**In the matter between BOE BANK LIMITED, formerly known as NBS Bank Limited, Plaintiff, and MOJAPELO,  
LESETJA LAZARUS, First Defendant, and MOJAPELO, MAGDELINE MONANTSI, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on the 12 September 1996 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 15 March 2002 at 11h15 at the offices of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder.

*Certain:* Erf 6552, Vosloorus Extension 9 Township, Registration Division IR, Province of Gauteng, situate at 6552, Seinoli Street, Vosloorus Ext 9, Boksburg, measuring 400 (four hundred) square metres, held under Deed of Transfer No. TL40311/90.

The following improvements are reported to be on the property, but nothing is guaranteed. *Main building:* Residence comprising lounge, kitchen, 2 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 22 January 2002.

HP&D Attorneys, Attorneys for Plaintiff, Blocks 4, 5 & 6, HP&D Park, Pond Road, East Rand Mall. [Tel: (011) 874-1800.] (Ref: N00559/L West/R Kok.) (Bond Account No: 8140148669.)

Case Number: 2001/13737

PH 444

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LTD, Plaintiff, and  
STREAK, JASON COMRIE, 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 March 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 1736, Benoni Township, Registration Division IR, Province of Gauteng, being 142 Newlands Avenue, Benoni, measuring 991 (nine hundred and ninety one) square metres, held under Deed of Transfer No. T48965/2000.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed. *Main building:* Entrance hall, lounge, dining room, kitchen, scullery, TV room, 4 bedrooms, 2 bathrooms, bath/sh/wc. *Outside buildings:* Double garage, 2 carports, servant's quarters, laundry.

Dated at Boksburg on 18 January 2002.

HP&D Attorneys, Attorneys for Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel: (011) 874-1800.] (Ref: 800809/D Whitson.) (Bond Account No: 8052558978.)

Case Number: 30593/99

PH 444

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  
MULLIGAN, GRAHAM 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 13 March 2002 at 11h00 of the undermentioned property of the Defendant on the conditions which may be inspected at the office of the Sheriff at 1st Floor, Tandela House, cnr De Wet and 12th Avenue, Edenvale, prior to the sale.

*A unit consisting of:*

(a) Section No. 107, as shown and more fully described on Sectional Plan No. SS330/96, in the scheme known as Victoria Square, in respect of the building or buildings situate at Eden Glen Extension 29 Township and Eden Glen Extension 47 Township, North East Rand Transitional Metropolitan Council (Edenvale/Modderfontein Substructure), of which section the floor area, according to the said sectional plan, is 68 (sixty 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. ST57832/96 situate at Flat No. 107, Victoria Square, Harris Road, Eden Glen, Germiston.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed. *Main building:* A flat comprising lounge, kitchen, 2 bedrooms, 1 bathroom, 1 w/c, 1 carport.

Dated at Boksburg on 16 January 2002.

HP&D Attorneys, Attorneys for Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel: (011) 874-1800.] (Ref: 610310/L West/R Kok.) (Bond Account No: 8730148956.)



Case Number: 16939/2001  
PH 444

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

**In the matter between ABSA BANK LTD, Plaintiff, and REID, GERT PETRUS, First Defendant, and  
REID, FRANSINA JOHANNA SUSANA, 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, 22B Klaburn Court, cnr Ockerse & Rissik Streets, Krugersdorp, on 06 March 2002 at 10h00 of the undermentioned property of the Defendants on the conditions which may be inspected at the offices of the Sheriff, 22B Klaburn Court, cnr Ockerse & Rissik Streets, Krugersdorp, prior to the sale.

*Certain:* Erf 342, Lewisham Township, Registration Division I.Q., Province of Gauteng, being 52 Marcom Street, Lewisham, Krugersdorp, measuring 388 (three hundred and eighty eight) square metres, held under Deed of Transfer No. T19988/1992.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed. *Main building:* Lounge, kitchen, 2 bedrooms, bathroom. *Outside buildings:* Garage.

Dated at Boksburg on 21 January 2002.

HP&D Attorneys, Attorneys for Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel: (011) 874-1800.]  
(Ref: 800872/D Whitson.) (Bond Account No: 8024835621.)

Case Number: 19276/01  
PH 444

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SEAKAMELA, ABSOLOM,  
First Defendant, and SEAKAMELA, MARTHA, 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, 4 Angus Street, Germiston South, on 11 March 2002 at 10h00 of the undermentioned property of the Defendants on the conditions which may be inspected at the offices of the Sheriff at 4 Angus Street, Germiston South, prior to the sale.

*Certain:* Erf 10, Elspark Township, Registration Division IR, Province of Gauteng, being 18 Pelican Street, Elspark, Germiston, measuring 1 083 (one thousand and eighty three) square metres; held under Deed of Transfer No. T74673/2000.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed. *Main building:* Single storey residence under tiled roof consisting of normal living quarters. *Outside buildings:* Single garage, servant's room. *Sundries:* Pre-cast walling.

Dated at Boksburg on 24 January 2002.

HP&D Attorneys, Attorneys for Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel: (011) 874-1800.]  
(Ref: 901018/L West/R Kok.) (Bond Account No: 8260 0369 00101.)

Case Number: 99/19686  
PH 444

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

**In the matter between ABSA BANK LTD, Plaintiff, and MABASA, YINGANI WILLIAM, First Defendant, and  
MABASA, MARIA, 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 Leeuwoort Street, Boksburg, on 08 March 2002 at 11h15 of the undermentioned property of the Defendants on the conditions which may be inspected at the office of the Sheriff, 182 Leeuwoort Street, Boksburg, prior to the sale.

*Certain:* Erf 8103, Vosloorus Extension 9 Township, Registration Division IR, Province of Gauteng, being 8103 Vosloorus Extension 9, Boksburg, measuring 300 (three hundred) square metres; held under Deed of Transfer No. TL17362/1988.



The following information is furnished *re* the improvements, though in this respect nothing is guaranteed. *Main building:* Lounge, dining room, kitchen, 2 bedrooms, bathroom. *Outside buildings:* Double garage, servant's quarters.

Dated at Boksburg on 29 January 2002.

HP&D Attorneys, Attorneys for Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel: (011) 874-1800.] (Ref: 800429/D Whitson.) (Bond Account No: 8011816387.)

Case Number: 2001/9982  
PH 444

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

**In the matter between FIRSTRAND BANK LTD, formerly known as First National Bank of Southern Africa Limited, Plaintiff, and DE LANGE, JAN ADRIAAN, First Defendant, and DE LANGE, ELEANOR, 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 105 Commissioner Street, Kempton Park, on 14 March 2002 at 10h00 of the undermentioned property of the Defendants on the conditions which may be inspected at 105 Commissioner Street, Kempton Park, prior to the sale.

*A unit consisting of:*

(a) Section No. 14, as shown and more fully described on Sectional Plan No. SS504/93, in the scheme known as Coral Grove, in respect of the building or buildings situate at Erf 1868, Glen Marais Extension 6 Township, Local Authority of Kempton Park/Tembisa Metropolitan Substructure of which section the floor area, according to the said sectional plan, is 228 (two hundred and twenty 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. ST5628/98, situate at Unit 14, Coral Grove, Fiskaal Street, Glen Marais Ext 6, Kempton Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed. *Main building:* Residence comprising lounge, dining room, 3 bedrooms, kitchen, 2 bathrooms, 2 toilets, study, TV room. *Outside buildings:* 2 garages, driveway.

Dated at Boksburg on 30 January 2002.

HP&D Attorneys, Attorneys for Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel: (011) 874-1800.] (Ref: 600761/L West/R Kok.) (Bond Account No: 3000003794371.)

Case No. 18359/2001

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and MAASDORP: TOYER, Defendant, MAASDORP: FATIMA, 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, Vereeniging, at 28 Kruger Avenue, Vereeniging, on Thursday, the 7 March 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 1003, Zakariyya Park Extension 4 Township, Registration Division I.Q., Province of Gauteng.

*Situation:* 1003 Thyme Close, Zakariyya Park Extension 4.

*Area:* 432 (four hundred and thirty two) square metres.

*Improvements* (not guaranteed): 3 bedrooms, bathroom, 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 24th day of January 2002.

Tonkin Clacey & Lowndes, Attorneys for Plaintiff, 1st Floor, Avonwold House, 24 Baker Street, Rosebank, Johannesburg. Tel. 880-6695. Ref. Z8153E/mgh/tf.



Case No. 7587/2000

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and MOEKETSI: DANIEL MATABE, First Defendant,  
MOEKETSI: NOMSA SARAH, 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, Halfway House-Alexandra, at 10 Conduit Street, Kensington 'B', Randburg, on Tuesday, the 5 March 2002 at 13h00 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, Halfway House-Alexandra at 614 James Crescent, Halfway House, prior to the sale:

*Certain:* Erf 849, situate in the Township of Vorna Valley Extension 2, Registration Division IR, Transvaal.

*Situation:* 849 Barbara Place, Vorna Valley Extension 2.

*Area:* 1027 (one thousand and twenty seven) square metres.

*Improvements* (not guaranteed): 3 bedrooms, 2 bathrooms, 4 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 24 day of January 2002.

Tonkin Clacey & Lowndes, Attorneys for Plaintiff, 1st Floor, Avonwold House, 24 Baker Street, Rosebank, Johannesburg.  
Tel. 880-6695. Ref. N6047E/mgh/tf.

Case No. 7693/2000

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and ZENGELE: SIBONGILE MERCY, 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, Vereeniging, at 28 Kruger Avenue, Vereeniging, on Thursday, the 7 March 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:* All right, title and interest in the leasehold in respect of Erf 295, Drieziek Extension 2 Township, Registration Division I.Q., the Province of Gauteng.

*Situation:* 295 Drieziek Extension 2.

*Area:* 203 (two hundred and three) square metres.

*Improvements* (not guaranteed): 2 bedrooms, bathroom, 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 23 day of January 2002.

Tonkin Clacey & Lowndes, Attorneys for Plaintiff, 1st Floor, Avonwold House, 24 Baker Street, Rosebank, Johannesburg.  
Tel. 880-6695. Ref. Z8002E/mgh/tf.

Case Number: 2001/7955  
PH 444

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

**In the matter between: ABSA BANK LTD, Plaintiff, and DE LANGE: FRANCOIS, First Defendant,  
DE LANGE: ELIZABETH MARIA SUSANNA, 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 7 March 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 2344, Benoni Township, Registration Division I.R., Province of Gauteng, being 46 Third Avenue, Northmead, Benoni.

*Measuring:* 1190 (one thousand one hundred and ninety) Square metres; held under Deed of Transfer No. T4715/2000.

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

*Main building:* Entrance hall, lounge, dining room, kitchen, 2 bedrooms, 2 bathrooms, bath/sh/wc.

*Outside buildings:* Single garage, servant's quarters.

Dated at Boksburg on 15 January 2002.

HP & D Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. Ref: 800812/D Whitson.  
Tel: (011) 874-1800. Bond Account No: 8051619606.

**Case No. 15324/2001**

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

**In the matter between: FIRSTRAND BANK LIMITED, Plaintiff, and MARGRO: VERNON FREDERICK, 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, Johannesburg East, at 69 Juta Street, Braamfontein, on Thursday, the 7 March 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:* Remaining extent of Erf 1544, Bezuidenhout Valley Township, Registration Division I.R., the Province of Gauteng.

*Situation:* 122 - 1st Avenue, Bezuidenhout Valley.

*Area:* 496 (four hundred and ninety six) square metres.

*Improvements* (not guaranteed): 3 bedrooms, bathroom/wc, 3 other rooms, garage, carport, staff quarters, laundry, 2 storerooms, wc, shower, pub.

*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 22 day of January 2002.

Tonkin Clacey & Lowndes, Attorneys for Plaintiff, 1st Floor, Avonwold House, 24 Baker Street, Rosebank, Johannesburg.  
Tel. 880-6695. Ref.F4235E/mgh/tf.

**Case No. 5543/2000**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and NEL: ANNA MARGARETHA CORNELIA, 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, Sandton-Midrand, at 10 Conduit Street, Kensington 'B', Randburg, on Tuesday, the 5 March 2002 at 13h00 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 237, Morningside Manor Extension 1 Township, Registration Division I.R., Province of Gauteng.

*Situation:* 37 Brendon Avenue, Morningside Manor Extension 1.

*Area:* 1983 (one thousand nine hundred and eighty three) square metres.

*Improvements* (not guaranteed): 2 bedrooms, 2 bathrooms, 3 other rooms.

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

Dated at Johannesburg on this the 21 day of January 2002.

Tonkin Clacey & Lowndes, Attorneys for Plaintiff, 1st Floor, Avonwold House, 24 Baker Street, Rosebank, Johannesburg.  
Tel. 880-6695. Ref. Z7932E/mgh/tf.



Case Number: 25411/2001

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

**In the matter between: FIRSTRAND BANK LIMITED, Plaintiff, and RABOTHATHA: MANTLHALEFETSE AARON, First Defendant, RABOTHATHA: MMABJALA ANNAH, 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, Westonaria, at 50 Edwards Avenue, Westonaria, on Friday, the 8 March 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 1639, Lawley Extension 1 Township, Registration Division I.Q., the Province of Gauteng.

*Situation:* 1639 Piranha Circle, Lawley Extension 1.

*Area:* 400 (four hundred) square metres.

*Improvements* (not guaranteed): 2 bedrooms, bathroom, wc, 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 1 day of February 2002.

Tonkin Clacey & Lowndes, Attorneys for Plaintiff, 1st Floor, Avonwold House, 24 Baker Street, Rosebank, Johannesburg. Tel. 880-6695. Ref. 49009E/mgh/tf.

Case Number: 25505/2001

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

**In the matter between: FIRSTRAND BANK LIMITED, Plaintiff, and PORTER: PATRICK FRANCIS, First Defendant, PORTER: BRENDA ANN, 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, Nigel, at 69 Kerk Street, Nigel, on Friday, the 8 March 2002 at 09h00 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 5, Visagiepark Township, Registration Division I.R., the Province of Gauteng.

*Situation:* 40 Bloekom Avenue, Visagiepark.

*Area:* 694 (six hundred and ninety four) square metres.

*Improvements* (not guaranteed): 3 bedrooms, bathroom, wc, 4 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 23 day of January 2002.

Tonkin Clacey & Lowndes, Attorneys for Plaintiff, 1st Floor, Avonwold House, 24 Baker Street, Rosebank, Johannesburg. Tel. 880-6695. Ref. 049015E/mgh/tf.

Case No. 461/2000

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

**In the matter between: FIRSTRAND BANK LIMITED, Plaintiff, and SANKEY: NICHOLAS KENNETH WYNN, First Defendant, SANKEY: HELGA, Second Defendant, DENNISON: THERESA TRACY, 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 by the Sheriff, Randburg, at 10 Conduit Street, Kensington 'B', Randburg, on Tuesday, the 5 March 2002 at 13h00 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, Randburg at 9 Elna Rand Court, cnr. Blairgowrie Ave. & Selkirk Str., Blairgowrie, prior to the sale:



*Certain:* Erf 708, Sundowner Extension 12 Township, Registration Division I.Q. the Province of Gauteng.

*Situation:* 708 Roan Road, Sundowner, Extension 12.

*Area:* 1196 (one thousand one hundred and ninety six) square metres.

*Improvements* (not guaranteed): 3 bedrooms, 2 bathrooms, wc, shower, 4 other rooms, staff quarters, 2 garages, laundry.

*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 18 day of January 2002.

Tonkin Clacey & Lowndes, Attorneys for Plaintiff, 1st Floor, Avonwold House, 24 Baker Street, Rosebank, Johannesburg. Tel. 880-6695. Ref. F3464E/mgh/tf.

**Saaknommer: 5652/00**

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

**In die saak tussen ABSA BANK BEPERK EN LANDMAN DM & SN,**

*Eksekusieverkoping:* —15 Maart 2002 om 11h00 te Prince George Laan 439, Brakpan deur die Balju Brakpan aan die hoogste bieder.

Erf 104 Sunair Park Dorpsgebied (1018 vkm), geleë Hendrikstraat 31, Sunair Park, Brakpan.

*Beskrywing:* Sitkamer, eetkamer, sit/eetkamer 3 slaapkamers, 2 badkamers, buite toilet & enkel motorhuis.

*Sonering:* Residensiël 1.

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

Volledige verkoopsvoorwaardes te Balju/Prokureur/Hof.

J. Louwrens, vir Louwrens & Coetzer. (Tel: 740-2326/7) (Verw: WL/L11441.)

**Saaknommer: 100320/98**

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

**In die saak tussen BEHEERLIGGAAM JOSDALE HEIGHTS, Eiser, en MNR. JOHN JAMES, Eerste Verweerder, en MEV. BERNEDETT JAMES, Tweede Verweerder**

Ingevolge 'n Vonnis van bogemelde Agbare Hof en Geregte Lasbrief, sal die ondergemelde eiendom deur die Balju van die Landdroshof Johannesburg, behoorlik daartoe gemagtig, op Vrydag, die 8ste dag van Maart 2002 om 10h00 te Johannesburg Landdroshof, Fox Straat Ingang, in eksekusie verkoop, sonder voorbehoud aan die hoogste bieder die volgende eiendom:—

*Sekere:* Eenheid nr. 15 soos gewysig en meer volledig beskryf in Deeltitelplan Nr SS177/82 in die skema bekend as Josdale Heights ten opsigte van die grond en gebou of geboue geleë te Berea Dorpsgebied, Gauteng die vloeroppervlakte, volgens die voormelde deelplan 100.0000 vierkante meter bedra en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST42095/1991.

Woonstel bestaande uit: 2 slaapkamers, 1 badkamer, 1 kombuis en 1 gekombineerde sitkamer en eetkamer, 2 balkonne en 1 klein ingang.

*Verkoopsvoorwaardes:*

1. Die eiendom sal sonder voorbehoud en aan die hoogste bieder verkoop word onderworpe aan die Titel Akte.
2. Die koper sal 'n deposito van 10% (tien persent) van die koopprijs asook die afslaaerskommissie op die dag van die verkoping in kontant betaal en die balans plus rente teen 'n koers van 19% per jaar teen oordrag sal verseker moet word deur 'n bankwaarborg wat deur die eiser se prokureurs goedgekeur moet word en aan die Balju gelewer moet word, binne 14 (veertien) dae vanaf datum van die verkoping.
3. Die volledige Verkoopsvoorwaardes wat onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju van die Landdroshof Johannesburg Sentraal.

Aldus gedoen en geteken te Johannesburg op hierdie 5de dag van Februarie 2002.

(Get). B. C. Potgieter, vir Jurgens Bekker Prokureurs, Prokureurs namens Eiser, Suite 801, Kelhof Gebou, 112 Pritchard Straat, Johannesburg. [Tel: (011) 622-5472.] (Verw: B. C. Potgieter/oc/C529/B1087.)



Saaknommer: 26016/98

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

**In die saak tussen LIPPERT HOLDINGS (PTY) LTD, Vonnisiskuldeiser/Eiser, en CHOTHIA: AHMED,  
3de Vonnisiskuldenaar/Verweerder**

Hiermee word kennis gegee dat ten uitvoerlegging ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak die Balju op Vrydag, 7 Maart 2002, om 10h00 en te die kantore van die Balju, geleë te 69 Jutstraat, Braamfontein, geregelik verkoop, die ondergemelde eiendom sonder 'n reserweprys.

*Sekere:* Erf 2015, Mayfair, groot 495.0000 sqm, gehou kragtens Akte van Transport T21850/1993, geleë 21 5de Laan, Mayfair.

Die woonhuis bestaan uit: Stoep, spens, 1 x badkamer, sitkamer, buite geboue, kombuis, 2 x slaapkamers eetkamer, veranda, motorhuis.

(a) 'n Deposito van 10% (tien per centum) van die koopprys op datum van koop en die balans betaalbaar teen registrasie van die eiendom versekureer deur 'n bank of bouverenigingswaarborg of andere aanvaarbare waarborg binne 14 (veertien) dae vanaf datum van koop.

(b) Afslaersgelde ten bedrae van 5% (vyf per centum) van die opbrengs van die verkoping tot 'n prys van R20 000,00 (twintig duisend rand) en 3% (drie per centum) van die restant van die koopprys tot 'n maksimum bedrag afslaersgelde van R 6 000,00 (ses duisend rand), met 'n minimum bedrag afslaersgelde van R200,00 (twee honderd rand).

Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word by die kantore van die Balju, voor en ten tyde van die verkoping, te 69 Jutstraat, Braamfontein.

Geteken te Johannesburg die 23ste dag van Januarie 2002.

(Get) J S Bekker, vir Jurgens Bekker Prokureur, Prokureur namens Eiser, Suite 801, Kelhof Gebou, 112 Pritchardstraat, Johannesburg. (Tel: 622-5472.) (Verw: J Kotze/ab/M48/W122.)

Case Number: 7460/01

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and E LIEBENBERG, 1st Defendant, and  
P G M LIEBENBERG, 2nd Defendant**

In execution of a judgment of the above Court, an auction sale will be held on the 8 March 2002 at 11h15 at the Offices of the Sheriff, 182 Leeuwpoot Street, Boksburg on conditions that may be inspected at his offices:-

*Certain:* Erf 195, Parkrand Township, Registration Division IR, Province of Gauteng, measuring 1 190 (one thousand one hundred and ninety) square metres, held by Deed of Transfer Number T37023/00.

Situated at: 5 Leipoldt Crescent, Parkrand.

The following information is furnished *re* the improvements, without any guarantee:-

Lounge, dining room, kitchen, 3 bedrooms, 2 bathrooms, w/c.

Dated at Boksburg this 5 day of February 2002.

(Sgd) A Louw, for I. Kramer & Moodie Inc., Attorney for Plaintiff, 316 Trichardts Road, Boksburg; P.O. Box 26, Boksburg, 1460. [Tel: (011) 892-3050.] (Ref: Mr A Louw/O Smuts/NC/TB3129.)

Case No: 2500/01

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and J M MOHONO (formerly NTUMBA), Defendant**

On Friday, the 8 March 2002 at 11h15 a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, Warrant of Execution issued in terms thereof and attachment in execution made there-under, sell all the right, title and interest in and to the leasehold over:

*Property:* Erf 16671, Vosloorus Ext 26 Township, Registration Division IR, Province of Gauteng, measuring 296 square metres, held under Deed of Transfer Nr: TL41558/89.

*Description:* 16671 Seinoli Street, Vosloorus Ext 26.

*Improvements* (which are not warranted to be correct and not guaranteed): Lounge, kitchen, 3 bedrooms, bathroom, wc.

The material conditions of sale are:

1. Voetstoots and without reserve;
2. Deposit of 10% cash immediately after the sale. Guarantee for balance within 30 days after the sale;
3. Possession and occupation on payment of deposit and costs;
4. Further conditions available for inspection at the Sheriff's Office, Boksburg.

Dated at Boksburg on the 11 day of February 2002.

(Sgd) A. Louw, I Kramer & Moodie Inc. 316 Trichardt Street, Parkdene, Boksburg. (Tel. Nr: 892-3050.) (Ref: O Smuts/NC/TB3068.)



Case Number: 8582/01

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and A J HOLLAND, 1st Defendant, and  
L V HOLLAND, 2nd Defendant**

In execution of a judgment of the above Court, an auction sale will be held on the 8 March 2002 at 11h15 at the Offices of the Sheriff, 182 Leeuwpoot Street, Boksburg on conditions that may be inspected at his offices:—

*Certain:* Portion 37 of Erf 83 Delmore Park Ext 1 Township, Registration Division IR, Province of Gauteng, measuring 341 (three hundred forty one) square metres, held by Deed of Transfer Number T50581/96.

*Situated at:* 29 Kamp Street, Delmore Park, Ext 1.

The following information is furnished *re* the improvements, without any guarantee:—

Lounge, kitchen, 3 bedrooms, 1 bathrooms, w/c.

Dated at Boksburg this 11 day of February 2002.

(Sgd) A Louw, for I. Kramer & Moodie Inc, Attorney for Plaintiff, 316 Trichardts Road, Boksburg; P.O. Box 26, Boksburg, 1460. [Tel: (011) 892-3050.] (Ref: Mr A Louw/O Smuts/NC/TB3152.)

Case No: 2138/96

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

**In the matter between WESTONARIA MUNISIPALITEIT, Plaintiff, and J. W. GRIESHABER, Defendant**

In pursuance of Judgment granted on 14/11/96, in the Westonaria Magistrate's Court and under a Writ of Execution issued thereafter the immovable property listed hereunder will be sold in Execution on 15/03/02 at 10h00 at Sheriff's Office, 50 Edwards Avenue, Westonaria to the highest bidder:

*Description:* Holding 421, West Rand Agricultural Holdings Extension 1, Registration Division I.Q., Province of Gauteng, in extent 2.6620 (two point six six two one) hectares, held by the Defendant in his name under Deed of Transfer No. T1888/1983.

*Street address:* Holding 421, West Rand Agricultural Holdings Extension 1.

The information given is not guaranteed:

The property consists of: Vacant stand.

The above-mentioned sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and may be inspected at the office of the Sheriff of the Magistrate's Court, 50 Edwards Avenue, Westonaria.

Dated at Westonaria this 30/01/2002.

(Signed) EC Roselt, for Strydom Botha Inc., 7 President Kruger Street, Westonaria 1780. [Tel: (011) 753-2246/7.] (ECR/UG MVW165.)

Case No: 15604/00

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and T C SIBISI, Defendant**

On Friday, the 8 March 2002 at 11h15 a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg at which the Sheriff pursuant to a judgment of the Court in this action, Warrant of Execution issued in terms thereof and attachment in execution made there-under, sell all the right, title and interest in and to the leasehold over:

*Property:* Portion 8 of Erf 20966, Vosloorus Extension 10 Township, Registration Division IR Province of Gauteng, measuring 264 square metres, held under Deed of Transfer Nr: TL3695/97.

*Description:* 20966 Intubanie Street, Vosloorus, Ext 10.

*Improvements* (which are not warranted to be correct and not guaranteed): Lounge, kitchen, 3 bedrooms, bathroom, wc.

The material conditions of sale are:

1. Voetstoots and without reserve;
2. Deposit of 10% cash immediately after the sale. Guarantee for balance within 30 days after the sale;
3. Possession and occupation on payment of deposit and costs;
4. Further conditions available for inspection at the Sheriff's Office, Boksburg.

Dated at Boksburg on the 14 day of February 2002.

(Sgd) L J Bavin for I Kramer & Moodie Inc. 316 Trichardt Street, Parkdene, Boksburg. (Tel. Nr: 892-3050.) (Ref: O Smuts/NC/TB3001.)



Case No: 97/8715  
PH 2IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NBS BANK LTD, Plaintiff, and GIDEONS: RODNEY RALPH, First Defendant, and  
GIDEONS: VARITY LEATITIO, 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 Sheriff, 10 Conduit Street, Kensington B on 5 March 2002 at 13h00 of the undermentioned property of the Defendants on the Conditions to be read by the Auctioneer at the time of the sale, which Conditions will lie for inspection prior to the sale at the offices of the Sheriff, 9 Elna Randhof, corner Selkirk and Blairgowrie Drive, Blairgowrie.

*Being:* Erf 18 Windsor Glen, situate at 246 Republic Road, Windsor Glen, Registration Division I.Q., Province of Gauteng, measuring 1 550 square metres, held under Deed of Transfer No T87860/96.

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

Dwelling house under tiled roof comprising lounge, diningroom, kitchen, 3 bedrooms, 2 bathrooms, double garage, servant's room with toilet, laundry, swimming pool.

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

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

Dated at Randburg this 28th January 2002.

Bezuidenhout Van Zyl Inc., 5 Surrey Square on Republic, corner Republic Road and Surrey Avenue Randburg. (Tel: 789-3050.) (Ref: Mrs Christmas.) C/o 9th Floor, North State Building, corner Market & Kruis Streets, Johannesburg.

Case No. 1321/01

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

**In the matter between ABSA BANK LIMITED, Execution Creditor, and MZIMBA, WM, Execution Debtor**

Pursuance 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, Brakpan, on Friday, the 8th day of March 2002 at 11h00 at the Sheriff's Offices at 439 Prince George Avenue, Brakpan without reserve to the highest bidder:

*Certain:* R/E of Erf 1292, Gelukdsdal Ext 1, Brakpan Township, Registration Division I.R., Gauteng, also known as R/E 1292 (also known as 1292A), Phillips Maritz Avenue, Geluksdal Ext 1, Brakpan, measuring 390 (square metres), held by Deed of Transfer Number T49294/94.

*Zone:* Residential 1.

*Cover:* 60%.

*Build line:* 3 meters.

*Height:* (HO) two storeys.

*Facing:* North.

*Fencing:* 4 sides welded mesh.

The following improvements on the property are reported, though in this regard nothing is guaranteed:

*Main building:* Single storey residence in reasonable condition, brick/plastered and painted, cement tiles—pitched roof, lounge, plastered and painted, cement tiles—pitched roof, lounge, kitchen, 2 x bedrooms, 1 x bathroom.

*Outbuildings:* There are no outbuildings on the premises.

*Sundries:* Nil.

*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, Brakpan.

Dated at Springs this 30th day of January 2002.

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



**NOTICE OF SALE IN EXECUTION**

In the execution of Judgments of the High Court of South Africa (Witwatersrand Local Division) in the belowmentioned suits, sales without reserve will be held 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 relevant Sheriff prior to the sale. The sale of the undermentioned properties will be sold at:

**1. 182 PROGRESS DRIVE, LINDHAVEN, ROODEPOORT ON THE 8TH MARCH 2002 AT 10H00 IN THE FORENOON:**

**Case No. 00/17219.**

**Execution Creditor: NEDCOR BANK LIMITED, Execution Debtor: MOGODI, RUTH.**

*Property:* Section No. 9 in the scheme known as Pembroke, situate at Radiokop, situate at Unit 9, Pembroke, Amplifier Street, Radiokop Ext 7, measuring 64 square metres.

*Improvements* (not guaranteed): 2 bedrooms, 1 bathroom, kitchen and lounge.

**Case No. 00/26633.**

**Execution Creditor: NEDCOR BANK LIMITED, Execution Debtor: KHOSA, SOLLY SIPHO.**

*Property:* Erf 563, Lindhaven, Registration Division IR, the Province of Gauteng, held under Deed of Transfer No. T42710/2000, situate at 16 Oleander Street, Lindhaven, measuring 1 111 square metres.

*Improvements* (not guaranteed): Lounge, dining room, 1 bathroom, 3 bedrooms, kitchen, servant quarters, garage and swimming pool.

**2. 10 CONDUIT STREET, KENSINGTON ON THE 5TH MARCH 2002 AT 10H00 IN THE FORENOON:**

**Case No. 01/16508.**

**Execution Creditor: NEDCOR BANK LIMITED, Execution Debtor: ALLEY, MAUD DENISE.**

*Property:* Section No. 4 in the scheme known as Ashbury Park, situate at Windsor; situate at Unit 4, Ashbury Park, Queens Avenue, Windsor, measuring 71 square metres.

*Improvements* (not guaranteed): 2 bedrooms, 1 bathroom, kitchen and lounge.

**3. 69 JUTA STREET, BRAAMFONTEIN ON THE 7TH MARCH 2002 AT 10H00 IN THE FORENOON:**

**Case No. 01/18004.**

**Execution Creditor: NEDCOR BANK LIMITED, Execution Debtor: SANDALANA, DOROTHY SIBONGILE.**

*Property:* Section No. 22 in the scheme known as New Carlington, situate at Johannesburg, situate at Flat 502, New Carlington, 132 Claim Street, Johannesburg, measuring 150 square metres.

*Improvements* (not guaranteed): 3 bedrooms, 2 bathrooms, kitchen and living room and dining 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 14th day of January 2001.

Biccari, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate. (Tel. 880-9002/3/4.) (Ref. A Bollo/sp.)

**Case No. 00/11794**

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and  
RAMOUPU BETTY SEGAMI, First Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein on 7 March 2002 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto East Sheriff, prior to the sale:

*Certain:* Erf 28681, Meadowlands, Registration Division IQ, Transvaal, in extent 301 (three hundred and one) square metres.

*Improvements* (not guaranteed): —.

Dated at Parktown North on this the 19th day of January 2002.

Madhlopa Attorneys & Conveyancers, Plaintiff's Attorneys, Madhlopa House, 50A Seventh Avenue, Parktown North.  
[Tel. (011) 442-9045.] [Fax (011) 788-0131.] (Ref. Ms Mokgosi/lz/N0402/00.)



Case No. 29516/98  
PH 45

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and TRADEX INTERNATIONAL, First Defendant, ATCHHA, ISHAQ, Second Defendant, CARRIM, YUMNA MAYOUDIEN, Third Defendant, MUNEERAH PROPERTIES CC, Fourth Defendant, HIFORD IMPORTERS CC, Fifth Defendant, THE MALEK FAMILY TRUST, Sixth Defendant, ELECTRONIC DEALERSHIP SA (PTY) LIMITED, Seventh Defendant, and PALAN INVESTMENTS CC, Eighth Defendant**

In execution of a judgment in the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve, will be held at the office of the Sheriff of Johannesburg East, 69 Juta Street, Braamfontein, on Thursday, 7 March 2002, at 10h00 of the undermentioned property of the eighth defendant on the conditions to be read out by the auctioneer at the time of the sale, and which conditions may be inspected at the offices of the Sheriff, Johannesburg Central, 19 Lepus Avenue, Crown Ext 8, prior to the sale:

Erf 867, Fordsburg Township, Registration Division I.R., measuring 495 square metres, being 69 Central Road, Fordsburg.

The following information is furnished which was viewed from the outside *re* the improvements, though in this respect nothing is guaranteed:

*Improvements:* Two garages, veranda, passage, lounge, dining room, kitchen, bedrooms, bathroom.

*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 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% on the proceeds of the sale up to a price of R30 000 (thirty thousand); and thereafter

3% up to a maximum fee of R7 000,00 (seven thousand rand). Minimum charges R300,00 (three hundred rand).

Dated at Sandton this the 7th day of February 2002.

Cliffe Dekker Inc., Attorney for Plaintiff, c/o The Document Exchange, Third Floor, The Markade, 84 President Street, Johannesburg, Private Bag X7, Benmore, 2010. [Tel. (011) 290-7000/7173.] (Ref. S OOSTHUIZEN/S61548.)

Case No. 13822/00

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and KHANYILE BERNARD, 1st Execution Debtor**

In execution of a judgement 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 7 March 2002 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto East Sheriff, prior to the sale:

*Certain:* Erf 1999, Orlando East, Registration Division I.Q., Transvaal, in extent 375 (three hundred and seventy five) square metres.

*Improvements* (not guaranteed):

Dated at Parktown North on this the 19th day of January 2002.

Madhlopa Attorneys & Conveyancers, Plaintiff's Attorneys, Madhlopa House, 50A Seventh Avenue, Parktown North. [Tel. (011) 442-9045.] [Fax. (011) 788-0131.] (Ref. Ms Mokgosi/Iz/N0425/00.)

Case No. 25421/00

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and  
FERGUSON DELORES MARIA, Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 182 Leeuwpoot Street, Boksburg, on 8 March 2002 at 11h15 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg Sheriff, prior to the sale:

*Certain:* Erf 744, Villa Liza, 118 Eliphant St. Township, Registration Division I.R., the Province of Gauteng, in extent 516 (five hundred and sixteen) square metres.

*Improvements* (not guaranteed): Lounge, 2 bedrooms, kitchen and 1 bathroom/toilet.

Dated at Parktown North on this the 7th day of January 2002.

Madhlopa Attorneys & Conveyancers, Plaintiff's Attorneys, Madhlopa House, 50A Seventh Avenue, Parktown North. [Tel. (011) 442-9045.] [Fax. (011) 788-0131.] (Ref. Ms Mokgosi/Iz/N018300/16.)



Case No. 00/21361  
PH 310

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

**In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and NOMONDE MONICA MILDRED JAFTA, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without a reserve price, will be held at the Office of the Sheriff, Brakpan, 439 Prince George Avenue, on Friday, 8 March 2002 at 11h00 of the undermentioned property of the Defendant. The conditions of sale in execution of immovable property will lie for inspection at the offices of the Sheriff:

*Certain:* Erf 241, Leachville Extension 2 Township, Registration Division IR, also known as 34 Klipspringer Avenue, Leachville Extension 2, Brakpan, measuring 800 (eight hundred) square metres.

*Improvements* (consisting of the following):

*Main building:* A west facing single storey face bricked dwelling with pitched concrete tiled roof, lounge, kitchen, two bathrooms, and three bedrooms, single storey outbuildings with pitched corrugated zinc sheet roof and double garage.

*Property is zoned:* Residential 1.

*Coverage:* 60%.

*Height:* 2 storeys.

*Building line:* 5 metres.

*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 of 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) on the balance up to a maximum fee of R7 000,00 (seven thousand rand) [minimum charge R300,00 (three hundred rand)].

Dated at Johannesburg on this the 1st day of February 2002.

Olivier & O'Connor Inc., Plaintiff's Attorneys, 42 Mentz Street, Booyens. Tel. 433-3810. (Ref. JOC/M Kruger/120809.)

Case No. 90234/00  
PH 510

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

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

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 7 March 2001 issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, Johannesburg East on the steps of the Magistrate's Court, Johannesburg at 10:00 am on the 15th March 2002:

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

*Conditions of sale:*

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

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

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

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

Dated at Johannesburg on this 22nd day of January 2002.

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



Case No. 2001/19002  
PH 310IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and LIKI MARTHA MGIDI, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without a reserve price, will be held at 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 7 March 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 at the Office of the Sheriff Soweto West at 7 Amalgam Place, Industria Road, Amalgam:

*Certain:* Erf 7031, Protas Glen Extension 11 Township, Registration Division IQ, also known as 7031 Protea Glen Extension 11, Soweto West, measuring 251 (two hundred and fifty one) square metres.

*Improvements* (consisting of the following):

*Main building:* Plastered house, tiled roof, lounge, kitchen, one bathroom, one toilet and two bedrooms.

*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 of 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) on the balance up to a maximum fee of R7 000,00 (seven thousand rand) [minimum charge R300,00 (three hundred rand)].

Dated at Johannesburg on this the 28th day of January 2002.

Olivier & O'Connor Inc., Plaintiff's Attorneys, 42 Mentz Street, Booyens. Tel. 433-3810. (Ref. JOC/MRS M Kruger/123021.)

Case No. 96232/1999

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

**In the matter between BODY CORPORATE TUDHOPE HEIGHTS, Execution Creditor, Mrs C. N. SIBISI, 1st Execution Debtor, and SHAYIMPI ISRAEL SIBISI, 2nd Execution Debtor**

In execution of a judgment of the Johannesburg Magistrate's Court in the abovementioned suit, a sale with a reserve price of R16 570,00 and subject to confirmation by the Plaintiff, alternatively any other bids received by the Sheriff may be accepted, subject to confirmation from the Plaintiff, will be held on the 8th day of March 2002 at the Johannesburg Magistrate's Court, Fox Street entrance, Johannesburg, from 10h00 onwards 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 at the Sheriff, Johannesburg Central, prior to the date of sale:

Section No. 36 as more fully described on Sectional Plan No. SS2/82 in the scheme known as Tudhope Heights situate at Berea 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 44 (forty four) square metres in extent (601 Tudhope Heights, 30 Primrose Terrace, Berea, Johannesburg); 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. ST7124/1996.

The following information is furnished *re* the improvements, though in this respect, nothing is guaranteed: 1 x bedroom, kitchen, bathroom and balcony.

*Terms:* 10% (ten percentum) 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 30 (thirty) days from date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (5 per centum) on the proceeds of the sale up to a price of R20 000,00 plus VAT and thereafter 3% (three per centum) up to a maximum fee of R7 000,00.

Conditions of sale can be viewed at the Sheriff Johannesburg: Tel. 011 837-9014.

Dated at Sandton on this the 29th day of January 2002.

Kevin Moodley Incorporated, Attorneys for Plaintiff, 4 Stan Road, Sandown, Sandton, Johannesburg. [Tel. (011) 884-8882.] (Ref. Mr K Moodley/nn/A31.), Dx 2, Sandton Square; c/o The Document Exchange, The Markade, 3rd Floor, 84 President Street, Johannesburg.

Case No. 19780/2000

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

**In the matter between BODY CORPORATE TUDHOPE HEIGHTS, Execution Creditor, and M. M. NKUNA, Execution Debtor**

In execution of a judgment of the Johannesburg Magistrate's Court in the abovementioned suit, a sale with a reserve price of R16 570,00, and subject to confirmation by the Plaintiff, alternatively any other bids received by the Sheriff may be accepted, subject to confirmation from the Plaintiff, will be held on the 8th day of March 2002 at the Johannesburg Magistrate's Court, Fox Street entrance, Johannesburg, from 10h00 onwards 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 at the Sheriff, Johannesburg Central, prior to the date of sale:



Section No. 3 as more fully described on Sectional Plan No. SS2/82 in the scheme known as Tudhope Heights situated at Berea 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 41 (forty one) square metres in extent (103 Tudhope Heights, 30 Primrose Terrace, Berea, Johannesburg); 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. ST2390/1999.

The following information is furnished *re* the improvements, though in this respect, nothing is guaranteed: 1 x bedroom, kitchen, bathroom and balcony.

**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 or other acceptable guarantee, to be furnished within 30 (thirty) days from date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (5 per centum) on the proceeds of the sale up to a price of R20 000,00 plus VAT and thereafter 3% (three per centum) up to a maximum fee of R7 000,00.

Conditions of sale can be viewed at the Sheriff Johannesburg: Tel. 011 837-9014.

Dated at Sandton on this the 29th day of January 2002.

Kevin Moodley Incorporated, Attorneys for Plaintiff, 4 Stan Road, Sandown, Sandton, Johannesburg. [Tel. (011) 884-8882.] (Ref. Mr K Moodley/nn/A30.), Dx 2, Sandton Square; C/o The Document Exchange, The Markade, 3rd Floor, 84 President Street, Johannesburg.

**Case No. 104228/1999**

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

**In the matter between BODY CORPORATE TUDHOPE HEIGHTS, Execution Creditor, and  
DUNCAN NORMAN PICKTHALL, Execution Debtor**

In execution of a judgment of the Johannesburg Magistrate's Court in the abovementioned suit, a sale with a reserve price of R16 000.00 and subject to confirmation by the Plaintiff, alternatively any other bids received by the Sheriff may be accepted, subject to confirmation from the Plaintiff, will be held on the 8th day of March 2002 at the Johannesburg Magistrate's Court, Fox Street entrance, Johannesburg, from 10h00 onwards 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 at the Sheriff, Johannesburg Central, prior to the date of sale:

Section No. 13 as more fully described on Sectional Plan No. SS2/82 in the scheme known as Tudhope Heights situate at Berea 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 89 (eight nine) square metres in extent (206 Tudhope Heights, 30 Primrose Terrace Berea, Johannesburg); 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. ST21814/1982.

The following information is furnished *re* the improvements, though in this respect, nothing is guaranteed: 1 x bedroom, kitchen, bathroom and balcony.

**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 or other acceptable guarantee, to be furnished within 30 (thirty) days from date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (5 per centum) on the proceeds of the sale up to a price of R20 000,00 plus VAT and thereafter 3% (three per centum) up to a maximum fee of R7 000,00.

Conditions of sale can be viewed at the Sheriff Johannesburg: Tel. 011 837-9014.

Dated at Sandton on this the 5th day of February 2002.

Kevin Moodley Incorporated, Attorneys for Plaintiff, 4 Stan Road, Sandown, Sandton, Johannesburg. [Tel. (011) 303-7900.] (Ref. Mr K Moodley/nn/A58.), Dx 2, Sandton Square; C/o The Document Exchange, The Markade, 3rd Floor, 84 President Street, Johannesburg.

**Case No. 00/18862  
PH 158**

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

**In the matter between: MERCANTILE BANK LIMITED, Plaintiff, and THE TRUSTEES FOR THE TIME BEING OF THE  
KOPANONG 81 TRUST, 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 7th March 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 75 as shown and more fully described on Sectional Plan Number 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 Greater 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 ST6393/98, situate at Unit 81, Kopanong Hotel 243, Glen Gory Road, Benoni and comprising of 3 bedrooms, 3 bathrooms, 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 per cent) 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 22nd day of January 2002.

Anthony Berlowitz & Associates, Plaintiff's Attorneys, 3rd Floor, Willowbrook, Willowbrook Close, Melrose North. (Tel. 788-4604.) (Dx 185, Jhb.) (Ref. Mr A Berlowitz/hc/8347.)

**Case No. 17271/2000**

**PH 170**

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between: STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
ERF 1687 CAVENDISH CC, Defendant**

Be pleased to take notice that in execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without a reserve price will be held by the Sheriff of the High Court, Sandton, at 10 Conduit Street, Kensington "B", Randburg, on Tuesday, the 5th day of March 2002 at 13h00, of the undermentioned property/ies of the Judgment Debtor, on the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Sandton, at 10 Conduit Street, Kensington "B", Randburg, prior to the sale:

Erf 1687, Douglasdale Extension 106 Township, Registration Division I.Q., Province of Gauteng, in extent 384 (three hundred and eighty four) square metres, held by Deed of Transfer No. T86319/97, subject to conditions therein contained.

The following information is furnished regarding the improvements, although in this regard nothing is guaranteed: 1 x lounge, 1 x bedroom, 1 x kitchen, 1 x bathroom/water closet.

*Street address:* 1687 Cavendish Square, cnr Joseph Crescent and Douglas Drive, Douglasdale Extension 106.

Dated at Johannesburg on this the 1st day of February 2002.

Young-Davis Inc, Execution Creditor Attorneys, Sanlam Arena (Entrance 2), corner Cradock Avenue & Baker Street, Rosebank, Johannesburg. (Tel. 447-1808.) (Ref. Mr H Frank/cs/MS0466.)

**Saak No. 119/2002**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING

**In die saak tussen: FIRSTRAND BANK LIMITED, Eksekusieskuldeiser, en  
ROGER PERRY TAYLOR, Eksekusieskuldenaar**

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer die 29ste Januarie 2002 sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op die 6de Maart 2002 by die kantore van die Balju, 22b Ockerse Straat, Krugersdorp om 10h00:

*Beskrywing:* Erf 63, Boltonia Dorpsgebied, Registrasie Afdeling I.Q., Transvaal, groot 1 224 (eenduisend tweehonderd vier en twintig) vierkante meter.

*Verbeterings:* Woonhuis met buitegeboue (geen waarborg word aangaande verbeterings verskaf).

Die straatadres is 9 Forge Straat, Boltonia, Krugersdorp.

*Voorwaardes:*

1. Die verkoping sal onderhewig wees aan die bepalinge van die Landdroshof Wet No. 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.



Full conditions of sale can be inspected at the Sheriff Pretoria South, Edenpark Building, 82 Gerhard Street, Lyttelton, Centurion 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 1068 Rooihuiskraal Ext. 17, Registration Division J.R., Gauteng, measuring 1 285 square metres, also known as 15 Tiptoi Noek, Rooihuiskraal.

*Improvements:* Dwelling: 4 bedrooms, 1 lounge, 1 TV/family room, 1 kitchen, 2 bathrooms, 1 dining room. Outbuildings: Outside toilet, 2 wendy houses.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel No. 342-9164.) (Ref. Mr Croucamp/Lora/E6791.)

**Case No. 19884/2000**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NTOMBIZODWA ELIZABETH BANDA, 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, 7 March 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 305, Soshanguve-M, Registration Division J.R., Gauteng, measuring 480 square metres, also known as 305 Block M Soshanguve.

*Improvements:* Dwelling—3 bedrooms, 1 bathroom, 1 kitchen, 1 lounge.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel No. 342-9164.) (Ref: Mr Croucamp/Lora/E3690.)

**Case No. 27044/2000**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DIEDERIK JOHANNES GREYLING, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff Cullinan at the Sheriff's Office, Shop 1, Fourway Shopping Centre, Cullinan (Old Bronkhorstspuit Road/Plot Road) on Thursday, 7 March 2002 at 10h00.

Full conditions of sale can be inspected at the Sheriff Cullinan, Shop 4, Fourway Shopping Centre, Cullinan (Old Bronkhorstspuit Road/Plot Road) 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 285 Cullinan Township, Registration Division J.R., Gauteng, measuring 945 square metres, also known as 158 10th Street, Cullinan.

*Improvements:* Dwelling: 3 bedrooms, 1 bathroom, 1 kitchen, 1 lounge. *Outbuildings:* Single garage.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel No. 342-9164.) (Ref. Mr Croucamp/Lora/E4813.)

**Saak No. 2689/2001**

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

**In die saak tussen PANORAMA BODY CORPORATE, Eiser, en SHIMI HAPPY MATLALE TSA, ID Nummer 7412315351080, Verweerder**

Ingevolge 'n vonnis van die Landdroshof van die distrik van Vanderbijlpark gedateer 27 September 2001 en 'n lasbrief vir eksekusie gedateer 27 September 2001 sal die volgende eiendom in eksekusie verkoop word op Vrydag, 5 April 2002 te die Balju van die Landdroshof, Generaal Hertzogstraat, Vanderbijlpark om 10h00 te die Landdroshof Vanderbijlpark:

*Erf:* Eenheid 23, volledige beskryf as Deelplan Nummer SS115/97, Panorama, Vanderbijlpark, Westelike Vaal Metropolitaanse Substruktuur, groot 102 (eenhonderd en twee) vierkante meter, staan ook bekend as Panorama Woonstel Nummer 22, Vanderbijlpark.

Tien persent (10%) van die koopprys is betaalbaar by sluiting van die koopvooreenkomst en die balans teen registrasie van transport aan die koper, welke verseker moet 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 volle voorwaardes kan nagegaan word by die kantore van die Balju van die Landdroshof, Generaal Hertzogstraat, Vanderbijlpark en sal uitgelees word voor die verkoping.

Geteken te Vanderbijlpark op hierdie 7de dag van Februarie 2002.

P E Barnard, Gys Louw & Vennote Ing., Gys Louw Forum, Hertz Boulevard 26, Vanderbijlpark, 1911.  
(Verw. E Barnard/TS/00381/1.)

Case No. 00/13648  
PH 388

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and KINNEAR, LOUISE, 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 8 March 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:* Holding 280, Hillside Agricultural Holdings, Registration Division I.Q., the Province of Gauteng, area 1,5967 (one comma five nine six seven) hectares, situation 280 Campbell Road, Hillside A/H.

*Improvements* (not guaranteed): A residential dwelling consisting of 5 bedrooms, 2 bathrooms, kitchen, 4 livingrooms and 1 other room.

*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 7 February 2002.

F. R. J. Jansen, Jansen - Potter, Plaintiff's Attorneys, The Lion House, 20 Roberts Avenue, Kensington. (Tel. 614-8100.)  
(Ref. ForeclosuresZ2539.)

Case No. 19881/1999

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

**In the matter between FIRSTRAND BANK LIMITED, trading as *Inter alia* FNB PROPERTIES, Plaintiff, and SMITH, PIETER MAGIEL, 1st Defendant, and SMITH, ERIKA, 2nd Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division), in the abovementioned suit, a sale without reserve will be held at the Sheriff's Office, 69 Juta Street, Braamfontein, on 14 March 2002 at 10:00 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg West, 16 Central Road, Fordsburg, prior to the sale:

*Certain:* Portion 14 of Erf 1725, Triomf Township, Registration Division I.Q., Province of Gauteng: Being 6 Hermanus Street, Triomf, measuring 515 (five hundred and fifteen) square metres.

The property is zoned Residential.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A brick built residence, comprising of lounge, dining room, kitchen, 3 bedrooms, bathroom, shower, 2 water closets, studio.

*Outbuilding:* 3 carports, servants room, laundry, 2 storerooms, water closet & shower.

Dated at Johannesburg on this the 7th day of February 2002.

Versfelds Nkosi Inc., Plaintiff's Attorneys, c/o Tobias Lubbe Attorneys, Suite 1920, SAAU Building, 19th Floor, cnr Andries & Schoeman Streets, Pretoria. [Tel. (011) 790-2300.] [Fax (011) 468-1371.] (Ref. JS/cj/FBC596.)

Case No. 15063/2001

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JAMES DE JAGER, 1st Defendant, and RENEY DE JAGER, 2nd Defendant**

A sale in execution of the undermentioned property is to be held at the office of the Sheriff Pretoria East, Fehrs Lane Centre, 130A Struben Street, Pretoria on Wednesday, 6 March 2002 at 10h00.

Full conditions of sale can be inspected at the Sheriff Pretoria East, at the above address and will be read out prior to the sale taking place.

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



*Property:* A unit consisting of:

(a) Section No. 2 as shown and more fully described on Sectional Plan No. SS480/200 the scheme known as Mor 6281 in respect of the land and building or buildings situated at Moreletapark 48 Township, City Council of Pretoria, of which section the floor area, according to the said sectional plan is 161 (one hundred and sixty 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 the participation quota as endorsed on the said sectional plan also known as 72 Hesketh Drive, Moreletapark Ext. 48, Pretoria.

*Improvements:* Section Title: 3 bedrooms, 2 bathrooms, 3 other rooms.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel No. 342-9164.) (Ref. Mr Croucamp/Bellinda/E9160.)

**Case No. 31812/2000**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NICOLETTE ELENA VAN DER WESTHUIZEN, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff Pretoria Central at the NG Sinodal Centre, 234 Visagie Street, Pretoria on Tuesday, 12 March 2002 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Pretoria Central Messcor House, 30 Margaretha Street, Pretoria, telephone number (012) 328-3901, and will be read out prior to the sale taking place.

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

*Property:* Erf 1077 Wonderboom, Registration Division JR, Gauteng, measuring 936 square metres, and also known as 776 Rootman Street, Wonderboom.

*Improvements:* Dwelling 3 bedrooms, 2 bathrooms, 1 kitchen, 1 laundry, 1 dining room, 1 study.

Zoned for Residential purposes.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel No. 342-9164.) (Ref. Mr Croucamp/Adri/E5674.)

**Case No. 15656/2000**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, KAREN HILDA JOOSTE, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff Pretoria Central at the NG Sinodal Centre, 234 Visagie Street, Pretoria on Tuesday, 12 March 2002 at 10h00.

Full conditions of sale can be inspected at the Sheriff Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria, telephone number (012) 328-3901, and will be read out prior to the sale taking place.

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

*Property:* Remaining extent of Portion 1 of Erf 295 situated in the Township of Rietfontein, Registration Division JR, Gauteng, measuring 1 429 square metres and also known as No 603, 17th Avenue, Rietfontein, Pretoria.

*Improvements:* Dwelling: 3 bedrooms, 2 bathrooms, 1 kitchen, 1 lounge, 1 dining room.

Zoned for Residential purposes. *Outbuildings:* 1 garage.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel No. 342-9164.) (Ref. Mr Croucamp/Adri/E3466.)

**Case No. 15637/2000**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MAGDA PETRO DE WET, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff, Pretoria Central, at the NG Sinodal Centre, 234 Visagie Street, Pretoria, on Tuesday, 12 March 2002 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria, telephone number (012) 328-3901, 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:* Portion 10 of Erf 364, Rietfontein, Registration Division JR, Gauteng, measuring 1 276 square metres, and also known as No. 652 20th Avenue, Rietfontein, Pretoria.

*Improvements:* Dwelling: 3 bedrooms, 2 bathrooms, 1 kitchen, 3 living rooms, 2 other rooms. *Zoned:* For Residential purposes.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. 342-9164.] (Ref. Mr Croucamp/Adri/E3485.)



Case No. 27422/2001

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

**In the matter between SAAMBOU BANK BEPERK, Plaintiff, and ISAAC SHABALALA, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff, Cullinan, at the Sheriff's Office, Shop 1, Fourway Shopping Centre, Cullinan (old Bronkhorstspuit Road/Plot Road), on Thursday, 7 March 2002 at 10h00:

Full conditions of sale can be inspected at the Sheriff, Cullinan, Shop 1, Fourway Shopping Centre, Cullinan (old Bronkhorstspuit Road/Plot Road), 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 3395, Refilwe Extension 4, Registration Division J.R., Gauteng, measuring 231 square metres, also known as Erf 3395, Refilwe, Extension 4.

*Improvements:* Dwelling: 1 diningroom, 2 bedrooms, 1 kitchen, 1 bathroom. *Zoned:* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Dalene Stroebe/X934.)

Case No. 6080/2001

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and R W MACHETHE, First Defendant, and  
M F MACHETHE, Second 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, 5 March 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 1569, Othandweni Ext. 1, Registration Division I.R., Gauteng, measuring 241 square metres, also known as Erf 1569, Othandweni Ext. 1, Tokoza.

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

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Dalene Stroebe/X1061.)

Case No. 13024/2001

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and G MOYANA, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff, Johannesburg Central, and to be held at the office of the Sheriff, Johannesburg East, 69 Jutta Street, Braamfontein, Johannesburg, on Thursday, 7 March 2002 at 10h00:

Full conditions of sale can be inspected at the Sheriff, Johannesburg Central 19 Lepus Avenue, Crown Ext. 8, Johannesburg, 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. 34, as shown and more fully described on Sectional Plan No. SS42/1981, the scheme known as Arma Court, in respect of the land and building or buildings situated at Hillbrow Township, the Greater Johannesburg Metropolitan Council; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, and executable for the said sums, also known as Flat 504, Arma Court, 13–15 Catherine Avenue, Hillbrow.

*Improvements:* Flat: 2 bedrooms, 1 lounge, 1 kitchen, 1 full bathroom. *Zoned:* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Dalene Stroebe/X1058.)



Case No. 16230/2001

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and SIPHIWE FAITH SIMELANE (N.O.), Defendant**

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Johannesburg East, 69 Juta Street, Braamfontein, by the Sheriff, Soweto West, on Thursday, 7 March 2002 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Soweto West at 7 Amalgam Place, Amalgam (next to Langlaagte Tresting Ground), 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 4713, Protea Glen Extension 3, Registration Division I.Q., Gauteng, measuring 240 square metres, also known as House 4713, Protea Glen Extension 3.

*Improvements:* Dwelling: 2 bedrooms, 1 kitchen, 1 lounge, 1 bathroom with toilet. *Zoned:* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Dalene Stroebel/X1059.)

Case No. 14189/2001

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and J GUMEDE, 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, 5 March 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 1837, Othandweni Ext. 1, Registration Division I.R., Gauteng, measuring 240 square metres, also known as Erf 1837, Othandweni Ext. 1, Tokoza.

*Improvements:* Dwelling: 3 bedrooms, 1 lounge, 1 kitchen, 1 full bathroom. *Zoned:* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Dalene Stroebel/X1062.)

Case No. 13284/2001

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and REUBEN THEMBA TWALA, First Defendant, and ROSEMARY ZENZILE TWALA, Second Defendant**

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Johannesburg East, 69 Juta Street, Braamfontein, by the Sheriff, Soweto West, on Thursday, 7 March 2002 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Soweto West at 7 Amalgam Place, Amalgam (next to Langlaagte Tresting Ground), 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 5041, Protea Glen Extension 4, Registration Division I.Q., Gauteng, measuring 312 square metres and also known as House 5041, Protea Glen Extension 4.

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

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Dalene Stroebel/X1057.)

Case No. 11019/2001

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and TITUS ZACHARIAS PETER KUSTAA, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff, Westonaria, 50 Edwards Avenue, Westonaria, on Friday, 8 March 2002 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Westonaria, 50 Edwards Avenue, Westonaria, 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 111, Lawley Extension 1, Registration Division I.Q., Gauteng, measuring 406 square metres, also known as 111 Chrome Crescent, Lawley Extension 1.

*Improvements:* Dwelling: 3 bedrooms, 1 lounge, 1 kitchen, 1 bathroom. *Zoned:* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Dalene Stroebel/X1065.)

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**Case No. 10569/2001**

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and BHEKI ALMON KHUMALO, N.O., in his capacity as Executor in the estate late MBUYISENI ALFRED KHUMALO, First Defendant, and ZUZILE NELLIE KHUMALO, Second Defendant**

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Johannesburg East, 69 Juta Street, Braamfontein, by the Sheriff, Soweto East, on Thursday, 7 March 2002 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Soweto East, at 8 Motor Street, Westdene, telephone number (011) 482-5666, 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 1440, Diepkloof Extension, Registration Division I.Q., Gauteng, measuring 426 square metres and also known as Erf 1440, Diepkloof Township, Soweto.

*Improvements:* Dwelling: 3 bedrooms, 1 lounge, 2 bathrooms, 1 kitchen. *Zoned:* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Adri Viviers/X594.)

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**Case No. 19946/2001**

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and CHRISTIHAN JOHANNAH MANGENA, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff, Halfway House/Alexandra, at the Sandton Sheriff, 10 Conduit Street, Kensington B, Randburg, on Tuesday, 5 March 2002 at 13h00.

Full conditions of sale can be inspected at the Sheriff, Halfway House/Alexandra, 614 James Crescent, Halfway House, 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 802, Rabie Ridge, Registration Division I.R., Gauteng, measuring 300 square metres, 802 Rabie Ridge, Midrand.

*Improvements:* Dwelling: 3 bedrooms, 1 kitchen, 1 full bathroom, toilet, 1 lounge. *Zoned:* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Dalene Stroebel/X813.)

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**Case No. 14272/2001**

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and H T MTSHALI, 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, 7 March 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 or (083) 347-0055.

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

*Property:* Erf 575, Soshanguve-M, Registration Division J.R., Gauteng, measuring 450 square metres, also known as Erf 575, Soshanguve-M.

*Improvements:* Vacant stand. *Zoned:* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Dalene Stroebel/X1063.)



Case No. 5650/98

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

**In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and PHILLIPUS COROLUS VERSTER, 1st Defendant, ELISABETHA MAGRIETA PETRONELLA VERSTER, 2nd Defendant, and JACOBA WILHELMINA SMIT, 3rd Defendant**

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Pretoria West, Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 7 March 2002 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Pretoria West, Room 607, Olivetti House, at the above address and will be read out prior to the sale taking place.

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

*Property:* Ptn 6 (a ptn of Ptn 5) of Erf 181, Claremont (Pta) Township, Registration Division J.R., Gauteng, measuring 650 square metres, also known as 583 Plaas Street, Claremont, Pretoria.

*Improvements:* Dwelling: 1 living room, 3 bedrooms, 1 bathroom, 1 kitchen. *Outbuildings:* Carport.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. 342-9164.] (Ref. Mr Croucamp/Lora/F306.)

Case No. 14886/2001

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and MMAHLAKANYA PIET MCDONALD SEDULANOSHI, 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, 7 March 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 or (083) 347-0055.

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

*Property:* Erf 1223, Soshanguve-FF, Registration Division J.R., Gauteng, measuring 538 square metres, also known as Erf 1223, Block FF, Soshanguve.

*Improvements:* Dwelling: Vacant stand with only foundation left. *Zoned:* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Dalene Stroebel/X713.)

Case No. 16870/2001

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and L I KWAPENG, 1st Defendant, and J KWAPENG, 2nd Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff, Johannesburg East, 69 Juta Street, Braamfontein, by the Sheriff, Soweto West, on Thursday, 7 March 2002 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Soweto West at 7 Amalgam Place, Amalgam (next to Langlaagte Testing Ground), 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 4998, Protea Glen Extension 4, Registration Division I.Q., Gauteng, measuring 343 square metres, also known as Erf 4998, Protea Glen Extension 4.

*Improvements:* Dwelling: 2 bedrooms, 1 kitchen, 1 lounge, 1 bathroom with toilet. *Zoned:* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Dalene Stroebel/X773.)

Case No. 14401/2001

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and PATRICK MANGALISO DLAMINI, Defendant**

A sale in execution of the undermentioned property is to be sold by the Sheriff, Johannesburg Central and to be held at the office of the Sheriff, Johannesburg East, 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 7 March 2002 at 10h00:



Full conditions of sale can be inspected at the Sheriff, Johannesburg Central, 19 Lepus Avenue, Crown Ext. 8, Johannesburg, 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. 31, as shown and more fully described on Sectional Plan No. SS42/1981, the scheme known as Arma Court, in respect of the land and building or buildings situated at Hillbrow Township, the Greater Johannesburg Metropolitan Council; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, and executable for the said sums, also known as Flat 501, Arma Court, 13–15 Catherine Avenue, Hillbrow.

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

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Dalene Stroebel/X1060.)

**Case No. 18441/2001**

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and OSIA RABOSUIYA MOSENAMI, 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, 7 March 2002 at 11h00.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 702-6112 or 08334700055.

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

*Property:* Erf 2557, Soshanguve-GG, Registration Division J.R., Gauteng, measuring 760 square metres, also known as Erf 2557, Block GG, Soshanguve.

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

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Dalene Stroebel/X801.)

**Case No. 18296/2001**

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and ELIZABETH MOSIA, N.O., in her capacity as Executrix in the estate late MATSETSI EMILY MOSIA, Defendant**

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Johannesburg East, 69 Juta Street, Braamfontein, by the Sheriff, Soweto West, on Thursday, 7 March 2002 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Soweto West at 7 Amalgam Place, Amalgam (next to Langlaagte Treasting Ground), 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 3306, Protea Glen Ext. 2, Registration Division I.Q., Gauteng, measuring 264 square metres, also known as Erf 3306, Protea Glen Ext. 2.

*Improvements:* Dwelling: 1 lounge, 2 bedrooms, 1 bathroom with toilet, 1 kitchen. *Zoned:* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Dalene Stroebel/X641.)

**Case No. 13061/2001**

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and MOKOTEDI ZACHARIAH NTULI, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff, Cullinan, at the Sheriff's Office, Shop 1, Fourway Shopping Centre, Cullinan (old Bronkhorstspuit Road/Plot Road), on Thursday, 7 March 2002 at 10h00:

Full conditions of sale can be inspected at the Sheriff, Cullinan, Shop 1, Fourway Shopping Centre, Cullinan (old Bronkhorstspuit Road/Plot Road), 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 1224, situated in the Township of Refilwe, Registration Division J.R., Gauteng, measuring 286 square metres, also known as Erf 1224, Refilwe, Cullinan.

*Improvements:* Dwelling: 2 bedrooms, 2 bathrooms with toilet, 1 lounge, 1 kitchen. *Zoned:* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Dalene Stroebel/X684.)

**Case No. 7792/2001**

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and MADALA JOËL SEERANE, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff of Cullinan at Shop No. 1, Fourway Shopping Centre, Main Street, Cullinan, on Thursday, 7 March 2002 at 10h00.

Full conditions of sale can be inspected at the offices of the Sheriff of Cullinan at the above-mentioned address, telephone number (012) 734-1903, 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 279, Mahube Valley, Registration Division J.R., Gauteng, measuring 306 square metres, also known as 279 Mahube Valley, Mamelodi, Cullinan.

*Improvements:* Dwelling: 3 bedrooms, 1 bathroom, 1 kitchen, 1 lounge. *Zoned:* For residential purposes.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. No. 342-9164.) (Ref. Dalene Stroebel/X578.)

**Case No. 18440/2001**

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and JOHANNES MPILA MODUNGOA, 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, 7 March 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 or (083) 347-0055.

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

*Property:* Erf 391, Soshanguve-WW, Registration Division J.R., Gauteng, measuring 374 square metres, also known as Erf 391, Block WW, Soshanguve.

*Improvements:* Dwelling: 3 bedrooms, 1 kitchen, 1 lounge, 1 full bathroom. *Zoned:* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Dalene Stroebel/X802.)

**Case No. 12490/2001**

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and NKUEBE AGGREY EPHRAIM MOSHESH, 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, 7 March 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 or (083) 347-0055.

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

*Property:* Erf 1279, Mabopane-X, Registration Division J.R., Gauteng, measuring 262 square metres, also known as Erf 1279, Mabopane-X.

*Improvements:* Dwelling: 3 bedrooms, 1 kitchen, 1 lounge, 1 bathroom with toilet. *Zoned:* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Dalene Stroebel/X654.)



Case No: 30156/2001

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

**In the matter between: FIRST RAND BANK LIMITED (formerly known as First National Bank Limited), Plaintiff, and WAYNE HENRY BROWN, 1st Defendant, and MARTHA JACOBA BROWN, 2nd Defendant**

A sale in execution of the undermentioned property is to be held without reserve at 182 Progress Avenue, Lindhaven, Roodepoort, on Friday, the 8th day of March 2002 at 10H00.

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

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

*Property:* Sec. 25 in the scheme Klawerhof, known as Flat 207, Klawerhof, Shamrock Street, Florida, Roodepoort, and Exclusive Use Area known as Parking Bay P15.

*Improvements:* Entrance hall, lounge, kitchen, bathroom, toilet, 2 bedrooms, balcony, Parking Bay P15.

Hack Stupel & Ross, Attorneys for Plaintiff, P O Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref: Mr Du Plooy/LVDM/GP3466.)

Case No: 12923/2000

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and GERALD RAYMOND VENTER, 1st Defendant, JACOBUS PETRUS GOOSEN, in their capacity as trustees of the JOHAN HEYNS FAMILY TRUST, No.: IT8701/1998, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Fehrslane Centre, 130A Struben Street, Pretoria, on the 6th day of March 2002 at 10h00.

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

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

*Property:* Section 2 of the scheme known as 2377 Moreletapark, measuring 216 square metres, known as 1 179 Lara Street, Moreleta Park.

*Improvements:* 3 bedrooms, 2 bathrooms, kitchen, scullery, livingroom, diningroom, family room, double garage, servant's quarters.

Hack Stupel & Ross, Attorneys for Plaintiff, P O Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref: Mr Du Plooy/ELR/GT6814.)

Case No: 17294/2001

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and CIVILBOU CC, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at Fehrslane Centre, 130A Struben Street, Pretoria, on the 6th day of March 2002 at 10h00.

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

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

*Property:* Sec 1 of the scheme known as MP2913x21, situate at Erf 2913, Moreletapark Ext 21, known as 634 Van Gogh Crescent, Moreleta Park Ext 21.

*Improvements:* 3 bedrooms, 2 bathrooms, kitchen, livingroom, other room, double garage.

Hack Stupel & Ross, Attorneys for Plaintiff, P O Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref: Du Plooy/ELR/GT7210.)



Case No: 28257/2001

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and ANTON LE ROUX, 1st Defendant,  
JANET PETRO WILMA LE ROUX, 2nd Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff's Office, 603(A) Olivetti House, c/o Schubart & Pretorius Streets, Pretoria, on the 7th day of March 2002 at 10h00.

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

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

*Property:* Erf 2182, Danville Township, Registration Division JS, Province Gauteng, known as 227 Ferris Street, Danville.

*Improvements:* 2 bedrooms, bathroom, kitchen, 2 other rooms, garage.

Hack Stupel & Ross, Attorneys for Plaintiff, P O Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref: Du Plooy/ELR/GT7326.)

Case No: 11423/1998

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and FRANK LESIBA MAGONGWA,  
1st Defendant, and DINAH NYANISE MAGONGWE, 2nd Defendant**

A sale in execution of the undermentioned property is to be held without reserve at Shop No. 1, Fourways Shopping Centre, Main Street, Cullinan, on the 7th day of March 2002 at 10h00.

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

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

*Property:* Erf 470, Mahube Valley Township, Registration Division JR, Province of Pretoria, Witwatersrand Vereeniging, measuring 290 square metres.

*Improvements:* 2 bedrooms, bathroom, kitchen, lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P O Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref: Du Plooy/ELR/GT5735.)

Case Number: 2001/24189

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

**In the matter between: BOE BANK LIMITED, Plaintiff, and  
RAMATHE, NONTUTHUZELA, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's Office, Soweto East, 69 Juta Street, Braamfontein, on 7th March 2002 at 10H00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto East, No. 16 Central Road, Fordsburg, prior to the sale.

*Certain:* Erf (site) 11485, Pimville Zone 4 Township, Registration Division IQ, the Province of Gauteng, being 11485 Pimville Zone 4, Soweto, measuring 257 (two hundred and fifty seven) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A dwelling consisting of lounge/diningroom, kitchen, bedroom, 1 bathroom and watercloset.

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

Dated at Johannesburg on this the 6th February 2002.

Van Hulsteyns Attorneys, Plaintiff's Attorneys, Sandton Branch, Primegro Place, 18 Rivonia Rd, Illovo. (Tel: 268-9500.) (Ref: Mr A. D. Legg/Laura/NBS240.) C/o Johannesburg Branch, 11th Floor, Ten Sixty Six, 35 Pritchard Street, Johannesburg.



**Case Number: 2001/25376  
PH 331**

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

**In the matter between: BOE BANK LIMITED, Plaintiff, and MONI: MTSORI MILFORD, 1st Defendant, and  
MONI: ZOLISWA CECILIA, 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 reserve will be held at the Sheriff's Office, Soweto West, 69 Juta Street, Braamfontein on 7 March 2002 at 10h00 of the undermentioned property of the the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Soweto West, No. 7 Amalgam Place, Amalgam, Johannesburg prior to the sale.

*Certain:* Erf 7896, Protea Glen Extension 11 Township, Registration Division IQ., the Province of Gauteng, being 7896, Protea Glen Extension 11, Soweto, measuring 310 (three hundred and ten) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A dwelling consisting of lounge, kitchen, 2 bedrooms, bathroom and watercloset.

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

Dated at Johannesburg on this the 6th February 2002.

Van Hulsteyns Attorneys, Plaintiff's Attorneys, Sandton Branch, Primegro Place, 18 Rivonia Rd, Illovo; c/o Johannesburg Branch, 11th Floor, Ten Sixty Six, 35 Pritchard Street, Johannesburg. (Tel. 268-9500.) (Ref. MR A.D. LEGG/Laura/NBS243.)

**Case No. 4352/00**

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

**In the matter between: DASH SAND INVESTMENTS CC, Plaintiff, and ROYALCON CC, First Execution Debtor, and  
OSCAR ALVES, Second Execution Debtor**

Kindly take note that in pursuance of a judgment in the Court of the Magistrate of Roodepoort and a Warrant of Execution dated 26 July 2001, the undermentioned property will be sold in execution:

*Property:* Erf 2712, Weltevredenpark Extension 24, Roodepoort, Registration Division I.Q., the Province of Gauteng, situated at 31 Candlewood Street, Weltevredenpark Extension 24, extent 1 258 square metres.

*Improvements:* Residential dwelling comprising of lounge, family room, dining-room, study, 2 bathrooms, 3 bedrooms, kitchen, laundry/scullery, bar, double garage, servant quarters & swimming-pool (none of which are guaranteed).

By the the Sheriff Roodepoort on 8 March 2002 at 10h00 at 182 Progress Road, Technikon, Roodepoort without reserve price to the highest bidder. The Conditions of Sale will lie for inspection, prior to the sale at the offices of the Sheriff, Roodepoort.

*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 the sale to the Sheriff.

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 (thirty thousand rand) and thereafter 3% (three percent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charge of R300 (three hundred rand).

Dated at Roodepoort this the 30th day of January 2002.

Wynand du Plessis Attorneys, 30 Rex Street, Roodepoort, DX - 11, Roodepoort. (Tel. 760-1058/9.) (Ref. WDUP/ee/ID1885.)

**NOTICE OF SALE IN EXECUTION**

**NEDCOR BANK LIMITED, Execution Creditor**

The Sale/s in Execution are to be held at the Offices of the Sheriff, 105 Commissioner Street, Kempton Park, Thursday, the 14th day of March 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 the 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.



**Case Number: 4645/2001**

**Judgment Debtors: MATTHEUS: DESMOND PETER & SUZETTE MARYNA**

*Property:* A unit consisting of Section No. 21 as shown and more fully described on Sectional Plan No. SS380/96 in the scheme known as Avonlea in respect of the land and building or buildings situated at Portion 5 of Erf 1546, Glenmarais Extension 1 Township, Local Authority of Kempton Park/Tembisa Metropolitan Substructure, situated at 11 Avonlea, Vaalboom Street, Glen Marais Ext 1, Kempton Park.

*Improvements:* Dwelling house consisting of a lounge, 2 bedrooms, kitchen, bathroom, toilet & carport: *File ref:* N5709/1.

Dated at 6 February 2002.

LJ Vd Heever, Schumanns Vd Heever & Slabbert, 32 Kempton Road; PO Box 67, Kempton Park. [Tel. (011) 394-9960.] (Ref. PvN.)

#### NOTICE OF SALES IN EXECUTION

**NEDCOR BANK LIMITED, Execution Creditor.**

The sale/s in execution are to be held at the Offices of the Sheriff, 105 Commissioner Street, Kempton Park, Thursday, the 14th day of March 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 R300,00 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.

**Case No.: 19331/2001.**

**Judgment Debtors: DE LANGE, ANTHONY ERNEST & MARNE.**

*Property:* Erf 418, Kempton Park West Township, Registration Division I.R., Province of Gauteng, situate at 20 Johannes Street, Kempton Park West.

*Improvements:* Dwelling house consisting of 1 lounge, 3 bedrooms, kitchen, bathroom, toilet, garage & driveway.

*File ref:* N5809/1.

6 February 2002.

LJ vd Heever, Schumanns Vd Heever & Slabbert, 32 Kempton Road, PO Box 67, Kempton Park. [Tel. (011) 394-9960.] (PvN.)

**Saak Nr. 4520/01**

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

**In die saak tussen: TRUTER, CROUS & WIGGILL ING., Eiser, en QUINTON DEON CARELSE, Verweerder**

Ingevolge uitspraak van die Landdros van Randfontein en lasbrief tot geregtelike verkoop met datum 21 Januarie 2002 sal die ondervermelde eiendom geregtelik verkoop word op Vrydag, die 22ste dag van Maart 2002 om 10h00, te die Baljukantoor, Pollockstraat 19, Randfontein, aan die hoogste bieder, naamlik:

Erf 617, Toekomsrus Dorpsgebied, Registrasie Afdeling I.Q., Gauteng, groot 357 vierkante meter, gehou kragtens Akte van Transport Nr. T38067/1993.

Die volgende verbeterings is verskaf maar nie gewaarborg nie: 'n Tweeslaapkamerwoning onder asbes met sitkamer, kombuis, badkamer, toilet, "Zozo" in agterplaas en omhein met 2 kante draadomheining, 1 kant beton omheining en 1 kant baksteen omheining.

*Voorwaardes:* 10% van die koopsom, in kontant op die dag van verkoping en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouvereniging se waarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belasting, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoor-ure by die kantoor van die Balju, Pollockstraat 19, Randfontein, nagesien word.

Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

J H J Spangenberg, Truter Crous & Wiggill, Nashet Gebou, Southern Sirkel, Kenneth- en Conventstraat, Greenhills, Randfontein. (Verw. HJS/E/VW40750/SC12/2001.)



**Saak No. 2712/2001**

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

**In die saak tussen FIRST NATIONAL BANK, Plaintiff, and FC VAN DER MERWE, 1st Defendant, and  
JM VAN DER MERWE, 2nd Defendant**

In pursuance of a judgment in the Magistrate's Court and a writ of execution dated 06.09.2001 the undermentioned property will be sold without reserve to the highest bidder on 15 March 2002 at 10:00 a.m. in front of the Magistrate's Court, Oberholzer subject to the conditions of sale which can be inspected at the Office of the Sheriff, Plot 39, Watersedge, Oberholzer:

Erf 4517, Carletonville Extension 9, known as 14 Stormberg Street, Carletonville, Registration Division IQ, Gauteng, measuring 833 m<sup>2</sup>, being unimproved land; and

Erf 4518, Carletonville Extension 9, known as 16 Stormberg Street, Carletonville, Registration Division IQ, Gauteng, measuring 833 m<sup>2</sup>, being unimproved land.

Dated at Carletonville on this the 31st day of January 2002.

J Moodie, Jooste Slabbert & Moodie, Proteagebou, Palladiumstraat, Carletonville. (Verw. JM/ms/F85.)

**Case No. 10102/00**

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

**In the matter between GREATER JOHANNESBURG WESTERN METROPOLITAN LOCAL COUNCIL, Plaintiff, and  
J J POTGIETER, 1st Defendant, and D L POTGIETER, 2nd Defendant**

The following property will be sold in execution in this matter at 182 Progress Road, Lindhaven, Roodepoort on Friday, 8 March 2002 at 10h00:

Erf 53, Kloofendal Ext 3, Roodepoort, Registration Division IQ, Province of Gauteng, situate at 26 Louanna Avenue, Kloofendal, Roodepoort.

Being a stand on which is erected a dwelling house. The house consist of lounge, diningroom, study, passage, kitchen, 3 bathrooms, 3 bedrooms, servant quarters, store room, swimming pool, single garage.

The conditions of sale can be inspected at the office of the Sheriff and provides *inter alia* that the property is sold voetstoots, that auctioneer's commission plus 10% of the purchase price is payable in cash immediately against transfer, to be secured within 14 days thereafter.

Dated at Roodepoort on this the 31st day of January 2002.

De Wet-Van der Watt (Roodepoort) Inc., Somerset Office Estate, Unit 5, Block B, 4 Kudu Avenue, Allen's Nek, Roodepoort. (Tel. 675-1731.) (Ref. Mrs Du Preez/W1015.)

**Case No. 2323/00**

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

**In the matter between GREATER JOHANNESBURG WESTERN METROPOLITAN LOCAL COUNCIL, Plaintiff, and  
C C LETSOALO, Defendant**

The following property will be sold in execution in this matter at 182 Progress Road, Lindhaven, Roodepoort on Friday, 8 March 2002 at 10h00:

Erf 1331, Weltevredenpark, Ext 3, Registration Division IQ, Province of Gauteng, situate at 33 Dolfhout Street, Weltevredenpark, Roodepoort.

Being a stand on which is erected a dwelling house. The house consist of lounge, diningroom, passage, kitchen, 2 bathrooms, 3 bedrooms, swimming pool, 1 garage.

The conditions of sale can be inspected at the office of the Sheriff and provides *inter alia* that the property is sold voetstoots, that auctioneer's commission plus 10% of the purchase price is payable in cash immediately against transfer, to be secured within 14 days thereafter.

Dated at Roodepoort on this the 4th day of February 2002.

De Wet-Van der Watt (Roodepoort) Inc., Somerset Office Estate, Unit 5, Block B, 4 Kudu Avenue, Allen's Nek, Roodepoort. (Tel. 675-1731.) (Ref. Mrs Du Preez/W793.)

**Saak Nr. 48683/99**

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDBURG GEHOU TE RANDBURG

**In die saak tussen MIDRAND/RABIE RIDGE/IVORY PARK METROPOLITAANSE SUBSTRUKTUUR, Eiser, en  
RONALD CHARLES WHITTINGTON, Verweerder**

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 9 Mei 2001 sal die ondervermelde eiendom op die 6de dag van Maart 2002 om 10:00 deur die Balju vir Halfweghuis/Alexandra te Randburg Landdroshof, Jan Smutsrylaan, Randburg aan die hoogste bieder, geregteelik verkoop word:



Erf 1936, Noordwyk Uitbreiding 41, Registrasie Afdeling J.R., Provinsie Gauteng, groot 208 vierkante meter, gehou kragtens Akte van Transport T99164/1996; geleë te Stone Ridge Estate, Chivestraat 1936, Noordwyk Uitbreiding 41.

*Verbeterings* (geen waarborg word in hierdie verband gegee nie): 'n Woonhuis bestaande uit 2 slaapkamers, oopplan kombuis, sitkamer, badkamer en motorafdak.

*Sonering*: Residensieël.

Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju vir Halfweghuis/Alexandra, te James Singel 614, Halfweghuis, en bevat onder andere die volgende:

(a) Die koper moet 'n deposito van tien persent van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne veertien dae na die datum van die verkoping verstrek te word.

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 5% tot 'n prys van R30 000,00 en daarna 3% tot 'n maksimum geld van R7 000,00 met 'n minimum van R260,00 plus BTW.

Geteken te Pretoria hierdie 18de dag van Januarie 2002.

Eben Griffiths & Vennote, Grondvloer, Wierda Forum, Springbokstraat, Wierdapark; p/a Docex Sentrale, Condev Gebou, Kentrylaan 328, Randburg. [Tel. (012) 654-1007/654-1039.] (Verw. mnr. Griffiths/mn.)

**Saak Nr. 33242/99**

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

##### **In die saak tussen MIDRAND/RABIE RIDGE/IVORY PARK METROPOLITAANSE SUBSTRUKTUUR, Eiser, en STUART CAMPBELL, Verweerder**

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 29 November 1999 sal die ondervermelde eiendom op die 6de dag van Maart 2002 om 10:00 deur die Balju vir Halfweghuis/Alexandra te Randburg Landdroshof, Jan Smutsrylaan, Randburg aan die hoogste bieder, geregteelik verkoop word:

Gedeelte 3 van Hoewe 273, Glen Austin Landbouhoewes Uitbreiding 1, Registrasie Afdeling J.R., Provinsie Gauteng, groot 1,2189 hektaar, gehou kragtens Akte van Transport T34906/1996, geleë te Celliersrylaan 15, Glen Austin Landbouhoewes Uitbreiding 1.

*Verbeterings* (geen waarborg word in hierdie verband gegee nie): Leë eiendom.

*Sonering*: Landbou.

Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju vir Halfweghuis/Alexandra, te James Singel 614, Halfweghuis, en bevat onder andere die volgende:

(a) Die koper moet 'n deposito van tien persent van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne veertien dae na die datum van die verkoping verstrek te word.

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 5% tot 'n prys van R30 000,00 en daarna 3% tot 'n maksimum geld van R7 000,00 met 'n minimum van R260,00 plus BTW.

Geteken te Pretoria hierdie 18de dag van Januarie 2002.

Eben Griffiths & Vennote, Grondvloer, Wierda Forum, Springbokstraat, Wierdapark; p/a Docex Sentrale, Condev Gebou, Kentrylaan 328, Randburg. [Tel. (012) 654-1007/654-1039.] (Verw. mnr. Griffiths/mn.)

**Case No. 1248/01**

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

##### **In the matter between ABSA BANK LIMITED (Acc No. 5665 2361), Plaintiff, and WILFRED HARMSE, First Defendant, and ALTA LYNETTE HARMSE, Second Defendant**

In execution of a judgment of the Magistrate's Court, District Roodepoort in the abovementioned suit, a sale without a reserve price, subject to the Plaintiff's approval will be held by the Sheriff of Roodepoort, at 182 Progress Road, Technikon, Roodepoort on Friday, the 8th day of March 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, Roodepoort:

*Certain*: Erf 286, Delarey Township, Registration Division I.Q., the Province of Gauteng, in extent 992 (nine hundred and ninety two) square metres, held by Deed of Transfer No. T.24953/88, situate at 15 8th Street, Delarey, Roodepoort.

*Improvements* (none of which are guaranteed) consisting of the following: Dwelling with a lounge, kitchen, 1 bathroom, 3 bedrooms, single garage, servant's quarters and storeroom.

*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.

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 000,00 (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 Roodepoort on this the 7th day of February 2002.

T. G. Bosch, T G Bosch - Badenhurst, Albatross Office Park, cor Kingfisher & Albatross Str., Helderkruijn, Roodepoort. (Tel. 768-6121.) (Ref. Susan Smit.)



Case No. 9320/01

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

**In the matter between ABSA BANK LTD, Execution Creditor, and PERIOD MASTERS CC, 1st Execution Debtor, and TIMOTHY BENTLEY BAKER, 2nd Execution Debtor**

In pursuance of a judgment granted on 2nd November 2001 in the Court of the Magistrate, Roodepoort and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 8 March 2002 at 10.00 a.m. at 182 Progress Road, Lindhaven, Roodepoort to the highest bidder:

*Description:* Erf 349, Allen's Nek (Extension No. 9), Registration Division IQ, Province of Gauteng, in extent 1 000 (one thousand) square metres, held by Deed of Transfer No. T13519/1998.

*Postal address:* Unit 1 & 2, Koshuis, 1049 Koshuis Street, Allensnek Extension 9, Roodepoort.

*Improvements:* Lounge, diningroom, 1 bathroom, 3 bedrooms, kitchen, carport, swimming pool. Nothing in this regard is guaranteed.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% of the purchase price in cash at the time of the sale the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within (14) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.
4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.
5. The full conditions may be inspected at the offices of the Sheriff of 182 Progress Road, Lindhaven, Roodepoort.

Christides Attorneys, 18th Floor, Maritime House, cnr Salmon Grove & Victoria Embankment, Durban, 4001. (Tel. 306-3164.) (Ref. Mr Christides/sj/A600 0016.)

Case Number: 26598/01

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

**In the matter between: BOE BANK LIMITED, Execution Creditor, and JOKPROP CC, Execution Debtor**

In terms of a judgment of the High Court of South Africa (Transvaal Provincial Division) and a writ of attachment in the above-mentioned matter, a sale by public auction will be held on Thursday, 7 March 2002 at 10h00 by the Sheriff of Johannesburg Central, upon conditions which may be inspected at the office of the said Sheriff and which will be read out by the auctioneer at the time of the sale of the property owned by the Defendant at 69 Juta Street, Braamfontein:

*Certain:* Erf 1194, Marshalltown Township, Registration Division IR, Province of Gauteng, in extent 1 388 square metres, held by Deed of Transfer T47035/1996, known as 160 Commissioner Street, Marshalltown.

*Consisting of:* Eighth Floor, Office Block.

Dated at Pretoria on this 7th day of February 2002.

Werner van Rensburg Attorneys, Attorneys for Execution Creditor, 193 Blackwood Street, Arcadia, Pretoria, 0083; P.O. Box 2702, Pretoria, 0001. [Tel. (012) 343-4522.] [Fax (012) 343-6369.] (Ref. WVR/mh/50922.)

Case No. 4997/01

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

**In the matter between: THE BODY CORPORATE OF TULIPWOOD, Plaintiff, and PATRICK HASANI MALUNGANA, Defendant**

Kindly take notice that on Wednesday, the 20th day of March 2002 at 10h00 and at the Magistrate's Court, Randburg, a public auction sale will be held in front of the Magistrate's Court, Jan Smuts Avenue, Randburg, at which the Sheriff of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

*Certain:* Section 59 (Flat 103), Tulipwood, measuring 93 square metres, also known as: Unit 59 (Flat 103), Tulipwood, corner of Van Heerden & Le Roux Avenue, Vorna Valley Extension 13.

*Improvements reported* (which are not warranted to be correct and are not guaranteed): 2 x bedrooms, 1 x lounge, 1 x carport, 1 x kitchen, 1 x bathroom (hereinafter referred to as "the property").

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



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

The full conditions of sale may be inspected at the offices of Sheriff, Halfway House, 614 James Crescent, Halfway House, the Sheriff of the Court.

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

Thomson Wilks, Plaintiff's Attorneys, Ground Floor, West Wing, President Place, 148 Jan Smuts Avenue, Rosebank, Johannesburg; P.O. Box 3242, Parklands. (Docex 6, Parktown North.) (Tel: 880-8023.) (Ref: Mr Van Rensburg/cm/T202.)

**Case Number: 1997/28955  
PH 609**

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

**BOE BANK LIMITED (formerly NBS BOLAND BANK LIMITED), Plaintiff, and KHAN: FAREED ALLY, 1st Defendant,  
SHABUDIEN: NAZIEMA, 2nd Defendant**

In pursuance of a judgment in the High Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, the property listed herein will be sold at the office of the Sheriff of the High Court, Johannesburg South at 69 Jutta Street, Braamfontein at 10h00 on the 14th of March 2002, to the highest bidder:

Certain Portion 4 of Erf 51, Alan Manor Township, Registration Division IR, the Province of Gauteng, commonly known as 14 Silverleaf Road, Alan Manor.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A single storey building with lounge, dining room, study, kitchen, pantry, 3 bedrooms, 2 bathrooms, 1 shower, 2 water closets, entrance hall and dressing room all under a tiled roof and 1 garage and workshop, 2 carports, 1 servants quarters, 1 store room, 1 water closet, 1 bath and 1 laundry all under a IBR roof.

*Zoned:* Residential.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the High Court, Johannesburg South at 100 Sheffield Street, Johannesburg.

Dated at Johannesburg during February 2002.

Van Staden & Booysen, Attorneys for Plaintiff, c/o Document Exchange, 3rd Floor, The Markade, 84 President Street, Johannesburg. (Tel. 867-5723.) (Ref: J. van Staden/jk/B280.)

**Case Number: 29940/2001**

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
WOODROW ANDRE BUCKLEY (Identity number: 5510255091087), Defendant**

In execution of a judgment of the Above Honourable Court and Writ of Execution, the following property will be sold in execution on Wednesday, 6 March 2002 at 10h00 by the Sheriff of the High Court, Pretoria-South held at Fehrslane Centre, 130A Struben Street Pretoria to the highest bidder:

Erf 1518, Elarduspark Extension 3 Township, Registration Division J.R., the Province of Gauteng, in extent 1 635 (one thousand six hundred and thirty five) square metres.

Subject to the Conditions contained therein and specially the reservation of mineral rights.

The following information is furnished, though in this regard nothing is guaranteed:

*Street address:* 760 Bendor Street, Elarduspark, Pretoria.

*Improvements:* Semi-completed dwelling consisting of a lounge, dining room, 3 bedrooms, 2 bathrooms, separate shower, kitchen, uncompleted garage.

*Reserved price:* The property is being sold without reserve.

*Terms:* 10% of the purchase price in cash payable immediately after the sale and the balance to be guaranteed within 30 days from date of sale by means of a Bank or Building Society guarantee.

*Conditions of sale:* Same shall lie for inspection at the offices of the Sheriff for the High Court Pretoria-South at Edenpark Building, 82 Gerhard Street, Lyttelton Agricultural Holdings, Centurion.

Signed at Pretoria on 7 February 2002.

(sgd) F M Nel, for Couzyn, Hertzog & Horak, Attorneys for Plaintiff, Praetor Forum, Van der Walt Street, Pretoria. [Tel: (021) 322-8780.] (Ref: Nel/S3/920/LL.)



Case Number: 9841/2001

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and DEBBIE JANSEN (now BROWN), Defendant**

In pursuance of a Judgment in the Court for the Magistrate of Roodepoort and a Warrant of Execution dated 5 November 2001 the property listed hereunder will be sold in execution by the Sheriff of the Court, Roodepoort on Friday, 8 March 2002 at 10h00 at the office of the Sheriff of the Court, Roodepoort, 182 Progress Road, Lindhaven, Roodepoort, to the highest bidder.

*Certain:* Erf 706, Delarey Township, Registration Division I.Q., Province of Gauteng, measuring 1 333 (one thousand three hundred and thirty three) square metres, also known as 3 Tenth Street, Delarey, Roodepoort.

The following improvements are reported to be on the property, but nothing is guaranteed: Lounge, dining room, kitchen, 3 x bedroom, 2 x bathrooms/w.c. *Outbuildings comprises of:* Single garage, carport, servants quarters, store room, swimming pool (derelict).

*The Conditions of Sale:* 10% of the purchase price and Sheriff's costs in cash on the day of the sale and the balance payable against registration of transfer, to be secured by a bank or other acceptable guarantee to be furnished to the Sheriff of the Court, Roodepoort, within 14 days from the date of sale.

The conditions of sale are open for inspection at the offices of the Sheriff of the Court, Roodepoort.

Dated at Florida on this the 28th day of January 2002.

(sgd) M E Yssel, for Nelson Borman & Partners Inc., 2nd Floor, West Block, UASA Office Park, 40 Goldman Street, Florida.  
(Tel: 672-5441/2.) (Ref: AB8999-ME Yssel/rv.)

Case Number: 6774/01

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

**In the matter between ABSA BANK LTD, and DAVID MICHAEL NEW ULRIKE NEW**

*Notice of sale in execution:* 15 March 2002 at 15:00 at 66 Fourth Street, Springs by the Sheriff of the Magistrate's Court Springs to the highest bidder:

*Certain:* Erf 1161 Selection Park Township (1 052 sqm).

*Situated:* 33 Bushell Crescent, Selection Park, Springs.

*Description:* Brick building under iron roof with lounge, dining room, kitchen, 3 bedrooms, bathroom, toilet, servant's room, outside toilet, garage, carport.

(Improvements as reported above are not guaranteed).

*Zone:* Residential 1.

*Conditions:* 10% deposit, interest 13,00%, guarantee within 14 days.

Full conditions of sale may be inspected at the Sheriff at 66 Fourth Street, Springs.

Ivan Davies Theunissen Inc. (Tel: 812-1050.) (Ref: HC Bierman/TS/B11301.)

Case Number: 1000/2001

## IN THE MAGISTRATES COURT FOR THE DISTRICT OF ROODEPOORT HELD AT ROODEPOORT

**In the matter between: ABSA BANK LIMITED, Plaintiff, and HEINRICH DELAREY BOKELMANN, First Defendant, and SANDRA ANN BOKELMANN, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Roodepoort and a warrant of execution dated 27 February 2001, the property listed hereunder will be sold in execution by The Sheriff of the Court, Roodepoort, on Friday, 8 March 2002 at 10h00 at: The office of the Sheriff of the Court, Roodepoort, 182 Progress Avenue, Lindhaven, Roodepoort, to the highest bidder:

*Certain:*

1. A unit consisting of—

(a) Section No. 21, as shown and more fully described on Sectional Plan No. SS40/1990, in the scheme known as Lougill Court, in respect of the land and building or buildings situate at Florida Township, in the area of the Western Metropolitan Substructure, of which section the floor area, according to the said sectional plan, is 17 (seventeen) 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.

2. A unit consisting of—

(a) Section No. 14, as shown and more fully described on Sectional Plan No. SS40/1990, in the scheme known as Lougill Court, in respect of the land and building or buildings situate at Florida Township, in the area of the Western Metropolitan Substructure, of which section the floor area, according to the said sectional plan, is 109 (one hundred and 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, also known as 6 Lougill Court, The Highway, Florida.

The following improvements are reported to be on the property, but nothing is guaranteed: Lounge, kitchen, passage, 2 bedrooms, bathroom/w.c. Outbuilding comprises of: None.

*The conditions of sale:* 10% of the purchase price and Sheriff's costs in cash on the day of the sale and the balance payable against registration of transfer, to be secured by a bank or other acceptable guarantee to be furnished to the Sheriff of the Court, Roodepoort, within 14 days from the date of sale.

The conditions of sale are open for inspection at the offices of the Sheriff of the Court, Roodepoort.

Dated at Florida on this the 8th day of February 2002.

ME Yssel, for Nelson Borman & Partners Inc., 2nd Floor, West Block, UASA Office Park, 40 Goldman Street, Florida.  
(Tel: 672-5441/2.) (Ref: AB8864—ME Yssel/rv.)

**Case Number: 01/19193**

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and ANDRIES SITHEMBISO MBOKAZI  
(I.D. 7711195249086), 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 Ferhslane Centre, 130A Struben Street, Pretoria, on Wednesday, the 6 March 2002 at 10:00 of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the Office of the Sheriff of the High Court, Pretoria South Edenpark, Building 82 Gerhard Street, Littleton Agricultural Holdings, Centurion:

(a) Section No. 58, as shown and more fully described on Sectional Plan No. SS53/95, in the scheme known as Villa Nova, in respect of the land and building or buildings, situate at Lyttelton A/h Centurion Township, City of Centurion Town Council, of which section the floor area, according to the said sectional plan is 69 (sixty nine) square metres in extent being 58 Villa Nova, 265 Gene Street, Lyttelton A/h, Centurion; 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 Number ST149520/2000;

(c) an exclusive use area described as Parking Pay No. P52, measuring 13 (thirteen) square metres, being part of the common property comprising the scheme known as Villa Nova, in respect of the land and building or buildings situate at Lyttelton A/h Centurion Township, City of Centurion Town Council, as shown and more fully described on Sectional Plan No. SSS53/95, held under Notarial Deed of Cession SK6453/2000S;

(d) an exclusive use area described as Parking Bay No. 147, measuring 13 (thirteen) square metres, being part of the common property comprising the scheme known as Villa Nova, situate at Lyttelton A/h Centurion Township, City of Centurion Town Council, as shown and more fully described on Sectional Plan No. SS53/95 held by Notarial Deed of Cession SK6453/2000S.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of 2 bedrooms, 1 bathroom, lounge, kitchen, carport.

Dated at Johannesburg on this the 18 day of January 2002.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive, Parktown. [Tel: (011) 484-2828.] (Ref: 134335/Mrs J Davis/dg.)

**Case Number: 01/13921  
PH 630**

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between: ABSA BANK LIMITED, Plaintiff, and MOTIFPROPS 54 (PTY) LTD, First Defendant, KANICHOWSKY, STANLEY, Second Defendant, KANICHOWSKY, SANDRA, Third Defendant, and KANICHOWSKY, NOEL, Fourth 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 7th March 2002 at 10:00 of the undermentioned immovable property of the Fourth 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 of the High Court, Johannesburg East, 69 Juta Street, Braamfontein.



Portion 2 of Erf 2, Rouxville Township, Registration Division I.R., Province of Gauteng, measuring 1 004 (one thousand and four) square metres, held by Deed of Transfer T46811/1993, being 12 Boundary Road, Rouxville East.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining room, kitchen, 4 bedrooms, bathroom/w.c. and separate toilet, double garage, maids quarters with bathroom w.c., swimming pool.

Dated at Johannesburg on this the 5 day of February 2002.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive, Parktown. [Tel: (011) 484-2828.] (Ref: 133900/Mr Q Olivier/ds.)

**Case Number: 98/23836**

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and MANDLENKOSI BENJAMIN NARE, 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 7 March 2002 at 10:00 of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the Office of the Sheriff of the High Court, Johannesburg Central, 29 Lepus Avenue, Crown Ext. 8, Johannesburg:

(a) Section No. 63, as shown and more fully described on Sectional Plan No. SS76/1983, in the scheme known as Westmorland, in respect of the land and building or buildings, situate at Berea Township, City of Johannesburg, of which section the floor area, according to the said sectional plan, is 71 (seventy-one) square metres in extent being 907 Westmorland, O'reilly Street, Berea; 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 Number ST26372/1996;

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, kitchen, 1 bedroom, bathroom/w.c., carport, balcony.

Dated at Johannesburg on this the 22 day of January 2002.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive, Parktown. [Tel: (011) 484-2828.] (Ref: 116832/Mrs J Davis/gd.)

**Saaknr: 690/2001**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

**In die saak tussen KUNGWINI PLAASLIKE MUNISIPALITEIT, Eiser, en TONNY MKHWANAZI,  
1ste Verweerder, en NONHLANHLA LYDIA MKHWANAZI, 2de Verweerder**

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 14 Augustus 2001 en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom om 10H00 op 6 Maart 2002 te die Landdroskantore, Krugerstraat, Bronkhorstspuit, geregtelik verkoop sal word, naamlik:

Erf 888, geleë in die dorpsgebied Erasmus Uitbreiding 5, Registrasieafdeling JR, provinsie Gauteng, ook bekend as Alanlaan 38, Masada, Bronkhorstspuit.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Krugerstraat 51, Bronkhorstspuit, ter insae lê en onder andere die volgende behels:

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

Gedateer te Bronkhorstspuit op hede die 22 Januarie 2002.

De Swardt Prokureurs, Prokureurs vir Eiser, 29 Rooth Street, Bronkhorstspuit, 1020. [Tel: (013) 932-1030.] P O Box 371, Bronkhorstspuit, 1020. (Verw. Dr A D de Swardt/TB/P126.)

Aan: Die Balju van die Landdroshof.



Saaknr: 1321/2000

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

**In die saak tussen PLAASLIKE RAAD VAN BRONKHORSTSPRUIT, Eiser, en  
MEV F C E BRITZ, N.O., BRITZ TRUST, Verweerder**

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 23 Maart 2001 en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom om 10H00 op 6 Maart 2002 te die Landdroskantore, Krugerstraat, Bronkhorstspuit, geregteik verkoop sal word, naamlik:

Erf 522, geleë in die dorpsgebied Riamarpark Uitbreiding 4, Registrasieafdeling JR, provinsie Gauteng, ook bekend as Proteaweg 109, Riamarpark, Bronkhorstspuit.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Krugerstraat 51, Bronkhorstspuit, ter insae lê en onder andere die volgende behels:

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

Gedateer te Bronkhorstspuit op hede die 24 Januarie 2002.

De Swardt Prokureurs, Prokureurs vir Eiser, 29 Rooth Street, Bronkhorstspuit, 1020. [Tel: (013) 932-1030.] P O Box 371, Bronkhorstspuit, 1020. (Verw. Dr A D de Swardt/TB/P2277.)

Aan: Die Balju van die Landdroshof.

Saaknr: 1318/2000

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

**In die saak tussen PLAASLIKE RAAD VAN BRONKHORSTSPRUIT, Eiser, en  
MEV F C E BRITZ, N.O., BRITZ TRUST, Verweerder**

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 15 Maart 2001 en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom om 10H00 op 6 Maart 2002 te die Landdroskantore, Krugerstraat, Bronkhorstspuit, geregteik verkoop sal word, naamlik:

Erf 516, geleë in die dorpsgebied Riamarpark Uitbreiding 4, Registrasieafdeling JR, provinsie Gauteng, ook bekend as Proteaweg 121, Riamarpark, Bronkhorstspuit.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Krugerstraat 51, Bronkhorstspuit, ter insae lê en onder andere die volgende behels:

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

Gedateer te Bronkhorstspuit op hede die 24 Januarie 2002.

De Swardt Prokureurs, Prokureurs vir Eiser, 29 Rooth Street, Bronkhorstspuit, 1020. [Tel: (013) 932-1030.] P O Box 371, Bronkhorstspuit, 1020. (Verw. Dr A D de Swardt/TB/P2274.)

Aan: Die Balju van die Landdroshof.

Saaknr: 1322/2000

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

**In die saak tussen PLAASLIKE RAAD VAN BRONKHORSTSPRUIT, Eiser, en  
MEV F C E BRITZ, N.O., BRITZ TRUST, Verweerder**

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 23 Maart 2001 en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom om 10H00 op 6 Maart 2002 te die Landdroskantore, Krugerstraat, Bronkhorstspuit, geregteik verkoop sal word, naamlik:

Erf 656, geleë in die dorpsgebied Riamarpark Uitbreiding 4, Registrasieafdeling JR, provinsie Gauteng, ook bekend as Sonneblomweg 43, Riamarpark, Bronkhorstspuit.



En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Krugerstraat 51, Bronkhorstspuit, ter insae lê en onder andere die volgende behels:

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

Gedateer te Bronkhorstspuit op hede die 23 Januarie 2002.

De Swardt Prokureurs, Prokureurs vir Eiser, 29 Rooth Street, Bronkhorstspuit, 1020. [Tel: (013) 932-1030.] P O Box 371, Bronkhorstspuit, 1020. (Verw. Dr A D de Swardt/TB/P2278.)

Aan: Die Balju van die Landdroshof.

**Saaknr: 1323/2000**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

**In die saak tussen PLAASLIKE RAAD VAN BRONKHORSTSPRUIT, Eiser, en  
MEV F C E BRITZ, N.O., BRITZ TRUST, Verweerder**

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 14 Maart 2001 en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom om 10H00 op 6 Maart 2002 te die Landdroskantore, Krugerstraat, Bronkhorstspuit, geregteelik verkoop sal word, naamlik:

Erf 439, geleë in die dorpsgebied Riamarpark, Registrasieafdeling JR, provinsie Gauteng, ook bekend as Sonneblomstraat 90, Riamarpark, Bronkhorstspuit.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Krugerstraat 51, Bronkhorstspuit, ter insae lê en onder andere die volgende behels:

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

Gedateer te Bronkhorstspuit op hede die 23 Januarie 2002.

De Swardt Prokureurs, Prokureurs vir Eiser, 29 Rooth Street, Bronkhorstspuit, 1020. [Tel: (013) 932-1030.] P O Box 371, Bronkhorstspuit, 1020. (Verw. Dr A D de Swardt/TB/P2271.)

Aan: Die Balju van die Landdroshof.

**Saaknr: 554/2001**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

**In die saak tussen KUNGWINI PLAASLIKE MUNISIPALITEIT, Eiser, en DERRICK BONGINKOSI XABA,  
1ste Verweerder, en MULALO THELMA MATSHIDZA, 2de Verweerder**

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 26 Julie 2001 en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom om 10H00 op 6 Maart 2002 te die Landdroskantore, Krugerstraat, Bronkhorstspuit, geregteelik verkoop sal word, naamlik:

R.G. van Erf 367, in die dorpsgebied Riamarpark, Registrasieafdeling JR, provinsie Gauteng, ook bekend as Krisantweg 55, Riamarpark, Bronkhorstspuit.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Krugerstraat 51, Bronkhorstspuit, ter insae lê en onder andere die volgende behels:

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

Gedateer te Bronkhorstspuit op hede die 23 Januarie 2002.

De Swardt Prokureurs, Prokureurs vir Eiser, 29 Rooth Street, Bronkhorstspuit, 1020. [Tel: (013) 932-1030.] P O Box 371, Bronkhorstspuit, 1020. (Verw. Dr A D de Swardt/TB/P109.)

Aan: Die Balju van die Landdroshof.



Saaknr: 691/2001

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

**In die saak tussen KUNGWINI PLAASLIKE MUNISIPALITEIT, Eiser, en  
MATHOTHO SIMON SHABANGU, Verweerder**

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 14 Augustus 2001 en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom om 10H00 op 6 Maart 2002 te die Landdroskantore, Krugerstraat, Bronkhorstspuit, geregtelik verkoop sal word, naamlik:

Erf 795, geleë in die dorpsgebied Erasmus Uitbreiding 5, Registrasieafdeling JR, provinsie Gauteng, ook bekend as Dennisstraat 19, Masada, Bronkhorstspuit.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Krugerstraat 51, Bronkhorstspuit, ter insae lê en onder andere die volgende behels:

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

Gedateer te Bronkhorstspuit op hede die 22 Januarie 2002.

De Swardt Prokureurs, Prokureurs vir Eiser, 29 Rooth Street, Bronkhorstspuit, 1020. [Tel: (013) 932-1030.] P O Box 371, Bronkhorstspuit, 1020. (Verw. Dr A D de Swardt/TB/P124.)

Aan: Die Balju van die Landdroshof.

Saakno: 29553/2001

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Transvaalse Provinsiale Afdeling)****In die saak tussen ABSA BANK BEPERK, Eiser, en SERENE 44 BK (CK95/28878/23), Verweerder**

'n Openbare veiling sonder reserwe prys word gehou te Fehrslaan Sentrum, Strubenstraat 130A, Pretoria, op 6 Maart 2002 om 10h00 van:

Deel 44, Deelplan Nr SS558/1992, in skema bekend as Serene Place, geleë Erf 3519, Garsfontein Uitbreiding 7, waarvan grondoppervlakte 77 (sewe en sewentig) vierkante meter groot is, 'n onverdeelde aandeel van in die gemeenskaplike eiendom, gehou kragtens Akte van Transport ST49484/1998.

*Straatadres:* 505 Serenestraat, Serene Place No. 44, Garsfontein.

*Verbeterings:* Sitkamer, kombuis, 2 slaapkamers, bad/toilet. *Buitegebou:* Afdak.

Die omvang in verbeterings word nie gewaarborg nie.

Verkoopsvoorwaardes lê ter insae by Balju, Pretoria-Oos, Fehrslaansentrum, Strubenstraat 130A, Pretoria.

Rooth & Wessels, Pretoria. (Tel: 300-3027.) (Verw: Geyser/mev Mare/F04058/101040.)

Case Number: 29940/2001

**IN THE HIGH COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)****In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
WOODROW ANDRE BUCKLEY (Identity number: 5510255091087), Defendant**

In execution of a judgment of the Above Honourable Court and Writ of Execution, the following property will be sold in execution on Wednesday, 6 March 2002 at 10h00 by the Sheriff of the High Court, Pretoria-South, held at Fehrslane Centre, 130A Struben Street Pretoria to the highest bidder:

Erf 1518, Elarduspark Extension 3 Township, Registration Division J.R., the Province of Gauteng, in extent 1 635 (one thousand six hundred and thirty five) square metres.

Subject to the Conditions contained therein and specially the Reservation of Mineral Rights.

The following information is furnished, though in this regard nothing is guaranteed:

*Street address:* 760 Bendor Street, Elarduspark, Pretoria.

*Improvements:* Semi-completed dwelling consisting of a lounge, dining room, 3 bedrooms, 2 bathrooms, separate shower, kitchen, uncompleted garage.

*Reserved price:* The property is being sold without reserve.



*Terms:* 10% of the purchase price in cash payable immediately after the sale and the balance to be guaranteed within 30 days from date of sale by means of a Bank or Building Society guarantee.

Conditions of sale: Same shall lie for inspection at the offices of the Sheriff for the High Court Pretoria-South at Edenpark Building, 82 Gerhard Street, Lyttelton Agricultural Holdings, Centurion.

Signed at Pretoria on 7 February 2002.

(sgd) F M Nel, for Couzyn, Hertzog & Horak, Attorneys for Plaintiff, Praetor Forum, Van der Walt Street, Pretoria. [Tel: (021) 322-8780.] (Ref: Nel/S3/920/LL.)

**Case Number: 86681/00**

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

**In the matter between THE BODY CORPORATE OF HARLEY GARDENS, Plaintiff, and MR M I SENYELO, First Defendant, and MRS M Y SENYELO, Second Defendant**

Kindly take notice that on Friday the 15th day of March 2002 at 10h00 and at the Magistrate's Court, Johannesburg a public auction sale will be held in front of Fox Street Entrance, Johannesburg, at which the Sheriff of the Court in this action, Warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Certain: Section 6 (Flat 7), Harley Gardens, measuring 83 sqm.

Also known as: Unit 6 (Flat 7), Harley Gardens, cnr Fortesque & Harley Streets, Yeoville.

*Improvements reported* (which are not warranted to be correct and are not guaranteed): 1 x bedroom, 1 x kitchen, 2 x balcony, 1 x bathroom, 1 x lounge.

(hereinafter referred to as "the Property")

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

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

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

Dated at Johannesburg on this the 5th day of February 2002.

Signed: A J van Rensburg, for Thomson Wilks, Plaintiff's Attorneys, Ground Floor, West Wing, President Place, 148 Jan Smuts Avenue, Rosebank, Johannesburg; P O Box 3242, Parklands. (Tel: 880-8023.) (Ref: Mr van Rensburg/cm/T235.) (Docex 6, Parktown North.)

**Case Number: 5866/01**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and J J MARNEWICK, 1st Defendant, and A P MARNEWICK, 2nd Defendant**

In execution of a Judgment of the above Court, an auction sale will be held on the 8 March 2002 at 11h15 at the offices of the Sheriff, 182 Leeuwpoot Street, Boksburg on conditions that may be inspected at his offices:-

*Certain:* Portion 14 of Erf 134, Witfield Township, Registration Division IR, Province of Gauteng, measuring 1 122 (one thousand one hundred and twenty two) square metres, held by Deed of Transfer Number T35757/92.

*Situate at:* 17 David Street, Witfield.

The following information is furnished re the improvements, without any guarantee:- Lounge, kitchen, 2 bedrooms, 1 bathroom, w/c.

Dated at Boksburg this 13 day of February 2002.

(sgd) L. J. Bavin, for I. Kramer & Moodie, Attorney for Plaintiff, 316 Trichardt's Road, Boksburg; P.O. Box 26, Boksburg, 1460. [Tel: (011) 892-3050.] (Ref: Mr A Louw/O Smuts/NC/TB3040.)

**Saaknommer: 8555/01**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING

**In die saak tussen S A CLOTHING INDUSTRIES (PTY) LTD, Eksekusieskuldeiser en E CASSIM h/a AMERICAN JUNIOR, Eksekusieskuldenaar**

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 15 November 2001, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op die 6de dag van Maart 2002 by die kantore van die Balju, Krugerlaan 34A, Vereeniging om 10h00.



**Beskrywing:** Erf 261, Dadaville, Registrasie Afdeling I.Q., Gauteng, groot 1 226 (eenduisend tweehonderd ses en twintig) vierkante meter.

**Verbeterings:** 3 slaapkamers woonhuis, badkamer, kombuis, sitkamer, eetkamer, geteelde kamer, 4 kante omhein (geen waarborg word aangaande verbeterings verskaf).

**Die straat adres is:** Abu Hairrairah Crescent 104, Dadaville, Vereeniging.

**Voorwaardes:**

1. Die verkoping sal onderhewig wees aan die bepalings van die Lanndrohowe Wet nr 32 van 1944 en die Rëels daar- onder uitgevaardig, die voorwaardes bevat in die Akte/s van Transport, en sal verkoop word aan die hoogste bieder.

2. Die Koper sal aan die Balju 10% van die koopprys betaal onmiddellik na die ondertekening van die verkoopsvoorwaardes en hom ook voorsien van 'n Bank- of Bouverenigingwaarborg binne (14) veertien dae vanaf die datum van die verkoop vir die balans van die koopprys.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en 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 30ste dag van Januarie 2002.

(Get) Mev T A Maritz, vir Steyn Lyell & Marais, Steyn Lyell & Marais Gebou, Lesliestraat 21; Posbus 83, Vereeniging. [Tel: (016) 421-4471.] (Verw: T A Maritz/ls.)

**Saak No. 26953/2001**

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

**In die saak tussen: BOE BANK LIMITED (formerly NBS BANK LIMITED), Eiser, en**  
**MATOME STANLEY RASETSOKE, 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 Oos te Fehrslane Centre, 130A Strubenstraat, Pretoria op die 6de dag van Maart 2002 om 10h00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die veilingsafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Hooggeregshof, Pretoria-Oos voor die verkoping ter insae sal lê:

Deel Nr 102, soos getoon en volledig beskryf op Deelplan SS188/88 in die skema bekend as Kingswood ten opsigte van die grond en gebou of geboue geleë te Weavindpark Dorpsgebied, Plaaslike Owerheid, Stadsraad van Pretoria, groot 73 (drie en sewentig) 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 ST80794/95 (ook bekend as 123 Kingswood Woonstelle, Westlakelaan, Weavind Park).

**Verbeterings:** 1 1/2 slaapkamer woonstel met badkamer, kombuis en sit/eetkamer asook onderdak parking.

**Gebruiksbestemming:** Algemene woondoeleindes.

Die bovermelde inligting in verband met verbeterings op die eiendom word versterk, maar geen waarborg kan daarvoor gegee word nie.

Geliewe voorts daarop te let dat die verkoopsvoorwaardes by die kantoor van die Balju, Pretoria-Oos ingesien mag word.

Geteken te Pretoria op die 12de dag van Februarie 2002.

S E du Plessis, Van der Merwe Du Toit Prokureurs Ing., Prokureurs vir Eiser, Sanlamsentrum, Middestad, 14de Vloer, Andriesstraat 252, Pretoria. [Tel. (012) 322-8490.] (Verw. Mev Engels/B0027/380.)

**Case No. 5254/01**

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

**In the matter between: CASHBANK LIMITED, Plaintiff, and AARON SIBEKO, Defendant**

In terms of a judgment granted by the Magistrate's Court for the District of Roodepoort dated 25 June 2001 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at 10 Liebenberg Street, Roodepoort, to the highest bidder on Friday, the 1st day of March 2002 at 10h00:

Portion 137 (a portion of portion 60) of Erf 10644, Dobsonville Extension 3 Township, Registration Division I.Q., Province of Gauteng, in extent 260 (two hundred and sixty) square metres.

**Street address:** Erf 10644/137, Dobsonville Extension 3 Township.

**Conditions of sale:**

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrate's Court Act No. 32 of 1944 as amended and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.



2. The following information is furnished but not guaranteed: Brick dwelling consisting of lounge, dining-room, passage, kitchen, 1 bathroom and 2 bedrooms.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Roodepoort South.

4. Payment shall be effected as follows:

4.1 Ten percent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15,5% 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.

Signed at Cape Town on 15 January 2002.

Graham Bellairs Attorneys, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. Mr G Bellairs/cf/W02040.)

**Case No. 17253/1998**

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

**In the matter between NEDCOR INVESTMENT BANK LTD, Plaintiff, and NICOLAOS PANAGIOTOPOULOS, 1st Defendant, and LOR 'N CHEM, 2nd Defendant**

In terms of a judgment of the High Court of South Africa (Transvaal Provincial Division) and a writ of attachment in the above-mentioned matter, a sale by public auction will held on Tuesday, 12 March 2002 at 10h00 by the Sheriff of Pretoria Central, upon conditions which may be inspected at the office of the said Sheriff and which will be read out by the auctioneer at the time of the sale of the property owned by the Defendant at 234 Visagie Street, Andries Street Entrance, Pretoria:

Certain Eff 1223, Queenswood Ext 5, Registration Division JK, Gauteng, in extent 919 square metres, held by Deed of Transfer T10525/94, known as 16 Blesbok Street, Queenswood, consisting of Small Factory Premises.

Dated at Pretoria on this 1st day of February 2002.

Werner van Rensburg Attorneys, Attorney for Execution Creditor, 193 Blankwood Street, Arcadia, Pretoria, 0001. [Tel (012) 343-4522.] [Fax (012) 343-6369.] (Ref WVR/mh/Z00197.)

**EASTERN CAPE  
OOS-KAAP**

**Case No. 6898/95**

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

**In the matter between MR GIFT ZIDZATANE, Plaintiff, and Mrs V T MPOZISWA, Defendant**

The following property will be sold in execution on Friday the 8th day of March 2002 at 10h00 to the highest bidder at East London Court, Buffalo Street, East London:

Erf 46468, Gompso Town, Local Municipality, Buffalo City Division of East London, Province of the Eastern Cape, in extent 22 190,0 square metres, held by Deed of Transfer No. TL-4970/99.

*Improvements:* Single dwelling, 2 bedrooms, lounge, kitchen and toilet with bathroom.

*Conditions:*

1. A deposit of ten (10) per centum of the purchase price must be paid in cash or by a deposit-taking institution guaranteed cheque at the time of the sale and the balance against registration of transfer.

2. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London.

Dated at East London on this 22nd day of January 2002.

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

**Case No. 71951/98**

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

**FUTURE BANK CORPORATION LIMITED versus XOLANI CHRISTOPHER DICK**

In pursuance of a judgment dated 27th August 1998 and an attachment on the 21st January 2002, the following immovable property will be sold in front of the Magistrate's Court, Govan Mbeki Avenue, Port Elizabeth, by public auction on Friday, 8th March 2002 at 2.15 p.m.:



Erf 1410, kwaDwesi, in the Municipality and Division of Port Elizabeth, the Province of Eastern Cape, in extent 456 square metres, situate at 30 Gonci Street, kwaDwesi, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a brick dwelling under tiled roof consisting 3 bedrooms, lounge, kitchen and bathroom.

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, 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 4th February 2002.

Pagdens • Stultings, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Central, Port Elizabeth; P O Box 132, P.E., 6000. (Tel. 502-7200.) (Ref. Mrs D Steyn/N0569/67.)

**Case No. 20523/00**

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

**FBC FIDELITY BANK LIMITED *versus* BONELWA CILIA BELL**

In pursuance of a judgment, dated 19th June 2000 and an attachment on the 28th January 2002, the following immovable property will be sold in front of the Magistrate's Court, Govan Mbeki Avenue, Port Elizabeth, by public auction on Friday, 8th March 2002 at 2.15 p.m.:

Erf 2018, kwaDwesi, situate in the Municipality and Division of Port Elizabeth, Eastern Cape Province, in extent 264 square metres, situate at 36 Mhlothine Street, kwaDwesi, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a brick dwelling under tiled roof consisting 2 bedrooms, lounge, kitchen and bathroom.

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, Danelllyn 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 4th February 2002.

Pagdens • Stultings, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Central, Port Elizabeth; P O Box 132, P.E., 6000. (Tel. 502-7200.) (Ref. Mrs D Steyn/F0048/291.)

**Case No. 16046/01**

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 SM JAGERS, First Execution Debtor, and CR JAGERS, Second Execution Debtor**

The following immovable property will be sold in execution on 7 March 2002 at 09h00 to the highest bidder at the Magistrate's Court, Buffalo Street, East London:

5 Valley View Street, Parkridge, East London: Erf ELM43758, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 125 square metres held by Deed of Transfer No. T4839/1996.

The following improvements are reported but not guaranteed: A dwelling.

**Conditions:**

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

Dated at East London this 29th day of January 2002.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (043) 743-3700.] (Ref. M Kriel/tm/BCM/Z05507.)



**Case No. 2624/01**

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  
NR JAFTA, First Execution Debtor, and V JAFTA, Second Execution Debtor**

The following immovable property will be sold in execution on 7 March 2002 at 09h00 to the highest bidder at the Magistrate's Court, Buffalo Street, East London:

13 Sunbird Place, Amalinda, East London: Erf ELM46922, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 503 square metres, held by Deed of Transfer No. T9/1997.

The following improvements are reported but not guaranteed: A dwelling.

*Conditions:*

1. A deposit of ten (10) per centum of the purchase price must be paid in cash or by a deposit-taking institution guaranteed cheque at the time of the sale and the balance against registration of transfer.

2. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London.

Dated at East London this 28th day of January 2002.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (043) 743-3700.] (Ref. M Kriel/tm/BCM/Z09071.)

**Case No. 17149/01**

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  
NV TSAWE, Execution Debtor**

The following immovable property will be sold in execution on 7 March 2002 at 09h00 to the highest bidder at the Magistrate's Court, Buffalo Street, East London:

8 High View Close, Braelyn, East London: Erf ELM32844, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 493 square metres, held by Deed of Transfer No. T5508/1996.

The following improvements are reported but not guaranteed: A dwelling.

*Conditions:*

1. A deposit of ten (10) per centum of the purchase price must be paid in cash or by a deposit-taking institution guaranteed cheque at the time of the sale and the balance against registration of transfer.

2. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London.

Dated at East London this 28th day of January 2002.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (043) 743-3700.] (Ref. M Kriel/tm/BCM/Z05801.)

**Case No. 16059/01**

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  
PB NOTUNUNU, First Execution Debtor, and XH NOTUNUNU, Second Execution Debtor**

The following immovable property will be sold in execution on 7 March 2002 at 09h00 to the highest bidder at the Magistrate's Court, Buffalo Street, East London:

7 Kilimanjaro Road, Braelyn, East London: Erf ELM27607, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 731 square metres, held by Deed of Transfer No. T11636/1998.

The following improvements are reported but not guaranteed: A dwelling.

*Conditions:*

1. A deposit of ten (10) per centum of the purchase price must be paid in cash or by a deposit-taking institution guaranteed cheque at the time of the sale and the balance against registration of transfer.

2. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London.

Dated at East London this 24th day of January 2002.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (043) 743-3700.] (Ref. M Kriel/tm/BCM/Z05783.)



Case No. 222/01

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

**STANDARD BANK OF S.A. LIMITED, Plaintiff, and MONGEZI MICHAEL TSHAM, First Defendant, and  
PHATHIWE HAZEL TSHAM, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 26 March 2001 and attachment in execution dated 24 April 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, 15 March 2002 at 15h00:

Erf 1363, kwaDwesi, Municipality and Division of Port Elizabeth, Eastern Cape Province, measuring 314 (three hundred and fourteen) square metres, situate at 73 Mckilish Street, kwaDwesi Phase 3, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consisting of 1 living room, 3 bedrooms, 1 kitchen and 1 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 173 Cape Road, Greenacres, Port Elizabeth with telephone number (041) 396-9225.

**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 day of sale, the balance against transfer to be secured by a bank or bank guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this the 31st day of January 2002.

G Lotz, Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. (Ref. G Lotz/lp/46668.)

Case No. 67/2001

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

**In the matter between CATHCART TRANSITIONAL LOCAL COUNCIL (now AMAHLATI MUNICIPALITY), Plaintiff, and  
SOLLY WOKO, Defendant**

In pursuance of a judgment granted in the above Honourable Court dated 29 May 2001 and a subsequent warrant of execution, the following property will be sold on 6 March 2002 at 10h00 in front of the Magistrate's Court, Cathcart to the highest bidder subject to the provisions of this conditions of sale:

**Property:**

1. Erf 343, Cathcart in the Amahlati Municipality, Division of Cathcart, Province of the Eastern Cape, in extent 881 (eight hundred and eighty one) square metres, also known as 22 Hill Street, Cathcart.

The following information relating to the property is furnished but not guaranteed in any way. There is an existing dwelling on the property, the extent being unknown. It comprises two bedrooms, kitchen, diningroom, living room, sun room, bathroom/toilet, double garage and staff quarters.

**Conditions of sale:**

1. The property is sold voetstoots subject to the terms and conditions of the Magistrate's Court and Rules thereunder and subject to the provisions of its Title Deed.

2. The purchaser shall pay ten (10%) percentum of the purchase price and the Sheriff's commission immediately after the sale and the unpaid balance, is to be secured by a satisfactory bank guarantee to be furnished to the Plaintiff's attorney/Sheriff within fourteen (14) days of date of sale.

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

4. Full conditions of the sale may be inspected at the Office of the Sheriff of the Court, Cathcart, and at the Offices of the Plaintiff's attorneys and these will be read out by the Sheriff immediately before the sale and of which the contents may be incorporated herein.

Dated at Cathcart this 5 day of February 2002.

Elliotts, Plaintiff's Attorneys, 35A Main Street, Cathcart, 5310.

Case No: 175/01

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  
JONATHAN HOUSING CC, CK87/16883/23, First Defendant, NORMAN GERALD LE GRANGE, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 28 February 2001 and an Attachment in Execution dated 28 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, 15 March 2002 at 15h00.



1. *Erf:* 3725, Kabega (a portion of Remainder Erf 2722, Kabega), Municipality and Division of Port Elizabeth, Province of the Eastern Cape.

*Measuring:* 908 (Nine Hundred and Eight) square metres.

*Situated at:* 145 Van der Stel Street, Kabega Park, Port Elizabeth.

2. *Erf:* 3724, Kabega (a portion of Remainder Erf 2722, Kabega), Municipality and Division of Port Elizabeth, Province of the Eastern Cape.

*Measuring:* 611 (Six Hundred and Eleven) square metres.

3. *Erf:* 3723, Kabega (a portion of Remainder Erf 2722, Kabega), Municipality and Division of Port Elizabeth, Province of the Eastern Cape.

*Measuring:* 609 (Six Hundred and Nine) square metres.

*Situated at:* 141 Van der Stel Street, Kabega Park, Port Elizabeth.

4. *Erf:* 3726, Kabega (a portion of Remainder Erf 2722, Kabega), Municipality and Division of Port Elizabeth, Province of the Eastern Cape.

*Measuring:* 423 (Four Hundred and Twenty Three) square metres.

*Situated at:* 9A O'Neill Close, Kabega Park, Port Elizabeth.

While nothing is guaranteed, it is understood that they are vacant plots.

The Conditions of Sale will be read prior to the sale and may be inspected at the Office of the Sheriff, 15 Rink Street, Central, Port Elizabeth or at Plaintiff's attorneys.

Further details can be obtained from the offices of the Plaintiff at 173 Cape Road, Greenacres, Port Elizabeth, Telephone (041) 3969255.

*Terms:* 10% deposit and Sheriff's charges of 5% of the proceeds of the sale which shall be paid by the purchaser up to 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 this the 31st day of January 2002.

Per: (Sgd) Mr G Lotz, Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. Ref: Mr G Lotz/bg/45890.

#### Case No: 265/2001

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

#### In the matter between: G B S MUTUAL BANK, Plaintiff, and DAWID MARTHINUS THERON, Defendant

In Pursuance of a Judgment of the above Honourable Court dated 22nd February 2001, and attachment dated 19th November 2001, the following immovable property of the Defendant will be sold at 6 Hoepoe Street, Boesmansriviermond, by public auction on the 8th March 2002 at 10h00:

Erf 316, Boesmansriviermond, Ndlambe Municipality, Division of Alexandria, Eastern Cape Province.

*In extent:* 506 Square Metres, held by Deed of Transfer No. T46996/92 (known as 6 Hoepoe Street, Boesmansriviermond).

Whilst nothing is guaranteed it is understood that the improvements consist of a 6 room dwelling house with kitchen, pantry and bathroom plus 2 outbuildings containing servants quarters and garage plus carport.

The Purchaser must make a deposit of ten per centum (10%) of the Purchase Price, pay the fees of the Sheriff of the Magistrate's Court and the arrear rates on the day of the sale, the balance to be payable against registration of transfer and to be secured by a guarantee from a Bank or Building Society in favour of the Sheriff of the Magistrate's Court to be approved by the Plaintiff's Attorneys, within fourteen (14) days of the date of sale.

The said property will be sold on the conditions which will be read out at the sale by the Sheriff of the Magistrate's Court, which conditions may be inspected at the Offices of the Magistrate, Alexandria and Sheriff's Office, Lotzkloof, Alexandria.

Dated at Grahamstown this 23rd day of January 2002.

Dold & Stone, Attorneys for Plaintiff, 100 High Street, Grahamstown. (Ref: Mr C K M Stone.) Tel: 046-62 22348.

#### NOTICE OF SALE IN EXECUTION

#### In the matter between ABSA BANK LIMITED and JAMES EBERT & MARION BERNADETTE DU PLESSIS (EAST LONDON, Case No. 28314/01)

The property known as Erf 18055, East London, in extent of 1204 square metres with street address being 11 Lynton Road, Sunnyridge, East London, will be sold in execution on 8th March 2002 at 10h00 in the Foyer of the Magistrate's Court, East London to the highest bidder subject to the provisions of the Conditions of sale.

The Conditions of Sale may be inspected at the offices of the Sheriff of the Court, Oxford Street, East London.

The following information is supplied but not guaranteed: Entrance hall, lounge, dining room, kitchen, 3 x bedrooms, bathroom, garage, carport, separate w.c., granny flat—lounge, kitchen, bedroom, bathroom.

Dated at East London this 1st day of February 2002.

Russell Incorporated, Plaintiff's Attorneys - Tel. 043 - 7433073, 8 Graham Road, Southernwood, East London, 5201. (Mr C Breytenbach / dg / KAB479 (A828).



**NOTICE OF SALE IN EXECUTION**

**In the matter between ABSA BANK LIMITED and KARL FRED & DOREEN MARGARET BROSCHK  
(EAST LONDON, Case No. 25432/01)**

The property known as Erf 150, Cintsas, in extent of 858 square metres with street address being 150 Dolphin Road, Cintsas East will be sold in execution on 8th March 2002 at 10h00 in the Foyer of the Magistrate's Court, East London to the highest bidder subject to the provisions of the Conditions of sale.

The Conditions of Sale may be inspected at the offices of the Sheriff of the Court, Oxford Street, East London.

The following information is supplied but not guaranteed: Open plan lounge-diningroom-kitchen, 3 x bedrooms, bathroom with w.c., s/garage, granny flat-bedroom, lounge-kitchen, bathroom & shower with w.c.

Dated at East London this 1st day of February 2002.

Russell Incorporated, Plaintiff's Attorneys - Tel. 043 - 7433073, 8 Graham Road, Southernwood, East London, 5201.  
(Mr C Breytenbach / dg / KWI000 (A819)).

**NOTICE OF SALE IN EXECUTION**

**In the matter between ABSA BANK LIMITED and MELROSE MBUYISELO GODLO  
(EAST LONDON, Case No.17335/01)**

The property known as Erf 1660, East London, in extent of 1189 square metres with street address being 17 McGovern Road, Amalinda, East London will be sold in execution on 8th March 2002 at 10h00 in the Foyer of the Magistrate's Court, East London to the highest bidder subject to the provisions of the Conditions of sale.

The Conditions of Sale may be inspected at the offices of the Sheriff of the Court, Oxford Street, East London.

The following information is supplied but not guaranteed: Entrance hall, laundry, lounge, 4 x bedrooms, dining room, bathroom with w.c. & shower, bathroom with w.c., scullery, 2 x garages.

Dated at East London this 1st day of February 2002.

Russell Incorporated, Plaintiff's Attorneys - Tel. 043 - 7433073, 8 Graham Road, Southernwood, East London, 5201.  
(Mr C Breytenbach / dg / KAB421 (A741)).

**Case No: 32/2000**

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

**In the matter between: FIRSTRAND BANK LIMITED, Execution Creditor, and ROBERT PULLEN,  
First Execution Debtor, ROSIE JOHANNA PULLEN, Second Execution Debtor**

In pursuance of a Judgment of the above Honourable Court granted on 9 February 2000 and a Writ of Attachment dated 10 February 2000, the following property will be sold in execution, by Public Auction, without reserve, to the highest bidder on Friday, 8 March 2002 at 3:00 p.m. in the Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth.

Erf 1005, Bloemendal, in the Nelson Mandela Metropolitan Municipality and Division of Port Elizabeth, Province of the Eastern Cape, in extent 260 square metres and situated at 5 Hollyhock Crescent, Booysens Park, Port Elizabeth.

Held under Deed of Transfer No. T71875/95.

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

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

**Terms:** Deposit of 10% and Acting Sheriff's charges at 5% on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000,00 and thereafter 3% up to a maximum of R7 000,00 subject to a minimum of R300,00 plus VAT on Acting Sheriff's charges on the date of sale, the balance against the transfer to be secured by a bank guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Acting Sheriff within 21 days from the date of the sale.

The following improvements on the property are reported, but in this regard nothing is guaranteed:

Brick dwelling under tile, with lounge, dining room, kitchen, 3 bedrooms, bathroom, w/c & garage.

Dated at Port Elizabeth this 1st day of February 2002.

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



Case No. 1452/01

IN THE HIGH COURT OF SOUTH AFRICA  
(South-Eastern Cape Local Division)**In the matter between BOE BANK LIMITED, Plaintiff, and CYRIL JOHN DENNIS, 1st Defendant, and  
JOAN ELIZABETH DENNIS, 2nd Defendant**

In pursuance of a judgment of the above Honourable Court, dated 14 September 2001 and attachment in execution dated 16 October 2001, the following property will be sold at the Magistrate's Office, Durban Street, Uitenhage, by public auction on Thursday, 7 March 2002 at 11:00:

Erf 15131, Uitenhage, measuring 735 square metres, situated at 15 Muscovy Street, Uitenhage.

While nothing is guaranteed, it is understood that the main building consists of lounge, dining room, kitchen, four bedrooms, two bathrooms, two wc's and garage.

The conditions of sale will be read prior to the sale and may be inspected at the Office of the Sheriff, 4 Baird Street, Uitenhage 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, Tel. (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 23 January 2002.

Greyvensteins Nortier, St George's House, 104 Park Drive, Port Elizabeth. (Ref. H le Roux/sh/z16240.)

Saak No. 2102/00

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Suid-Oos Kaapse Plaaslike Afdeling)**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en CORTJE FAMILIE TRUST, 1ste Verweerder, FREDDIE  
CORTJE, 2de Verweerder, GARETH FREDERICK CORTJE, 3de Verweerder, SERGIO FERGUS CORTJE, 4de Verweerder**

Ter uitvoering van 'n vonnis in die bogenoemde Agbare Hof gedateer 6de November 2000 en 'n lasbrief vir eksekusie, sal die volgende eiendom per openbare veiling verkoop word sonder reserwe en aan die hoogste bieder op Vrydag, die 8ste Maart 2002 by die kantore van die Balju vir die Hooggeregshof, Veilingskamers, Grond Vloer, hoek van Rink- en Clydestraat, Port Elizabeth om 3.00 n.m.:

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

Alhoewel nie gewaarborg, bestaan die eiendom uit 'n enkel verdieping baksteen woonhuis met ingangsportaal, sitkamer, eetkamer, kombuis, vyf slaapkamers, twee studeerkamers, gesinskamer, wassery, drie badkamers en buitegeboue bestaande uit 'n dubbelmotorhuis en stoorkamer.

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

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

Gedateer te Port Elizabeth op hierdie 1ste dag van Februarie 2002.

Pagdens Stultings, Castle Hill 18, Sentraal, Port Elizabeth, 6001. (Te. 502-7248.) (Verw. E Michau/S2802/93.)

Case No. 1090/01

IN THE HIGH COURT OF SOUTH AFRICA  
(South-Eastern Cape Local Division)**In the matter between ABSA BANK LIMITED, Plaintiff, and DEON THEUNIS MIGGELS, 1st Defendant, and  
LUCILLE GAYNOR MIGGELS, 2nd Defendant**

In pursuance of a judgment of the above Honourable Court, dated 28 May 2001 and attachment in execution dated 28 June 2001, the following property will be sold at the 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 March 2002 at 15:00:

Erf 7822, Bethelsdorp in the Municipality and Division of Port Elizabeth, measuring 478 square metres, situated at 7 Norval Street, Bethelsdorp, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consists of lounge, kitchen, bathroom, two bedrooms.

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, Tel. (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 31 January 2002.

Greyvensteins Nortier, St George's House, 104 Park Drive, Port Elizabeth. (Ref. H le Roux/sh/z15855.)

**Case No. 1074/2001**

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

**STANDARD BANK OF S.A. LIMITED, Plaintiff, and HANNES ROMAN, First Defendant, and  
NONINA GLADYS ROMAN, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 20 September 2001 and attachment in execution dated 5 October 2001, the following property will be sold at The Magistrate's Court, Grahamstown, by public auction on Wednesday, 13 March 2002 at 10h00:

Erf 7669, Grahamstown, in the Municipality of Grahamstown, Division of Albany, measuring 392 (three hundred and ninety two) square metres, situated at 4 Paton Place, Lavender Valley, Grahamstown.

While nothing is guaranteed, it is understood that the main building consists of 1 living room, 2 bedrooms, 1 kitchen and 1 bathroom.

The conditions of sale will be read prior to the sale and may be inspected at the Office of the Sheriff, District of Albany, 127 High Street, Grahamstown or at Plaintiff's attorneys.

Further details can be obtained from the offices of the Plaintiff's attorneys at 119 High Street, Grahamstown with Tel. (046) 622-7005.

*Terms:* 10% deposit and Sheriff's charges of 5% of the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000,00 and thereafter 3% on the balance, up to a maximum Fee of R7 000,00, subject to a minimum of R300,00, on the date of sale, the balance against transfer to be secured by a bank or bank guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within twenty-one (21) days from the date of the sale.

Dated at Grahamstown this the day of 2002.

R. Laing, Wheeldon Rushmere & Cole, Plaintiff's Attorneys, 119 High Street, Grahamstown. (Ref. R Laing/lr.)

**Case No. 428/2000**

IN THE HIGH COURT OF SOUTH AFRICA  
(Transkei Division)

**In the matter between AFRICAN BANK LIMITED, Plaintiff, and ZITHULELE MAQOKOLO, Defendant**

In pursuance of judgment granted by the above Honourable Court on the 31st August 2000 and the warrant of execution dated 16th September 2000, issued thereon the following immovable property will be sold in execution on Friday, the 1st day of March 2002 at 13h00 in front of the Magistrate's Court at Blyth Street, Butterworth to the highest bidder:

*Certain:* Piece of land being Erf No. 5742, Butterworth, in Butterworth Township Extension No. 15 situate in the Mquma Municipality, District of Gcuwa, measuring six hundred (600) square metres, situated at No. 5742 Vulle Valley, Butterworth.

*Conditions of sale:*

1. The purchaser shall pay 10% (ten percent) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold "voetstoots" and shall be subject to the Rules of the High Court.

3. The full conditions of sale may be inspected at the offices of the Sheriff at No. 26 Fuller Street, Butterworth.

4. The following information as to the improvements is furnished, but not guaranteed: Dwelling house undr brick and tile with a lounge, 3 bedrooms, kitchen, bathroom.

Dated at Umtata this 7th day of February 2002.

The Sheriff of the High Court, Butterworth.

Potelwa & Co., Plaintiff's Attorneys, 74 Madeira Street, Umtata.



Saak Nr. 3309/2001

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

**In die saak tussen A KOESTER, Eiser, en JIMMY NELL, ID. Nr. 4805065688085, Eerste Verweerder, en SANNIA NELL, Geboortedatum 19/05/1956, Tweede Verweerder**

Ingevolge 'n vonnis toegestaan in bogemelde Agbare Hof op 27 Maart 2001 en 'n lasbrief vir eksekusie teen goed uitgevoer op 30 November 2001, sal die ondervermelde vaste eiendom per openbare veiling verkoop word op 7 Maart 2002 om 11:00 te Landdroshof, Durbanstraat, Uitenhage:

Sekere stuk grond, synde Erf 14983, Uitenhage, geleë in die Plaaslike Oorgangsraad en Afdeling Uitenhage (nou Nelson Mandela Metropolitaanse Munisipaliteit), groot 312 vierkante meter, gehou kragtens Akte van Transport Nr. T46438/1994.

Die volgende inligting word verskaf, alhoewel geen waarborg in die verband daarmee gegee word nie: Die eiendom is geleë en bekend as Dodostraat 46, Uitenhage, Uitenhage, bestaande uit 'n woonhuis onder asbesdak, met twee slaapkamers, sitkamer, kombuis, badkamer, toilet en hout buitegebou.

Gesoneer: Enkelwoondoeleindes.

*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 000,00 (seweduisend rand).

(b) Die balans teen transport verseker te word deur middel van goedgekeurde bank- of bouverenigingswaarborgs ten gunste van die Vonniskskuldeiser en/of sy genomineerde by die Balju vir die Landdroshof ingehandig te word binne veertien dae na datum van verkoping, welke waarborgs 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-Noord [Tel. (041) 991-0038.]

Gedateer te Uitenhage op 28 Januarie 2002.

Baard Lessing Ingelyf, Prokureurs vir Eiser, Bairdstraat 14, Uitenhage, 6229.

Case No. 560/90

## IN THE HIGH COURT

(Bisho)

**In the matter between ARCH WHOLESALERS, Plaintiff, and M GUNGULUZA, t/a MASIVOYE GENERAL DEALER, Defendant**

In pursuance of a judgment in the above Honourable Court on the 29th of November 1990 and a writ of execution dated 20th of April 2000 the following immovable property will be sold in execution on the 6th of March 2002 at 10h00 or so soon thereafter at the Magistrate's Court, Peddie:

Erf 128, Peddie, being 4th Avenue, Peddie, in extent 800 square metres.

*Improvements:* 1 flat—35 square metres, 1 flat—87 square metres, 1 shop—88 square metres.

Held by Deed of Transfer T281/83. None of the above is guaranteed.

*Conditions of sale:*

1. The purchaser will pay 10% of the purchase price on the date of the sale. A building society, banker or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold "voetstoots" in terms of the Magistrate's Court Act and subject to the provisions of the Title Deeds.

3. The full conditions of sale may be inspected at Plaintiff's Attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 14th day of January 2002.

Hutton & Cook, Plaintiff's Attorneys, Sutton Square, Queen's Road, King William's Town. (Ref. P Monaghan/mf.)

Case No. 5669/01

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

**In the matter between STANDARD BANK OF S.A. LIMITED (Reg. No. 62/00738/06), Plaintiff, and MNCEDISI EMMANUEL JEKUBENI, First Defendant, and NONTOBKO JEKUBENI, Second Defendant**

In pursuance of a judgment granted in the Magistrates, King Williams Town, and writ of execution dated 3 October 2001 by the above Honourable Court, the following property will be sold in execution on Thursday, the 7 March 2002 at 10h00 by the Sheriff of the Court, at Sheriff's Offices, 5 Eales Street, King Williams Town of the property:



Erf 5742, King Williams Town, commonly known as 5742 Balazi Valley, King Williams Town, in extent 410 square metres, held by Deed of Transfer No. T6370/1996.

The conditions of sale will be read prior to the sale and may be inspected at 5 Eales Street, King William's Town.

*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 Plaintiffs' 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:* (6 number of rooms), 1 x living room, 2 x bedrooms, 1 x bathroom.

Dated at East London on this 18 January 2002.

Drake Flemmer & Orsmond, East London. (Ref. T Mathie/RW/S2017/36s435083.)

**Case No. 3287/99**

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

**In the matter between: STANDARD BANK OF S.A. LTD, Plaintiff, and MZIKAYISE MANSION KIVA, First Defendant, and NOMDUMISO JOYCE KIVA, Second Defendant**

In pursuance of a Judgment granted in the Magistrates, King Williams Town, and Writ of Execution dated 25 May 2001 by the above Honourable Court, the following property will be sold in Execution on Wednesday, the 13 March 2002 at 10h00, by the Sheriff of the Court, at Magistrates Court Mdsantsane, of the property known as:

Ownership Unit No. 1350, Mdantsane.

Township of Mdantsane Q: commonly known as 1350 NU16, Mdantsane.

*In Extent:* 348 square metres, registered under Folio No. TX2241/1994.

The Conditions of Sale will be read prior to the sale and may be inspected at: Offices of the Sheriff, 5 Eales Street, King Williams Town.

*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:* 1 x living room, 2 x bedrooms, 1 x bathroom, 1 x kitchen.

Dated at East London on this 18 January 2002.

Drake Flemmer & Orsmond, East London. (Ref: T Mathie/RW/S1062/36S435035.)

**Case No: 25254/01**

IN THE MAGISTRATES' COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between: FIRSTRAND BANK LIMITED (formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and MS FLORENCE ATTWELL, Defendant**

In pursuance of a judgment of the Magistrates' Court for the district of East London held at East London, and a Writ of Execution dated 23rd November 2001, the following property listed hereunder will be sold in execution on Friday, 8th of March 2002 at 09:00 am or so soon thereafter as the matter may proceed, the Sale to be held at The Magistrate's Court, Buffalo Street, East London:

Erf 25274, East London, East London Transitional Local Council, Division of East London, the Province of the Eastern Cape, in extent 226 (two hundred and twenty six) square metres.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voet-stoots 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 13,5 (thirteen comma five percentum) 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): Dwelling, stoep, extension.

4. The complete Conditions of Sale will be read out at the time of the sale and may be inspected prior thereto at the office of the Sheriff, 4 Lower Oxford Street, East London and at the offices of the undersigned.

D.A. Maree, Don Maree Attorneys, Plaintiff's Attorneys, 30 Tecoma Street, Berea, East London. (Ref: D A Maree/cw/CP22.)



Case No: 354/01

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and XOLANI JUSTICE DLOVA, Defendant**

In pursuance of a Judgment of the above Honourable Court dated 27 March 2001, and the Warrant of Execution dated 30 March 2001, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on Friday, 8 March 2002 at 15h00, at Sheriff's Auction Room, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Street, Port Elizabeth:

Erf 6475, Motherwell (previously Erf 516, Motherwell, NU5, Phase 2), in the Administrative District of Uitenhage, Measuring 281 square metres, Held by Certificate of Registered Grant of Leasehold No. TL2167/1990, situate at 57 Cruena Street, Motherwell, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed:

Lounge, 3 bedrooms, 1 bathroom/wc, kitchen.

A substantial bond can be arranged for an approved purchaser.

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

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

Dated at Port Elizabeth this 24th day of January 2002.

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

Case No: 719/01

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and DIDEKA CHARLOTTE MADLINGOZI, Defendant**

In pursuance of a Judgment of the above Honourable Court dated 21 May 2001, and the Warrant of Execution dated 28 May 2001, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on Friday, 8 March 2002 at 15h00, at Sheriff's Auction Room, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Street, Port Elizabeth:

Erf 2338, Kwadwesi (previously Erf 69, Kwadwesi), in the Administrative District of Port Elizabeth, Measuring 361 square metres, Held by Deed of Transfer No. TL1041/1989, situate at 28 Mdubi Street, Kwadwesi, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed:

Lounge, diningroom, 3 bedrooms, kitchen and bathroom.

A substantial bond can be arranged for an approved purchaser.

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

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

Dated at Port Elizabeth this 25th day of January 2002.

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

Case No: 51949/99

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

**In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
PETERSEN & SMITHIES CC, First Defendant, L A SMITHIES, Second Defendant**

In pursuance of a Judgment of the above Honourable Court dated 18 September 2000 and an attachment dated 11 December 2001, the following property will be sold at the front entrance of the New Law Courts, North End, Port Elizabeth, by public auction on Friday, 8 March 2002 at 14:15.

Erf 2825, Kabega, in the Municipality and Division of Port Elizabeth, Province of Eastern Cape, in extent 126 (One Hundred and Twenty Six) square metres, situate at Shop 7, Cape Road, Kabega Park, Port Elizabeth, Held by Deed of Transfer No. T26208/96.



While nothing is guaranteed, it is understood that the property consists of a double storey premises, back court yard with ablutions separate from the main building.

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

The Conditions of Sale will be read prior to the sale and may be inspected at the Office of the Sheriff South, 8 Rhodes Street, North End, Port Elizabeth or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff's Attorneys, at 4 Cape Road, Port Elizabeth, Telephone (041) 5821416.

**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 of by Plaintiff's Attorneys, to be furnished to the Sheriff within twenty one (21) days from the date of the sale.

Dated at Port Elizabeth this the 4th day of January 2002.

Smith Tabata Loon & Connellan Inc, Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Mr R Bhoola/cf/A32662.) Tel: 041-5821416.

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**Case No: 51949/99**

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

**In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plainiff, and Petersen & Smithies CC, First Defendant, L A SMITHIES, Second Defendant**

In pursuance of a Judgment of the above Honourable Court dated 18 September 2000 and an attachment dated 11 December 2001, the following property will be sold at the front entrance of the New Law Courts, North End, Port Elizabeth, by public auction on Friday, 8 March 2002 at 14:15.

Erf 1727, North End, in the Municipality and Division of Port Elizabeth, Province of Eastern Cape, in extent 357 (Three Hundred and Fifty Seven) square metres, situate at 3 Hancock Street, North End, Port Elizabeth, Held by Deed of Transfer No. T933/1954.

While nothing is guaranteed, it is understood that the property is a workshop separated by a glass partitioned office area as well as a service area opening onto the road.

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

The Conditions of Sale will be read prior to the sale and may be inspected at the Office of the Sheriff South, 8 Rhodes Street, North End, Port Elizabeth or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff's Attorneys, at 4 Cape Road, Port Elizabeth, Telephone (041) 5821416.

**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 of by Plaintiff's Attorneys, to be furnished to the Sheriff within twenty one (21) days from the date of the sale.

Dated at Port Elizabeth this the 4th day of January 2002.

Smith Tabata Loon & Connellan Inc, Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Mr R Bhoola/cf/A32662.) Tel: 041-5821416.

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**Case No. 17172/01**

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

**In the matter between: BUFFALO CITY MUNICIPALITY, Execution Creditor, and M VELAPHI, Execution Debtor**

The following immovable property will be sold in execution on 7 March 2002 at 9h00 to the highest bidder at the Magistrate's Court, Buffalo Street, East London:

6 Oliver Tambo Street, Lloyd Charles, East London: Erf 3904316613, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 160 square metres, held by Deed of Transfer No. TE3632/1993.

The following improvements are reported but not guaranteed: Dwelling, outside toilet.

**Conditions:**

1. A deposit of ten (10) per centum of the purchase price must be paid in cash or by a deposit-taking institution guaranteed cheque at the time of the sale and the balance against registration of transfer.

2. The sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's office, 4 Lower Oxford Street, East London.

Dated at East London this 22nd day of January 2002.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. Ref: Ms Kriel/bc/BCM/Z05825. Tel: (043) 7433700.



## Case No. 12310/01

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

**In the matter between: BUFFALO CITY MUNICIPALITY, Execution Creditor, and W VETUME,  
First Execution Debtor, N T VETUME, Second Execution Debtor**

The following immovable property will be sold in execution on 7 March 2002 at 9h00 to the highest bidder at the Magistrate's Court, Buffalo Street, East London:

16 Radcliffe Crescent, Highway Gardens, East London: Erf 39485, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 226 square metres, held by Deed of Transfer No. T4922/1993.

The following improvements are reported but not guaranteed: Dwelling.

*Conditions:*

1. A deposit of ten (10) per centum of the purchase price must be paid in cash or by a deposit-taking institution guaranteed cheque at the time of the sale and the balance against registration of transfer.

2. The sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's office, 4 Lower Oxford Street, East London.

Dated at East London this 22nd day of January 2002.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. Ref: Ms Kriel/bc/BCM/Z07578. Tel: (043) 7433700.

## Case No. 15936/01

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 RIKO JOHN KRUGER,  
First Execution Debtor, ERNA KRUGER, Second Execution Debtor**

The following immovable property will be sold in execution on 7 March 2002 at 9h00 to the highest bidder at the Magistrate's Court, Buffalo Street, East London:

1 Buller Street, Cambridge, East London: Erf 5625, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 758 square metres, held by Deed of Transfer No. T3183/1990.

The following improvements are reported but not guaranteed: Dwelling, Outbuildings, Servant's Quarters, Garage, Verandah.

*Conditions:*

1. A deposit of ten (10) per centum of the purchase price must be paid in cash or by a deposit-taking institution guaranteed cheque at the time of the sale and the balance against registration of transfer.

2. The sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's office, 4 Lower Oxford Street, East London.

Dated at East London this 22nd day of January 2002.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. Ref: Ms Kriel/bc/BCM/Z05990. Tel: (043) 7433700.

## Case No: 35333/2001

MAGISTRATE'S COURT PORT ELIZABETH

**ABSA BANK LIMITED, Plaintiff, versus MERVIN STRYDOM (ID 6905065238085), 1st Defendant,  
CAROLINE STRYDOM (ID 7012050246089), 2nd Defendant**

The following property will be sold in execution at the entrance, New Law Courts, North End, Port Elizabeth, on Friday, 8 March 2002 at 14:15, to the highest bidder:

A unit consisting of:

a) Section No 5 as shown and more fully described on Sectional Plan No. SS458/95 in the scheme known as Algoa Hof in respect of the land and building or buildings situate at Algoa Park in the Municipality of Port Elizabeth, of which the floor area, according to the said sectional plan, is 59 square metres in extent; and

b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; Held by Deed of Transfer ST17046/95; Situate at 5 Algoa Court, Algoa Park, Port Elizabeth.

1. The following improvements are reported but not guaranteed: Dwelling: 2 bedrooms, lounge, kitchen and bathroom with w.c.



**2. Payment:**

2.1 Ten per centum (10%) of the purchase price must be paid in cash or by guaranteed cheque at the time of the Sale and the balance (plus interest at the current rate of 14,50% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale;

2.2 Sheriff's charges of 5% on 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.

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.

Goldberg & De Villiers, Per: C. G. Moodliar, Attorneys for Judgment Creditor, 13 Bird Street, Port Elizabeth. (Ref: Mr C Moodliar/Mrs E Rossouw.)

**Case No. 18363/01**

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

**In the matter between: BUFFALO CITY MUNICIPALITY, Execution Creditor, and DD QUBEKILE, Execution Debtor**

The following immovable property will be sold in execution on 7th March 2002 at 09h00 to the highest bidder at the Magistrate's Court, Buffalo Street, East London:

35 Oliver Tambo Street, Charles Lloyd Township, East London: Erf 39034, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 162 square metres, held by Deed of Transfer No. T4884/1993.

The following improvements are reported but not guaranteed: Dwelling, toilet.

**Conditions:**

1. A deposit of ten (10) per centum of the purchase price must be paid in cash or by a deposit-taking institution guaranteed cheque at the time of the sale and the balance against registration of transfer.

2. The sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's office, 4 Lower Oxford Street, East London.

Dated at East London this 23rd day of January 2002.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. Ref: MK/kk/BCM/Z05820. Tel: (043) 743 3700.

**Case No. 45808/01**

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

**In the matter between: BUFFALO CITY MUNICIPALITY, Execution Creditor, and N ROJI, Execution Debtor**

The following immovable property will be sold in execution on 7th March 2002 at 09h00 to the highest bidder at the Magistrate's Court, Buffalo Street, East London:

43 Sarhili Hintsa Crescent, Braelyn, East London: Erf 45808, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 237 Square Metres, held by Deed of Transfer No. T5942/1997.

The following improvements are reported but not guaranteed: Vacant Plot.

**Conditions:**

1. A deposit of ten (10) per centum of the purchase price must be paid in cash or by a deposit-taking institution guaranteed cheque at the time of the sale and the balance against registration of transfer.

2. The sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's office, 4 Lower Oxford Street, East London.

Dated at East London this 23rd day of January 2002.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. Ref: MK/kk/BCM/Z05860. Tel: (043) 743 3700.

**Case No. 9018/00**

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

**In the matter between: BUFFALO CITY MUNICIPALITY, Execution Creditor, and  
PAULCON PROP CC, Execution Debtor**

The following immovable property will be sold in execution on 7th March 2002 at 09h00 to the highest bidder at the Magistrate's Court, Buffalo Street, East London:

7 St Pauls Road, Northend, East London: Erf 31379, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 1057 square metres, held by Deed of Transfer No. T1000/1991.



The following improvements are reported but not guaranteed: Vacant Plot.

*Conditions:*

1. A deposit of ten (10) per centum of the purchase price must be paid in cash or by a deposit-taking institution guaranteed cheque at the time of the sale and the balance against registration of transfer.

2. The sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's office, 4 Lower Oxford Street, East London.

Dated at East London this 23rd day of January 2002.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. Ref: MK/kk/BCM/Z29142. Tel: (043) 743 3700.

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**Case No. 16516/01**

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

**In the matter between: BUFFALO CITY MUNICIPALITY, Execution Creditor, and CJ GALE, Execution Debtor**

The following immovable property will be sold in execution on 7th March 2002 at 09h00 to the highest bidder at the Magistrate's Court, Buffalo Street, East London:

5 Highfield Road, Beacon Bay, East London: Erf 1273, Beacon Bay, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 3550 square metres, held by Deed of Transfer No. T2136/1984.

The following improvements are reported but not guaranteed: Dwelling, Swimming Pool, Outbuildings, Stoep.

*Conditions:*

1. A deposit of ten (10) per centum of the purchase price must be paid in cash or by a deposit-taking institution guaranteed cheque at the time of the sale and the balance against registration of transfer.

2. The sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's office, 4 Lower Oxford Street, East London.

Dated at East London this 23rd day of January 2002.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. Ref: MK/kk/BCM/Z06012. Tel: (043) 743 3700.

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**Case No. 18612/01**

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

**In the matter between: BUFFALO CITY MUNICIPALITY, Execution Creditor, and  
FRANRICK PROP CC, Execution Debtor**

The following immovable property will be sold in execution on 7th March 2002 at 09h00 to the highest bidder at the Magistrate's Court, Buffalo Street, East London:

14 Ray Craib Crescent, Beacon Bay, East London: Erf 4169, Beacon Bay, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 1056 square metres, held by Deed of Transfer No. T16346/1998.

The following improvements are reported but not guaranteed: Warehouse.

*Conditions:*

1. A deposit of ten (10) per centum of the purchase price must be paid in cash or by a deposit-taking institution guaranteed cheque at the time of the sale and the balance against registration of transfer.

2. The sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's office, 4 Lower Oxford Street, East London.

Dated at East London this 23rd day of January 2002.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. Ref: MK/kk/BCM/Z09328. Tel: (043) 743 3700.

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**Case No. 3165/01**

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

**In the matter between: BUFFALO CITY MUNICIPALITY, Execution Creditor, and  
TJS PROP TRUST, Execution Debtor**

The following immovable property will be sold in execution on 7th March 2002 at 09h00 to the highest bidder at the Magistrate's Court, Buffalo Street, East London:

8 Schoof Street, Wilsonia, East London: Erf 28702, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 1,8705 Hectares, held by Deed of Transfer No. T3243/1995.



The following improvements are reported but not guaranteed: Office Block, Factory & Power Station.

*Conditions:*

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

Dated at East London this 23rd day of January 2002.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. Ref: MK/kk/BCM/Z09139.  
Tel: (043) 743 3700.

**Case No. 10755/01**

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

**In the matter between: BUFFALO CITY MUNICIPALITY, Execution Creditor, and  
Z M DLAMINI, 1st Execution Debtor, C B DLAMINI, 2nd Execution Debtor**

The following immovable property will be sold in execution on 7th March 2002 at 09h00 to the highest bidder at the Magistrate's Court, Buffalo Street, East London:

28 Doreen Road, Haven Hills, East London: Erf 1064, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 1150 square metres, held by Deed of Transfer No. T534/1993.

The following improvements are reported but not guaranteed: A dwelling.

*Conditions:*

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

Dated at East London this 22nd day of January 2002.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. Ref: M Kriel/cm/BCM/Z09155.  
Tel: (043) 743 3700.

**Case No. 16338/01**

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  
K ESSER, Execution Debtor**

The following immovable property will be sold in execution on 7 March 2002 at 09h00 to the highest bidder at the Magistrate's Court, Buffalo Street, East London:

62 Bond Street, Lloyd Charles, East London: Erf 39087, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 220 square metres, held by Deed of Transfer No. TE3865/1993.

The following improvements are reported but not guaranteed: A dwelling, toilet.

*Conditions:*

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

Dated at East London this 22nd day of January 2002.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. Ref: M Kriel/cm/BCM/Z05264.  
Tel: (043) 7433700.

**Case No. 12948/01**

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

**In the matter between: EAST LONDON TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and  
G E P DE WET, 1st Execution Debtor, D DE WET, 2nd Execution Debtor**

The following immovable property will be sold in execution on 7 March 2002 at 09h00 to the highest bidder at the Magistrate's Court, Buffalo Street, East London:

1 Green Place, Buffalo Flats, East London: Erf 28237, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 424 square metres, held by Deed of Transfer No. T4418/1993.



The following improvements are reported but not guaranteed: A dwelling (x 2), balcony, verandah.

**Conditions:**

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

Dated at East London this 22nd day of January 2002.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. Ref: M Kriel/cm/BCM/Z09555.  
Tel: (043) 7433700.

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**NOTICE OF SALE IN EXECUTION**

**In the matter between ABSA BANK LIMITED and RONALD JOHN DAVIS  
(EAST LONDON, Case No. 11143/00)**

The property known as Erf 18163, East London, in extent of 1178 square metres with street address being 53 Conway Road, Sunnyridge, East London will be sold in execution on 8th March 2002 at 10h00 in the Foyer of the Magistrate's Court, East London, to the highest bidder, subject to the provisions of the Conditions of sale.

The Conditions of Sale may be inspected at the offices of the Sheriff of the Court, Oxford Street, East London.

The following information is supplied but not guaranteed: Brick dwelling comprising of lounge, diningroom, kitchen, 3 x bedrooms, bath/shower, outbuildings, d/garage, sq/wc, flat with lounge, bedroom, bath/wc.

Dated at East London this 24th day of January 2002.

Russell Incorporated, Plaintiff's Attorneys - Tel. 043 - 7433073, 8 Graham Road, Southernwood, East London, 5201.  
(Mr C Breytenbach / dg / KAB064 (A369).)

**Case No. 1559/2001**

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

**In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and  
ZWELILUNGILE BABES MATIWANE, Defendant**

The following property will be sold in execution on 13th March 2002 at 10h00, or so soon thereafter to the highest bidder at the Magistrate's Court, Mdantsane, subject to the provisions of the conditions of sale:

Ownership Unit 379 (Mdantsane Q) (NU 17), Mdantsane, measuring 300 square metres, held under Deed of Grant No. TX970/1992.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, 5 Eales Street, King William's Town, and these will be read out immediately before the sale.

The following particulars are furnished, but not guaranteed: A dwelling house.

Dated at East London on this the 5th day of February 2002.

I. C. Clark Inc., Plaintiff's Attorneys, 25 St Lukes Road, Southernwood, East London. (Ref. Mr C. Wood/jo/W/A38/G03262.)

**Case No. 505/01**

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

**In the matter between ABSA BANK, Plaintiff, and MOOS PERILS, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on the 25/5/01 and subsequent Warrant of Execution, the following property will be sold in Execution at 10:30 on 8 March 2002 at 10h30 at the offices of the Sheriff of the Magistrate's Court, 3 Main Street, Humansdorp, namely:

Improved Erf 23, Pellsrus, Jeffreys Bay, also known as 23 Dolphin Street, Pellsrus, Jeffreys Bay, extent 302 (three hundred and two) square metres.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, 3 Main Street, Humansdorp, and contain *inter alia* the following provisions:

1. Ten per cent of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 30 (thirty) days of date of confirmation of sale.
3. Possession subject to any Lease Agreement.

Dated at Humansdorp on the 4th day of February 2002.

C. W. Malan Jeffresbaai Inc, 27 Da Gama Road, Jeffreys Bay; PO Box 273, Jeffreys Bay, 6330. [Tel. (0423) 931053.]  
(Ref. K. Rheeder/A195.)



Case No. 2003/00

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

**In the matter between GBS MUTUAL BANK, Plaintiff, and JOHAN JOACHIM VAN RENSBURG, First Defendant, and CHARMAINE JENNIFER VAN RENSBURG, Second Defendant**

In pursuance of a Judgment of the above Honourable Court dated 27 November 2000 and an Attachment in Execution dated 19 November 2001, the following property will be sold at Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, cnr of Rink and Clyde Streets, Port Elizabeth, by public auction on Friday, 8 March 2002 at 15h00:

Erf 1839, Walmer, situated in the Nelson Mandela Metropolitan Municipality and Division of Port Elizabeth, Province Eastern Cape, measuring 1 428 (one thousand four hundred and twenty eight) square metres, situated at 112 Albert Road, Walmer, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consists of a single storey detached brick and plaster dwelling under asbestos roof consisting of 3 bedrooms/2 livingrooms, kitchen and bathroom and a single storey detached brick and plaster outbuilding under iron roof consisting of a single garage, storeroom, servant's room and water-closet.

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 Euro House, 45 Newton Street, Newton Park, Port Elizabeth. Telephone (041) 365-3377.

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

Dated at Port Elizabeth this the 29th day of January 2002.

A. H. Tucker, for Watson Tucker Incorporated, Plaintiff's Attorneys, Euro House, 45 Newton Street, Newton Park, Port Elizabeth. [Tel. (041) 365-3377.] (Ref. Mr Andrew Tucker/cs/GB0605.)

Case No. 30642/01

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

**In the matter between BOE BANK LIMITED, Plaintiff, and BARBARA THORA BIRKHOLTZ, Defendant**

The following property will be sold in execution on Friday, the 8th day of March 2002 at 09h00, or so soon thereafter as the matter may be called, to the highest bidder at the Magistrate's Court, Lower Buffalo Street, East London:

Erf 863, Kaysers Beach, Amatola District Council, Division of East London, Province of the Eastern Cape, in extent 267 square metres, held by Deed of Transfer No. T4981/1997, situated at 37 Leervis Drive, Seavale, Kaysers Beach.

The following improvements are reported but not guaranteed: A single storey dwelling constructed of klinker brick with tiled roof consisting of a lounge, diningroom, kitchen (built-in stove and cooker), 3 bedrooms, 1½ bathroom, 2 showers, 2 toilets. Outbuildings consist of a garage and storeroom.

**Conditions:**

1. A deposit of ten (10) per centum of the purchase price must be paid in cash or by a deposit-taking institution guaranteed cheque at the time of the sale and the balance against registration of transfer.

2. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London.

Dated at East London on this 12th day of February 2002.

Gravett Schoeman, for Van Rensburg & Moodley Inc., Plaintiff's Attorneys, 29 St Peters Road, Southern Wood, East London. (Ref. Mr Moodley/rm/N399.)

Case No. 1385/2001

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and LEE-ANN LLOYD, Defendant**

In pursuance of a Judgment of the High Court of Port Elizabeth dated 20 July 2001 and a Writ of Execution dated 3 July 2001, the property listed hereunder will be sold in execution on Friday, 8 March 2002 at 15h00, at the Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth (corner of Rink and Clyde Streets):

Certain Erf 10718, Bethelsdorp, measuring 176 m<sup>2</sup> (one hundred and seventy six) square metres, situated at 102 Denson Street, Bethelsdorp.

**Improvements:** 1 living-room, 2 bedrooms, 1 bathroom.



*Material conditions of sale:*

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the Conditions of Sale, the terms of the High Court Act and the Rules made thereunder, and of the Title Deeds in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the Conditions of Sale and the balance plus 16,75% interest thereon per annum shall be secured within twenty one (21) days by a Bank or other suitable Guarantee payable against registration of transfer.

The full Conditions may be inspected at the office of the Sheriff of the High Court.

Dated at Port Elizabeth on this 31st day of January 2002.

Lexicon Attorneys, Plaintiff's Attorneys, cnr Westbourne & Clevedon Roads, P.O. Box 23348, Port Elizabeth. [Tel. (041) 373-7434.] (Ref. Mr S. G. Bossé/pm/S0052/577.)

**Saak No. 138/01**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN CRADOCK GEHOU TE CRADOCK

**In die saak tussen ABSA BANK BEPERK, Eiser, en mnr. FANIE PERRY DIKANA, Eerste Verweerder, en mev. NONTINI ANGELINA DIKANA, Tweede Verweerder**

Ingevolge 'n Bevel gegee deur die Landdroshof te Cradock gedateer 6 Maart 2001 en 'n Lasbrief vir Eksekusie uitgevoer op 23 Maart 2001, sal die ondergemelde vaste eiendom bekend as:

Erf 508, Cradock, in die Inxuba Yethemba Munisipaliteit, Afdeling Cradock, Oos-Kaap Provinsie, groot 260 (twee ses nul) vierkante meter, gehou kragtens Transportakte TL2239/95, ook bekend as Lulastraat 7, Cradock; in eksekusie verkoop word aan die hoogste bieder vir kontant op 8 Maart 2002 om 10h00, voor die Landdroshof, Adderleystraat, Cradock.

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

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

Die wesenlike terme en voorwaardes van verkoping is as volg: Die koper sal 10% van die koopprijs onmiddellik na die verkoping betaal en die balans teen registrasie van die oordrag.

Gedateer te Cradock op hierdie 8ste dag van Februarie 2002.

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

**Case No. 13586/2000**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and LULAMA ZOZI, Defendant**

A sale in execution of the undermentioned property is to be sold by the Sheriff Port Elizabeth, and to be held at the Sheriff's Office, 15 Rink Street (corner of Rink & Clyde Streets), Port Elizabeth, on Friday, 8 March 2002 at 15h00.

Full conditions of sale can be inspected at the Sheriff Port Elizabeth, 15 Rink Street (corner of Rink & Clyde Streets), Port Elizabeth, 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 18711 Ibhayi at McNamee Village, Administration District of Port Elizabeth, measuring 133 square metres, also known as 247 Madala Street, New Birghton, Port Elizabeth.

*Improvements:* Dwelling—1 bedroom, 1 kitchen, 1 living room.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Lora/E3406.)

**Case No. 1038/2001**

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

**FIRST RAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and ZAMANI HLEKISO, Defendant**

A sale in execution of the undermentioned property is to be held without reserve 6 Umqayi Road, Sunnyridge, East London on Friday, 8 March 2002 at 10h00.

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

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



*Property:* Erf 43921 of East London, Province of the Eastern Cape, known as 6 Umnqayi Road, Sunnyridge.

*Improvements:* Lounge, kitchen, 3 bedrooms, bathroom, toilet.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref: Mr B. du Plooy/LVDM/GP3241.)

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**Case No. 591/01**

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

**In the matter between FBC FIDELITY BANK LTD, Plaintiff, and Dr MALIZO BANTU MPEHLE, Defendant**

Pursuant to the judgment of the above Honourable Court granted on 11 April 2001 and a warrant of execution dated 17 September 2001, the following property will be sold by public auction to the highest bidder on Thursday, 7 March 2002 at 10h00 in front of the offices of the Messenger of the Court, Durham Street (opposite fire station), Umtata.

*Attached property:* Erf 414, Umtata, Umtata Transitional Local Council, District of Umtata, No. 41 Craister Street, Umtata, Province of the Eastern Cape, in extent 1 301 square metres.

The property in question is a three bedroomed house, including a sitting room, dining room and bathrooms. The house has got the following improvements:

1. A bungalow;
2. a double garage; and
3. concrete walling.

The special conditions of sale may be inspected at the office of the attorneys of the Judgment Creditor or Messenger of the Court's Offices, Umtata.

Dated at Umtata on this 5th day of February 2002.

Nama, Majeke, Mjali & Co., Plaintiff's Attorneys, No. 5 Park Road, Umtata. (Ref. PM/bmm/NMU01/09.)

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**Case No. 3004/2001**

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

**In the matter between: AFRICAN BANK LIMITED, Plaintiff, and LINDA YVONNE PETER, Defendant**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 12/10/01 the following property will be sold on Tuesday, 7 March 2002 at 10h00 in the forenoon at the office of the Sheriff, N. 5 Eagles King William's Town, to the highest bidder:

*Certain:* Piece of land being Erf 447, Ginsberg (commonly known as No. 3 Mzontsundu Street, Ginsberg) situate in the District of King William's Town, measuring two hundred and forty one (241) square metres.

*Conditions of sale:*

1. The Purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold "voetstoots" and shall be subject to the terms and rules of the Magistrate's Court Act and also subject to the provisions of the Title Deed.

3. The full conditions of the sale may be inspected at the offices of the Plaintiff's Attorneys and these will be read out by the Auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: Dwelling house.

Dated at King William's Town on this 30th day of January 2002.

Potelwa & Company, Plaintiff's Attorneys, 17 Arthur Street, King William's Town. (Ref. FMM/oms/AB-126.)

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**Case No. 5855/1999**

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

**In the matter between: AFRICAN BANK LIMITED, Plaintiff, and THANDILE EUGLET ZANTSI, Defendant**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 12/10/2001 the following property will be sold on Thursday, the 7th day of March 2002 at 10h00 in the forenoon or so soon thereafter at the office of the Sheriff, No. 5 Eales Street, King William's Town, to the highest bidder:

Certain piece of land being Erf No. 10, situate in Ginsberg Township, in the District of King William's Town, measuring three hundred (300) square metres.

*Conditions of sale:*

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.



2. The property shall be sold "voetstoots" and shall be subject to the terms and rules of the Magistrate's Court Act and also subject to the provisions of the Title Deed.

3. The full conditions of the sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: Dwelling house.

Dated at King William's Town on this 5th day of February 2002.

Potelwa & Company, Plaintiff's Attorneys, 17 Arthur Street, King William's Town. (Ref. FMM/nms/AB-28.)

**Saak No. 4591/2001**

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

**In die saak tussen: DR A R VAN DEN BERG & VENNOTE, Eiser, en KATIE ELIZABETH MAGIELIES, ID No. 5106220197081, Eerste Verweerder, en MARTIN MAGIELIES, ID No. 3810265228089, Tweede Verweerder**

Ingevolge 'n Vonnis toegestaan in bogemelde Agbare Hof op 15 Mei 2001 en 'n Lasbrief vir Eksekusie teen Goed uitgevoer op 3 Desember 2001, sal die ondervermelde vaste eiendom per openbare veiling verkoop word op 7 Maart 2002 om 11:00, te Landdroshof, Durbanstraat, Uitenhage.

Sekere stuk grond, synde Erf 6099, Uitenhage, geleë in die Plaaslike Oorgangsraad en Afdeling Uitenhage (nou Nelson Mandela Metropolitaanse Munisipaliteit), groot 600 vierkante meter, gehou kragtens Akte van Transport No. T3129/1992.

Die volgende inligting word verskaf, alhoewel geen waarborg in die verband daarmee gegee word nie: Die eiendom is geleë en bekend as Ofsowitzylaan 24, Uitenhage, bestaande uit 'n woonhuis onder asbesdak, met twee slaapkamers, sitkamer, kombuis, badkamer en toilet. *Gesoneer:* Enkelwoondeleindes.

*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) op die eerste R30 000 (dertigduisend rand) en daarna 3% tot 'n maksimum fooi van R7 000 (seweduusend rand).

(b) Die balans teen Transport verseker te word deur middel van goedgekeurde bank- of bouverenigingswaarborg ten gunste van die Vonnis skuldeiser en/of sy genomineerde by die Balju vir die Landdroshof ingehandig te word binne veertien dae na datum van verkoping, welke waarborg 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-Noord [Tel. (041) 991-0038].

Gedateer te Uitenhage op 29 Januarie 2002.

Baard Lessing Ingelyf, Prokureurs vir Eiser, Bairdstraat 14, Uitenhage, 6229.

**Case No. 6499/00**

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

**In the matter between EASTERN CAPE DEVELOPMENT CORPORATION, Execution Creditor, and LAWRENCE MANDLENKOSI HLALUKANA, Execution Debtor**

In pursuance of judgment granted on the 5th February 2001, in the Magistrate's Court for the district of Queenstown, and under a warrant of execution issued thereafter the immovable property listed hereunder will be sold in execution on the 7th March 2002 at 10H00, in front of Magistrate's Court, Umtata, to the highest bidder:

*Description:* Certain piece of land being Erf No. 3964, Extension No. 20 Ikwezi Township, Umtata, which is situated at Umtata, commonly known as No. 72 Dikweni Street, Ikwezi Township, Umtata, in extent 468 (four hundred and sixty eight) square metres.

The property is hypothecated in favour of the execution creditor.

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

2. The Purchaser shall pay 10% (ten per cent) of the purchase price on the date of sale on the signing of these conditions.

3. The unpaid balance together with interest is to be paid against transfer of the property into the name of the purchaser and to be secured by a satisfactory Bank/Building Society Guarantee to the satisfaction of the Execution Creditor, and which Guarantee is to be furnished to Plaintiff's Attorneys within 14 (fourteen) days from the date of sale.

4. The property will be sold voetstoots and as it stands, subject to the conditions of the existing title deed. Neither the Plaintiff nor the Sheriff give any warranty as to the property to be sold.

5. The Plaintiff shall be entitled to appoint its attorneys to attend to the transfer of the property into the name of the Purchaser. The purchaser shall pay all transfer costs, current rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

6. The sale is subject to further conditions which will be read out at the time of the sale and which may be inspected at the Magistrate's Court, Umtata.

Dated at Queenstown on this 11th day of February 2002.

Mpambaniso Attorneys, Plaintiff's Attorneys, 63 Grey Street, Queenstown, 5320. [Tel. (045) 389-2129.] (Ref. ZMN/bc/VE0008.)



Saak No. 1422/01

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA  
(Suid-Oos Kaapse Plaaslike Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en HENDRIK FLIPPIES, Verweerder**

Ter uitvoering van 'n vonnis in die bogenoemde Agbare Hof gedateer 2 Oktober 2001 en 'n lasbrief vir eksekusie, sal die volgende eiendom per openbare veiling verkoop word sonder reserwe en aan die hoogste bieder op Vrydag, die 1ste Maart 2002 voor die Landdroskantoor, Middelstraat, Kirkwood om 10.00 vm., naamlik:

Erf 730, Kirkwood, in die area van die Plaaslike Oorgangsraad, Afdeling Uitenhage, Oos-Kaap Provinsie, groot 1 093 vierkante meter en gehou deur Verweerder onder Titellakte Nommer T 46040/95, welke eiendom ook bekend staan as Robynstraat 1, Kirkwood.

Alhoewel nie gewaarborg, bestaan die eiendom uit 'n enkelverdiepingbaksteenwoonhuis met sitkamer, kombuis, drie slaapkamers en badkamer.

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

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

Gedateer te Port Elizabeth op hierdie 28ste dag van Januarie 2002.

Pagdens Stultings, Eiser se Prokureurs, Castle Hill 18, Sentraal, Port Elizabeth. [Tel. (041) 502-7248.] (Verw. E Michau/S2802/206.)

Case No. 4013/2000

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

**In the matter between MEEG BANK LIMITED, Plaintiff, and ZULU NXASANA, Defendant**

In pursuance of the judgment granted on the 13th July 2000 in the above Honourable Court and the writ of execution issued thereafter, the immovable property mentioned hereunder will be sold in execution on the 13th day of March 2002 in front of the Magistrate's Offices, Butterworth at 10h00 or so soon thereafter to the highest bidder:

*Certain:* Erf No. 2771, Butterworth, Butterworth Township, District of Butterworth, Province of the Eastern Cape, measuring eight hundred and sixty nine (869) square metres.

*Street address:* No. 1667 Msobomvu Location, Butterworth. The property comprises of, but not guaranteed, substantial improvements being a dwelling house.

The special conditions of the sale may be inspected at the offices of the Sheriff No. 26 Fuller Street, P.O. Box 145, Butterworth.

The Auctioneer (for Sheriff), Umtata.

Fikile Ntanyi & Ass., Plaintiff's Attorneys, 10 Sprigg Street, Umtata. (Ref. Mr Ntanyi/ahd/Coll.410.)

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**FREE STATE • VRYSTAAT**

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Saak No. 3019/99

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA  
(Vrystaatse Provinsiale Afdeling)

**In die saak tussen: CORNELIA PETRONELLA JAGGA, Eiseres, en ANTONIE JAGGA, Verweerder**

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 25 Mei 2001 en lasbrief van eksekusie gedateer 14 Desember 2001 sal die volgende eiendom in eksekusie verkoop word op die 6de Maart 2002 om 10h00 te Derde Straat 6A, Westdene, Bloemfontein, te wete:

Sekere Eenheid 76, Skema Naam: SS Constantia Park, Skekma Nr. 133/1994, groot 92 vk m., geleë te Constantiapark 76, Henriette Grovestraat, Langenhovenpark, Bloemfontein.

*Beskrywing:* Meenthuis bestaande uit 2 slaapkamers met ingeboude kaste (hout), badkamer (teël vloer en halfteëlmure), kombuis, eet-/sitkamer, motorhuis, teël-/spitsdak, buitegeboue, kompleksswembad, lapa & plaveisel.

*Verband:* Geen verband.

Die verkoopsvoorwaardes is ter insae by die kantore van die Balju van die Hooggeregshof te Derdestraat 6A, Westdene Bloemfontein, en/of by die Eksekusieskuldeiser se prokureur, p/a Honey en Vennote, 2de Vloer, Watervalsentrum, Aliwalstraat, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 28ste dag van Januarie 2002.

R J Britz, Honey en Vennote Ingelyf, Prokureur vir Eiser, 2de Vloer, Watervalsentrum, Aliwalstraat, Bloemfontein.



Case No. 99/98

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

**In the matter between: MOEKETSI & MOFOKENG DEVELOPERS CC, Judgment Creditor, and  
NTSANE JOHANNES MOKOENA, Judgment Debtor**

In pursuance of a judgment in the Magistrate's Court for the District of Witsieshoek and warrant of execution dated the 13th day of February 1998, the following property will be sold in execution on the 15th day of March 2002 at 09:00, in front of the Magistrate's Court, Phuthaditjaba to the highest bidder, viz:

Defendant's right, title and interest in Erf 64L, Phuthaditjaba, District Witsieshoek, Free State Province, measuring 180 (one hundred and eighty) square metres, comprising dwelling house and outbuildings (dining room, kitchen and 2 bedrooms).

Dated at Witsieshoek on this 8 February 2002.

Sheriff for the Magistrate's Court, Witsieshoek.

Cloete & Neveling Incorporated, Attorney for Plaintiff, Volkskas City Building, Setsing III, Phuthaditjaba, 9866; P O Box 69, Harrismith, 9880. (Ref. Mr Bekker/DG/MMA3.)

Saak No. 37362/2001

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

**In die saak tussen: FIRSTRAND BANK LTD, Eiser, en mnr LAFRAS LÖTTER TROSKIE, 1ste Verweerder, en  
mev ANCHIEN TROSKIE, 2de Verweerder**

Ingevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n lasbrief vir eksekusie sal die volgende eiendom op Woensdag, 6 Maart 2002 om 10:00 te die Baljukantoor Bloemfontein-Wes, Derdestraat Nr. 6A, Bloemfontein aan die hoogste bieder geregtelik verkoop word:

(a) Deel 8, soos getoon en volledig beskryf op Deelplan No. SS48/1986, in die skema bekend as Anjo ten opsigte van die grond en gebou of geboue geleë te Crosskopstraat, Langenhovenpark, Mangaung Plaaslike Munisipaliteit, van welke deel die vloeroppervlakte, volgens genoemde deelplan 115 (eenhonderd-en-vyftien) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken,

(c) bestaande uit 2 slaapkamers met ingeboude kaste, 2 badkamers met teëlvloere, kombuis, TV-/woonvertrek, motorhuis, teëldak, beton omheining.

Gehou kragtens Akte van Transport ST3921/1999 en onderhewig aan verband, met nommer SB9582/99, vir R96 000,00, ten gunste van First Rand Bank Limited, nommer 05/01225/06.

Die koper sal 10% van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank of bougenootskapwaarborg wat binne 7 (sewe) dae na datum van die verkoping aan die Balju gelewer moet word.

Die gemelde verkoping sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju Bloemfontein-Wes, Derdestraat Nr 6A, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 11de dag van Februarie 2002.

JMM Verwey, Hill, McHardy & Herbst, Eiser of Eiser se Prokureur, Elizabethstraat Nr. 23, Bloemfontein, 9301; Posbus 93. [Tel. (051) 447-2171.] (Verw. JMM Verwey/bk/G07413.)

Adres van verweerders: Die Plaas "Rondudura", Ugie, 5470.

Saak No. 937/2001

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

**In die saak tussen: EERSTE NASIONALE BANK, Eiser, en C H HOWSE, 1ste Verweerder, en  
G P HOWSE, 2de Verweerder**

Ten uitvoering van 'n vonnis en ingevolge 'n lasbrief vir eksekusie teen goedere uitgereik in hierdie Agbare Hof deur die Eksekusieskuldeiser se prokureurs op 18 Desember 2001 al die volgende in eksekusie verkoop word deur die Balju vir die Landdroshof Ladybrand op 8 Maart 2002 om 11h00 te die Landdroskantoor, Kerkstraat, Ladybrand, aan die hoogste bieder vir kontant:

Gedeelte 3 van Erf 197, Ladybrand ook bekend as Erasmusstraat 47, Ladybrand.

Terme:

1. 'n Deposito van 10% van die koopprys is betaalbaar in kontant op datum van verkoping.



2. Vir die balanskoopprys moet 'n goedgekeurde bank of bougenootskapwaarborg, binne 14 (veertien) dae na datum van verkoping gelewer word.

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

Aan: Balju vir die Landdroshof, Ladybrand.

Buys & Maré, Dan Pienaarstraat 27, Ladybrand, 9745. (Verw. I. Maré/Inn/A/E197.)

**Saak No. 8309/1998**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WELKOM GEHOU TE WELKOM

**In die saak tussen: WELKOM STADSRAAD, Eiser, en HJW VERSTER (nou DAVIS), Verweerder**

Ingevolge 'n vonnis in die Landdroshof Welkom en 'n lasbrief vir eksekusie gedateer 5 Desember 2001, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 8 Maart 2002 om 11h00, voor die Landdroskantore, Tulbachstraat ingang, Welkom:

Alle reg, titel en belang in die huurpag met betrekking tot: Erf No. 978, bekend as Erneststraat 33, geleë te Riebeeckstad, distrik Welkom, groot 833 (agt drie drie) vierkante meters.

*Verbeterings:* Bestaande uit 'n gewone woonhuis.

*Voorwaardes van verkoping:*

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, Nr. 32 van 1944, soos gewysig en die Reëls daarkragtens uitgevaardig.

2. 10% (tien persent) van die koopprys moet in kontant betaal word onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 15,5% per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een en twintig) dae na datum van die veiling betaal word of gewaarborg word deur 'n goedgekeurde bank of bougenootskapwaarborg.

3. Die volle verkoopsvoorwaardes wat deur die Afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die Kantoor van die Balju, Constantiastraat 100C, Welkom, nagesien word.

Geteken te Welkom op hierdie 29ste dag van Januarie 2002.

HC van Rooyen, Neumann van Rooyen Ingelyf, Heeren II Gebou, Heerenstraat (Posbus 4), Welkom. (Verw. HCVR/catherine/G4791.)

**Saak No. 3419/2001**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

**In die saak tussen: LAND EN LANDBOUBANK VAN SUID-AFRIKA, Eiser, en  
WILLEM ABRAHAM DE JAGER, Verweerder**

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaat Provinsiale Afdeling) sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind te Baljukantoor, Southeystraat 29A, Harrismith, om 11:00 op 8 Maart 2002, naamlik:

1. Resterende gedeelte van die plaas Loskop nr 208, geleë in die distrik Harrismith, groot 327,8664 hektaar, gehou kragtens Transportakte nr. 7150/69.

2. Resterende gedeelte van die plaas Rivierbank Nr 767, geleë in die distrik Harrismith, groot 4,7732 hektaar, gehou kragtens Transportakte Nr 7150/69.

3. Die restant van die plaas Platkop 1108, distrik Harrismith, groot 153,1326 hektaar. Gehou kragtens Transportakte Nr. 6710/87.

Die volgende inligting word verstrek maar in hierdie opsig word niks gewaarborg nie: Verbeterings bestaan uit: Die drie plase word as 'n eenheid benut. Daar is geen geboue nie. Die drie plase is verdeel in drie weikampe en daar is geen bestaande lande nie. Daar is een boorgat, een sement reservoir en een klein gronddam. Die plase is geleë 16 km wes van Harrismith op die Harrismith/Breëdalpad.

*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 bougenootskapwaarborg wat binne veertien dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die Eerste Verbandhouer gekoop word, hoef die 10% kontantbetaling nie gemaak te word nie.

*Voorwaardes:* Die verkoopsvoorwaardes is ter insae in my kantoor te Southeystraat 29A, Harrismith, gedurende kantoorure.

Balju van die Hooggeregshof vir die Distrik, Harrismith.

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



Case No. 1166/01

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

**In the matter between: THE AFRICAN BANK LIMITED Judgment Creditor, and TEBOHO ALBERT MOLEFE, First Judgment Debtor, and MANOTSHI BERTHA MOLEFE, Second Judgment Debtor**

In pursuance of a judgment in the Magistrate's Court for the District of Witsieshoek and warrant of execution dated the 7th day of August 2001, the following property will be sold in execution on the 15th day of March 2002 at 09:00 in front of the Magistrate's Court, Witsieshoek, to the highest bidder, viz:

Defendant's right, title and interest in Erf 352N, Phuthaditjhaba, district Witsieshoek, Free State Province, measuring 280 (two hundred and eighty) square metres, comprising: Dwelling house and outbuildings.

Dated at Witsieshoek on this 25 January 2002.

Sheriff for the Magistrate's Court, Witsieshoek.

Cloete & Neveling Incorporated, Attorney for Plaintiff, Volkskas City Building, Setsing III, Phuthaditjhaba, 9866; P O Box 69, Harrismith, 9880. (Ref. P G van Wyk/dg/L491.)

Case No. 1483/2001

IN THE HIGH COURT OF SOUTH AFRICA

('Orange Free State Provincial Division)

**In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JOSEPH WILLIAM BROWN (I.D. 6105105176086), First Defendant, and SOPHIA MARGARETHA ISABELLA ALWINA BROWN (I.D. No. 6612130050004), Second Defendant**

In execution of a judgment of the High Court of South Africa (Orange Free State Provincial Division) in the abovementioned suit, a sale with/without reserve price is to take place at 29A Southey Street, Harrismith, Free State Province on Friday, the 8th day of March 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 and which conditions may be inspected at the office of the Sheriff of the High Court, 29A Southey Street, Harrismith, prior to the sale:

"Erf 298, Harrismith, distrik Harrismith, Provinsie Vrystaat, groot 1 606 (een duisend ses honderd en ses) vierkante meter, gehou kragtens Akte van Transport T 9943/98, tesame met enige gebou of ander verbeterings daarop" consisting of: Lounge, diningroom, living room, 3 bedrooms, 2 bathrooms, 2 garages, outside room with bathroom, and being 14 Bell Street, Harrismith.

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

D. A. Honiball (NS709F), Attorney for Plaintiff, c/o Israel & Sackstein Inc., 26/28 Aliwal Street, Bloemfontein. [Tel. (051) 448-3145/6/7.]

Saak No. 44569/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen: SAAMBOU BANK BEPERK, Eiser, en W J ENGELBRECHT, 1e Verweerder, en A ENGELBRECHT, 2e Verweerder**

Ter uitvoering 'n van vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Balju-kantore, Barnesstraat 5, Westdene, Bloemfontein, om 10:00 op Vrydag, 8 Maart 2002, van die ondervermelde eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere: Erf 2151, geleë in die stad en distrik Bloemfontein (ook bekend as Sarel Cilliersstraat 10, Hilton, Bloemfontein), groot 898 (agt nege agt) vierkante meter.

**Sonering:** Woondoeleindes.

Onderworpe aan sekere serwitute en voorwaardes; en gehou kragtens Transportakte T18227/95.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woning bestaande uit ingangsportaal, sitkamer, eetkamer, drie slaapkamers, badkamer, kombuis, motorhuis, buitekamer, buite toilet, twee motorafdakke.

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

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

S J le Roux (Rek. 021417823 001), Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat, 165 (Posbus 277), Bloemfontein.



Saak No. 11132/2001

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

**In die saak tussen: SAAMBOU BANK BEPERK, Eiser, en N P KHUNOU, 1e Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Balju-kantore, Barnesstraat 5, Westdene, Bloemfontein, om 10:00 op Vrydag, 8 Maart 2002, van die ondervermelde eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere: Erf 19600, Bloemfontein (Uitbreiding 131), distrik Bloemfontein (ook bekend as 6 Poiterstraat, Bayswater, Bloemfontein), groot 1 328 (een drie twee agt) vierkante meter.

*Sonering:* Woondoeleindes.

Onderworpe aan sekere serwitute en voorwaardes; en gehou kragtens Transportakte T31435/99.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woning bestaande uit ingangsportaal, sitkamer, eetkamer, woonkamer, vier slaapkamers, aantrekkamer, badkamer, stort en toilet, kombuis, opwas, twee motorhuise, buite waskamer.

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

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

S J le Roux (Rek. 025130227 003), Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat, 165 (Posbus 277), Bloemfontein.

Saak No. 498/2001

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

**In die saak tussen BOE BANK BEPERK, bekend as NBS BOLAND BANK BEPERK, Eiser, en E L MADUNA, Verweerder**

1. Ingevolge 'n vonnis van die Landdroshof van Harrismith en 'n lasbrief van eksekusie gedateer 5 November 2001 sal die volgende eiendom geregtelik verkoop word op 15 Maart 2002 om 09h00 te die Landdroskantore, Southeystraat, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder sonder reserwe, naamlik:

Erf 159, geleë in die dorpsgebied Tshame A, distrik Harrismith, Vrystaat Provinsie; groot 600 (ses honderd), vierkante, gehou kragtens Grondbrief TG1864/1990.

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

2.1 Die eiendom is ingedeel in 'n woongebied.

2.2 Die volgende verbeterings is op die eiendom aangebring: 'n Woonhuis bestaande uit 'n sitkamer, kombuis, twee slaapkamers, een badkamer en toilet.

3. *Terme:*

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

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

3.3 Van die suksesvolle bieder word vereis om 10% van die koopprys te betaal plus die baljukostes wat 5% van die eerste R30 000,00 en daarna 3% onderworpe aan 'n maksimum van R7 000,00 en 'n minimum van R260,00 (plus BTW betaalbaar daarop) beloop. Gemelde deposito moet in kontant of per bankgewaarborgde tjek wat vir die balu/afslaer aanvaarbaar is betaal word onmiddellik nadat die bod toegeslaan is.

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

Gedateer te Harrismith op hede die 8ste dag van Februarie 2002.

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

Saak No. 845/2001

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

**In die saak tussen NEDCOR BANK BEPERK, Eiser, en E F HOLM, Verweerder**

1. Ingevolge 'n vonnis van die Landdroshof van Harrismith en 'n lasbrief van eksekusie gedateer 2 Augustus 2001 sal die volgende eiendom geregtelik verkoop word op 15 Maart 2002 om 09h00 te die Landdroskantore, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder sonder reserwe, naamlik:

Erf 267, geleë in die dorp en distrik Harrismith, Provinsie Vrystaat, groot 1 606 vierkante meter, gehou kragtens Transportakte T20872/1995.



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

2.1 Die eiendom is ingedeel in 'n woongebied.

2.2 Die volgende verbeterings is op die eiendom aangebring: 'n Woonhuis bestaande uit 'n sitkamer, eetkamer, woonkamer, studeerkamer, kombuis, drie slaapkamers, een badkamer. *Buitegeboue*: Drie motorhuise en een afdak.

3. *Terme*:

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

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

3.3 Van die suskesvolle bieder word vereis om 10% van die koopprijs te betaal plus die baljuskostes wat 5% van die eerste R30 000,00 en daarna 3% onderworpe aan 'n maksimum van R7 000,00 en 'n minimum van R260,00 (plus BTW betaalbaar daarop) beloop. Gemelde deposito moet in kontant of per bankgewaarborgde tjek wat vir die balu/afslaer aanvaarbaar is betaal word onmiddellik nadat die bod toegeslaan is.

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

Gedateer te Harrismith op hede die 8ste dag van Februarie 2002.

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

**Saak No. 0615/2001**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WELKOM GEHOU TE WELKOM

**In die saak tussen: ABSA BANK BPK, Eiser, en JOHANNES JACOBUS WERNICH, 1ste Verweerder, en  
JUANITA WERNICH, 2de Verweerder**

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 23 Julie 2001 in die Landdroshof te Welkom sal die volgende eiendom verkoop word op Vrydag, 22 Maart 2002 om 11:00 te die Tulbach-ingang, Landdroskantore, Heerenstraat, Welkom:

Sekere Erf 497, Riebeeckstad, distrik Welkom (Treismanstraat 19, Riebeeckstad, Welkom), groot 833 (agthonderd drie en dertig) vierkante meter, geleë te die distrik Welkom, Provinsie Vrystaat, gehou deur die Eksekusieskuldenaars in hul name kragtens Akte van Transport Nr. T2675/99 geregistreer of 12 Februarie 1999 en onderhewig aan sekere serwitute.

*Verbeterings*: Woonhuis met gewone buitegeboue.

1. *Voorwaardes van verkoping*: Die eiendom sal voetstoots verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. *Die koopprijs sal as volg betaalbaar wees*: 'n Deposito van 10% (tien persent) van die koopsom in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente teen 17,25% per jaar op die koopprijs vanaf datum van verkoping tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank of bougenootskapwaarborg.

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

Gedateer te Welkom op hede die 6de dag van Februarie 2002.

J J Mhlambi, J Mhlambi Ing., Archiquantgebou Heerenstraat (Posbus 2407), Welkom.

**Saak No. 24768/98**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen S M DISEKO, Eiser, en A D CHARLIE, Verweerder**

Ter uitvoerlegging van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 27 Oktober 1998 en 'n Lasbrief vir Eksekusie uitgereik teen Verweerder sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tye van die verkoping deur Ellenberger & Kahts voorgelees word te die perseel geleë te die Kantore van die Balju, Bloemfontein-Oos, Barnestraat 5, Westdene, Bloemfontein, op Vrydag, 8 Maart 2002 om 10h00, naamlik:

Sekere Erf 49194, geleë in Mangaung, distrik Bloemfontein, beter bekend as 20083 Logabanestraat, Kagisanong, Bloemfontein, synde 'n woonhuis bestaande uit kombuis, slaapkamer en sitkamer, groot 232 (twee drie twee) vierkante meter, gehou kragtens Titellakte TL7089/1990.

Onderhewig aan die voorwaardes soos daarin uiteengesit.

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



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

Geteken te Bloemfontein op hierdie 14de dag van Februarie 2002.

Balju, Bloemfontein.

H. L. du Toit, vir E. G. Cooper & Seuns Ingelyf, Cooper Huis, St Andrestraat 157, Bloemfontein. [Tel. (051) 447-3374.]

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**Case No. 48023/2001**

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and B J BLOED, 1st Defendant, and  
S S BLOED, 2nd Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff, Bloemfontein East, at 5 Barnes Street, Westdene, Bloemfontein, on Friday, 8 March 2002 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Bloemfontein East, 5 Barnes Street, Westdene, Bloemfontein, 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 22761, Lourierpark, Bloemfontein, Registration Division Freestate, measuring 760 square metres, also known as Erf 22761, Lourierpark, Bloemfontein.

*Improvements:* 3 bedrooms, 1 bathroom with toilet, 1 kitchen, 1 lounge. *Zoned:* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Adri Viviers/X961.)

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**Case No. 48667/2001**

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and M A SEBALA, 1st Defendant, and  
D M SEBALA, 2nd Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff, Bloemfontein East, at 5 Barnes Street, Westdene, Bloemfontein, on Friday, 8 March 2002 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Bloemfontein East, 5 Barnes Street, Westdene, Bloemfontein, 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 4100, Heidedal Ext 10, Bloemfontein, Registration Division Freestate, measuring 302 square metres, also known as Erf 4100, Heidedal Ext 10, Bloemfontein.

*Improvements:* 2 bedrooms, 1 bathroom with toilet, 1 kitchen, 1 lounge. *Zoned:* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Adri Viviers/X977.)

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**Case No. 1056/2001**

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and MATSILISO PAULINA MOTSOARI, Defendant**

A sale in execution of the undermentioned property is to be held by the office of the Sheriff, Welkom, at the Magistrate's Court, Tulbach Street, Welkom, on Friday, 8 March 2002 at 11h00.

Full conditions of sale can be inspected at the Sheriff, Welkom, 100 Constantia Street, Dagbreuk, Welkom, telephone number (057) 396-2881, 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 18762, Thabong Township, District Welkom, measuring 240 square metres, also known as House 18762, Thabong, Welkom.

*Improvements:* Dwelling: 2 bedrooms, 1 lounge, 1 bathroom with toilet, 1 kitchen. *Zoned:* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. 342-9164.] (Ref. Dalene Stroebel/X1066.)



Case No. 1660/2001

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and SELLWANE ELIZABETH TSITSI, Defendant**

A sale in execution of the undermentioned property is to be held by the office of the Sheriff, Welkom, at the Magistrate's Court, Tulbach Street, Welkom, on Friday, 8 March 2002 at 11h00.

Full conditions of sale can be inspected at the Sheriff, Welkom, 100 Constantia Street, Dagbreuk, Welkom, telephone number (057) 396-2881, 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 19387, Thabong Township, District Welkom, measuring 253 square metres, also known as House 19387, Thabong, Welkom.

*Improvements:* Dwelling: 2 bedrooms, 1 lounge, 1 bathroom with toilet, 1 kitchen. *Zoned:* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. 342-9164.] (Ref. Dalene Stroebe/X1067.)

Case No. 1446/2001

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and NKOKONANYANE ISAAK MAJORO, First Defendant, and ANNA SELEKANE MAJORO, Second Defendant**

A sale in execution of the undermentioned property is to be held by the office of the Sheriff, Welkom, at the Magistrate's Court, Tulbach Street, Welkom, on Friday, 8 March 2002 at 11h00.

Full conditions of sale can be inspected at the Sheriff, Welkom, 100 Constantia Street, Dagbreuk, Welkom, telephone number (057) 396-2881, 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 19334, Thabong Township, District Welkom, measuring 253 square metres, also known as House 19334, Thabong, Welkom.

*Improvements:* Dwelling: 2 bedrooms, 1 lounge, 1 bathroom with toilet, 1 kitchen. *Zoned:* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. 342-9164.] (Ref. Dalene Stroebe/X1068.)

Case No. 28697/2001

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

**In the matter between: SAAMBOU BANK LIMITED, Plaintiff, and LEBAKENG JEREMIA MASOHA, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff of Odendaalsrus in front of the Magistrate's Court, Odendaalsrus, on Friday, 8 March 2002 at 10h00.

Full conditions of sale can be inspected at the offices of the Sheriff Odendaalsrus, who can be contacted on (057) 354-3240, 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 1544, situate in the Township of Kutlwanong, Registration Division Free State, measuring 442 square metres, also known as Erf 1544, Kutlwanong.

*Improvements:* Main building: 1 lounge/diningroom, 1 kitchen, 3 bedrooms, 1 full bathroom, 1 toilet with basin. *Zoned—* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. No. 342-9164.) (Ref. Dalene Stroebe/X943.)

Case No.: 212/2001

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

**In the matter between: THE BODY CORPORATE OF HILTON PARK, Plaintiff, and B PIETERSE, Defendant**

In pursuance of a judgment in the Magistrate's Court for the District of Bloemfontein granted on 9 March 2001 and a warrant of execution, the following property will be sold in execution with/without reserve to the highest bidder on Friday, 8 March 2002 at 10h00 at the offices of the Sheriff, Bloemfontein East, 5 Barnes Street, Westdene, Bloemfontein, to the highest bidder:

*Certain:* Unit 4, Hilton Park, measuring 102.0000 sqm, held by virtue of Deed of Transfer ST16037/1996, and being Hilton Park No. 4, Exton Road, Bloemfontein.



**Terms:**

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 15,5% pa 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 Court, Bloemfontein East, 5 Barnes Street, Bloemfontein.

Dated at Bloemfontein on this 5th day of February 2002.

Mrs Baumann/CC, Israel & Sackstein, Attorney for the Plaintiff, 26/28 Aliwal Street, Bloemfontein. [Tel. (051) 448-3145.]

**Saaknr: 41229/2001**

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

**In die saak tussen: TRANSNET BEPERK, Eiser, en THOLANG MAY MOSHAMPA, Eerste Verweerder, en NOMPITHIZELO DESIREE MOSHAMPA, Tweede Verweerder**

Ingevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n lasbrief vir eksekusie sal die volgende eiendom op Vrydag, 8 Maart 2002 om 10:00 te die Baljukantore, Barnesstraat 5, Westdene, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Erf 50613, Mangaung, distrik Bloemfontein, groot 426 vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag Nr. L975/1985.

Bestaande uit 'n woonhuis met drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer en buitegebou.

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

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

Geteken te Bloemfontein hierdie 12de dag van Februarie 2002.

L. C. Opperman, Vermaak en Denis, Prokureur vir Eiser, Eerste Laan 36, Bloemfontein.

**Saaknommer: 1984/2001**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Vrystaatse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en MOFANA ME, Eksekusieskuldenaar**

Ter ten uitvoerlegging 'n vonnis van bovermelde Agbare Hof, sal die volgende onroerende eiendom in eksekusie verkoop word deur die Balju van die Hooggeregshof Bloemfontein Oos op 8 Maart 2002 om 10h00 te die Baljukantoor Bloemfontein-Oos, Barnesstraat, Bloemfontein naamlik:

Erf 22951, Bloemfontein Uitbreiding 148 Dorpsgebied, Registrasie Afdeling Bloemfontein R.D., Vrystaat Provinsie, groot 704 (sewehonderd en vier) vierkante meter.

Ook bekend as Ouhoutstraat 12, Bloemfontein Uitbreiding 148.

**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 29ste dag van Januarie 2002.

(Get) G M Maritz, Maritz, Boshoff & Du Preez, Schoemanslaan 4, Kempton Park. (Tel: 394-7140/1/2.) (Verw: A Maré/SB100 596HH.)

**Case No: 21694/00**

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

**In the matter between PLUMBERS CORNER BK, Plaintiff, and Z & B KONSTRUKSIE, 1st Defendant, and Z. MOLOKOANE, 2nd Defendant**

In pursuance of a Judgment in the Magistrate's Court for the district of Bloemfontein granted on the 30th of June 2000, at Bloemfontein and a Warrant of Execution, the following property will be sold in execution with/without reserve to the highest bidder on 8 March 2002, at 10h00 at Sheriff Bloemfontein East, 5 Barnes Street, Bloemfontein, namely:

**Certain Erf:** 5590, Rocklands, Bloemfontein, Free State Province, measuring 265 (two hundred and sixty five) square metres, held by virtue of Deed of Transfer TE19548/2000, subject to certain conditions referred to therein.

**Situated at:** 5590 Tsatsinyane Street, Rocklands, Bloemfontein.



*Terms:* The purchase price shall be paid as to ten (10) percent thereof on the day of the sale and the unpaid balance within fourteen (14) days shall be paid or shall be secured by a Bank or Building Society. The said sale shall in all respect be governed by the Magistrate's Court Act of 1944 and the rules made thereunder or any amendment thereof or substitution thereof and subject thereto.

*Conditions of sale:*

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

*Advertiser:* P J A Neuhoof, for Neuhoof & Van Deventer, Attorneys for Plaintiff, 34 First Avenue, Westdene, Bloemfontein 9301. [Tel: (051) 4483614/5.]

**Case No: 2618/2001**

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LTD, Execution Creditor, and JOHANNES MATSOLO MAKETEKETE, First Execution Debtor, and ANNA MEMME MAKETEKETE, Second Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Odendaalsrus and a Warrant of Execution dated 13 November 2001 the following property will be sold in execution on Friday, 15 March 2002 at 10h00 in front of the Magistrate's Court, Weeber Street, Odendaalsrus:-

*Certain:* Site 1841 Extension K4 situate in the Town Kutlwanong, district Odendaalsrus, measuring 417 (four hundred and seventeen) square metres, held by the Defendant by Mortgage Bond No B4174/1997.

*Conditions of sale:*

1. The property shall be sold "voetstoots" and the highest bidder without reserve, subject to the provisions of the Magistrate's Court Act No 32 of 1944, as amended, and the rules enacted in terms thereof.

2. The purchase price shall be payable as follows:

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

3. The full conditions of sale, which will be read by the Auctioneer immediately prior to the sale, may be inspected at the office of the Messenger of the Court, Odendaalsrus during Office hours.

Signed at Odendaalsrus on this 14th day of January 2002.

(Sgd) G J Oberholzer, for Andre Podbielskie & Grimsell Inc., 83 Waterkant Street, Odendaalsrus, 9480. (Ref: GJO/WV/G00311.)

## KWAZULU-NATAL

**Case No.: 2250/96**

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

**-In the matter between: NEDCOR BANK LIMITED, Plaintiff, and BEAUTUS BONGANE MZIMELA, Defendant**

In pursuance of a Judgment granted in the High Court the immovable property listed hereunder will be sold in execution on the 12 March 2002 at 9h00 in front of the Magistrate's Court Building, Mtunzini.

*Description of property:* Lot 961, Mandini (Extension No. 7), Registration Division FU, situate in the Mandini Transitional Local Council Area, Province of KwaZulu-Natal in extent 1207 (one thousand two hundred and seven) square metres.

Held under Deed of Transfer No. T25190/1992.

*Improvements:* A face brick dwelling house consisting of 1 passage, 1 TV/family room, 1 dining room, 3 bedrooms, 2 bathrooms, 1 kitchen, 1 verandah, 1 scullery, 1 staff wc shower & 2 garages.

*Property address:* 1 Mimosa Place, Mandini.

*Zoning:* Residential.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the offices of the Sheriff, 8 Hulley Avenue, Mtunzini.

Dated at Durban on this the 1st day of February 2002.

A. Christopher Inc., Plaintiff's Attorneys, 6th Floor, Permanent Building, 343 Smith Street, Bay Passage Entrance, Durban. (Ref: Mrs Govender/sg/M.149.)



Case No. 58/2001

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

**In the matter between: NEDCOR BANK LIMITED, Execution Creditor, and DHEVASEELEN PILLAI, First Execution Debtor, and SHEILA PILLAI, Second Execution Debtor**

In pursuance of a judgment of the above Honourable Court dated the 24th April 2001 and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on 12 March 2002 at 10h00 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder without reserve.

Sub 1789 (of 1553) of Lot 107, Chatsworth, situate in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 209 (two hundred and nine) square metres and held under Deed of Transfer T21250/96.

*Physical address:* House 14, Road 726, Montford, Chatsworth.

*Improvements:* 1 Semi-detached double storey block under asbestos roof dwelling comprising of 2 bedrooms, 1 lounge, 1 kitchen, 1 toilet/bathroom. *Outbuilding:* 1 bedroom, 1 lounge, 1 kitchen, 1 toilet/bathroom, property fenced. (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

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

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

Dated at Durban on this 24th day of January 2002.

Ditz Incorporated, Execution Creditor's Attorneys, 50 Masonic Grove, Durban. Ref: Mr Cowan/Mr Jankey/sg 02N.

Case No: 15621/2000

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

**In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and OWEN SITHEMBISO MKHIZE, Defendant**

The following property will be sold in execution on Friday, 8 March 2002 at 10h00 at the front entrance to the Magistrates' Court Building, Moss Street, Verulam.

*Description:* Ownership Unit No. E417, in the Township of Ntuzuma, District of Ntuzuma, in extent 336 (three hundred and thirty six) square metres represented and described on Deed of Grant No.: G004630/92 and Mortgage Bond No. B002420/96.

*Street address:* Ownership Unit No.: E417 Ntuzuma Township.

*Improvements:* A single storey plastered and painted stocks under asbestos dwelling comprising of: 2 Bedrooms, lounge, kitchen, 1 bathroom. Water & lights facilities. Security gates & guards. Fencing, 1 double storey outbuilding consisting of 4 bedrooms ground floor and 4 bedrooms first floor.

*Zoning:* Residential (nothing guaranteed).

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 the sale may be inspected at the offices of the Sheriff, 1st Floor, 12 Groom Street, Verulam.

Dated at Durban this 4th day of February 2002.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 11th Floor, First National Bank Building, Cnr Smith & Field Streets, Durban. Ref. Mr H. Shoji/MVDH/38K221056. c/o Sarah Pugsley & Assoc., Suite 1B, 92 Crompton Street, Pinetown.

IN THE HIGH COURT  
(Natal Provincial Division)

**In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION, Plaintiff, and KENNETH MZWETHU NZUZA, Defendant**

Take notice that in execution of a judgment by default in the above Court, a sale in execution, will be held by the Sheriff of the High Court, Pietermaritzburg, at 17 Drummond Street, Pietermaritzburg, on Friday, 1st March 2002 at 11h00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

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

1. The property's physical address is: Pietermaritzburg, KwaZulu-Natal.
2. The improvements consists of: Single storey, 2 bedrooms, 1 lounge and 1 kitchen.
3. The town planning zoning of the property is: Special Residential.

The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Pietermaritzburg, at 17 Drummond Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on this 5th day of February 2002.

Hoskins & Ngcobo Attorneys, Plaintiff's Attorneys, 20 Otto Street, Pietermaritzburg. Ref: 09/K039/N018/Thembi.



**Case No. 4356/1998**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

**In the matter between: SAAMBOU BANK LIMITED, Plaintiff, and WICUS NOPPE, Defendant**

In pursuance of a judgment granted on the 14th day of July 1998 in the above Court, and a Writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in Execution, to the highest bidder on the 12th day of March 2002 at 11h00 at the steps of the Magistrate's Court, Empangeni.

1. (a) *Description*: Section No. 18, as shown and more fully described on Sectional Plan No. SS95/1994 in the scheme known as Stepping Stones, in respect of the land and building or buildings situate at Richards Bay, of which the floor area according to the said sectional plan is 63 (sixty three) 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; and

The right of exclusive use, possession and benefit to the exclusion of the rights of all owners of the area marked G18 (Garden), measuring 41 (forty one) square metres.

(b) *Street address*: No. 18 Stepping Stones, Kitefish, Meerensee, Richards Bay.

(c) *Improvements* (not warranted to be correct): Brick under tile single storey dwelling consisting of one bedroom, bathroom, toilet, lounge, kitchen and carport.

(d) *Zoning/Special Privileges or Exemptions*: Special Residential Zoning, no special privileges or exemptions.

2. The Conditions of Sale may be inspected at the office Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 4th day of February 2002.

Kloppers Incorporated, First Floor, Partridge Place, Richards Bay. Reference: Mr Kloppers/dd.

**Case No. 6382/1998**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

**In the matter between: SAAMBOU BANK LIMITED, Plaintiff, and MOOTHSAMY CHETTY, 1st Defendant, and VIVICA ANTOINETTE CHETTY, 2nd Defendant**

In pursuance of a judgment granted on the 14th August 1998 in the above Court, and a Writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in Execution, to the highest bidder on the 12th day of March 2002 at 11h00 at the steps of the Magistrate's Court, Empangeni.

1. (a) *Description*: Lot 6637, Richards Bay, Extension No. 17, situate in the Borough of Richards Bay, Administrative District of Natal, in extent measuring 1 128 (one thousand one hundred and twenty eight) square metres.

(b) *Street Address*: 32 Jakkalsdraai, Wildenweide, Richards Bay.

(c) *Improvements* (not warranted to be correct): Brick under tile single storey dwelling consisting of three bedrooms, two bathrooms, lounge and open plan kitchen.

(d) *Zoning/Special Privileges or Exemptions*: Special Residential Zoning, no special privileges or exemptions.

2. The Conditions of Sale may be inspected at the office Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 5th day of February 2002.

Kloppers Incorporated, First Floor, Partridge Place, Richards Bay, P O Box 1659, Richards Bay. Reference: Mr Kloppers/dd/08/S003/083.

**Case No. 6131/2001**

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between: BOE BANK LIMITED, Execution Creditor, and TAMUZA JOHANNES NGCOBO, Execution Debtor**

In pursuance of a Judgment in the High Court on the 1st November 2001 and Writ of Execution dated the 12th November 2001, the property listed hereunder will be sold in Execution on 13th March 2002 at 10h00, at the Sheriff's Office, V1030, Block C, Room 4, Umlazi, KwaZulu-Natal, to the highest bidder:

Ownership Unit 1759 Umlazi Z, Registration Division FT, Province of KwaZulu-Natal, in extent 836 (eight hundred and thirty-six) square metres.

*Postal address*: Z1759 Umlazi, KwaZulu-Natal.

*Town planning zoning*: Special Residential.



The following improvements are reported to be on the property, but nothing is guaranteed: A single storey block and tiled roof dwelling consisting of lounge, dining-room, kitchen, 3 bedrooms, 1 bathroom, 1 wc, fitted carpets, novilon flooring, 1 garage, paving and steps.

Vacant possession is not guaranteed.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the Office of the Sheriff for Umlazi. A substantial Bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 7th day of February 2002.

Kings & Associates Incorporated, Attorney for Execution Creditor, 64 Kings Road, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/dpr/02/N012/094.)

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**Case No. 1000/94**

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

**NEDCOR BANK LIMITED, Execution Creditor, and MUNTU LUCAS NXUMALO, First Execution Debtor, and SIBONGILE JOYCE NXUMALO, Second Execution Debtor**

In pursuance of a Judgment in the Court of the Magistrate at Pietermaritzburg dated 15th February 1994, the following immovable property will be sold in execution on the 8th March 2002 at 11:00 am at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder:

Ownership Unit No. 1535, Imbali I in the Township of Edendale DD, District of Pietermaritzburg, in extent two hundred and sixty (260) square metres, situated at 686 Msimbithi Road, Imbali, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single storey dwelling constructed of concrete under asbestos roof consisting of 2 bedrooms, lounge/dining-room, kitchen and outside toilet.

*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 Magistrate's Court, 277 Berg Street, Pietermaritzburg within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 30 day of January 2002.

Fatham Wilkes & Company, Execution Creditor's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. H M Drummond/gc/G373.)

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**Case No. 2189/95**

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and JAYSHREE BAHADUR, First Defendant, and MANICHAND SEWCHURAN, Second Defendant, and SHAMRITHA SEWCHURAN, Third Defendant**

The undermentioned property will be sold in execution at the Office of the Sheriff, 17 Drummond Street, Pietermaritzburg on the 8th March 2002 at 10:00 am.

Sub 3 of Lot 3178, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and fifty four (254) square metres.

The property is situated at 135 Mysore Road, Northdale, Pietermaritzburg, on which a dwelling house is constructed.

The full conditions of sale may be inspected at the above-mentioned Office of the Sheriff.

Dated at Pietermaritzburg this 4th day of February 2002.

Tatham, Wilkes & Company, Plaintiff's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. H.M. Drummondgc/G55.)

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**Case No. 771/01**

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

**In the matter between: DUNDEE T.L.C., Plaintiff, and T.C. BUTHELEZI, Defendant**

In the execution of a Judgment in the Magistrate's Court and a Writ of Attachment dated 14th June 2000, the undermentioned immovable property will be sold in execution on the 15th March 2002 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court of Dundee to the highest bidder:

Erf 4030, Dundee (Extension No. 27), Registration Division GT, in the Dundee Transitional Local Council, Province of KwaZulu-Natal, in the extent six hundred and forty-eight (648) square metres.

The following information is hereby furnished but not guaranteed:

1. The property consists of one habitable dwelling.



*Conditions of sale:* The detailed conditions of sale may be inspected at the office of the Sheriff at 56 Gladstone Street, Dundee, Magistrate's Court, Dundee or the office of the Plaintiff's Attorneys.

Dated at Dundee on this 31st day of January 2002.

Messrs Rafiq Khan & Co., Attorneys for Plaintiff, 45 McKenzie Street; P.O. Box 692, Dundee, 3000. (Ref. AS/D/AS.)

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**Case No. 1825/01**

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

**In the matter between: DUNDEE T.L.C., Plaintiff, and N.M. & M.R. KUNENE Defendant**

In the execution of a Judgment in the Magistrate's Court and a Writ of Attachment dated 8th September 2000, the under-mentioned immovable property will be sold in execution on the 15th March 2002 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court of Dundee to the highest bidder:

Remainder of Erf 1208, Dundee, Registration Division GT, in the Dundee Transitional Local Council, Province of KwaZulu-Natal, in the extent two thousand and twenty-nine (2 029) square metres.

The following information is hereby furnished but not guaranteed:

1. The property consists of one habitable dwelling.

*Conditions of sale:* The detailed conditions of sale may be inspected at the office of the Sheriff at 56 Gladstone Street, Dundee, Magistrate's Court, Dundee or the office of the Plaintiff's Attorneys.

Dated at Dundee on this 31st day of January 2002.

Messrs Rafiq Khan & Co., Attorneys for Plaintiff, 45 McKenzie Street; P.O. Box 692, Dundee, 3000. (Ref. AS/D/AS.)

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**Case No. 1804/00**

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

**In the matter between: DUNDEE T.L.C., Plaintiff, and T.S. & M.A. KHUMALO, Defendant**

In the execution of a Judgment in the Magistrate's Court and a Writ of Attachment dated 8th September 2000, the under-mentioned immovable property will be sold in execution on the 15th March 2002 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court of Dundee to the highest bidder:

Erf 1085, Dundee, Registration Division GT, Province of KwaZulu-Natal, in the extent six hundred and forty-eight (648) square metres.

The following information is hereby furnished but not guaranteed:

1. The property consists of one habitable dwelling.

*Conditions of sale:* The detailed conditions of sale may be inspected at the office of the Sheriff at 56 Gladstone Street, Dundee, Magistrate's Court, Dundee or the office of the Plaintiff's Attorneys.

Dated at Dundee on this 31st day of January 2002.

Messrs Rafiq Khan & Co., Attorneys for Plaintiff, 45 McKenzie Street; P.O. Box 692, Dundee, 3000. (Ref. AS/D/AS.)

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**Case No: 619/01**

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

**In the matter between: DUNDEE T.L.C., Plaintiff, and L.I. DLAMINI, Defendant**

In the execution of a judgment in the Magistrate's Court and a writ of attachment dated 17 April 2001 the undermentioned immovable property will be sold in execution on 15 March 2002 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court of Dundee, to the highest bidder:

Erf 1662, Sibongile, Registration Division GT, Province of KwaZulu-Natal, in the extent three hundred and forty (340) square metres.

The following information is hereby furnished but not guaranteed:

1. The property consists of one habitable dwelling.

*Conditions of sale:* The detailed conditions of sale may be inspected at the office of the Sheriff at 56 Gladstone Street, Dundee, Magistrate's Court, Dundee, or the office of the Plaintiff's Attorneys.

Dated at Dundee on this 31st day of January 2002.

Messrs Rafiq Khan & Co., Attorneys for Plaintiff, 45 McKenzie Street (P.O. Box 692), Dundee, 3000. (Ref. AS/D/AS.)



Case No: 2460/00

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

**In the matter between: DUNDEE T.L.C., Plaintiff, and B. HLATSHWAYO, Defendant**

In the execution of a judgment in the Magistrate's Court and a writ of attachment dated 29th September 2000, the undermentioned immovable property will be sold in execution on 15 March 2002 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court of Dundee, to the highest bidder.

Erf 1382, Sibongile, Registration Division GT, Province of KwaZulu Natal, in the extent three hundred and seven (307) square metres.

The following information is hereby furnished but not guaranteed:

1. The property consists of one habitable dwelling.

*Conditions of sale:* The detailed conditions of sale may be inspected at the office of the Sheriff at 56 Gladstone Street, Dundee, Magistrates Court, Dundee or the office of the Plaintiff's Attorneys.

Dated at Dundee on this 31st day of January 2002.

Messrs Rafiq Khan & Co., Attorneys for Plaintiff, 45 McKenzie Street (P.O. Box 692), Dundee, 3000. (Ref: AS/D/AS.)

Case No: 1093/01

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

**In the matter between: DUNDEE T.L.C., Plaintiff, and B. G. MLAMBO, Defendant**

In the execution of a judgment in the Magistrate's Court and a writ of attachment dated 26 June 2001 the undermentioned immovable property will be sold in execution on 15 March 2002 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court of Dundee to the highest bidder.

Erf 1771, Sibongile, Registration Division GT, Province of KwaZulu-Natal, in extent three hundred and eighty six (386) square metres.

The following information is hereby furnished but not guaranteed:

1. The property consists of one habitable dwelling.

*Conditions of sale:* The detailed conditions of sale may be inspected at the office of the Sheriff at 56 Gladstone Street, Dundee, Magistrate's Court, Dundee, or the office of the Plaintiff's Attorneys.

Dated at Dundee on this 31st day of January 2002.

Messrs Rafiq Khan & Co., Attorneys for Plaintiff, 45 Mckenzie Street (P.O. Box 692), Dundee, 3000. (Ref: AS/D/AS.)

Case No: 2425/00

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

**In the matter between: DUNDEE T.L.C., Plaintiff, and A.M.W. MNDAWENI, Defendant**

In the execution of a judgment in the Magistrate's Court and a writ of attachment dated 2 September 2000 the undermentioned immovable property will be sold in execution on 15 March 2002 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court of Dundee, to the highest bidder:

Erf 1356, Sibongile, Registration Division GT, Province of KwaZulu Natal, in the extent three hundred and forty three (343) square metres.

The following information is hereby furnished but not guaranteed:

1. The property consists of one habitable dwelling.

*Conditions of sale:* The detailed conditions of sale may be inspected at the office of the Sheriff at 56 Gladstone Street, Dundee, Magistrate's Court, Dundee, or the office of the Plaintiff's Attorneys.

Dated at Dundee on this 31st day of January 2002.

Messrs Rafiq Khan & Co., Attorneys for Plaintiff, 45 McKenzie Street (P.O. Box 692), Dundee, 3000. (Ref: AS/D/AS.)

Case No: 3253/00

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

**In the matter between: DUNDEE T.L.C., Plaintiff, and M. & S.P. MTSHALI, Defendant**

In the execution of a judgment in the Magistrate's Court and a writ of attachment dated 4 June 2001, the undermentioned immovable property will be sold in execution on 15 March 2002 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court of Dundee, to the highest bidder.

Erf 4071, Dundee (Extension No. 27), Registration Division GT, in the Dundee Transitional Local Council, Province of KwaZulu Natal, in the extent five hundred and seventy six (576) square metres.



The following information is hereby furnished but not guaranteed:

1. The property consists of one habitable dwelling.

*Conditions of sale:* The detailed conditions of sale may be inspected at the office of the Sheriff at 56 Gladstone Street, Dundee, Magistrates Court, Dundee or the office of the Plaintiff's Attorneys.

Dated at Dundee on this 31st day of January 2002.

Messrs Rafiq Khan & Co., Attorneys for Plaintiff, 45 McKenzie Street (P.O. Box 692), Dundee, 3000. (Ref: AS/D/AS.)

**Case No: 2365/00**

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

**In the matter between: DUNDEE T.L.C., Plaintiff, and S. M. SHABANGU, Defendant**

In the execution of a judgment in the Magistrate's Court and a writ of attachment dated 14 September 2000 the under-mentioned immovable property will be sold in execution on 15 March 2002 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court of Dundee to the highest bidder.

Erf 3592, Dundee (Extension No. 24), Registration Division GT, Province of KwaZulu-Natal, in the extent eight hundred and four (804) square metres.

The following information is hereby furnished but not guaranteed:

1. The property consists of one habitable dwelling.

*Conditions of sale:* The detailed conditions of sale may be inspected at the office of the Sheriff at 56 Gladstone Street, Dundee, Magistrate's Court, Dundee, or the office of the Plaintiff's Attorneys.

Dated at Dundee on this 31st day of January 2002.

Messrs Rafiq Khan & Co., Attorneys for Plaintiff, 45 Mckenzie Street (P.O. Box 692), Dundee, 3000. (Ref: AS/D/AS.)

**Case No. 7217/2001**

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 SBUSISO SIQALABA, Defendant**

In pursuance of a Judgment granted on the 10th of December 2001, in the High Court of South Africa (Durban and Coast Local Division), the following immovable property belonging to the Defendant, will be sold in execution on the 7th of March 2002 at 10:00 at 296 Jan Smuts Highway, Mayville, Durban, to the highest bidder:

*Property description:* A unit consisting of:

(a) Section No. 1 as shown and more fully described on Sectional Plan SS28/1990 in the scheme known as Sharda Gardens in respect of the land and building or buildings situated at Isipingo, in the eThekweni Municipality area of which section the floor area according to the said Sectional Plan is 107 (one hundred and 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 by Deed of Transfer Number ST30175/2001 dated 20 June 2001.

*Physical address:* Flat 1, Sharda Gardens, 8-10 Papwa Place, Isipingo.

*Improvements:* The property is a single storey simplex with brick walls under tiled roof, garage attached to main house, 3 bedrooms, 1 bedroom with en-suite consisting of bath and basin, 1 toilet (floor tiled), 1 bathroom consisting of bath and basin (floor tiled), lounge (tiled), diningroom (tiled), kitchen fitted with cupboards (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, Durban South at 101 Lejaton, 40 St George's Street, Durban and at the offices of Thorpe & Hands Incorporated, Suite 2522, 320 West Street, Durban, during normal office hours.

Dated at Durban this 31st day of January 2002.

Thorpe & Hands Inc, Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref. MR K WALKER/pi/08/N359/716.)

**Case No. 11629/98**

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and MOONSAMY NAIR, First Defendant, and SUBHANA NAIR, Second Defendant**

In execution of a Judgment granted by the above Honourable Court dated on the 4th February 1999 in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Durban South at 10h00 at 296 Jan Smuts Highway, Mayville, Durban on 7th March 2002 to the highest bidder without reserve, namely:



Erf 2290, Merewent, Registration Division FT, situate in the Durban Metropolitan Unicity Municipality Area, Province of KwaZulu-Natal, in extent 224 square metres, which property is physically situated at 18 Syhlet Place, Merebank, KwaZulu-Natal and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. T5326/89 dated the 8th March 1989.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of a asbestos over brick semi-detached dwelling consisting of: *Main building:* 1 lounge, 2 bedrooms, 1 kitchen, 1 toilet/bathroom. *Outbuilding:* Asbestos over brick consisting of 1 garage, 1 kitchen, 1 toilet/bathroom (the nature, extent, condition and existence of the improvements are not guaranteed and are sold "voetstoots").

**Zoning:** The property is zoned for SR180 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, 40 St Georges Street, Durban, and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban this 31 day of January 2002.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (Ref. D C GARDYNE/JENNY/GAL4863.)

**Case No. 4718/01**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and QHELEFIKA BONGINKOSI MNGUNI, 1st Defendant, and SIBONGILE MNGUNI, 2nd Defendant**

In pursuance of a judgment granted on 22/08/2001, 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 8 March 2002 at 10 am at the front entrance of the Magistrate's Court Building, Moss Street, Verulam to the highest bidder:

**Description:** Erf 480, Brookdale, Registration Division FT, situate in the Durban Metropolitan Unicity Municipality, Province of KwaZulu-Natal, in extent two hundred and fifty (250) square metres.

**Postal address:** 24 Rusty Brook Road, Brookdale, Phoenix.

**Zoning:** Residential.

**Improvements:** Block under tile dwelling consisting of 3 bedrooms, kitchen (bic), lounge, toilet, bathroom, water and light facilities, precast fence, held by the Defendants in their name under Deed of Transfer No. T4161/1996.

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

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

Dated at Umhlanga Rocks this 6 November 2001.

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

**Case No. 7769/01**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

**In the matter between ABSA BANK LIMITED fta VOLKSKAS BANK, Plaintiff/Execution Creditor, and Z C I BEZUIDENHOUT, Defendant/Execution Debtor**

In pursuance of a Judgment in the abovementioned Court and a subsequent Warrant for Execution issued by the aforementioned Court, the following property will be sold in execution on the 12th day of March 2002 at 11:00 on the front steps at the Magistrate's Court, Empangeni, to the highest bidder, namely:

Situate Lot No. 11149, Richards Bay (Extension 34) situate in the Richards Bay Local Transitional Council Area, Administrative District of Natal, Province KwaZulu-Natal, measuring 1 591 (one thousand five hundred and ninety one) square metres, held by Deed of Transfer No. T38791/95, situate at 20 Shad Shoal, Meerensee, Richards Bay.

The following improvements are reported to be on the property, namely a brick under dwelling consisting of, *inter alia:* Brick under tile dwelling consisting of 3 x bedrooms, 2 x bathrooms with 1 x toilet, 1 x lounge, 1 x diningroom, 1 x kitchen, 1 x scullery, 1 x pantry, 1 x veranda, 1 x swimming pool, 1 x outside shower with toilet.

No guarantee is however given in respect of the aforementioned description or improvements.



**Conditions:**

1. The property shall be sold "voetstoots" as it is, and without reserve to the highest bidder and the sale shall be subject to the provisions of the Magistrate's Court Act No. 32 of 1944, and Rules.

2. A deposit of R5 000,00 (five thousand rand) or 10% (ten percentum) of the purchase price, whichever is the greatest, is payable to the Sheriff immediately after the sale in execution in cash or a bank guaranteed cheque for the said amount in favour of the Deputy. The balance of the purchase price plus any interest payable thereon, must be paid in cash upon registration of transfer in the name of the purchaser.

3. The capital amount of the purchaser's offer would not include value added tax in terms of Act No. 89 of 1991 (V.A.T.). Such tax, if applicable, will be calculated at the prescribed rate on the capital amount of the offer, and be added thereto, and the sum total of those amounts would be the purchase consideration payable by the purchaser.

4. The purchaser shall be liable for all transfer costs, commission payable to the Sheriff and all outstanding municipal rates and taxes in respect of the property.

5. The sale is further subject to the conditions of sale which may be inspected during office hours at the offices of the Sheriff at Union Street, Empangeni, and at the offices of the attorneys for the execution creditor.

Thus done and signed at Richards Bay on this the 7th day of February 2002.

(Get) SF Stadler, for Duvenage Incorporated, Attorneys for Execution Creditor, 1st Floor, Lake View Terrace, P O Box 952, Richards Bay, c/o Zululand Chamber of Business, Union Street, Empangeni. (Ref. MRS PASCAU/11/V0012/81.)

**Case No. 2561/01****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI****In the matter between NEDCOR BANK LIMITED, Plaintiff, and ZEROTH THANDA NXUMALO, Defendant**

In pursuance of a judgment granted on the 26th 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 5th day of March 2002 at 11h00 at the Magistrate's Court, Empangeni:

1. *Deeds office description:* A unit consisting of:

1. (a) Section No. 39, as shown and more fully described on Sectional Plan No. SS223/1983 (hereinafter referred to as "the sectional plan") in the scheme known as Bloemenhof in respect of the land and building or buildings situated at Empangeni, in the Empangeni-Ngwelezane Transitional Local Council Area, of which section the floor area, according to the said Sectional Plan is 82 (eighty two) square metres in extent; and

1. (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 (hereinafter referred to as "the common property"), specially executable.

2. *Street address:* 1 Bloemenhof Flats, Dunne Road, Empangeni.

3. *Improvements* (not warranted to be correct): A flat consisting of a lounge, kitchen, two bedrooms, one bathroom with a toilet and a garage.

4. *Zoning/Special privileges or exemptions* (not warranted to be correct): Special Residential Zoning, no special privileges or exemptions.

5. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni.

6. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 5th day of February 2002.

Schreiber Smith Attorneys, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/ha/09/W9002/01.)

**Case No. 8221/99****IN THE HIGH COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)****NEDCOR BANK LIMITED versus ZITHULELE RICHARD SIKHAKHANE**

The following property will be sold voetstoots in execution at 296 Jan Smuts Highway, Mayville, Durban, on 7th March 2002 at 10h00:

Lot 2923, Lamontville, situate in the Administrative Entity of the City of Durban, within the Area of the North Central and South Central Local Councils, Administrative District of Natal, Province of KwaZulu-Natal, in extent 601 square metres.

*Physical address:* Lot 2923, Lamontville (also known as 5812 Hebe Street, Lamontville).

*Improvements:* A house of brick under tiled roof consisting of 3 bedrooms, 1 bathroom with bath, basin and toilet, lounge, kitchen with fitted cupboards.

*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 31st day of January 2002.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefields House, 150 Essenwood Road, Berea, Durban. (Ref. Ms DAVEY/vdg/lg/067997.)



Case No. 3643/01

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DENZIL PILLAY, First Defendant, and  
SHERALINE PILLAY, Second Defendant**

In pursuance of a Judgment in the High Court of South Africa, Natal Provincial Division on 21 November 2001, the following immovable property will be sold in execution on 7 March 2002 at 09h00 at the Sheriff's Office, 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder:

Portion 35, of Erf 621, Pietermaritzburg, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 136 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 7 Wensleydale Road, Pietermaritzburg, KwaZulu-Natal, and the property consists of land improved by: Brick under tile roof, lounge, passage, diningroom, 3 bedrooms, 1 bathroom, guest toilet, kitchen, staff quarters with water closet and garage.

*Material conditions of sale:* The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a Bank or Building Society guarantee approved by the Execution Creditor's Attorney, to be furnished to the Sheriff of the High Court, Pietermaritzburg, KwaZulu-Natal, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the High Court, Pietermaritzburg, KwaZulu-Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 30 day of January 2002.

Lynn & Berrange Attorneys, Suite No. 1, Protea House, 187 Berg Street, Pietermaritzburg. (Ref. KW/cg/09N002072.)

Case No: 1444/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMVOTI HELD AT GREYTOWN

**In the matter between: TOWN COUNCIL GREYTOWN (RATES), Execution Creditor, and  
I G H MOOLLA, Execution Debtor**

In pursuance of a Judgment granted on 14 May 2001 in the above Court and the Warrant of Execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on Friday, 8 March 2002 at 11:00 in front of the Magistrate's Court, Greytown.

1a) *Deeds Office description:* Erf 618, Greytown, in the Umvoti Municipality, Province of KwaZulu-Natal, in extent one thousand and twelve (1012) square metres, held under Deed of Transfer Number T2880/1979.

1b) *Street address:* 34 Cathcart Street, Greytown.

1c) *Improvements:* Vacant Land.

1d) *Zoning:* Special Residential.

*NB:* Neither the execution creditor nor the attorneys warrant any of the above details.

*Material conditions:* The Conditions of Sale may be inspected at the Office of the attorneys for the Execution Creditor and at the office of the Sheriff of the Magistrate's Court, Greytown. The material conditions are, *inter alia*:

1) The sale shall be by public auction without reserve to the highest bidder.

2) The purchaser shall deposit 1/10 (one tenth) of the purchase price with the auctioneer on the signing of the Conditions of Sale and the balance of the purchase price, together with interest shall be paid in cash or secured by the furnishing of a bank or building society guarantee within 14 (fourteen) days after date of sale.

3) The sale shall be subject to the terms and conditions of the Magistrate's Court Act (Act 32 of 1944) as amended and the rules made thereunder.

Dated at Greytown on this 15th day of January 2002.

Nel & Stevens, Attorneys for Judgment Creditor, 117A Voortrekker Street, P O Box 60 (DX 1), Greytown, 3250.  
(Ref: 10T094012.)

Case No: 2411/00

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and FRED EMMANUEL BARENDSE, Defendant**

The following property will be sold in execution to the highest bidder on Thursday, 7 March 2002 at 10h00 at the Ground Floor, 296 Jan Smuts Highway (cnr Buro Crescent), Mayville, Durban, namely:

*Certain:* Remainder of Lot 18, Kingsdale, situate in the City of Durban, Administrative District of Natal, in extent 658 (six hundred and fifty eight) square metres, and held under Deed of Transfer No. T9019/1979.

The property is improved, without anything warranted by: Dwelling under brick & tile consisting of: 3 bedrooms, lounge, kitchen, 1 bathroom with shower and toilet, 1 bathroom, garage, staffroom and office and swimming pool.



Physical address is 46 First Street, Hillary, Durban.

The material terms are 10% deposit, balance payable on transfer, guarantees within 21 days of sale. The full Conditions can be inspected at the offices of the Sheriff, High Court, Durban Central, 296 Jan Smuts Highway, Mayville, Durban.

Geyser, Liebetrau, Du Toit & Louw, 7 Greathead Lane, Pinetown. Tel: 031-7020331/2. Fax: 031-7020010. (Ref: ATK/BC/T1000.)

**Case No: 1338/1998**

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and GEWAN RAMLUTCHMAN SINGH, 1st Defendant,  
AMICA SINGH, 2nd Defendant**

In execution of a judgment granted on 8th June 1998 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the High Court of South Africa for the District of Ladysmith, at 09h00am on 8 March 2002, in front of the Magistrate's Court, Keate Street, Ladysmith, KwaZulu/Natal on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at the Sheriff's office at 5 Poort Road, Ladysmith, KwaZulu/Natal, namely:

Erf 5311, Ladysmith (Ext No. 25), Registration Division GS, Province of KwaZulu Natal, in extent four hundred and fifty (450) square metres, held under Deed of Transfer No. T19789/89, which property is physically situate at 39 Floxglove Avenue, Ladysmith, KwaZulu/Natal.

*Improvements:* No warranty given:

A: *Main building:* Lounge / Diningroom, Kitchen, 3 Bedrooms, 2 Bathrooms, family room, 3 separate Toilets.

B: *Out Building:* Garage.

*Structure:* Double Storey, A and B - brick under cement tile.

*Flooring:* Carpets & Tiles.

*Other improvements:* Fencing - precast, Burglar Guards, Cement Driveway.

*Zoning:* Special Residential 1.

*Terms:* Price payable as follows:

- a) Ten percent with Sheriff's commission on sale.
- b) All outstanding rates, taxes, transfer and other charges within seven days of sale.
- c) Balance with interest to be secured by guarantee within 14 days of sale.

Dated at Pietermaritzburg on this 31 day of January 2002.

E R Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg. (AJD/clh/028852.)

**Case No. 3687/01**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and CHRISTOPHER NAIDOO, First Defendant,  
KOGIELAMBAL NAIDOO, Second Defendant**

In pursuance of a Judgment in the High Court of South Africa, Natal Provincial Division on 23 November 2001, the following immovable property will be sold in execution on 7 March 2002 at 09h00 at the Sheriff's Office, 17 Drummond Street, Pietermaritzburg, KwaZulu Natal, to the highest bidder:

Portion 5741 (of 5698) of the Farm Northdale No. 14914, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu Natal, in extent 369 square metres.

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

The property is physically situated at 29 Ginger Road, Northdale, Pietermaritzburg, KwaZulu Natal, and the property consists of land improved by:

Block under asbestos roof, lounge, kitchen, 2 bedrooms, 1 bathroom.

*Material conditions of sale:* The Purchaser shall pay 10% (ten percentum) 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, Pietermaritzburg, KwaZulu/Natal, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of the High Court, Pietermaritzburg, KwaZulu/Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 30 day of January 2002.

Lynn & Berrangé Attorneys, Suite No. 1, Protea House, 187 Berg Street, Pietermaritzburg. Ref: KW/cg/09N002070.



Case No. 153/01

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UNDERBERG HELD AT HIMEVILLE

**In the matter between: FIRST RAND BANK LIMITED, t/a FIRST NATIONAL BANK, Plaintiff, and  
LIZWE BENJAMIN PAPIYANA, Defendant**

In pursuance of a Judgment in Court of the Magistrate of Underberg held in Himeville and a Warrant of Execution dated the 24th July, 2001 the immovable property listed hereunder will be sold on the 8th March 2002 at 10h00 a.m. at the front entrance of the Magistrate's Court Building, Moss Street, Verulam to the highest bidder:

Erf 796, Inanda A, Registration Division FT, Province of KwaZulu-Natal, in extent four hundred and sixty one (461) square metres including residence consisting of one lounge, three bedrooms, one kitchen, one shower and one toilet.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrate's Act and the rules made thereunder.
2. The Purchaser shall pay 10% of the purchase price immediately after the sale and within fourteen days supply the Sheriff with a Bank or Building Society guarantee for the balance of the purchase price in terms acceptable to the Sheriff.
3. The full provisions may be inspected at our office and/or at the offices of the Sheriff, Inanda Area 1.
4. Purchase of the property is subject to any existing lease.

Dated at Underberg this 29th day of January 2002.

P A Cartwright Attorney at Law, Britscot House, 14 Old Main Road, Underberg, 3257.

Case No.: 3315/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between: BOE BANK LIMITED (Registration No. 1951/000847/06), Plaintiff, and  
BHEKINKOSI RAYMOND MAFU, 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 Thursday, 7 March 2002 at 10h30 by the Sheriff of the High Court, at 17 Drummond Street, Pietermaritzburg, to the highest bidder, without reserve:

Site No. 1654 (Unit N), situate in the Township of Edendale, Registration Division FT, situate in the Pietermaritzburg / Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 374 (three hundred and seventy four) square metres, held under Deed of Grant 00008818.

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

1. The property is situate at Lot 1654, Unit N, Edendale, Pietermaritzburg, KwaZulu/Natal.
2. The property is improved with a single storey dwelling house under block and tile with fitted carpets and novilon comprising 3 bedrooms, 1 bathroom, 1 w.c., lounge, diningroom and kitchen. Outbuildings comprise 1 garage and 2 servants rooms.
3. The full Conditions of Sale may be inspected at the office of the Sheriff of the High Court, 17 Dummond Street, Pietermaritzburg.

Dated at Pietermaritzburg this 24th day of January 2002.

Dawsons, Plaintiff's Attorneys, 271 Prince Alfred Street, Pietermaritzburg. (Ref: Mr Dawson/Rabia/N0660/00.)

Case No. 6717/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Durban Coast Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARK ISAAC SMITH, First Defendant, and  
BELINDA DOROTHEA SMITH, Second Defendant**

In terms of a judgment of the above Honourable Court dated the 26 November 2001 a sale in execution will be held on 7 March 2002 at 10.00 at 296 Jan Smuts Highway, Mayville, Durban, to the highest bidder without reserve:

Erf 768, Austerville, Registration Division FT, Province of KwaZulu-Natal, in extent 334 (three hundred and thirty four) square metres, held by Deed of Transfer T16488/1997.

*Physical address:* 122 Alabama Road, Wentworth.

*Zoning:* Special Residential.

*Improvements* (the following information is furnished but not guaranteed): Single storey brick under asbestos dwelling comprising of 2 x bedrooms, 1 x lounge, 1 x kitchen, 1 x bathroom (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, 1st Floor, Lejaton, 40 St Georges Street, Durban.

Dated at Durban this 20 day of January 2002.

D H Botha, Strauss Daly Inc., Plaintiff's Attorneys, 3rd Floor, 21 Aliwal Street, Durban. (Ref. Mrs Muller/N0183/1054.)

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**Case No. 426/94**

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

**NEDCOR BANK LIMITED, Execution Creditor, and SHAKOONTHALA SINGH, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 15th February 1994 the following immovable property will be sold in execution on the 8th March 2002 at 11:00 am at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder:

Sub 253 of Lot 3229, Pietermaritzburg, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent one hundred and sixty three (163) square metres, situate at 20 Cassimjee Road, Northdale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single storey dwelling constructed of concrete under asbestos roof, consisting of lounge/dining room, 1 bedroom, kitchen and outside toilet.

*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 Magistrate's Court, 277 Berg Street, Pietermaritzburg within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 22 day of January 2002.

Tatham Wilkes & Company, Execution Creditor's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. H M Drummond/gc/G369.)

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**Case No. 1018/2001**

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

**In the matter between MKHAMBATHINI MUNICIPALITY, Plaintiff, and RAJAN ANDI NAIR, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Camperdown on and a warrant of execution dated the 29th day of August 2001 the following immovable property will be sold in execution on the 22nd day of March 2002 at 11.00 am, at the salesroom of the Sheriff of the Court, Camperdown, 1 Ridge Road, Cato Ridge, to the highest bidder, namely:

Erf 186, Camperdown, situate in the Mkhambathini Municipality, Province of KwaZulu-Natal in extent one thousand six hundred and fifty (1 650) square metres held under Deed of Transfer No. 68/05229/07.

*Improvements:* None.

The full conditions of sale may be inspected at the office of the Sheriff, Camperdown.

*Summary of material conditions:*

1. The sale shall be subject to the terms of the Magistrate's Court Act and Rules and the property is sold "voetstoots".
2. The purchaser shall pay a deposit of 10% and the commission and VAT due to the Sheriff on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee within 21 (twenty one) days of the date of sale.
3. The purchaser shall pay interest to the above Plaintiff at the rate of 18% on the amount due by the Defendant from the date of sale to the date of transfer.
4. The purchaser shall pay the cost of transfer, all arrear rates and taxes and interest thereon.

Dated at Camperdown on this 22nd day of January 2002.

Wessels & Hattingh Inc., Plaintiff's Attorneys, P O Box 103, 37 Bishop Street, Docex 3, Camperdown, 3720.  
[Tel. (031) 785-1187.]



Case No. 9150/2001

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

**In the matter between TRANSNET LIMITED, Execution Creditor, and  
MANDLENKOSI BHEKOKWAKHE NZUZA, Execution Debtor**

In pursuance of a judgment in the Magistrate's Court of Inanda, held at Verulam, dated 16th November 2001 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on the 8th day of March 2002 at 10h00 at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

*Property description:* N49 kwaMashu, situate in the Township of kwaMashu, District of Ntuzuma, in extent 1 290 (one thousand two hundred and ninety) square metres, held under Certificate of Right of Leasehold No. G 00676/88.

*Postal address:* N49 kwaMashu, KwaZulu-Natal.

*Improvements:* Block plastered under tile dwelling comprising: 3 bedrooms, lounge, kitchen, toilet/bath (inside), burglar guards/gate, water and lights facilities (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

*Zoning* (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrate's Court Act No. 32 of 1944 (as amended) and the Rules made thereunder.

2. The full conditions of sale may be inspected at the offices of the Sheriff, Inanda Area 1, 12 Groom Street, Verulam.

Dated at Durban this 30th day of January 2002.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (C:\TRANSNET\SALE\N298:TRAN2691.6.)

Case No. 9728/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between SAAMBOU BANK LTD, Plaintiff, and MTHEMBENI SIMON MUZI MAPHUMULO, 1st Defendant,  
and NKOSINGIPHILE RUTH MAPHUMULO, 2nd Defendant**

In pursuance of judgment of the above Honourable Court granted on 30th May 2001, a sale in execution will be held on the 8th March 2002, at 10h00 at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

*Description:* Erf 899, kwaMashu M, Registration Division FT, Province of KwaZulu-Natal, in extent three hundred and eighteen (318) square metres, held under Deed of Grant No G003738/91.

*Postal address:* Site No M 899, KwaMashu.

*Improvements:* Brick under tile roof with water and electricity comprising of: Lounge, kitchen, 2 x bedrooms, 1 x bathroom/toilet, 1 garage and outbuilding comprising of 2 x rooms with block walls. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the conditions of sale.

2.1 The purchaser shall pay a deposit of 10% on 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.

2.2 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.

3. Transfer shall be affected by the attorneys for the Plaintiff and the purchaser shall pay the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the High Court, Inanda Area 1, 1st Floor, 12 Groom Street, Verulam.

Dated at Durban on this 30th day of January 2002.

Du Toit Havemann & Lloyd, Plaintiff's Attorneys, 30 Crant Avenue, Glenwood, Durban; P O Box 2703, Durban, 4000; DX 15, Parry Road. (Tel. 201-3555.) (Ref. 04/S023/0002.)

Case No. 311/99

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORP. LTD, Plaintiff, and  
THEMBA MICHAEL MAZIBUKO, Defendant**

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on the 5th day of March 2002 at 10h00 at Magistrate's Court, Melmoth:



1. (a) *Deeds office description*: Erf 1437, Ulundi-D, Registration Division GU, situate in the Province of KwaZulu-Natal, in extent 964 (nine hundred and sixty four) square metres.

(b) *Physical address*: 1437-D, Ulundi.

(c) *Property description (not warranted to be correct)*: A full description of the improvements on the property are unavailable.

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

Truter James De Ridder Inc., Lincoln's Inn, 1 Victoria Lane, Empangeni. (Ref. Mr De Ridder/aeh/356/00-05/1440/356.)

**Case No. 3398/01**

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

**In the matter between NEWCASTLE LOCAL COUNCIL, Plaintiff, and  
PA SINGH, 1st Defendant, and S SINGH, 2nd Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 26 July 2001 the undermentioned property will be sold in execution on 13th March 2002 at 10:00 at the front room of the Magistrate's Court, Newcastle, namely:

Erf 595, Newcastle.

*Physical address*: 89 Harding 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 it's attorneys.

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

Dated at Newcastle on this 11th day of January 2002.

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

**Case No. 4593/2001**

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and MAKHOSI ALOIS MAHAYE, First Defendant, and  
JOY SANELISIWE GUGULETHU MAHAYE, Second Defendant**

In terms of a judgment of the above Honourable Court dated the 24 October 2001 a sale in execution will be held on 7 March 2002 at the Sheriff's Office, 70 Main Street, Eshowe at 11h00, to the highest bidder without reserve:

Erf 1080, Gezinsila A, Registration Division GU, Province of KwaZulu-Natal, in extent 381 (three hundred and eighty one) square metres, held by Deed of Grant TG 567/1993.

*Physical address*: 1080 A Gezinsila, Eshowe.

*Zoning*: Special Residential.

*Improvements* (the following information is furnished but not guaranteed): Block under tile roof dwelling consisting of: 1 lounge/kitchen combined, 2 bedrooms (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, 70 Main Street, Eshowe.

Dated at Durban this 16 day of January 2002.

D H Botha, Strauss Daly Inc., Plaintiff's Attorneys, 2nd Floor, East Coast Radio House, 313/315 Umhlanga Rocks Drive, Umhlanga. (Ref. Mr D Botha/S0026/619.)



Case No. 3397/2001

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

**In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Plaintiff, and  
ZEKA ANDRIES PHUNGWAYO, 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, 8 March 2002 at 09h00 by the Sheriff of the High Court at the Magistrate's Court, Ladysmith, District of Klip River, Ladysmith to the highest bidder, without reserve:

Erf 2965, Ladysmith (Extension 13), Registration Division GS, in the Emnambithi/Ladysmith Municipality Area, Province of KwaZulu-Natal in extent 982 (nine hundred and eighty two) square metres.

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

1. The property is situate at 68 Blesbok Street, Observation Hill, Ladysmith, KwaZulu-Natal, and its zoning is Special Residential.

2. The property is a single storey dwelling house under brick & tile with fitted carpets and novilon floors, comprising 3 bedrooms, 1 bathroom, 2 w.c.'s, dressingroom, lounge, diningroom and kitchen. Outbuildings comprise one garage, 1 carport, 1 servantsroom and 1 w.c.

3. The full conditions of sale may be inspected at the office of the Sheriff of the High Court, 5 Poort Road, Ladysmith.

Dated at Pietermaritzburg this 24 day of November 2001.

Dawsons, Plaintiff's Attorneys, 271 Prince Alfred Street, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/00.)

Case No. 1545/2000

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and RODNEY JASON THOMAS THOMAS, First Defendant,  
and PRAVINA THOMAS, Second Defendant**

In pursuance of a judgment granted in the High Court the immovable property listed hereunder will be sold in execution on the 7 March 2002 at 10h00 at 296 Jan Smuts Highway, Mayville, Durban:

*Description of property:*

A unit consisting of:

(a) Section No. 9 as shown and more fully described on Sectional Plan No. SS 322/1991 in the scheme known as Blue Barley Mews in respect of the land and building or buildings situate in Isipingo of which section the floor area according to the said sectional plan is 130 (one hundred and thirty) square metres;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota of the said section specified in a schedule endorsed on the said sectional plan.

Held under Deed of Transfer No. ST13040/1997.

*Improvements:* Duplex of brick under tile roof with a carport. *Upstairs:* 3 bedrooms (one en-suite with shower, toilet & basin—tiled floor), 1 bathroom with bath, basin and toilet (tiled floor). *Downstairs:* Lounge (tiled floor), diningroom (tiled floor), kitchen with fitted cupboards (tiled floor), the property is fully fenced with face brick walling.

*Property address:* Flat 9, Blue Barley Mews, 26 Gopalsingh Road, Isipingo.

*Zoning:* Residential.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the offices of the Sheriff Durban South at 40 St George's Street, Durban.

Dated at Durban on this the 28th day of January 2002.

A Christopher Inc., Plaintiff's Attorneys, 6th Floor, Permanent Building, 343 Smith Street, Bay Passage Entrance, Durban. (Ref. Mrs Govender/sg/T.13.)

Case No. 18264/00

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

**In the matter between: INNER WEST CITY COUNCIL, Execution Creditor, and N C BUTHELEZI, First Execution  
Debtor, and J P BUTHELEZI, Second Execution Debtor**

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown held at Pinetown in the abovementioned case, and by virtue of a writ of execution issued thereon, the following immovable property listed hereunder will be sold by public auction to the highest bidder on 6th March 2002 at 10h00 at the front entrance of the Magistrate's Court Building, 22 Chancery Lane, Pinetown, consists of:

*Property description:* Previously described as Erf 6197, Pinetown Extension 59, Registration Division FT, situate in the Durban Metropolitan Unicity Municipality, Province of KwaZulu-Natal, in extent 1 454 square metres.



*Now described as:* Erf 6197, Pinetown Extension 59, Registration Division FT, situate in the eThekweni Municipality, Province of KwaZulu-Natal in extent 1 454 square metres.

*Physical address:* 31 Amand Place, Marianhill Park, 3610.

*Improvements:* Townhouse single level brick under tile dwelling: 1 lounge, 1 diningroom, 1 kitchen, 3 bedrooms, 3 bedrooms with b.i.c., 1 room with en-suite, 1 bathroom (separate), 1 toilet (separate), 1 shower, wooden gates wire and timber fencing, single garage and tarmac driveway.

*Town planning zoning:* Residential.

*Special privileges:* None known.

Nothing is guaranteed in the above respects.

*Conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser (excluding the Judgment Creditor) shall pay deposit of 10% of the purchase price and Auctioneer's charges immediately after the sale. The balance of the purchase price, including interest are set out in the conditions of sale, is payable against transfer to be secured in the interim by a bank guarantee to be approved by the Execution Creditor's Attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. Transfer will be affected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in Clause 5 of the conditions which may be inspected at the offices of the Sheriff of Pinetown, and the said attorneys.

Sales are for cash and or bank guaranteed cheques only.

Dated at Queensburgh on this 28th day of January 2002.

A. Murugan and Assoc., Attorney for Execution Creditor, Shop 9, 410 Main Road, Escombe. (Ref. A. Murugan/I24.)

**Case No. D32/1998**

#### IN THE LABOUR COURT OF SOUTH AFRICA HELD AT DURBAN

**In the matter between: DEPARTMENT OF LOCAL GOVERNMENT & HOUSING, Judgment Creditor, and JABULANI CROSBY MAPHANGA, Judgment Debtor**

In pursuance of a judgment granted on the 17th day of November 1998 in the abovementioned Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on the 1st day of March 2002 at 10h30 at the Sheriff of the High Court's Offices, 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal:

Erf No. 1573, situated at A Ashdown in the Township of Edendale, County of Pietermaritzburg Administrative District of Natal, Province of KwaZulu-Natal, Title Deed No. GF14295/1991, in extent four hundred and sixty four (464) square metres.

*Improvements:* Five roomed brick house with tiled roof.

1. The conditions of sale may be inspected at the office of the Sheriff of the High Court, 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal.

2. The sale shall be by public auction without reserve to the highest bidder.

Dated at Pietermaritzburg on this the 28th day of January 2002.

Messrs Badendorst & Olivier Inc., 1st Floor, Telkom Terrace, 81 Chapel Street, Pietermaritzburg, 3201. (Reference: Colls/Juanita Becker/clvh/10D000699.)

**Case No. 25048/00**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SEWPERSAD BALDEO, 1st Defendant, SEWPERSAD BALDEO N.O, 2nd Defendant, and GEETABALI BALDEO, 3rd Defendant**

In pursuance of a judgment granted on the 24th May 2000, in the Magistrate's Court for the district of Durban and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on 7 March 2002 at 10h00 at 296 Jan Smuts Highway, Mayville, Durban:

*Description:* Erf 4439, Isipingo (Extension 19), Registration Division FT, Province of KwaZulu-Natal, in extent two hundred and thirty six (236) square metres, held under Deed of Transfer No. T17709/1998.

*Street address:* 41 Lotus Drive, Lotus Park.

The following information is furnished but not guaranteed:

*Improvements:* Duplex house double storey brick under tile roof dwelling consisting of: 1 kitchen (lino floors), 1 lounge (carpeted), 1 bedroom. *Upstairs:* 2 bedrooms, 1 toilet, 1 bathroom, bath & basin.

*Zoning:* Special Residential (nothing guaranteed).

1. The property and the improvements thereon are sold "voetstoots" and without any warranties.



2. The purchaser shall pay 10% of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff's Office, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated Durban this 28th day of January 2002.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, cnr Smith & Field Streets, Durban. (Tel. 327-4012.) (Ref. Mr PENTECOST/cq/46N085449.)

Case No. 11096/01

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

**In the matter between MORNINGSIDE VILLAGE 102 BODY CORPORATE, Plaintiff, and RATHNUM RAJAGOPAL, 1st Defendant, and SARASVATHI RAJAGOPAL, 2nd Defendant**

In pursuance of a judgment granted on the 24/5/01, in the Magistrate's Court, Durban, and under writ of execution issued against immovable property thereafter, will be sold in execution, on Tuesday, the 12th day of March 2002 at 14h00, at front entrance to the Magistrate's Court, Somsteu Road, Durban, to the highest bidder:

*Property description:* A unit consisting of Section 240, as shown and more fully described on Sectional Plan No. SS295/1998 in the scheme known as Morningside Village 102 in respect of the land and buildings situate at Springfield, in the Local authority area of Durban Metropolitan Uricity Municipality of which section the floor area accordingly to the sectional plan is 49 square metres in extent and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan and held under Deed of Transfer No. ST15694/00.

*Physical address:* Unit 112, Morningside Village 102, 80 Fyfe Road, Morningside, Durban, KwaZulu Natal.

*Conditions:*

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

2. The following improvements on the property are reported, but not guaranteed:

*Improvements:* 1 x simplex with 1 kitchen that is tiled with BIC, open plan lounge, 2 x bedrooms with BIC, 1 x bathroom, toilet and wash basin with a parking bay.

3. The purchase price shall be paid as to 10% thereof the signing of the conditions of sale, and the full balance together with interest on the full amount of the Plaintiff's claim at the rate of 16% per annum to date of payment, within fourteen (14) days, to be paid or secured by an approved bank or building society guarantee.

4. The full conditions of sale which will be read out by the Sheriff of Court, Durban North, immediately prior to the sale may be inspected at his office at 15 Milne Street, Durban.

Dated at Pinetown this 25th day of January 2002.

Geyser, Liebetrau, Du Toit & Louw, Plaintiff's Attorneys, 7 Greathead Lane, Pinetown, C/o 6th Floor, Volkskas Building, 23 Gardiner Street, Durban. (Ref. VMC/M76TM-14.)

Case No. 2136/01

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between: THE LAND AND AGRICULTURAL BANK OF SOUTH AFRICA, Plaintiff, and EDWIN WILLIAM CASS, 1st Defendant, and ANNETTE MARCIA CASS, 2nd Defendant**

In pursuance of a Judgment granted on the 11th of October 2001 in the High Court of South Africa and under Writ of Execution issued thereafter, the immovable properties listed hereunder shall be sold in execution to the highest bidder on Monday the 4th of March 2002 at 10:00 am at the steps of the Magistrates Court, Port Shepstone.

1. Remainder of Lot 42, Marburg Settlement No. 6247, Registration Division ET, Province of KwaZulu-Natal, in extent thirty-two comma five two five eight (32,5258) hectares.

2. Subdivision 2 of Lot 41, Marburg Settlement No. 6246, Registration Division ET, Province of KwaZulu-Natal, in extent eighteen comma seven nine eight four (18,7984) hectares.

3. Remainder of Subdivision 2 (of 1) of Lot 40, No. 4930, Registration Division ET, Province of KwaZulu-Natal, in extent sixty comma seven nought two eight (60,7028) hectares.

4. Remainder of Marburg Commonage No. 3 No. 12225, Registration Division ET, Province of KwaZulu-Natal, in extent one hundred and twenty-nine comma two nine seven eight (129,2978) hectares.

5. Subdivision 2 of Marburg Commonage No. 3 No. 12225, Registration Division ET, Province of KwaZulu-Natal, in extent eight comma seven nought nought nought (8,7000) hectares, held under Deed of Transfer No. T30918/1995.

Buildings and improvements alleged to exist on the property(ies) although this information is not guaranteed: 2 x cottages, 1 x flat, 1 x workshop, 1 x office, 1 x garage, 1 x store room, 2 x sheds, compound of 35 units for workers.



Prospective purchaser's attention is drawn to the fact that the Land Bank is under no obligation to point out boundaries or beacons in respect of the property. No assurance can be given that the alleged buildings and other improvements do exist or are situated on the property as stated above, nor that any of them is free from a right of retention or hire purchase agreement, nor that an adjoining owner has no interest or claim for contribution in respect of any boundary fencing.

The property(ies) is/are sold "voetstoots" as it/they stand(s), subject to all servitudes and conditions specified in the title deed.

The purchaser shall pay Auctioneer's charges on the day of the sale at the rate of five per centum (5%) of the first thirty thousand rand (R30 000) and thereafter on the balance at three per centum (3%) subject to a maximum of seven thousand rand (R7 000) and a minimum of three hundred rand (R300) and in addition, transfer dues, costs of transfer, transfer duty and any arrear rates, taxes, or other charges necessary to effect transfer upon request by the Attorney for the Execution Creditor.

Any Value Added Tax which is payable arising out of or in connection with this sale, (whether same is a deemed supply in terms of Section 8 (1) (b) of the Value Added Tax Act No. 89 of 1991 or otherwise) shall be added to the sale price and shall be paid in cash to the Plaintiff by the Purchaser on the date of sale.

The balance of the purchase price, plus 14,5% interest compounded monthly thereon from the date of sale to date of payment, shall be payable to the Land Bank within 3 months after the date of sale.

The property is being sold free of any lease agreements, rights of occupation, sale agreements and/or usufruct. The Purchaser shall be liable for any eviction of claiming rights of occupation at his/her sole costs.

The Land Bank reserves the right at any time to withdraw from the sale any property, which is offered for sale.

The Conditions of Sale may be inspected at the Office of the Sheriff, Port Shepstone.

Dated at Pietermaritzburg on this 30th day of January 2002.

Messrs Yashica Chetty, Suite 1, 365 Longmarket Street, Pietermaritzburg, 3201. (Ref. MRS CHETTY/LM/L054.)

**Case No. 4062/2001**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and HLENGIWE PRETTY GIRL ZONDI, Defendant**

The following property will be sold in execution on the 8 March 2002 at 10h00 at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

*Description:* Site No. 422 Inanda C, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent three hundred and eighty-six (386) square metres, held under Deed of Grant No. GF8278/1988.

*Physical address:* 422C, Inanda Newtown.

The following information is furnished but not guaranteed:

*Improvements:* Block under asbestos roof dwelling consisting of 2 bedrooms, 1 kitchen, 1 family room, toilet (outside).

*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 at 1st Floor, 12 Groom Street, Verulam.

Dated at Durban this 28th day of January 2002.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, cnr Smith & Field Streets, Durban. (Tel. 327-4012.) (Ref. MR G A PENTECOST/CG/46N103 946.)

**Case No. 1997/01**

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

**In the matter between: THE TOWN TREASURER OF THE GLENCOE TLC, Plaintiff, and  
GREENFLAG INVESTMENTS CC c/o MRS FRANK, Defendant**

In the execution of a Judgment in the Magistrates Court and a Writ of Attachment dated 29 November 2001, the under-mentioned immovable property will be sold in execution on the 15th March 2002 at 9h00 in the forenoon by the Sheriff of Glencoe at the front door of the Magistrate's Court, Justice Lane, Glencoe to the highest bidder.

Erf 1738 Glencoe (Extension No. 3), Registration Division GT, Province of KwaZulu-Natal, in extent one thousand one hundred and fifteen (1 115) square metres.

The following information is hereby furnished but not guaranteed:

1. The property is vacant land.

*Conditions of sale:* The detailed conditions of sale may be inspected at the office of the Sheriff Glencoe at 4 Shapiro Street, Glencoe and the Magistrate's Court, Glencoe or at the office of the Plaintiff's Attorneys.

Dated at Dundee on this 12th day of February 2002.

Messrs Rafiq Kahn & Co., Attorneys for Plaintiff, 45 McKenzie Street; P.O. Box 692, Dundee, 3000. (Ref. YS/G/YS.)



Case No. 1989/01

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

**In the matter between: THE TOWN TREASURER OF THE GLENCOE TLC, Plaintiff, and  
GREENFLAG INVESTMENTS CC c/o MRS FRANK, Defendant**

In the execution of a Judgment in the Magistrates Court and a Writ of Attachment dated 29 November 2001, the under-mentioned immovable property will be sold in execution on the 15th March 2002 at 9h00 in the forenoon by the Sheriff of Glencoe at the front door of the Magistrate's Court, Justice Lane, Glencoe to the highest bidder.

Erf 1877 Glencoe (Extension No. 10), Registration Division GT, Province of KwaZulu-Natal, in extent two thousand (2 000) square metres.

The following information is hereby furnished but not guaranteed:

1. The property is vacant land.

*Conditions of sale:* The detailed conditions of sale may be inspected at the office of the Sheriff Glencoe at 4 Shapiro Street, Glencoe and the Magistrate's Court, Glencoe or at the office of the Plaintiff's Attorneys.

Dated at Dundee on this 12th day of February 2002.

Messrs Rafiq Kahn & Co., Attorneys for Plaintiff, 45 McKenzie Street; P.O. Box 692, Dundee, 3000. (Ref. YS/G/YS.)

Case No. 6389/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and JOHN ANTHONY JAMES, Defendant**

In pursuance of a judgment granted on the 28th March 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 12th day of March 2002 at 11h00 at the steps of the Magistrate's Court, Empangeni.

1. (a) *Description:* Lot 996, Empangeni, Extension No. 15, situated in the Empangeni-Ngwelezane Transitional Local Council Area, in extent measuring 1 015 (one thousand and fifteen) square metres.

(b) *Street address:* 32 Cherry Crescent, Empangeni.

(c) *Improvements (not warranted to be correct):* Brick under tile single storey dwelling consisting of lounge, dining-room, three bedrooms, two bathrooms, guest toilet, kitchen, laundry, outside toilet, double garage and enclosed verandah.

(d) *Zoning/special privileges or exemption:* 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, Davidson Chambers, Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 6th day of February 2002.

Kloppers Incorporated, First Floor, Partridge Place, Richards Bay; P O Box 1659, Richards Bay. (Ref. Mr Kloppers/dd/08/ N095/005.)

Case No. 5401/01

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

**In the matter between THE COLLECTOR OF RATES FOR THE UMTAMVUNA TRANSITIONAL LOCAL COUNCIL,  
Plaintiff, and MARIA ELIZABETH STEENKAMP, Defendant**

In pursuance of a Judgment granted by the above Honourable Court on the 30th of August 2001 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 15th day of March 2002, namely:

Erf 621, Leisure Bay, Registration Division ET, situated in the Hibiscus Coast Municipal Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 1 030 square metres and situated in 621 Penzance's Avenue, Leisure Bay.

*Improvements:* Vacant stand.

*Material conditions of sale:*

1.1 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of sale into the Trust account of the Sheriff of the Magistrate's Court.

1.2 The balance of the purchase price, shall be paid against transfer and be secured by a bank or building society guarantee, to be approved by Plaintiff's Conveyancers and to be furnished to the Plaintiff's Conveyancers within 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; PO Box 205, Margate, 4275.  
[Tel. Mrs Hoffman: (039) 317-3196 ext 15.] (Ref. L621.)

**Case No. 12407/2001**

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 GOODNESS LUNGILE MLANGENI, 1st Defendant, and M. SIMON MLANGENI, 2nd 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 8th day of March 2002 at 09h00, in front of the Magistrate's Court, Ladysmith:

Erf 3710, Ladysmith (Extension 18), and known as 9 Martini Road, Modelkloof, Ladysmith, in extent 1 312 square metres, situate in the Ladysmith/Emnambithi Transitional Local Council Area, Administrative District of KwaZulu-Natal, held under Deed of Transfer No. T50370/1999.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed:

*Zoning:* Residential.

*Improvements:* A block dwelling under tiles comprising of a lounge, one dining-room, one kitchen, 3 bedrooms and a bathroom.

*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 8th day of March 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 Attorneys, or the Sheriff of Ladysmith.

Dated at Ladysmith on this 8th day of February 2002.

Maree & Pace Incorporated, Attorney for Plaintiff, 18 Hunter Road, Ladysmith, 3370. (Ref. Mr Swanepoel/CKH326.)

**Case No. 4413/2001**

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and INDARANEE MOONSAMY CHETTY, Defendant**

1. The following property shall be sold by the Sheriff for the High Court, Pinetown, on the 6th day of March 2002 at 10h00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder without reserve:

Portion 10 of Erf 6556, Pinetown, Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent nine hundred and fifty seven (957) square metres held under Deed of Transfer No. T24871/1986 and having physical address at 86 Belltower Road, Nagina, Pinetown, KwaZulu-Natal, and which, without anything being warranted thereby, is zoned residential and is improved by a dwelling comprising, entrance hall; lounge; dining-room; kitchen; 3 bedrooms; 2 bathrooms; shower; 2 w.c.'s; garage.

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 No. 2 Samkit Centre, 62 Caversham Road, Pinetown, 3610.

Dated at Durban during January 2002.

W. N. Mann, for John Koch & Company, Plaintiff's Attorney, Suite 709, 7th Floor, First National Bank Building, cnr Smith and Field Streets, Durban. (Ref. WNM/PP/F3707.)



Case No. 2776/2001

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED (formerly KWAZULU FINANCE AND INVESTMENT CORPORATION LIMITED), Plaintiff, and TIMOTHY SAKHIWE ZUMA, Nin: 00006112245731085, Defendant**

In pursuance of a Judgment in the High Court of South Africa (Natal Provincial Division) given at Pietermaritzburg on 30th August 2001, the following immovable property will be sold in execution on Thursday, 7th March 2002 at 10:00, at the office of the Sheriff, 17 Drummond Street, Pietermaritzburg, to the highest bidder:

Ownership Unit No. 2003, Unit 111, in the Township of Edendale, District of Pietermaritzburg, in extent 521 square metres, which property is held under Deed of Grant No. 8509/89.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 2003 Unit 111, Edendale, Pietermaritzburg, which property consists of a single storey dwelling comprising of lounge, kitchen, 3 bedrooms, bathroom. There is no garage nor outbuildings.

*Conditions of sale:*

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

3. The sale is subject to a reserve price of RNil.

Dated at Pietermaritzburg this 8th day of February 2002.

Von Klempers, Plaintiff's Attorneys, 234 Berg Street, Pietermaritzburg.

Case No. 3213/1999

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

**In the matter between BOE BANK LIMITED, Plaintiff, and RAJESH BHEEMRAJ, First Defendant, and RAVITA BHEEMRAJ, Second Defendant**

In pursuance of a Judgment granted in the above Honourable Court on the 15th day of April 1999 and a Warrant of Execution, the undermentioned property will be sold in execution on the 8th day of March 2002 at 09h00 in front of the Magistrate's Court, Ladysmith:

Erf 7239, Ladysmith (Extension 40) (also known as 59 Dianthus Road, Ladysmith), Registration Division GS, Province of KwaZulu-Natal, in extent 450 square metres, held under Deed of Transfer No. T28148/1998.

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 of 1 x entrance hall; 1 x lounge; 1 x dining-room; 1 x kitchen; 3 x bedrooms; 1 x bathroom with toilet; 1 x shower with toilet.

*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 8th day of March 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 preceding bid shall be accepted by the Sheriff.
3. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased "voetstoots".

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

Dated at Ladysmith on the 8th day of February 2002.

Maree & Pace Inc., Attorney for Plaintiff, 18 Hunter Road, Ladysmith, 3370. (Ref. Mr Swanepoel/CN0470.)

Case No: 1798/00

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

**In the matter between: DUNDEE T.L.C., Plaintiff, and N. A. ZULU, Defendant**

In the execution of a judgment in the Magistrates Court and a writ of attachment dated 8 September 2000 the undermentioned immovable property will be sold in execution on 15 March 2002 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court of Dundee, to the highest bidder:

Portion 1, of Erf 1142, Dundee, Registration Division GT, Province of KwaZulu-Natal, in extent nine hundred and seventy six (976) square metres.



The following information is hereby furnished but not guaranteed:

1. The property consists of one habitable dwelling.

*Conditions of sale:* The detailed conditions of sale may be inspected at the office of the Sheriff at 56 Gladstone Street, Dundee, Magistrate's Court, Dundee, or the office of the Plaintiff's attorneys.

Dated at Dundee on this 8th day of February 2002.

Messrs Rafiq Khan & Co., Attorneys for Plaintiff, 45 Mckenzie Street (P.O. Box 692), Dundee, 3000. (Ref: AS/D/AS.)

**Case No: 8651/01**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

**In the matter between: EMPANGENI/NGWELEZANE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and  
M.R. MAYISE, Defendant**

In execution of a judgment of the Magistrate's Court for the District of Lower Umfolozi given on 31/10/01 in the above-mentioned case and by virtue of a warrant of execution issued on 31/10/01, the immovable property listed hereunder shall be sold in execution to the highest bidder on 12 March 2002 at 11h00 in front of the Magistrate's Court Building, Empangeni.

*Deeds office description:* Erf A852, Empangeni, Extension Section A Ngwelezane, Registration Division GU, in the Empangeni/Ngwelezane Transitional Local Council Area, Province of KwaZulu-Natal, in extent 465 (four hundred and sixty five) square metres.

*Physical address:* A852 Ngwelezane, Empangeni.

*Improvements:* Brick under asbestos roofing consisting of 2 x bedrooms, 1 x dining room, 1 x kitchen, 1 x bathroom with toilet (not warranted to be correct).

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Empangeni, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Empangeni on this 7th day of February 2002.

Christine Wade & Co., Union Chambers, 4 Union Street (P.O. Box 883), Empangeni. (Colls/ak/05/B0489/01.)

**Case No: 5846/01**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

**In the matter between: EMPANGENI/NGWELEZANE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and  
A.N. ZONDI, Defendant**

In execution of a judgment of the Magistrate's Court for the District of Lower Umfolozi given on 8/10/01 in the above-mentioned case and by virtue of a warrant of execution issued on the 8/10/01, the immovable property listed hereunder shall be sold in execution to the highest bidder on 12 March 2002 at 11h00 in front of the Magistrate's Court Building, Empangeni.

*Deeds office description:* Erf 473, Empangeni, Extension 8, Registration Division GU in the Empangeni/Ngwelezane Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 592 (one thousand five hundred and ninety two) square metres.

*Physical address:* 6 Hancock Avenue, Empangeni.

*Improvements:* Main house-brick under asbestos roofing consisting of 3 x bedrooms, 1 x diningroom, 1 x kitchen, 1 x lounge, 1 x bathroom with toilet (not warranted to be correct) plus outside room-brick under asbestos roofing consisting of 2 x bedrooms, 1 x bathroom with toilet, 1 x garage (not warranted to be correct).

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Empangeni, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Empangeni on this 8th day of February 2002.

Christine Wade & Co., Union Chambers, 4 Union Street (P.O. Box 883), Empangeni. (Ref. Colls/ak/05/B0397/01.)

**Case No. 2417/2001**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and RACHAEL PONNOOSAMY, Defendant**

In pursuance of a judgment in the Magistrate's Court, Pietermaritzburg, KwaZulu Natal on 8 March 2001, the following immovable property will be sold in execution on 8 March 2002 at Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, KwaZulu Natal at 11h00, to the highest bidder:

Portion 7 of Erf 413, Pietermaritzburg, Registration Division FT, situate in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 674 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 24 Mothie Singh Road, Raisethorpe, Pietermaritzburg, KwaZulu-Natal, and the property consists of land improved by brick under tile roof, lounge, 2 bedrooms, 2 bathrooms, diningroom, store room and kitchen.



*Material conditions of sale:* The Purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 12th day of February 2002.

Lynn & Berrangé Attorneys, Suite No. 1, Protea House, 187 Berg Street, Pietermaritzburg. (Ref: KW/cg/09N002019.)

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**Case No. 34636/01**

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and MARIANA ELIZE NEL, Defendant**

In pursuance of a judgment in the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal on 19 November 2001, the following immovable property will be sold in execution on 8 March 2002 at Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal at 11h00, to the highest bidder:

Portion 350 (of 195) of the farm Shortts Retreat No. 1208, Registration Division FT, situate in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu Natal, in extent 1 927 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 11 Endeavour Place, Pietermaritzburg, KwaZulu-Natal, and the property consists of land improved by brick under tile roof, lounge, 3 bedrooms, 2 bathrooms, diningroom, kitchen, family room, laundry, study, servants quarters, garage and 2 carports.

*Material conditions of sale:* The Purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 12th day of February 2002.

Lynn & Berrange Attorneys, Suite No. 1, Protea House, 187 Berg Street, Pietermaritzburg. (Ref. KW/cg/09A002101.)

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**Case No. 1798/00**

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

**In the matter between DUNDEE T.L.C., Plaintiff, and N. A. ZULU, Defendant**

In the execution of a Judgment in the Magistrate's Court and a writ of attachment dated 8th September 2000, the undermentioned immovable property will be sold in execution on the 15th March 2002 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court of Dundee to the highest bidder:

Portion 1, of Erf 1142, Dundee, Registration Division GT, Province of KwaZulu-Natal, in extent nine hundred and seventy six (976) square metres.

The following information is hereby furnished but not guaranteed:

1. The property consists of one habitable dwelling.

*Conditions of sale:* The detailed conditions of sale may be inspected at the office of the Sheriff at 56 Gladstone Street, Dundee, Magistrates Court, Dundee or the office of the Plaintiff's Attorneys.

Dated at Dundee on this 8th day of February 2002.

Messrs Rafiq Khan & Co., Attorneys for Plaintiff, 45 McKenzie Street, P.O. Box 692, Dundee, 3000. (Ref. AS/D/AS.)

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**Case Number: 401/99**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and MELMO BELEGGINGS (EIENDOMS) BEPERK,  
First Defendant, and R MOOLMAN, Second Defendant**

In terms of a judgment of the above Honourable Court dated the 16th of March 1999 a sale in execution will be held on Tuesday, the 5th March, 2002 at Magistrate's Offices, 12 Reinhold Street, Melmoth at 10h00, to the highest bidder without reserve:

1. Erf 5, Melmoth, Registration Division, GU, Province of KwaZulu-Natal, in extent 8 094 square metres, held under Deed of Transfer No. T26330/1988.

*Physical address:* Piet Retief Street, Melmoth. The following information is furnished but not guaranteed: Vacant land (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").



2. Erf 6, Melmoth, Registration Division, GU, Province of KwaZulu-Natal, in extent 1,2141 hectares, held under Deed of Transfer No. T13796/1973.

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

3. Erf 7, Melmoth, Registration Division, GU, Province of KwaZulu-Natal, in extent 2,4281 hectares, held under Deed of Transfer No. T13796/1973.

*Physical address:* 7 Flight Street, Melmoth. The following information is furnished but not guaranteed: The house consists of 5 bedrooms, 2½ bathrooms, T.V. room/family room, kitchen, lounge, diningroom, laundry room, 2 garages, large "stoep" verandah (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

3. Erf 8, Melmoth, Registration Division, GU, Province of KwaZulu-Natal, in extent 3,2375 hectares, held under Deed of Transfer No. T388/1979.

*Physical address:* 11 Flight Street, Melmoth. The following information is furnished but not guaranteed. Vacant land (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court at Ulundi, 12 Reinhold Street, Melmoth.

Dated at Durban this 4th day of February 2002.

D H Botha, for Strauss Daly Inc., Plaintiff's Attorneys, 3rd Floor, 21 Aliwal Street, Durban, 4001. (Docex No. 27.) (Tel. 304-3433.) (Ref. MR BOTHA/jh/A0038/1108.)

#### Case No. 1163/01

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

#### **In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD., Plaintiff, and ANGELO BHEKINKOSI MHLANGU t/a THANI-MABHOKO ROAD CONSTRUCTION, Defendant**

In pursuance of a judgment granted on the 6th of August 2001 in the above Court, and Writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on the 12th March 2002 at 09h00, in front of the Magistrate's Court Building, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit No H-849 in extent 650.00 (six hundred and fifty comma zero zero) square metres situated in the Township of Esikhawini District of Mtunzini, County Zululand.

(b) *Street address:* H-2321, Esikhawini Township, District of Mtunzini.

(c) *Improvements* (not warranted to be correct): Single storey plastered under tile roofing dwelling consisting of two bedrooms, one lounge, one kitchen, one bathroom with toilet.

(d) *Zoning/Special privileges or exemptions:* Special Residential Zoning, no special privileges or exemptions.

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

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni on this 28th day of January 2002.

Messrs Ngwenya & Zwane Inc., No. 5 Hospital Road, Empangeni, 3880. (Ref. IT627/01.)

#### Case No. 5292/01

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

#### **In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Plaintiff, and DUNCAN LINDA HLONGWANE, 1st Defendant, and PHUMELELE OLTAH HLONGWANE, 2nd Defendant**

In pursuance of a judgment granted on the 4th July 2001 in the above Court, and writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on the 12th of March 2002 at 14h00, at front steps, Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Ownership Lot B753, in extent 375 (three hundred and seventy five) square metres situated at Ngwelezane, District of Lower Umfolozi, County Zululand.

1. (b) *Street address:* Lot B753, Ngwelezane Township, District of Lower Umfolozi.

1. (c) *Improvements:* Bricks under tile dwelling consisting of two bedrooms, 1 dining room, one kitchen and one bathroom with toilet.

1. (d) *Zoning/Special privileges or exemptions:* Special residential zoning, no special privileges or exemptions.

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

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni on this 6th day of October 2002.

Ngwenya & Zwane Inc., No. 5 Hospital Road, Empangeni, 3880. (Ref. IT631/01.)



Case No. 3140/01

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and FANA JOEL CELE, Defendant**

In execution of a Judgment of the High Court of South Africa (Natal Provincial Division), the following immovable property owned by the above-named Defendant, will be sold in execution on Friday, the 8th day of March 2002 at 9:00 am, at the Sheriff's Office, 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder for cash, without reserve:

Portion 113 of Erf 1486, Pietermaritzburg, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 669 (six hundred and sixty-nine) square metres, held under Deed of Transfer No. T21994/97.

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

1. The property is situate at 14 John Welsh Road, Grange, Pietermaritzburg, KwaZulu-Natal, KwaZulu-Natal.
2. The property has been improved by the construction thereon of a concrete block under IBR residential dwelling comprising a lounge, diningroom, kitchen, three bedrooms, bathroom and separate toilet.
3. The Conditions of Sale may be inspected at the aforesaid offices of the Sheriff, Pietermaritzburg and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg during 2002.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. R N Scott/brn/D2/A0461/01.)

Case No. 1798/00

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

**In the matter between: DUNDEE T.L.C., Plaintiff, and N. A. ZULU, Defendant**

In the execution of a Judgment in the Magistrates Court and a Writ of Attachment dated 8th September 2000, the undermentioned immovable property will be sold in execution on the 15th March 2002 at 10h00, in the forenoon by the Sheriff of Dundee, at the front door of the Magistrate's Court of Dundee, to the highest bidder.

Portion 1, of Erf 1142, Dundee, Registration Division GT, Province of KwaZulu-Natal, in extent nine hundred and seventy six (976) square metres.

The following information is hereby furnished but not guaranteed:

1. The property consists of one habitable dwelling.

*Conditions of sale:* The detailed conditions of sale may be inspected at the office of the Sheriff at 56 Gladstone Street, Dundee, Magistrate's Court, Dundee or the office of the Plaintiff's Attorneys.

Dated at Dundee on this 8th day of February 2002.

Messrs Rafiq Khan & Co., Attorneys for Plaintiff, 45 McKenzie Street (P.O. Box 692), Dundee, 3000. (Ref. AS/D/AS.)

Case No. 6485/2001

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

**In the matter between: SAAMBOU BANK LIMITED, Plaintiff, and MICHAEL ANDREW SMITH, First Defendant, and LESLEY CAROLE SMITH, Second Defendant**

In terms of a judgment of the above Honourable Court dated the 9 November 2001, a sale in execution will be held on 13 March 2002 at 10H00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder without reserve:

Erf 6165, Pinetown (Extension No. 59), Registration Division FT, Province of KwaZulu-Natal, in extent 1 160 (one thousand one hundred and sixty square metres), held by Deed of Transfer No. T29836/1999.

*Physical address:* 13 Leyen Place, Marianhill Park, Pinetown.

*Zoning:* Special Residential.

*Improvements:* The following information is furnished but not guaranteed: A brick and tile dwelling comprising of 1 Foyer, 1 lounge, 1 dining room, 4 bedrooms, 1 bathroom, 1 shower, 1 kitchen, 1 garage and 1 granny flat.

(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 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, Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 16 day of January 2002.

D H Botha, for Strauss Daly Inc., Plaintiff's Attorneys, 3rd Floor, 21 Aliwal Street, Durban. (Ref. Mrs van Huyssteen/SS0026/695.)



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

**In the matter between THE KWADUKUZA MUNICIPALITY, Applicant, and THE REGISTERED OWNERS OF  
VARIOUS IMMOVABLE PROPERTIES situated within the Applicant's Area of Jurisdiction, Respondents**

Be pleased to take notice that pursuant to an order of the above Honourable Court dated the 27th September 2001 in the abovementioned case, the immovable properties described in the attached Schedules "A" and "B" hereto, shall be sold in execution to the highest bidders without reserve by the Sheriff of the High Court for the District of Lower Tugela, on Friday, the 8th March 2002 at the front entrance to the Magistrate's Court Building in King Shaka Street, KwaDukuza-Stanger. The sale of the properties which have improvements (Schedule "A") shall commence at 10h00 on the aforesaid date and the properties which are unimproved vacant land (Schedule "B") will follow immediately thereafter. The said sale will commence with the first property mentioned in the annexed Schedule "A", and follow consequentially, whereafter the sale of the properties mentioned in the annexed Schedule "B", shall likewise commence with the first property mentioned therein and follow consequentially.

And be pleased to take notice further that the conditions of sale may be inspected at the offices of the Sheriff of the High Court for the District of Lower Tugela at 116 King Shaka Street, KwaDukuza-Stanger, or at the offices of the Applicant's attorneys of record, Shepstone & Wylie Tomlinsons, 165 Pietermaritzburg Street, Pietermaritzburg, KwaZulu-Natal.

The first set of properties which are to be put up for sale by public auction as aforesaid are all improved by the erection thereon of certain structures, the details of which are set forth, together with the names of the registered owners of such properties, in the schedule annexed hereto, marked "A".

Thereafter, and following the sale of the aforesaid properties, the next set of properties, the details of which are set forth in the schedule annexed hereto, marked "B", will be put up for sale by public auction. These properties are all vacant land with no improvements thereon.

Dated at Pietermaritzburg this 15th day of February 2002.

K C Anderson, for Shepstone & Wylie Tomlinsons, Applicant's Attorneys, 165 Pietermaritzburg Street, Pietermaritzburg.  
(K C Anderson/dj/12K0001/01.)

**"A"**

**SCHEDULE OF PROPERTIES, AND THE NAMES AND ADDRESS OF THE REGISTERED OWNERS OF SUCH PROPERTIES, TO BE SOLD IN EXECUTION ON 8 MARCH 2002, BY THE SHERIFF FOR THE DISTRICT OF LOWER TUGELA, KWADUKUZA-STANGER**

1. *Owner:* Willito Property Investments (Pty) Ltd (No. 1996/013030/07).

*Property:* Remainder of Erf 189, Shakas Rock, Registration Division FU, Province of KwaZulu-Natal, in extent 6 832 square metres (held under Deed of Transfer No. T36114/1996).

*Address:* 14 Eland Road, Ballito, KwaZulu-Natal.

*Improvements:* A five-bedroomed brick under tile part double storey dwelling, with outbuilding and swimming pool.

2. *Owner:* The Trustees for the time being of the P L M Family Trust (No IT 738/99).

*Property:* Erf 597, Ballitoville, Registration Division FU, Province of KwaZulu-Natal, in extent 1 022 square metres (held under Deed of Transfer No. T20674/1999).

*Address:* 19 Townsend Road, Ballito, KwaZulu-Natal.

*Improvements:* A four-bedroomed brick under asbestos single storey dwelling with outbuilding.

3. *Owners:* S Rajkumar & 11 others.

*Property:* Remainder of Portion 99 of the farm Chakas Kraal No. 865, Registration Division FU, Province of KwaZulu-Natal, in extent 14,9660 hectares, (held under Deeds of Transfer Nos. T12770/1985; T1964/1940; T7287/1944; T3958/1982; T3956/1982; T3312/1993; and T3313/1993).

*Address:* Unknown.

*Improvements:* A one-bedroomed single storey low cost house with tin roof.

4. *Owners:* K Desai and 5 others.

*Property:* Remainder of Portion 224 of the farm Chakas Kraal No. 865, Registration Division FU, Province of KwaZulu-Natal, in extent 4,3531 hectares (held under Deed of Transfer No. 15720/1981).

*Address:* Unknown.

*Improvements:* A one-bedroomed single storey low cost house, with tin roof.

5. *Owner:* Edith Funeka (born 15 April 1919).

*Property:* Remainder of Portion 326 of (20) of the farm Chakas Kraal No. 865, Registration Division FU, Province of KwaZulu-Natal, in extent 7,0323 hectares (held under Deed of Transfer No T12945/1972).

*Address:* Unknown.

*Improvements:* A one-bedroomed single storey low cost house with tin roof.

6. *Owner:* Dorcas Nxaba (born on 31 July 1917).

*Property:* Remainder of Portion 20 of the farm Chakas Kraal, No 865, Registration Division FU, Province of KwaZulu-Natal, in extent 7,6122 hectares (held under Deed of Transfer No T12947/1972).



*Address:* Unknown.

*Improvements:* A one-bedroomed single storey low cost house with tin roof.

7. *Owner:* Willem Petrus Laas (ID No. 7202295077080).

*Property:* Erf 335, Salt Rock, Registration Division FU, Province of KwaZulu-Natal, in extent 1 858 square metres (held under Deed of Transfer No T61058/1999).

*Address:* 6 Dunkirk Crescent, Salt Rock, KwaZulu-Natal.

*Improvements:* A brick under asbestos, part double storey dwelling, with outbuilding and swimming pool.

8. *Owner:* DWE Investment (Pty) Ltd (20 00 00 45 3110).

*Property:* Remainder of Erf 337, Salt Rock, Registration Division FU, Province of KwaZulu-Natal, in extent 1 264 square metres (held under Deed of Transfer No. T21013/2000).

*Address:* 2 Dunkirk Road, Salt Rock, KwaZulu-Natal.

*Improvements:* A three-bedroomed, part double storey, brick under tile dwelling with outbuilding and swimming pool.

9. *Owner:* Boodhia (born during 1881).

*Property:* Remainder of Erf 12, Shakaskraal, Registration Division FU, Province of KwaZulu-Natal, in extent 6 201 square metres (held under Deed of Title No. T9939/1958).

*Address:* 11 Temple Lane, Shakaskraal, KwaZulu-Natal.

*Improvements:* A tin roof, timber wall dwelling.

10. *Owners:* Dorasamy Wardarajoo Pillay (ID No. 4511055050050), and Devanayagi Pillay (ID No. 5310110071089).

*Property:* Erf 60, Shakaskraal, Registration Division FU, Province of KwaZulu-Natal, in extent 2,2705 hectares (held under Deeds of Title Nos. T20300/1990 and T4524/1991).

*Address:* Unknown.

*Improvements:* A five-bedroomed single storey dwelling with tin roof and outbuilding consisting of tin roof and timber walls approx. 20 m<sup>2</sup>.

11. *Owners:* Narainsamy Iyyavu (ID No. 690309 5180 088) Indrani Iyyavu (ID No. 7507130137083).

*Property:* Erf 77, Shakaskraal, Registration Division FU, Province of KwaZulu-Natal, in extent 2 284 square metres (held under Deed of Transfer No. T20382/1993).

*Address:* 23 Cemetery Lane, Shakaskraal, KwaZulu-Natal.

*Improvements:* A five-bedroomed single storey dwelling with asbestos roof, and two outbuildings consisting of block and tile with asbestos roof.

12. *Owner:* Union of South Africa in its Railways and Harbours Administration (Transnet Limited) (1990 000 90 006).

*Property:* Erf 159, Shakaskraal, Registration Division FU, Province of KwaZulu-Natal, in extent 678 square metres (held under Deed of Transfer No. T9808/1956).

*Address:* Unknown.

*Improvements:* Unknown.

13. *Owners:* Balaram Ramai (ID No. 6601315136084) Ashna Ramai (ID No. 6902020211083).

*Property:* Erf 325, Shakaskraal (Ext. No. 5), Registration Division FU, Province of KwaZulu-Natal, in extent 250 square metres (held under Deed of Transfer No. T2968/2000).

*Address:* House 325, Protea Heights, Shakaskraal, KwaZulu-Natal.

*Improvements:* A two-bedroomed brick under tile single storey dwelling.

14. *Owners:* Bereng Hendrick Ntholeng (ID No. 6207055387083) Herriet Sizakele Ntholeng (ID No. 6603120333088).

*Property:* Erf 256, Shakaskraal (Ext. No 3), Registration Division FU, Province of KwaZulu-Natal, in extent 1 199 square metres (held under Deed of Transfer No T38493/1997).

*Address:* 256 Valley Road, Shakaskraal, KwaZulu-Natal.

*Improvements:* A three-bedroomed single storey brick under tile dwelling.

15. *Owners:* Guy Marie Pierre D'Emmerez de Charmoy (ID No. 6205245074009) Yvonne Marie Marguerite Fletcher (ID No. 5606170014097).

*Property:* Erf 81, Shakas Rock, Registration Division FU, Province of KwaZulu-Natal, in extent 2 947 square metres (held under Deed of Transfer No T22328/1989).

*Address:* 95 Ocean Drive, Chakas Rock, KwaZulu-Natal.

*Improvements:* A brick under tile dwelling—no further information available.

16. *Owner:* Janet Gail Jonsson (ID No. 4302050089008).

*Property:* Erf 282, Sheffield Beach, Registration Division FU, Province of KwaZulu-Natal, in extent 1 042 square metres (held under Deed of Transfer No. T18398/1991).

*Address:* 14A Summit Road, Sheffield Beach, KwaZulu-Natal.

*Improvements:* A five-bedroomed brick under tile double storey dwelling with outbuilding.



17. *Owners:* Kisoan Baboolall (ID No. 5110215140056) Halima Bee Baboolall (ID No. 4305150109055).  
*Property:* Portion 75 (of 74) of the Farm Lot 69 No 917, Registration Division FU, Province of KwaZulu-Natal, in extent 6,70 square metres (held under Deed of Transfer No. T28985/1990).  
*Address:* Unknown.  
*Improvements:* A brick under tin single storey dwelling, with a brick and asbestos outbuilding.
18. *Owner:* Dhanabalan Chetty (ID No. 4312055131051).  
*Property:* Erf 217, Tinley Manor Beach, Registration Division FU, Province of KwaZulu-Natal, in extent 1 031 square metres (held under Deed of Transfer No. T13756/1971).  
*Address:* 66 Sea View Drive, Tinley Manor, KwaZulu-Natal.  
*Improvements:* A four-bedroomed brick under tile single storey dwelling with outbuilding consisting of one bedroom.
19. *Owners:* Sabapathy Ganasen (ID No. 5101215049082) Savithree Ganasen (ID No. 5601010185080).  
*Property:* Erf 260, Tinley Manor Beach (Ext. No 1), Registration Division FU, Province of KwaZulu-Natal, in extent 1 012 square metres (held under Deed of Transfer No. T31060/1988).  
*Address:* 119 Sea View Drive, Tinley Manor, KwaZulu-Natal.  
*Improvements:* A three-bedroomed brick under tile dwelling with double garage and basement.
20. *Owner:* Salona Property CC (No CK1994/037277/23).  
*Property:* Remainder of Portion 70 (of 65) of the farm Lot 71 No. 1524, Registration Division FU, in extent 3 248 square metres (held under Deed of Transfer No. T6044/1995).  
*Address:* 3 Foxhill.  
*Improvements:* A four-bedroomed brick under tin single storey dwelling.
21. *Owner:* Narain and two others.  
*Property:* Remainder of Portion 230 (of 101) of the farm Chakas Kraal No. 865, Registration Division FU, Province of KwaZulu-Natal, in extent 3,0943 hectares (held under Deeds of Transfer Nos. TT225/1965 and T31927/1992).  
*Address:* Unknown.  
*Improvements:* A one-bedroomed single storey low cost house with tin roof.

"B"

**SCHEDULE OF PROPERTIES, AND THE NAMES AND ADDRESSES OF THE REGISTERED OWNERS OF SUCH PROPERTIES, TO BE SOLD IN EXECUTION ON 8 MARCH 2002, BY THE SHERIFF FOR THE DISTRICT OF LOWER TUGELA, KWADUKUZA-STANGER**

1. *Owner:* Joseph Salvo (ID No. 5002105003108).  
*Property:* Erf 782, Ballitoville (Extension No. 1), Registration Division FU, Province of KwaZulu-Natal, in extent 1 053 square metres (held under Deed of Transfer No. T17561/1989).  
*Address:* 12 Susan Avenue, Ballito, KwaZulu-Natal.
2. *Owner:* Plot 112 Zimbali Reserve (Pty) Ltd (1997/018068/07).  
*Property:* Erf 112, Port Zimbali, Registration Division FU, Province of KwaZulu-Natal, in extent 1 102 square metres (held under Deed of Transfer No T32825/1997).  
*Address:* 32 Milkwood, Zimbali, KwaZulu-Natal.
3. *Owners:* Anand Naidoo (ID No. 7604035101080) Nancy Gizelle Naidoo (ID No. 7509290096083).  
*Property:* Erf 1302, Ballitoville (Ext. No 3), Registration Division FU, Province of KwaZulu-Natal, in extent 931 square metres (held under Deed of Transfer No T24344/2000).  
*Address:* 49 Avondale Drive, Ballito, KwaZulu-Natal.
4. *Owners:* Reshma Sunnyslall Budhoo (ID No 7403060084080) Nalene Budhoo (ID No 8008210262056) Keivesh Kristnen (ID No 9410265136087).  
*Property:* Portion 188 (of 1968) of the farm Chaka's Kraal No. 865, Registration Division FU, Province of KwaZulu-Natal, in extent 4 047 square metres (held under Deed of Transfer No. T30579/1998).  
*Address:* Unknown.
5. *Owners:* The Trustees for the time being of "Die Erick Dreyer Familie Trust" No. IT 25/1997.  
*Property:* Portion 389 (of 383) of the farm Lot 61 No. 1521, Registration Division FU, Province of KwaZulu-Natal, in extent 1 072 square metres (held under Deed of Transfer No T32535/1998).  
*Address:* 10 Murray Crescent, Salt Rock, KwaZulu-Natal.
6. *Owner:* ABSA Bank Limited (1986 0004 79 406).  
*Property:* Erf 825, Salt Rock (Ext. No 4), Registration Division FU, Province of KwaZulu-Natal, in extent 1 367 square metres (held under Deed of Transfer No T36415/1999).  
*Address:* 29 Lagoon Drive, Salt Rock, KwaZulu-Natal.
7. *Owners:* Diederick Jacobus Coetzee (ID No 530705503103), Judith-Ann Labuschagne (ID No. 4603080089102).



*Property:* Erf 465, Salt Rock (Ext. No 1), Registration Division FU, Province of KwaZulu-Natal, in extent 1 669 square metres (held under Deeds of Transfer Nos. T15937/1989, and T27166/1980).

*Address:* 25 Fairway Drive, Salt Rock, KwaZulu-Natal.

8. *Owner:* Ramayah Naidoo (ID No 5407075066086).

*Property:* Remainder of Erf 143, Shakaskraal, Registration Division FU, Province of KwaZulu-Natal, in extent 1,0288 hectares (held under Deed of Transfer T36017/1993).

*Address:* 45 Lagoon Drive, Shakaskraal, KwaZulu-Natal.

9. *Owners:* Gavin Patrick Kedian (ID No. 4606195075007) Jeremy Vincent Kedian (ID No. 5205235064003) Michael Roy Kedian (ID No. 4809015065006).

*Property:* Erf 105, Shaka's Rock, Registration Division FU, Province of KwaZulu-Natal, in extent 973 square metres (held under Deed of Transfer T16876/1978).

*Address:* 7 Hill Lane, Chaka's Rock, KwaZulu-Natal.

10. *Owners:* Ravi Naik (ID No. 6512265159085) Dhanasagree Naik (ID No. 7307140061088).

*Property:* Erf 191, Sheffield Beach (Ext. No 1), Registration Division FU, Province of KwaZulu-Natal, in extent 900 square metres (held under Deed of Transfer T1/1995).

*Address:* 50 Gail Street, Sheffield Beach, KwaZulu-Natal.

11. *Owner:* Shirley Jeanne Rodd (ID No. 4511160088003).

*Property:* Erf 121, Sheffield Beach, Registration Division FU, Province of KwaZulu-Natal, in extent 4 002 square metres (held under Deed of Transfer No T17124/1993).

*Address:* 73 Colwyn Drive, Sheffield Beach, KwaZulu-Natal.

12. *Owner:* Estate of the late Gabriel Peranovich (No. 14263/1991).

*Property:* Portion 554 (of 320) of the Farm Lot 61 No. 1521, Registration Division FU, Province of KwaZulu-Natal, in extent 1 018 square metres (held under Deed of Transfer No. T37326/1993).

*Address:* 114 Colwyn Drive, Sheffield Beach, KwaZulu-Natal.

13. *Owner:* Estate of the late Gabriel Peranovich (No. 14263/199).

*Property:* Portion 566 (of 320) of the Farm Lot 61 No. 1521, Registration Division FU, Province of KwaZulu-Natal, in extent 963 square metres (held under Deed of Transfer No. T37326/1993).

*Address:* 107 Colwyn Drive, Sheffield Beach, KwaZulu-Natal.

14. *Owners:* Bradley Derek Moore (ID No. 6710235054085) Wendy Patricia Moore (ID No. 6805030022087).

*Property:* Erf 169, Sheffield Beach (Ext. No. 1), Registration Division FU, Province of KwaZulu-Natal, in extent 900 square metres (held under Deed of Transfer No. T5793/1997).

*Address:* 8 Gail Street, Sheffield Beach, KwaZulu-Natal.

15. *Owners:* Robin Wesley Colborne (ID No 6307065164017) Reena Colborne (ID No. 6404010056057).

*Property:* Erf 188, Sheffield Beach (Ext. No 1), Registration Division FU, Province of KwaZulu-Natal, in extent 900 square metres (held under Deed of Transfer No T25285/1998).

*Address:* 73 Wilkes Road, Sheffield Beach, KwaZulu-Natal.

16. *Owner:* Alan Terence Jones (ID No. 5105075115108).

*Property:* Erf 180, Sheffield Beach (Ext. No 1), Registration Division FU, Province of KwaZulu-Natal, in extent 900 square metres (held under Deed of Transfer No T13830/1993).

*Address:* 57 Wilkes Road, Sheffield Beach, KwaZulu-Natal.

17. *Owner:* Lot 209 Tinley Manor CC (No. CK1995/036102/23).

*Property:* Erf 209 Tinley Manor Beach, Registration Division FU, Province of KwaZulu-Natal, in extent 1 012 square metres (held under Deed of Transfer No T7056/1998).

*Address:* 50 Seaview Drive, Tinley Manor, KwaZulu-Natal.

18. *Owner:* Cassim Mahomed Desai.

*Property:* Remainder of Portion 4 of the farm Lot 71 No. 1524, Registration Division FU, Province of KwaZulu-Natal, in extent 4,4543 hectares (held under Deed of Transfer No T1450/1931).

*Address:* Unknown.

19. *Owner:* Cassim Mahomed Desai.

*Property:* Remainder of Portion 33 (of 8) of the farm Lot 71 No. 1524, Registration Division FU, Province of KwaZulu-Natal, in extent 3,9098 hectares (held under Deed of Transfer No T1450/1931).

*Address:* Unknown.



20. *Owner:* Muthu Lutchmi Moodley (born 16 July 1922).

*Property:* Remainder of Portion 63 (of 4) of the farm Lot 71 No 1524, Registration Division FU, Province of KwaZulu-Natal, in extent 6 770 square metres (held under Deed of Transfer No. T16634/1980).

*Address:* 71 Laundry Lane, Umhlali, KwaZulu-Natal.

21. *Owner:* Andries Frederick Dreyer (ID No. 4501145010081).

*Property:* Erf 1442, Ballitoville (Ext. No 3), Registration Division FU, Province of KwaZulu-Natal, in extent 1 590 square metres (held under Deed of Transfer No. T3216/1999).

*Address:* Avondale Drive.

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## MPUMALANGA

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**Saak No. 4525/01**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MIDDELBURG GEHOU TE MIDDELBURG

**In die saak tussen C. N. LUSENGA, Eksekusieskuldeiser, en L. MABENA, 1ste Eksekusieskuldenaar, en J. MABENA, 2de Eksekusieskuldenaar**

Geliewe kennis te neem dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 4/7/2001 toegestaan is op Vrydag, 15 Maart 2002 om 10h00 te Baljukantoor, President Krugerstraat 12, Middelburg, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantore van die Balju van die Landdroshof, Middelburg, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

*Sekere:* Erf 11413, Uitbreiding 8, Mhluzi Dorpsgebied, Registrasie Afdeling JS, Provinsie van Mpumalanga, groot 228 m<sup>2</sup>, gehou kragtens Akte van Transport T61318/1999.

*Straatadres:* Erf 11413, Uitbreiding 8, Mhluzi, Middelburg.

Die eiendom is as volg verbeter: Woonhuis.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan Artikel 66(2) van Wet 21 van 1944 is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die volle koopprys is betaalbaar op dag van verkoping.

3. Die eiendom word "voetstoots" verkoop.

4. Die koper sal aanspreeklik wees vir alle agterstallige belastings, heffings, ensovoorts op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Middelburg op hierdie 29ste dag van Januarie 2002.

Ströh Coetzee Masilela Inc., Prokureur vir Eiser, Kerkstraat 49, Middelburg. (Verw. J D Ströh/Belinda/141551.)

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**Saak No. 2093/95**

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

**In die saak tussen QUALITY PANEELKLOPPERS (EDMS) BPK., Eiser, en S S MAVIMBELA, Verweerder**

Ingevolge 'n lasbrief vir eksekusie teen goed van die Landdros van Barberton, sal die volgende eiendom per openbare veiling verkoop word, op Donderdag, 14 Maart 2002 om 10:00 voor die Landdroshof, Barberton:

Erf 952, Emjindini Uitbr. 1 bekend as Erf 163, New Village, geleë in Emjindini, Barberton, Registrasie Afdeling J.U., provinsie van Mpumalanga, groot 382.0000 (driehonderd twee en tagtig) vierkante meter, gehou kragtens Akte van Transport Nr. TL3328/1992.

*Verbeterde eiendom:* Hierdie erf sal aan die hoogste bieder vir kontant verkoop word onderhewig aan enige verbande, indien enige, asook die voorwaardes uiteengesit in die verkoopsvorwaardes wat by die Balju van die Landdroshof se kantoor vir insae lê.

Geteken te Barberton op hierdie 31e dag van Januarie 2002.

Renier J Oelofsen Prokureurs, Prokureur vir Eiser, Posbus 404, Judgestraat 12, Barberton, 1300. (Verw. ME REINERS: Q34/311/52638.)

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**Saak No. 3699/01**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

**In die saak tussen GR NKAMBULE, 1ste Eksekusieskuldeiser, CT NKAMBULE, 2de Eksekusieskuldeiser, en DG MBATHA, 1ste Eksekusieskuldenaar, en MB MBATHA, 2de Eksekusieskuldenaar**

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 18 Septembere 2001 toegestaan is, op 6 Maart 2002 om 10h00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopsvorwaardes wat ter insae sal lê by die Baljukantoor, Rhodestraat, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:



*Sekere:* Erf 4302, geleë in die dorpsgebied van Ackerville, Registrasie Afdeling JS, Mpumalanga, groot 266 (twee ses ses) vierkante meter, gehou kragtens Akte van Transport T122649/98.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan Artikel 66(2) van Wet 32 van 1944 is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprijs is betaalbaar by wyse van 'n deposito van 10% by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode óf die kontantgeld betaal, óf 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprijs op datum van registrasie.

3. Die eiendom word "voetstoots" verkoop.

4. Die koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings ensovoorts op die eiendom asook rente op die koopprijs soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 31 dag van Januarie 2002.

F. M. Heinsen, Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, h/v Smutslaan & Northeystraat, Posbus 727, Witbank.

**Saak No. 12263/00**

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

**In die saak tussen FNB 'n divisie van FIRSTRAND BANK BPK, Eksekusieskuldeiser, en MAGABOLLE PETER MOGOBA, Eksekusieskuldenaar**

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 15 Desember 2000 toegestaan is, op 6 Maart 2002 om 10h00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter inse sal lê by die Baljukantoor, Rhodestraat, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

*Sekere:* Erf 90, geleë in die dorpsgebied van Kwa-Guqa, Uitbreiding 2, Registrasie Afdeling JS, Mpumalanga, groot 350 (drie vyf nul) vierkante meter, gehou kragtens Akte van Transport T37857/2000.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan Artikel 66(2) van Wet 32 van 1944 is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprijs is betaalbaar by wyse van 'n deposito van 10% by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode óf die kontantgeld betaal, óf 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprijs op datum van registrasie.

3. Die eiendom word "voetstoots" verkoop.

4. Die koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings ensovoorts op die eiendom asook rente op die koopprijs soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 31ste dag van Januarie 2002.

F. M. Heinsen, Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, h/v Smutslaan & Northeystraat, Posbus 727, Witbank.

**Saak NO. 4446/01**

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

**In die saak tussen FNB 'n divisie van FIRSTRAND BANK BPK, Eksekusieskuldeiser, en HENRY FANA NKOSI, 1ste Eksekusieskuldenaar, en CHRISTINE ZODWA NKOSI, 2de Eksekusieskuldenaar**

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 5 Junie 2001 toegestaan is, op 6 Maart 2002 om 10h00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Rhodestraat, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

*Sekere:* Erf 1014, geleë in die dorpsgebied van Kwa-Guqa, Uitbreiding 3, Registrasie Afdeling JS, Mpumalanga, groot 367 (drie ses sewe) vierkante meter, gehou kragtens Akte van Transport T28405/96.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan Artikel 66(2) van Wet 32 van 1944 is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprijs is betaalbaar by wyse van 'n deposito van 10% by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode óf die kontantgeld betaal, óf 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprijs op datum van registrasie.



3. Die eiendom word "voetstoots" verkoop.

4. Die koper sal aanspreeklik wees vir alle agterstallige belastings, heffings ensovoorts op die eiendom asook rente op die koopprijs soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 31ste dag van Januarie 2002.

F. M. Heinsen, Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, h/v Smutslaan & Northeystraat, Posbus 727, Witbank.

Case No. 7494/01

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and JOHANNES BOET NKABINDE, 1st Defendant, and ROSE THOKO NKABINDE, 2nd Defendant**

Kindly take notice that the property described hereunder will be sold in execution at the Magistrate's Court, Delville Street, Witbank, at 10h00 on 6 March 2002 in terms of the conditions of sale, which may be inspected at the office of the Sheriff, Rhode Street, Witbank, ten (10) days prior to date of sale:

*The property known as:*

*Certain:* Erf 4222, situated in the township of Kwa-Guqa, Extension 7, Registration Division JS, Mpumalanga, measuring 280 (two eight nil) square metres, held under Deed of Transfer TL8746/93.

The property is improved as follows (not guaranteed):

The sale is subject to the following material conditions, namely:

1. Subject to the provisions of Section 66(2) of Act 32 of 1944, the sale shall be without reserve and the property shall be sold to the highest bidder.

2. The purchase price of the property shall be paid by way of a deposit of 10% at the conclusion of the sale for the balance of the purchase price within thirty (30) days from the date of sale. The purchaser shall within the aforesaid period, either pay the balance in cash or provide an approved guarantee for payment of the balance of the purchase price upon registration of transfer.

3. The property and any improvements thereon shall be sold "voetstoots".

4. The purchaser shall be liable for all arrear rates, taxes, charges, etc, owing in respect of the property together with interest calculated on the purchase price as determined by the Execution Creditor.

Dated at Witbank on this the 31st day of January 2002.

F. M. Heinsen, Harvey Nortje Incorporated, Attorneys for Plaintiff, Smuts Park, cor. Smuts Avenue & Northey Street, P O Box 727, Witbank.

Saakno.: 9429/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

**In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en DAWID WILLEM JACOBUS PUTTER, 1ste Eksekusieskuldenaar, JACOBA SUSANNA PUTTER, 2de Eksekusieskuldenaar**

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 28 November 2001 toegestaan is, op 6 Maart 2002 om 12h00, te Dulcimerstraat 11, Tasbetpark, Uitbreiding 2, Witbank, in eksekusie verkoop sal word ooreenkomstig die Verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Rhodestraat, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

*Sekere:* Erf 1004, geleë in die dorpsgebied van Tasbetpark, Uitbreiding 2; Registrasie Afdeling JS, Mpumalanga.

*Groot:* 1 022 (een nul twee twee) vierkante meter.

*Gehou:* Gehou kragtens Akte van Transport T44687/99.

*Straatadres:* Dulcimerstraat 11, Tasbetpark, Uitbreiding 2.

Die eiendom is as volg verbeter (nie gewaarborg):

*Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:*

1. Onderhewig aan Artikel 66(2) van Wet 32 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprijs is betaalbaar by wyse van 'n deposito van 10% by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die Koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde Waarborg lewer vir betaling van die balans van die koopprijs op datum van registrasie.

3. Die eiendom word "voetstoots" verkoop.

4. Die Koper sal aanspreeklik wees vir alle agterstallige belastings, heffings ensovoorts op die eiendom asook rente op die koopprijs soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 31 dag van Januarie 2002.

(Geteken) F. M. Heinsen, Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, H/v Smutslaan & Northeystraat, Posbus 727, Witbank.



Saakno: 12368/00

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

**In die saak tussen: FNB 'n divisie van FIRSTRAND BANK BPK, Eksekusieskuldeiser, en AD JIYANE, 1ste Eksekusieskuldenaar, M JIYANE, 2de Eksekusieskuldenaar**

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 15 Desember 2000 toegestaan is, op 6 Maart 2002 om 10h00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die Verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Rhodestraat, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

*Sekere:* Erf 3289, geleë in die dorpsgebied van Kwa-Guqa Uitbreiding 5; Registrasie Afdeling JS, Mpumalanga.

*Groot:* 247 (twee vier sewe) vierkante meter.

*Gehou:* Gehou kragtens Akte van Transport T60209/95.

Die eiendom is as volg verbeter (nie gewaarborg):

*Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:*

1. Onderhewig aan Artikel 66(2) van Wet 32 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die Koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde Waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word "voetstoots" verkoop.

4. Die Koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings ensovoorts op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 31 dag van Januarie 2002.

(Geteken) F. M. Heinsen, Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, H/v Smutslaan & Northeystraat, Posbus 727, Witbank.

Saak No. 237/2000

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

**In die saak tussen PLAASLIKE OORGANGSRAAD CAROLINA, Eiser, en THULANI KHANYILE, Verweerder**

Ingevolge 'n Vonnis gelewer op 28/06/2000, in die Carolina Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 12/03/2002 om 10:00 te Landdroskantoor, Carolina, aan die hoogste bieder, met geen reserweprys.

*Beskrywing:* Erf 113, Mzamo, Registrasie Afdeling I.T., Mpumalanga, groot drie honderd vyf en sewentig (375) vierkante meter; Gehou kragtens Akte van Transport Nr. T77104/1998, met verbeterings.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die Voorwaardes van Verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Jan van Riebeeckstraat 15, Ermelo.

Gedateer te Carolina op hede 25 Januarie 2002.

(Get) TC Botha, Eiser of Eiser se Prokureur, Dr. T C Botha Ingelyf, Gary Player Gebou, Voortrekkerstraat 44, Carolina, 1185; Posbus 473, Carolina, 1185. Tel: (017) 843-1192/843-2271. Verwys: Dr Botha/AB/PK0002.

Saakno.: 10481/01

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

**In die saak tussen: BOE BANK BEPERK, h/a NBS, Eiser, en BUNKER HILLS INVESTMENTS 540 (EDMS) BPK, Eerste Verweerder, MOHAMED FAROOK OSMAN, Tweede Verweerder, FURIDA OSMAN, Derde Verweerder**

Geliewe kennis te neem dat die onergemelde eiendom na aanleiding van 'n vonnis wat in bogemelde saak op 8 Januarie 2002 toegestaan is, op 13 Maart 2002 om 11h00 te die betrokke perseel, naamlik:

Erf 257, Reynorif, Witbank in Eksekusie verkoop sal word ooreenkomstig die verkoopsvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

*Sekere:* Erf 257, Reyno Rif Dorpsgebied Witbank, Registrasie Afdeling J.S., in die Provinsie van Mpumalanga.

*Groot:* 2 859 (Twee Agt Vyf Nege) vierkante meter.

*Gehou:* Gehou deur die Verbandgewer kragtens Akte van Transport T95787/01 gedateer 31 Augustus 2001.

*Straatadres:* Sagitariusstraat 38, Reyno Rif, Witbank.

*Die eiendom is as volg verbeter:* Woonhuis.

*Die verkoping is onderhewig aan die volgende voorwaardes:*

1. Onderhewig aan Artikel 66(2) van Wet '21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.



2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% by sluiting van die verkoping en die balans is betaalbaar binne 30 (dertig) dae vanaf datum van verkoping. Die Koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde Waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word "voetstoots" verkoop.

4. Die Koper sal aanspreeklik wees vir alle agterstallige belastings, heffings ens. op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 31ste dag van Januarie 2002.

Van Rensburg Kruger Rakwena Ing., Bothalaan 29A, h/v Bothalaan & Lukinstraat, Witbank; Posbus 5, Witbank, 1035.  
Tel: (013) 656 3800. Verw: Marché Davel/Marelize/N1160.

Case Number: 10138/2001

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

**In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and CHRISTOFFEL PAULUS WOLHUTER (Identity Number: 7601085198081), First Defendant, LORINDA WOLHUTER (Identity Number: 7503030052084) (Married in community of property to each other), Second Defendant**

In execution of a judgment granted on the 16th day of July 2001, in the above Honourable Court and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on the 6th day of March 2002 at 14h30 in the afternoon at 15 Carleton Road, Evander, Extension 2, Mpumalanga, to the highest bidder:

*Description:* Erf 1159, Evander Extension 2 Township, Registration Division I.S., Province of Mpumalanga.

*In extent:* 833 (eight hundred and thirty three) square metres.

Held by the Judgment Debtors in their names, by Deed of Transfer T109602/1999.

*Street address:* Known as 15 Carleton Road, Evander, Extension 2, Province of Mpumalanga.

*Zone:* Residential.

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

The improvements on the property consist of the following:

*Main dwelling:* Comprising *inter alia*: Two Living Rooms, Three Bedrooms, One bathroom.

*Outbuildings:* One Garage, One Bathroom, One Servants Quarter.

*Reserve Price:* The property will be sold without reserve.

*Terms:* 10% of the purchase price in cash payable immediately after the sale and the balance to be guaranteed by way of a bank or building society guarantee to be delivered within 14 days from the date of the sale and payable simultaneously with registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the High Court, at 13 Pensylvania Road, Evander.

Dated at Pretoria on this the 22nd day of January 2002.

(Sgn) LP Rautenbach, Hannes Gouws & Partners Inc., Attorneys for Execution Creditor, First National Bank Building, 6th Floor, New Wing, Church Square, Pretoria. Ref: Mr Rautenbach/17836/TH. Tel: (012) 321-1008.

Case No. 14830/2000

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and KHAYA AMOS MABUMBULU, Defendant**

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Delville Street, Witbank, by the Sheriff Witbank on Wednesday, 6 March 2002 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Witbank at 3 Rhodes Street and will be read out prior to the sale taking place.

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

*Property:* Erf 1836, Phola Township, Registration Division J.S., Mpumalanga, measuring 260 square metres, also known as Erf 1836, Phola Township.

*Improvements:* Dwelling—2 Bedrooms, 1 Bathroom, 1 Kitchen, 1 Living Room. *Outbuilding:* Garage.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. Ref. Mr Croucamp/Belinda/E3470.  
Tel No. 342-9164.



Case No. 36490/99

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and CHRISTO CALITZ, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff Highveld Ridge at the premises at Erf 1165, Kinross Extension 4 aka 13 Joel Street, Kinross on Wednesday, 6 March 2002 at 14h00.

Full conditions of sale can be inspected at the Sheriff, Highveld Ridge, 13 Pennsylvania Street, Evander and will be read out prior to the sale taking place.

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

*Property:* Erf 1165, Kinross Extension 4, Registration Division I.S., Mpumalanga, measuring 1204 square metres and also known as 13 Joel Street, Kinross.

*Improvements:* Dwelling—3 bedrooms, 1½ bathrooms, 1 kitchen, 2 Living rooms, 1 other room. *Outbuildings* – Double garage, servant's quarters, outside toilet, pool, paving, walling.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. Ref. Mr Croucamp/Belinda/E2965. Tel No. 342-9164.

Saaknommer: 4470/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN NELSPRUIT GEHOU TE NELSPRUIT

**In die saak tussen: ECOPROM, Vonnisskuldeiser, en NDLAZI & SON, Vonnisskuldenaar**

Ter uitvoering van 'n vonnis van die Landdroshof, distrik Nelspruit, en 'n lasbrief vir eksekusie, sal die volgende eiendom verkoop word in eksekusie op 15 Maart 2002 om 12:00 te Landdroskantoor Kabokweni, naamlik:

Erf 1767, Kanyamazane A, Mpumalanga, Registrasie Afdeling K.U., Mpumalanga, Groot 372,0000 m<sup>2</sup>, Gehou kragtens Akte van Transport Nr TG691/1990KN.

*Voorwaardes:*

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Wet op die Landdroshof en Reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die Verkoopsvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op gemelde eiendom is: Onbekend.

3. Die koopprys is betaalbaar soos volg: 10% van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde Bank- of Bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van koop.

4. Die volledige Verkoopsvoorwaardes sal deur die Balju uitgelees word voor die verkoping en lê ook ter insae by sy kantore en by die kantoor van die Vonnisskuldeiser se Prokureur.

Geteken te Nelspruit op hierdie 13de dag van Februarie 2002.

Kruger-Lourens Ing, Prokureurs vir Vonnisskuldeiser, Proforum, Van Rensburgstraat 5, Nelspruit. Tel. 752-3247. [LVDW/ML/E0007/1(G2/99).]

Case No: 16530/2001

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

**In the matter between ESKOM FINANCE COMPANY (PROPRIETARY) LIMITED, Plaintiff, and MOLETE TREVOR LLEWELLYN PHASUMANE, Defendant**

In pursuance of a Judgment in the High Court of Pretoria on the 26 July 2001 and Writ of Execution issued pursuant thereto the property listed hereunder will be sold in Execution on 7 March at 10h00 in front of the Magistrate's Court, Ermelo, Jan van Riebeeck Street, Mpumalanga, to the highest bidder:

*Certain:* Erf 1693, Ermelo Extension 9 Township, Registration Division I.T., The Province of Mpumalanga.

*Measuring:* 1 487 (one four eight seven) square metres.

Held by Deed of Transfer T115257/1999, situate Ermelo.

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

Erf comprises of kitchen, dining room, lounge, 4 x bedrooms, 2 x bathrooms, outbuilding comprises of 1 garage.

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

The full Conditions of Sale will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the High Court, corner Kerk & Joubert Street, Ermelo, Mpumalanga.

Dated at Witbank this 4th day of February 2002.

MVM Attorneys, Plaintiff's Attorneys, 1 Lana Street, Wikus Muller Building, Witbank, 1035. Ref: K A Matlala/WL/X015. Tel: (013) 656-4863/6059. P.O. Box 274, Witbank, 1035. C/o Stols & Van Heerden Attorneys, Douglas Street, Colbyn. Tel: (012) 430 3322. Ref: S.J. Fourie.



Case No. 29225/2001

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and FRANS HEINRICH AMORAAL, 1st Defendant, and GERTRUIDA WILHELMINA AMORAAL, 2nd Defendant**

A sale in Execution of the undermentioned property is to be held without reserve at the property, 1J Verdoorn Street, Middelburg on the 8th day of March 2002 at 10h00.

Full Conditions of Sale can be inspected at the offices of the Sheriff of the Supreme Court, Middelburg, 17 Sering Street, Middelburg and will also be read out by the Sheriff prior to the sale in execution.

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

*Property:* Erf 4091, Middelburg Extension 12 Township, Registration Division J S, Province of Mpumalanga, known as 1J Verdoorn Street, Middelburg.

*Improvements:* 3 Bedrooms, bathroom, kitchen, lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P O Box 2000, Pretoria. Tel: 012-325 4185. Reference: Du Plooy/ELR/GT7328.

Case Number: 27950/2001

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

**In the matter between: THE AFRICAN BANK LIMITED, Plaintiff, and MTHIMKHULU: FANANA AARON, 1st Defendant, and MTHIMKHULU: SINDISIWE ANGELINE, 2nd Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale without reserve will be held by the Sheriff of the High Court, Piet Retief in front of the Magistrate's Court, Piet Retief on Friday, 8 March 2002 at 10h00 of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the Magistrate's Court, Piet Retief.

Erf 1790, Piet Retief Extension 7 Township, Registration Division HT, Province of Mpumalanga, measuring 1 500 square metres.

Held by Virtue of Deed of Transfer No. T3316/99.

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

Dated at Pretoria on this the 1st February 2002.

(SGD) D Frances, Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. D Frances/JD HA6459. Tel. 012 325 4185.

Saaknommer: 5390/01

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

**In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en LOUIS BROODRYK, Eerste Eksekusieskuldenaar, en DOROTHEA BROODRYK, Tweede Eksekusieskuldenaar**

Ingevolge 'n Vonnis van bogemelde Agbare Hof en 'n Lasbrief vir Eksekusie tot Uitwinning gedateer 6 Augustus 2001 sal die Eksekusieskuldenaars se onderstaande eiendom verkoop word deur die Balju in Eksekusie om 8h30 op Woensdag, 6 Maart 2002 by die perseel te Duetstraat 26, Uitbreiding 2, Witbank, Erf 1113, Uitbreiding 2, Witbank, aan die hoogste bieder.

Erf 1113, Tasbet Park, Uitbreiding 2, Witbank, Registrasie Afdeling JS, Provinsie Mpumalanga.

Groot: 880 vierkante meter.

Gehou kragtens Akte van Transport Nr. T15053/2000.

*Bestaande uit:* Teëldak met pleistermure, 1 x sitkamer, 1 x eetkamer, 1 x kombuis, 2 badkamers, 3 x slaapkamers, beton plaveisel. *Buitegeboue:* Bediende kwartiere, 1 x motorhuis, 1 afdak, draadomheining.

1. Die eiendom sal "voetstoots" verkoop word en sonder reserwe aan die hoogste bieder en sal die verkoping onderhewig wees aan die bepalings van Artikel 66 van die Landdroshofwet 1944, soos gewysig.

2. Die verkoopprys sal betaalbaar wees as volg:

2.1 10% (tien persent) van die koopprys op die dag van die verkoping.

2.2 Die onbetaalde balans tesame met rente op die balanskoopsom gereken teen 'n koers van 14.5% (veertien komma vyf persent) per jaar gereken vanaf datum van verkoping tot datum van registrasie van die eiendom in die naam van die koper, sal betaal word en verseker word by wyse van 'n Bank of Bougenootskapswaarborg binne 21 (een en twintig) dae van datum van verkoping.

3. Vendusiekoste sal betaalbaar wees op die dag van die verkoping en sal as volg bereken word: 4% (vier persent) van die opbrengs van die verkoping met 'n minimum van R10.00 (tien rand).



4. Die verdere en volledige Verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê te insae by die kantoor van die Balju, Rhodesstraat Nr. 3, Witbank, asook die Landdroskantore te Witbank.

Aldus gedaan en geteken te Witbank op hierdie 11de dag van Februarie 2002.

(Get) M Botha, Jaffit Goodman Ing., Van Deventerstraat 38, h/v Jellicoe & Van Deventerstrate, Posbus 93, Witbank. Verw: Mev. Olivier/CT5035.

**Saaknommer: 1071/1998**

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

**In die saak tussen: EASTERN REGION CASH LOANS, Eksekusieskuldeiser, en  
SEELAND SAMUEL MOKWENA, Eksekusieskuldenaar**

Geliewe kennis te neem dat ingevolge 'n Lasbrief vir Eksekusie gedateer 6de September 2001 die ondervermelde goedere geregtelik verkoop sal word aan die hoogste bieder op Woensdag, 6 Maart 2002 om 11h00 te Baljukantoor, Kantoorstraat 80, Lydenburg, naamlik:

Erf 2688, Mashishing Uit. 6, groot 318 vierkante meter, Registrasie Afdeling JT, Mpumalanga Provinsie.

Gehou kragtens Transportakte Nr. T58005/1997.

En onderhewig aan die skriftelike verkoopsvoorwaardes welke ter insae lê by ondergemelde adres asook by die kantoor van die Balju van Lydenburg.

Gedateer te Lydenburg op die 4de dag van Februarie 2002.

(get) F S Herholdt, Breedt & Herholdt Prokureurs, Eiser se Prokureurs, Kantoorstraat 72, Posbus 1015, Lydenburg, 1120. Tel: (013) 235 1048/9. Verw: Herholdt/ES. Rek nr: CEO148.

Balju van die Hof.

**Case No. 4610/97**

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

**In the matter between NELSPRUIT TOWN COUNCIL, Plaintiff, and ERF DRIE TWEE NST (PTY) LTD, Defendant**

In pursuance of judgment granted on 5 September 1997, in the Nelspruit Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 13 March 2002 at 9h00, at premises 21 A Anderson Street, Nelspruit, to the highest bidder:

*Description:* The following information is furnished, improvements though in this respect is not guaranteed: *The property:* 654,000 sqm, stand with business rights situated in CBD, office structure on property, held by the Defendant in its name under Deed of Transfer No. T41435/1976.

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

2. The Purchaser shall pay a deposit of 10% of the purchase price in cash 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. The balance of the purchase price shall be guaranteed within 14 days of the day of the sale.

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

4. Transfer shall be affected by the Plaintiff 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, Nelspruit, at Belmont Villas Suite 302, Paul Kruger Street 15, Nelspruit.

Dated at Nelspruit on this 07 December 2001.

N Lourens, for Kruger - Lourens Inc., Plaintiff's Attorneys, Proforum, 5 Van Rensburg Street, Nelspruit; P.O. Box 181, Nelspruit, 1200. [Tel. (013) 752-3247.] [Ref. L Lourens/EC/E675 (1)S0211/918.]

**Saak No. 6668/01**

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

**In die saak tussen ABSA BANK BPK, Eksekusieskuldeiser, en ZA & MS LUKHELE, Eksekusieskuldenaar**

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief tot uitwinning gedateer 23 Augustus 2001 sal die reg, titel en belang van die Eksekusieskuldenaar se eiendom verkoop word deur die Balju in eksekusie om 10h00 op die 15 Maart 2002 te die Landdroskantoor, Pres. Krugerstraat, Middelburg, aan die hoogste bieder:

Erf 1411, Mhluzi, Middelburg, Reg Afd J S, Provinsie Mpumalanga, groot 460 vk m, gehou kragtens Akte van Transport T6464/97, Verband B6267/97.

1. Die eiendom sal "voetstoots" verkoop word en sonder reserwe.



2. 10% (tien persent) van die kooprys is betaalbaar op die dag van die verkoping en die balans teen registrasie van transport.

3. Die verdere en volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die kantoor van die Landdros te Middelburg asook die kantore van Van Deventer & Campher, 21A President Krugerstraat, Middelburg.

Aldus gedaan en geteken te Middelburg op 5 Februarie 2002.

C J Alberts, Van Deventer & Campher, President Krugerstraat 21A. [Tel. (013) 282-4675.] (Verw. Mnr. Alberts/ED/BAA/700/01.)

**Saak No. 6901/01**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MIDDELBURG GEHOU TE MIDDELBURG

**In die saak tussen ABSA BANK BPK, Eksekusieskuldeiser, en VAN ZYL'S EIENDOMME BK, Eksekusieskuldenaar**

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief tot uitwinning gedateer 16 Januarie 2002 sal die reg, titel en belang van die Eksekusieskuldenaar se eiendom verkoop word deur Jaap van Deventer Afslaaers in eksekusie om 11h00 op die 15 Maart 2002 te Eeufesstraat 28, Middelburg, aan die hoogste bieder:

Erf 2416, Middelburg X8, Reg Afd JS, provinsie Mpumalanga, groot 2 578 vk m, gehou kragtens Akte van Transport T8766/91, Verband B42822/99, bestaande uit sitkamer, eetkamer, kombuis, leefarea, slaapkamers, dubbel geriewe.

1. Die eiendom sal "voetstoots" verkoop word en sonder reserwe.

2. 10% (tien persent) van die kooprys is betaalbaar op die dag van die verkoping en die balans teen registrasie van transport.

3. Die verdere en volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die kantoor van die Landdros te Middelburg asook die kantore van Van Deventer & Campher, 21A President Krugerstraat, Middelburg.

Aldus gedaan en geteken te Middelburg op 11 Februarie 2002.

C J Alberts, Van Deventer & Campher, President Krugerstraat 21A. [Tel. (013) 282-4675.] (Verw. Mnr. Alberts/ED/BAA699/01.)

**Saak No. 564/01**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELFAST GEHOU TE BELFAST

**In die saak tussen SAMS (EIENDOMS) BEPERK, Eksekusieskuldeiser, en  
SUSANNA VOSLOO, Derde Eksekusieskuldenaar**

Ingevolge uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 13 Desember 2001, sal die volgende eiendom geregtelik verkoop word op Vrydag, 15 Maart 2002 om 10:00 te die Landdroskantoor, Van Riebeeckstraat, Belfast, Mpumalanga aan die hoogste bieder, naamlik:

**Sekere:** Erf 1018, Belfast Dorpsgebied, Uitbreiding 2, Registrasie Afdeling J.T., Provinsie Mpumalanga, groot 1 539 (een-duisend vyfhonderd nege en dertig) vierkante meter, gehou kragtens Akte van Transport 33107/1994.

**Verbeterings:** Drie slaapkamers, twee badkamers, aparte toilet, sitkamer met kaggel, TV kamer, groot kombuis met houer, eetkamer, bediende geriewe, een toesluit motorhuis. Twee kante van die eiendom is gemuur en die ander twee kante met draad omhein, geleë te Lobeliastraat 9, Belfast.

Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju Belfast of kan gelees word by die kantore van die Prokureur vir die Eiser hieronder genoem.

Aldus gedoen en gedateer te Belfast op 12 Februarie 2002.

E P de Villiers, De Villiers Prokureurs, Fitzgeraldstraat 26 (Posbus 111), Belfast, 1100.

**NORTHERN CAPE  
NOORD-KAAP**

**Saak Nr.: 9094/2001**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

**In die saak tussen: VERMEULEN'S DIY STORE, Eiser, en IKAGENG BUILDING CONSTRUCTION, 1e Verweerder,  
G K MOCUMI, 2e Verweerder**

Ingevolge 'n Vonnis van bogenoemde Agbare Hof en 'n Lasbrief van Eksekusie gedateer 17 Desember 2001, sal die hiernagenoemde eiendom sonder reserwe-prys verkoop word aan die hoogste bieder deur die Balju, Kimberley om 10h00 op Donderdag, 14 Maart 2002, by die Landdrosgebou, Kimberley.

Sekere Erf 7064, Kimberley, geleë in die Sol Plaatje Munisipaliteit, distrik Kimberley, Provinsie Noord-Kaap.



*Groot:* 1081 (een nul agt een) vierkante meter, gehou kragtens Transportakte Nr. T9771/1993, ook bekend as 102 Green Straat, West End, Kimberley.

Onderhewig aan sekere voorwaardes soos meer volledig uiteengesit in gemelde Akte van Transport.

*Verbeterings:* Woonhuis met buitegeboue.

(Die aard, grootte, kondisie en bestaan van verbeterings word nie gewaarborg nie en die eiendom word dus "voetstoots" verkoop).

*Die voorwaardes van verkoop:* Tien persent (10%) van die koopprys is onmiddellik betaalbaar en die balans op registrasie van oordrag. Die volle voorwaardes van verkoop wat onmiddellik voor die verkoop gelees sal word, mag by die kantoor van die Balju, Kimberley besigtig word. 'n Bouvereniging-lening mag onderhandel word met 'n goedgekeurde koper.

Gedateer te Kimberley op die 30ste dag van Januarie 2002.

Mnr CM Morton, Prokureur vir Eiser, Haarhoffs Ing, NBS Gebou, 2de Vloer, Jonesstraat 60-64, Kimberley, 8301.

**Saak Nr: 478/98**

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

**In die saak tussen: SUID-AFRIKAANSE INKOMSTEDIENS, Eiser, en  
JOSEPH JOHANNES VAN WYNGAARDT, Verweerder**

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bogenoemde Agbare Hof op 9 November 2001, die onderstaande eiendomme te wete:

Sekere Erwe 326 en 313 in die Munisipaliteit Hartswater, Afdeling Hartswater, provinsie Noord-Kaap, groot 1284 vierkante meter en 1284 vierkante meter onderskeidelik, gehou kragtens Transportaktes No. T149/1960 en T1074/1971, in eksekusie verkoop sal word op 8 Maart 2002 om 10h00 vm by die Landdroskantoor, h/v Strydom & Jan Viljoenstraat, Hartswater.

*Verkoopsvoorwaardes:*

1. Die eiendom word voetstoots verkoop en niks word gewaarborg nie.
2. Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) plus verkoopkommissie op die dag van die verkoping. Die balans tesame met rente binne 30 (dertig) dae na die veiling, sal betaal of verseker word by wyse van 'n bank- of bougenootskapswaarborg.
3. Die koper sal alle bedrae betaal om transport te neem, insluitende hereregte, belastings, sanitêre fooie ens.
4. Die verkoopsvoorwaardes sal ter insae lê by die kantoor van die Balju, Jan Kempdorp.
5. Indien die koper sou nalaat om enige van die voorwaardes van die verkoping na te kom, sal hy die deposito genoem in paragraaf 2, verbeur ten gunste van die Eksekusieskuldeisers sonder benadeling van regte van die Eksekusieskuldeiser om enige eis om skadevergoeding teen die koper in te stel.

Gedateer te Kimberley op hierdie 22ste dag van Januarie 2002.

(Nms) (Wnde) Ontvanger van Inkomste, Kimberley. Verwysing: 4100137217.

**Saak Nr: 2435/01**

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

**In die saak tussen: SUID-AFRIKAANSE INKOMSTEDIENS, Eiser, en MOSES JOHANNES ISAACS, Verweerder**

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bogenoemde Agbare Hof op 10 September 2001, die onderstaande eiendomme te wete:

Sekere Erwe 18320 en 7066 in die Munisipaliteit Kimberley, Afdeling Kimberley, provinsie Noord-Kaap, groot 338 vierkante meter en 1404 vierkante meter onderskeidelik, gehou kragtens Transportaktes No. T1057/1983 en T10/1950 in eksekusie verkoop sal word op 14 Maart 2002 om 10h00 vm by die Landdroskantoor, Knightstraat, Kimberley.

*Verkoopsvoorwaardes:*

1. Die eiendom word voetstoots verkoop en niks word gewaarborg nie.
2. Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) plus verkoopkommissie op die dag van die verkoping. Die balans tesame met rente binne 30 (dertig) dae na die veiling, sal betaal of verseker word by wyse van 'n bank- of bougenootskapswaarborg.
3. Die koper sal alle bedrae betaal om transport te neem, insluitende hereregte, belastings, sanitêre fooie ens.
4. Die verkoopsvoorwaardes sal ter insae lê by die kantoor van die Balju, Woodleystaat, Kimberley.
5. Indien die koper sou nalaat om enige van die voorwaardes van die verkoping na te kom, sal hy die deposito genoem in paragraaf 2, verbeur ten gunste van die Eksekusieskuldeisers sonder benadeling van regte van die Eksekusieskuldeiser om enige eis om skadevergoeding teen die koper in te stel.

Gedateer te Kimberley op hierdie 22ste dag van Januarie 2002.

(Nms) (Wnde) Ontvanger van Inkomste, Kimberley. Verwysing: 0195 121 06 6.



Saak No. 1088/01

IN DIE LANDROSHOF VIR DIE DISTRIK POSTMASBURG GEHOU TE KATHU

**IN die saak tussen EERSTE NASIONALE BANK, Eksekusieskuldeler, en LEON RADEMEYER en****ANNA MARIA RADEMEYER, Eksekusieskuldere**

Kragtens 'n vonnis en beslaglegging van bogenoemde Agbare Hof, gedateer 21 Januarie 2002, sal die ondervermelde onroerende bate per openbare veiling verkoop word op Vrydag, 15 Maart 2002 om 10:00 te die kantoor van die Landdroshof, Kathu, onderhewig aan die verkoopsoorwaarde wat deur die Balju van Kathu voorgelêes sal word, voordat die veiling in aanvang neem, welke verkoopsoorwaarde ter insae lê by die kantoor van die Balju, Kathu, sowel as by die kantore van Prok. Oosthuizen, Sweetnam & Reitz, Rietbokstraat, Kathu:

**Onroerende eiendom:**

Plot No. 15, Reitzhof, Gedeelte 15 van Gedeelte 2 van die plaas Bestwood No. 459, geleë in die Munisipaliteit Gamagara, Kathu, afdeling Kuruman, provinsie Noord-Kaap, groot 15,0091 hektaar, gehou kragtens Transportakte No. T3412/1999.

**Verkoopsoorwaardes:**

1. Betaling van 10% (tien persent) van die koopprys in kontant of bankgewaarborgde tjek op datum van die veiling en, vir die balans en rente @ 16,5% plus oordragkoste moet 'n bankwaarborg voorsien word binne 15 dae na die datum van verkoping, betaalbaar op datum van registrasie.

2. Afsaerskommisie op die koopprys tesame met BTW, tesame met alle agterstallige en uitstaande heffings, indien enige. Geteken te Kathu op hierdie 11de dag van Februarie 2002.

Mnre. Oosthuizen, Sweetnam &amp; Reitz, Prokureur vir die Eiser, Posbus 497, Kathu, 8446.

Saak No. 1108/2001

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

**In die saak tussen: FIRSTRAND BANK BEPERK, Eiser, en STEPHANUS DAWID WESSELS OOSTHUIZEN NO, 1ste Verweerder, JOHANNA FRANGINA OOSTHUIZEN NO, 2de Verweerderes, JACQUES OOSTHUIZEN NO, 3de Verweerder, en MARIA SUSANNA OOSTHUIZEN NO, 4de Verweerderes**

Ingevolge 'n vonnis van die Hooogereshof van Suid-Afrika (Noord-Kaapse Afdeling) gedateer 26 November 2001 sal die ondervermelde eiendomme geregtelik verkoop word aan die hoogste bieder by die Landdroshof te Hartswater op Vrydag, die 8ste dag van Maart 2002 om 11h00:

Sekere Perseel 778, 'n gedeelte van Perseel 167, Vaalharthonsedersetting A, geleë in die Afdeling Vryburg, provinsie Noord-Kaap, groot 25,5657 hektaar, gehou kragtens Akte van Transport T263/2000; en  
Sekere Perseel 798, 'n gedeelte van Perseel 167, Vaalharthonsedersetting A, geleë in die afdeling Vryburg, provinsie Noord-Kaap, groot 23,7691 hektaar, gehou kragtens Akte van Transport T262/2000.

Die verbeterings op die eiendom bestaan uit: Plaaspersele met geboue: Maar niks word in hierdie verband gewaarborg nie. Tien persent van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing en Afsaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige Afsaersgelde betaalbaar in kontant op die datum van die verkoping; die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaarde van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Hartswater en sal uitgelêes word onmiddellik voor die verkoping.

J A C Swaneepoel, Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley. (Verw. JACS/CVDW/F.210129.)

Saak Nr. 6673/2000

IN DIE LANDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

**In die saak tussen SUID-AFRIKAANSE INKOMSTEDIENS, Eiser, en ANDRE EUGENE BROWN, Verweerder**

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bogenoemde Agbare Hof op 30 November 2000, die onderstaande eiendomme te wete:

Sekere Erf 23334, in die Munisipaliteit Kimberley, Afdeling Kimberley, Provinsie Noord-Kaap, groot 338 vierkante meter, gehou kragtens Transportaktes No. T3430/92 in eksekusie verkoop sal word op 14 Maart 2002 om 10h00 vm voor die Landdroshof, Knighstraat, Kimberley.

**Verkoopsoorwaardes:**

1. Die eiendom word voetstoots verkoop en niks word gewaarborg nie.

2. Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) plus verkoopskommisie op die dag van die verkoping. Die balans tesame met rente binne 30 (dertig) dae na die veiling, sal betaal of verseker word by wyse van 'n bank- of bougenootskapswaarborg.

3. Die koper sal alle bedrae betaal om transport te neem, insluitende hereregte, belasting, sanitêre fooie ens.



4. Die verkoopsvoorwaardes sal ter insae lê by die kantoor van die Balju, Woodleystraat, Kimberley.

5. Indien die koper sou nalaat om enige van die voorwaardes van die verkoping na te kom, sal hy die deposito genoem in paragraaf 2, verbeur ten gunste van die Eksekusieskuldeisers sonder benadeling van regte van die Eksekusieskuldeiser om enige eis om skadevergoeding teen die koper in te stel.

Gedateer te Kimberley op hierdie 5de dag van Februarie 2002.

(Nms)/(Wnde) Ontvanger van Inkomste, Kimberley. (Verw. Mev. Pretorius 4390162883.)

**Saak Nr. 8266/2000**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

**In die saak tussen SUID-AFRIKAANSE INKOMSTEDIENS, Eiser, en JOSEPH JOHN WILLIAMS, Verweerder**

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bogenoemde Agbare Hof op 16 Februarie 2001, die onderstaande eiendomme te wete:

Sekere Erf 4989, in die Munisipaliteit Kimberley, Afdeling Kimberley, Provinsie Noord-Kaap, groot 587 vierkante meter, gehou kragtens Transportaktes No. T16/1986 in eksekusie verkoop sal word op 4 April 2002 om 10h00 vm by die Landdroskantoor, Knightstraat, Kimberley.

*Verkoopsvoorwaardes:*

1. Die eiendom word voetstoots verkoop en niks word gewaarborg nie.

2. Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) plus verkoopkommissie op die dag van die verkoping. Die balans tesame met rente binne 30 (dertig) dae na die veiling, sal betaal of verseker word by wyse van 'n bank- of bougenootskapswaarborg.

3. Die koper sal alle bedrae betaal om transport te neem, insluitende hereregte, belastings, sanitêre fooie ens.

4. Die verkoopsvoorwaardes sal ter insae lê by die kantoor van die Balju, Woodleystraat, Kimberley.

5. Indien die koper sou nalaat om enige van die voorwaardes van die verkoping na te kom, sal hy die deposito genoem in paragraaf 2, verbeur ten gunste van die Eksekusieskuldeisers sonder benadeling van regte van die Eksekusieskuldeiser om enige eis om skadevergoeding teen die koper in te stel.

Gedateer te Kimberley op hierdie 11de dag van Februarie 2002.

(Nms)/(Wnde) Ontvanger van Inkomste, Kimberley. (Verw. Mev. Pretorius 4610155683.)

**NORTHERN PROVINCE  
NOORDELIKE PROVINSIE**

**Saaknr. 1521/1999**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN THABAZIMBI GEHOU TE THABAZIMBI

**In the saak tussen KONSTRUCTICA HARDEWARE & BOUMATERIAAL, Eiser, en  
NETEBE STEPHEN MOSELAKGOMO, Verweerder**

Ingevolge uitspraak van die Landdros van Thabazimbi en ter uitvoering daarvan kragtens 'n Lasbrief vir Eksekusie, sal die onvermelde eiendom op Vrydag 15 Maart 2002 om 11h00 te die Landdroskantoor, Vierdelaan, Thabazimbi per publieke veiling verkoop word aan die hoogste bieder onderhewig aan die volgende voorwaardes, naamlik:

(a) Die eiendom/reg van huurpag sal "Voetstoots" en sonder reserwe verkoop word aan die hoogste bieder.

(b) Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die balanskoopprys tesame met rente soos hieronder uiteengesit per jaar tot datum van registrasie van Transport, sal binne 21 (een en twintig) dae na datum van verkoop, betaal of gewaarborg word deur 'n goedgekeurde Bank- of Bougenootskapwaarborg.

(c) Die voorwaardes van die Verkoping in Eksekusie mag gedurende kantoorure by die kantoor van die Balju, Loerielaan 8, Thabazimbi nagesien word.

*Beskrywing van eiendom:*

Erf 2702, Regorogile Uitbreiding 5, Registrasie Afdeling K.Q., Noordelike Provinsie, groot 300 vierkante meter, gehou kragtens Transportakte T134434/1999.

Geteken te Thabazimbi op hierdie 5de dag van Februarie 2002.

(Get) J. van der Wateren, vir JF van Graan & Van der Wateren, Prokureur vir Eiser, van der Bijlstraat 61, Posbus 107, Thabazimbi, 0380.



Saaknommer: 10850/2000

## IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PIETERSBURG GEHOÛ TE PIETERSBURG

**In die saak tussen ILSEMARIE ERNST, Eksekusieskuldeiser, en ME D KGOKOLO, Eksekusieskuldenaar**

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Pietersburg op 15 Augustus 2000, sal die onderstaande eiendom om 11:00 op 22 Februarie 2002 te Landdroskantore Thabamoopo, geregtelik verkoop word aan die hoogste bieder, naamlik:

*Die eiendom wat verkoop word beskryf as:* Erf 1027 Lebowakgomo A Dorpsgebied, groot 450 (vierhonderd en vyftig) vierkante meter, gehou kragtens Grondbrief TG61801/1998.

Bekend as 1027 Eenheid A, Lebowakgomo.

Verbandhouer: ABSA Bank, Verbandakte BG. 54744/1998.

Die belangrikste voorwaardes daarin vervat is die volgende:

1. Die Koper moet 'n deposito van 10% (tien persent) van die koopprys onmiddellik na die verkoping in kontant betaal, en die balans tesame met rente daarop en moet beveilig word deur 'n waarborg goedgekeur deur die Balju en aan hom lewer binne 21 (een en twintig) dae vanaf datum van die verkoping.

2. Die verkoping is voetstoots en onderhewig aan:

2.1 Die Landdroshof Wet en Reëls daaronder;

2.2 Die voorwaardes van die Titelakte; en

2.3 Die verkoopsvoorwaardes wat beskikbaar is vir insae by die kantoor van die Balju en wat onmiddellik voor die verkoping uitgelees sal word.

Geteken te Pietersburg op die 7 Augustus 2001.

(get) D. E. de Waal, vir Naude & Britz, Eiser se Prokureurs, Parklane Gebou Nr. 1, Hans van Rensburgstraat 76, Pietersburg, 0699. [Tel: (015) 297-3536/7.] (Verw: D E de Waal/LC.) (Docex: 16.) (Leërn: DA0001.)

Balju van die Hof.

Case No: 1027/2000

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

**In the matter between STANDARD BANK OF SA LTD, Plaintiff, and YVONNE SHADI THUKETANA, Defendant**

In pursuance of the Judgment of the above Honourable Court and the Warrant of Execution, the property described as:

Erf 1306 situate in the township Tzaneen Extension 12, Registration Division L.T., Northern Province, measuring 2 044 square metres, known as 10 Thys Marais Street, Tzaneen will be sold at the Magistrate's Court, Morgan Street, Tzaneen on the 8th day of March 2002 at 10h00 without reserve to the highest bidder. The improvements, which are not guaranteed, are as follows:

Double-storey house, tile roof, swimming pool, double garage, brick fencing.

The material conditions of sale are:

1. The Purchaser must pay a deposit of 10% (ten percent) of purchase price or R1 000,00 (one thousand rand), whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a guarantee approved by the Sheriff and delivered to him within 21 (twenty one) days from the date of the sale:

2. The sale is voetstoots and subject to:

2.1 The Magistrate's Court Act and the Rules thereunder;

2.2 The conditions of the Title Deed; and

2.3 The conditions of the sale which may be inspected at the offices of the Sheriff and will be read out immediately before the sale.

Dated at Tzaneen on this the 9th day of January 2002.

(sgd) W. F. Basson, for Stewart Maritz Basson, Lex Numeri Building, 32 Peace Street, Tzaneen; P O Box 242, Tzaneen, 0850. (Ref: WFB/S613/AS.)

Case No: 7774/2001

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

**In the matter between BROADLANDS HOME OWNERS ASSOCIATION, Plaintiff, and PHATLUDI DAVID MODIBA**

In pursuance of a Judgment of the above Honourable Court and a warrant of execution, the property described as:

Portion 295 Farm Tweefontein 915, Registration Division L.S., Northern Province, in extent 1,0036 hectare, held by Deed of Transfer T118895/1996 will be sold in front of the offices of the Sheriff of the Court, 66 Platinum Street, Ladine Pietersburg, by the sheriff of the Court for Pietersburg, on 06.03.2002 at 10:00 without reserve and to the highest bidder.

*Improvements* (which are not warranted to be correct and not guaranteed): Dwelling and outbuildings situate on Portion 295, Broadlands, Farm Tweefontein, Pietersburg.



*The material conditions of the sale are:*

1. Unless arrangements are made with the Plaintiff before the sale, the Purchaser must pay a deposit of 10% (ten per centum) of the purchase price or R1 000,00 (one thousand rand) whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a guarantee approved by the Sheriff and delivered within 21 (twenty one) days from date of sale.

2. The sale is voetstoots and subject to:

2.1 The Magistrate's Court Act and the Rules made thereunder;

2.2 the conditions of the title deed, and

2.3 the conditions of the sale which may be inspected at the offices of the sheriff who will read the conditions of the sale immediately before the sale.

Dated at Pietersburg on 17 January 2002.

(Sgd) J F Moolman, for Pratt Luyt De Lange, Attorneys for the Plaintiff, Legnum Park, 20 Market Street; P O Box 152, Pietersburg, 0700. (Ref: mp/qc6451.)

**Case No. 24042/2001**

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  
THOBEJANE FRANK MATIKO, 1st Defendant, and BEAUTY JAMELA MATIKO, 2nd 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, 66 Platinum Street, Ladine, Pietersburg, at 10:00, on Wednesday, 6 March 2002, in terms of the conditions of sale which may be inspected at the offices of the Sheriff, 66 Platinum Street, Ladine, Pietersburg:

*Certain:* Erf 14, situated in the township of Westenburg, Registration Division L.S., Northern Province, measuring 530 (five three nil) square metres, held under Deed of Transfer T145761/99.

*Street address:* 80 Tomes Street, Westenburg, Pietersburg.

*Improvements:* Tile roof, brick walls (all around), 3 x bedrooms, 1 x toilet, 1 x kitchen & 1 x lounge.

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 per cent) 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 this the 1st day of February 2002.

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/10268.)

**Saak No. 1382/99**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PIETERSBURG GEHOU TE PIETERSBURG

**In die saak tussen Mnr A VAN WYK, Eiser, en Mnr S J GREYLING, Verweerder**

Ingevolge 'n vonnis en lasbrief vir eksekusie gedateer 21 September 2001 van die Landdroshof vir die distrik van Pietersburg sal die ondergemelde eiendom deur die Balju in eksekusie verkoop word, op Woensdag, 6 Maart 2002 om 10:00 te hoofingang Platinumstraat 66, Ladine, Pietersburg, aan die hoogste bieder vir kontant:

Erf 647, Gedeelte 3 in die Dorpsgebied te Pietersburg, Registrasie Afdeling LS, Noordelike Provinsie, groot 1 047 (eenduisend sewe en veertig) vierkante meter, beter bekend as Dorpsstraat 95.

*Terme:* Streng kontant.

Geteken te Pietersburg op hierdie 13de dag van Februarie 2002.

H H L Vorster, Thomas Grobler Prokureurs, Landdros Maréstraat 14, Pietersburg. (Verw. H H L VORSTER/SVS/4422.)

*Aan:* Die Balju, Pietersburg.



Saak No. 15023/2001

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

In die saak tussen **BOE BANK BEPERK**, voorheen bekend as **NBS BOLAND BANK BEPERK** en voor dit bekend as **BOLAND BANK PKS BEPERK**, Eiser, en **PIETER CARL SMITH**, en **FRANCOIS ALEXANDER SMITH**, N.O., 1ste Verweerder, **FRANCOIS ALEXANDER SMITH**, 2de Verweerder, en **PIETER CARL SMITH** (ID No. 6108025089082), 3de Verweerder

Ten uitvoering van 'n vonnis in die landdroshof van Pietersburg, toegestaan op 3 Desember 2001 en 'n lasbrief vir eksekusie uitgereik ter uitvoering daarvan, sal die ondervermelde eiendom in eksekusie verkoop word, op Woensdag, die 20ste dag van Maart 2002, om 10:00 te die Baljukantore, Platinumstraat 66, Ladine, Pietersburg, naamlik:

Gedeelte 348 ('n gedeelte van Gedeelte 220) van die plaas Tweefontein 915, Registrasie Afdeling L.S., Noordelike Provinsie, groot 4 140 (vierduisend eenhonderd en veertig) vierkante meter, gehou kragtens Akte van Transport T138588/98 (hiena verwys as die eiendom).

**Terme:** Die koopprys sal betaal word by wyse van 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans tesame met rente daarop soos gestipuleer in die voorwaardes van verkoping, tot datum van registrasie van oordrag, sal betaal word of verseker word deur die lewering van 'n aanvaarbare bank of bouvereniging waarborg binne 21 (een-en-twintig) dae vanaf datum van verkoping. Die volle en volledige voorwaardes van verkoping wat onmiddellik voor die verkoop uitgelees sal word mag geïnspekteer word by die Baljukantore, Platinumstraat 66, Ladine, Pietersburg.

Geteken te Pietersburg hierdie 6de dag van Februarie 2002.

Espag Hattingh Prokureurs, Eiser se Prokureurs, Suite 2, Constantia Park, Hans van Rensburgstraat 80, Pietersburg. (Verw. R LUBBE/es/C30172.)

Case No. 2467/99

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

**In the matter between POLOKWANE MUNICIPALITY, Plaintiff, and M A LEGODI, Defendant**

In pursuance of a judgment in the Seshego Court and writ of execution dated 11 January 2000, the following immovable property will be sold in execution on the 7 March 2002, at 10h00, at the Magistrate's Offices, Seshego, to the highest bidder:

*To wit:* Erf 1212, Seshego – C Township, better known as 1212 Zone 3, Seshego, Registration Division L.S., Northern Province, in extent 372 square metres, held by the Title Deed TG 681/1980LB.

Signed at Pietersburg on this 13th day of February 2002.

T Meyer, Diamond, Hamman & Associates, P O Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref. P446/99.)

Case No. 2439/99

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

**In the matter between POLOKWANE MUNICIPALITY, Plaintiff, and M S MAHONZE, Defendant**

In pursuance of a judgment in the Seshego Court and writ of execution dated 10 December 1999, the following immovable property will be sold in execution on the 7 March 2002, at 10h00, at the Magistrate's Offices, Seshego, to the highest bidder:

*To wit:* Erf 662, Seshego – E Township, better known as 662 Zone 5, Seshego, Registration Division L.S., Northern Province, in extent 370 square metres, held by Title Deed TG 923/1993LB.

Signed at Pietersburg on this 13th day of February 2002.

T Meyer, Diamond, Hamman & Associates, P O Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref. P469/99.)

Case No. 1058/2000

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

**In the matter between POLOKWANE MUNICIPALITY, Plaintiff, and M W MASEKWAMENG, Defendant**

In pursuance of a judgment in the Seshego Court and writ of execution dated 19 September 2000, the following immovable property will be sold in execution on the 7 March 2002, at 10h00, at the Magistrate's Offices, Seshego, to the highest bidder:

*To wit:* Erf 44, Seshego – E Township, better known as 44 Zone 5, Seshego, Registration Division L.S., Northern Province, in extent 536 square metres, held by Title Deed TG 394/1993LB.

Signed at Pietersburg on this 13th day of February 2002.

T Meyer, Diamond, Hamman & Associates, P O Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref. N616/00.)



Case No: 819/97

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

**In the matter between: J LETSOALO, Plaintiff, and E S NGOEPE, Defendant**

In pursuance of a judgment in the Seshego Court and Writ of Execution dated 19 January 1999 the following immovable property will be sold in execution on the 7 March 2002, at 10h00, at the Magistrate's Offices, Seshego to the highest bidder: *To wit:* Erf 1294, Seshego—C Township.

Better known as 1294 Zone 3, Seshego, Registration Division L.S., Northern Province, in extent 372 square metres.

Held by Title Deed TG 433/1983LB.

Signed at Pietersburg on this 13th day of February 2002.

(Sgnd.) T Meyer, Diamond, Hamman & Associates, P O Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: T419/97.)

Case No: 94/2000

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

**In the matter between: POLOKWANE MUNICIPALITY, Plaintiff, and E M SEMA, Defendant**

In pursuance of a judgment in the Seshego Court and Writ of Execution dated 28 May 2000 the following immovable property will be sold in execution on the 7 March 2002, at 10h00, at the Magistrate's Offices, Seshego to the highest bidder:

*To wit:* Erf 221, Seshego—E Township.

Better known as 221 Zone 5, Seshego, Registration Division L.S., Northern Province, in extent 371 square metres.

Held by Title Deed TG 566/1993LB.

Signed at Pietersburg on this 13th day of February 2002.

(Sgnd.) T Meyer, Diamond, Hamman & Associates, P O Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: P947/99.)

Saak No. 20665/01

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen: ESKOM FINANCE COMPANY (PTY) LTD, Eiser, en BOETIE EZECHIAL MORE, Eerste Verweerder, en ANGELINA MORE, Tweede Verweerder**

'n Eksekusieverkoping van die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerders, sal, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op 6 Maart 2002 om 10:00:

Gedeelte 36 van Erf 380, geleë in die dorpsgebied van Westenburg, Registrasie Afdeling LS, Noordelike Provinsie, groot 367 vierkante meter, gehou kragtens Akte van Transport T59791/96.

*Straatadres:* Raphaelstraat 45, Westenburg, Pietersburg.

*Plek van verkoping:* Die verkoping sal plaasvind te die kantore van die Balju Pietersburg, Platinumstraat 66, Ladine, Pietersburg.

*Verbeterings:* Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Gepleisterde baksteengebou met teëldak bestaande uit 2 slaapkamers, 1 kombuis, 1 badkamer, 1 toilet, 1 eetkamer en enkel garage. Gesoneer vir woondoeleindes.

*Verkoopsvoorwaardes:* Die Verkoopsvoorwaardes lê ter insae by die kantore van die Balju Pietersburg, Platinumstraat 66, Ladine, Pietersburg, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 7de dag van Februarie 2002.

EJJ Geyser, vir Rooth & Wessels Ing., Eerste Nasionale Bankgebou, 2de Vloer, Kerkplein, Pretoria. (Tel. 300-3090.) (Verw. EJJ Geyser/NN/E482.)



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## NORTH WEST NOORDWES

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**Saaknommer: 1739/2001**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VRYBURG GEHOU TE VRYBURG

**In die saak tussen: ALFRED VAN VUUREN, Eiser, en NELLIE CATHERINA JAFFER (I.D. 5608050121016), Verweerder**

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik van Vryburg gehou te Vryburg in bogemelde saak, sal 'n verkoping van die ondergemelde eiendom om 10h00 op Vrydag, 1 Maart 2002, gehou word te Landdroshofgebou, h/v Mark- en De Kockstrate, Vryburg onderhewig aan die voorwaardes wat ten tye van die verkoping deur die Balju voorgelees sal word en welke voorwaardes by die kantore van die Balju te Vrystraat 32, Vryburg, ter insae sal lê:

1. *Erf:* Erf 1275, Vryburg.

*Geleë:* In Vryburg Dorpsuitbreiding 8, Munisipaliteit Naledi, Registrasie Afdeling IN, Provinsie Noord-Wes.

*Groot:* 595 (vyf nege vyf) vierkante meter.

*Gehou:* Kragtens Transportakte Nr T1563/1993 (ook bekend as Seringstraat 7, Colridge, Vryburg).

*Verbeterings:* Woning bestaande uit 3 x Slaapkamers, 1 x Badkamer met 1 x Toilet, 1 x Sitkamer en 1 x Kombuis.

*Buitegeboue:* 1 x Toilet en 1 x Stoorkamer.

*Omheining:* Omhein met draad en betonmure.

*Tersaaklike voorwaardes van verkoping is:*

1. Die eiendom sal "voetstoots" en sonder reserwes verkoop word aan die hoogste bieder en die verkoping sal onderhewig wees aan die voorwaardes en bedinge van die Wet op Landroshowe en die Reëls daarvolgens uitgevaardig en van die Titelakte/s vir sover dit van toepassing is.

2. Die koopprys moet soos volg betaal word:

2.1 Tien persent (10%) daarvan as deposito in kontant of bankgewaarborgde tjek by toeslaan van die bod.

2.2 Die balans teen transport, verseker te word deur middel van 'n goedgekeurde bank- of bouverenigingswaarborg, ten gunste van die Vonnisbeskdeiser en/of sy genomineerde om by die Balju ingehandig te word binne veertien (14) dae na die datum van verkoping.

3. Die koper sal aanspreeklik wees om die Eksekusieskuldeiser se prokureur 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, belastings, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van die toepaslike Artikel van die Plaaslike Staatsordonnansie (Noord-Wes), of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Vryburg op hierdie 18de van Januarie 2002.

Prokureur vir Eiser, Dr Hardus van der Westhuizen Ing, De Kockstraat 51, Vryburg, 8600. Tel: (053) 927-5222/927-2300/927-2058/9. (Verw: JSVDW/mb/15608.)

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**Saaknr: 4273/2001**

IN DIE HOOGGEREGHOS VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en NTHOMBISA AMELIA PHIRI (voorheen SIZANE) N.O., in haar hoedanigheid as eksekuteur van boedel wyle MOLATTGEHI FREDDIE PHIRI, Eerste Eksekusieskuldenaar**

'n Eksekusieverkoping word gehou deur die Balju-Hooggeregshof, Potchefstroom, voor die hoofingang van die Landdroshof, Van Riebeeckstraat, Potchefstroom, op 8 Maart 2002 om 12h00, van:

Erf 1051, geleë in die dorpsgebied van Zakariyya Park Uitbreiding 4, Registrasie Afdeling I.Q., Transvaal Provinsie, groot 480 vierkante meter, gehou kragtens Akte van Transport T72327/1992 (Beter bekend as Phiristraat 2792, Ikageng, Potchefstroom).

Besonderhede van die eiendom en die verbeterings daarop word nie hiermee verskaf nie en dus ook nie gewaarborg nie: Besigtig verkoopsvoorwaardes deur Balju Potchefstroom.

Tim du Toit & Kie Ingelyf. Verw: Mnr Streicher/ch/RC3577. Tel: (012) 320-6753.

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**Case Number: 24836/01**

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and J P B LEBOTSE, Defendant**

In execution of a Judgment of the Magistrate Court of Rustenburg a sale will be held on 8 March 2002 at the Magistrate Court, Rustenburg, by the Sheriff of the Magistrate Court, Rustenburg at 11:00 of the undermentioned property of the Defendant on the Conditions of Sale to be read out by the Auctioneer at the time of the sale:



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

*Property:* Erf 4706, Kanana Extension 3, Registration Division I.P. North West, measuring 300 square metres, also known as Unit 4706, Zone 8, Kanana Extension 3, Orkney.

*Improvements:* Dwelling: 2 bedrooms, 1 kitchen, 1 lounge, 1 bathroom with toilet.

*Zoned:* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel No. (012) 342-9164.] (Ref. Dalene Stroebel/X1056.)

**Case No. 9156/2001**

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and NOMAZIZI REBECCA MAGADAZA, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff Orkney, at the Sheriff's Office, 21 Champion Road, Orkney on Friday, 8 March 2002 at 09h00.

Full conditions of sale can be inspected at the Sheriff Orkney, 21 Champion Road, Orkney 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 7176 Kanana, Registration Division I.P. North West, measuring 174 square metres, also known as Erf 7176 Massedi Street, Kanana Extension 3, Orkney.

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

*Zoned:* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel No. (012) 342-9164.] (Ref: Dalene Stroebel/X1055.)

**Saaknommer: 20141/2001**

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

**In die saak tussen LAND- EN LANDBOUBANK VAN SUID-AFRIKA, Eksekusieskuldeiser, en  
MICHAEL ADRIAAN MOLLER, Eksekusieskuldenaar**

EN

**Saaknommer: 382/2000**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN COLIGNY GEHOU TE COLIGNY

**In die saak tussen ABSA BANK BEPERK H/A BANKFIN, Eksekusieskuldeiser, en  
MICHIEL ADRIAAN MOLLER, Eksekusieskuldenaar**

Ter uitwinning van 'n vonnis toegestaan in die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) op 11 September 2001 en 'n vonnis toegestaan in die Landdroshof van Coligny op 19 Februarie 2001 sal die onderstaande eiendom(me) om 11:00 op Maandag, 11 Maart 2002 te Resterende gedeelte van Gedeelte 21 van die plaas Treurfontein 73, Distrik Coligny geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom(me) wat verkoop word beskryf as:

Gedeelte 8 van die plaas Rietkuil 107, Registrasie Afdeling: I.P. Noordwes Provinsie, groot 367,4314 hektaar (drie agt sewe komma vier drie een vier), gehou kragtens Akte van Transport T5268/96, geleë te Coligny en bestaande uit verbeterings, wat onder andere insluit 'n woonhuis bestaande uit 4 slaapkamers, eetkamer, sitkamer, kombuis, 2 badkamers, 2 toilette, 2 dubbel motorhuise, groot stoor, krale met laaibank, 2 boorgate met monopompe, 2 boorgate met windpompe, 2 sementdamme met krippe, ongeveer 250 hektaar lande en die res weiding en alle ander vaste aanhegtings.

En

Gedeelte 3 van die plaas Rietkuil 107, Registrasie Afdeling I.P., Noordwes Provinsie, groot 356,4015 hektaar (drie vyf ses komma vier nul een vyf) gehou kragtens Akte van Transport T5271/96, geleë te Coligny en bestaande uit verbeterings wat onder andere insluit 2 huise, windpomp met 2 damme, ongeveer 250 hektaar lande en die res weiding en alle ander vaste aanhegtings.

En

Resterende gedeelte van Gedeelte 21 van die plaas Treurfontein 73, Registrasie Afdeling I.P. Noordwes Provinsie, groot 271,1074 hektaar (twee sewe een komma een nul sewe vier), gehou kragtens Akte van Transport T2376/53, geleë te Coligny en bestaande uit verbeteringe wat onder andere insluit 'n woonhuis met 6 slaapkamers, 3 badkamers, 2 aparte toilette, televisiekamer, sitkamer, eetkamer, kombuis, dubbel motorhuis, 2 buitekamers, groot stoor, perde stalle, melkstalle, 2 boorgate met dompelpompe, watertenk, dam en suipkrippe en alle ander vaste aanhegtings.



En

Resterende gedeelte van Gedeelte 1 (Sidbury) van die plaas Treurfontein 73 Registrasie Afdeling I.P., Noordwes Provinsie, groot 369,9700 hektaar (drie ses nege komma nege sewe nul nul), gehou kragtens Akte van Transport T2376/53, geleë te Coligny en bestaande uit verbeterings wet onder andere insluit ongeveer 200 hektaar lande, res weiding, windpomp met sementdamme en suipkrippe en alle ander vaste aanhegtings.

op die voorwaardes wat gelees sal word ten tye van die Verkoping en welke voorwaardes by die kantore van Bosman & Bosman Prokureurs, Melvillestraat 45, Lichtenburg voor die verkoping ter insae sal lê.

Gedateer te Lichtenburg op die 8 Februarie 2002.

(get) J. J. Nortje, vir Bosman & Bosman, Vonnisskuldeiser se Prokureurs, Melvillestraat 45, Lichtenburg, p/a E K Fleischhauer & B C Behrens, 1ste Vloer, Lobby 3, Bank Forum Gebou (Southern Life), h/v Fehrse- en Bronkhorststrate, New Muckleneuk, Pretoria. (Tel: 018-6323006.) (Docex: 1.) (Verw: J J Nortje/MB.) (Leënr: LL545.)

**Saaknommer: 175/2002**

#### IN DIE LANDDROSHOF VAN LICHTENBURG GEHOU TE LICHTENBURG

##### **In die saak tussen LAND- EN LANDBOUBANK VAN SUID-AFRIKA, Eksekusieskuldeiser, en DU TOIT, JAMES JOHN, Eerste Eksekusieskuldenaar, en DU TOIT, AMANDA MARGARETHA, Tweede Eksekusieskuldenaar**

Ter uitwinning van 'n vonnis toegestaan in die Agbare Hof op 25 Januarie 2002 en 'n lasbrief vir eksekusie gedateer 28 Januarie 2002 sal die onderstaande eiendom om 11:00 op Vrydag, 8 Maart 2002 te die plaas Graspan, Delareyville gereg-  
telik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word beskryf as:

Gedeelte 4 (Badenhorststrust) ('n gedeelte van Gedeelte 1) van die plaas Graspan 217, Registrasie Afdeling I.Q., Noordwes Provinsie, groot 428,2760 hektaar (vier twee agt komma twee sewe ses nul), gehou kragtens Akte van Transport T83666/91.

Bogemelde eiendom is geleë te Delareyville met verbeterings wat insluit 2 woonhuise, 2 toegeruste boorgate, ongeveer 100 hektaar lande en die balans gedeeltelik aangeplante en natuurlike weiding en alle ander vaste aanhegtings.

Op die voorwaardes wat gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van Bosman & Bosman Prokureurs, Melvillestraat 45, Lichtenburg voor die verkoping ter insae sal lê.

Gedateer te Lichtenburg op die 8e Februarie 2002.

(get) J. J. Nortje, vir Bosman & Bosman, Vonnisskuldeiser se Prokureurs, Melvillestraat 45, Lichtenburg. [Tel: (018) 6323006.] (Docex: 1.) (Verw: J J Nortje/MB.) (Leënr: LL139.)

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

##### **In die saak tussen: STADSRAAD VAN KLERKSDORP, Eiser, en ALPHA DELTA ONTWIKKELINGS BK, Verweerder**

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 22 Oktober 2001 sal die ondervermelde eiendomme op Woensdag, die 20ste dag van Maart 2002 om 10:00 te Baljukantoor, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Sien Aanhangel "A" hierby aangeheg:

Onderhewig aan die volgende voorwaardes:

1. Die eiendomme sal eers gesamentlik te koop aangebied word en indien geen aanbod ontvang is nie, sal die eiendomme dan afsonderlik opgeveel word.

2. 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.

3. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die balans tesame met rente daarop bereken teen 15,5% 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.

4. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: Al die erwe is onverbeter.

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

Gedateer te Klerksdorp op hierdie 11de dag van Februarie 2002.

C. J. Meiring, vir Oosthuizen du Plooy & Vennote, 3de Vloer, Eerste Nasionale Bankgebou, Kerkstraat 58 (Posbus 22), Klerksdorp. (Verw: CJM/ac.)



**Aanhangsel "A"****Straatadres****Saaknr.****Eiendom**

20 781/2001	Erf 963, Ellaton, Klerksdorp	Adeanestraat 84, Ellaton, Klerksdorp
20 782/2001	Erf 985, Ellaton, Klerksdorp	Du Plooystraat 75, Ellaton, Klerksdorp
20 832/2001	Erf 943, Ellaton, Klerksdorp	Selleystraat 47, Ellaton, Klerksdorp
20 831/2001	Erf 944, Ellaton, Klerksdorp	Selleystraat 49, Ellaton, Klerksdorp
20 830/2001	Erf 966, Ellaton, Klerksdorp	Adeanestraat 78, Ellaton, Klerksdorp
20 829/2001	Erf 771, Ellaton, Klerksdorp	Rogersstraat 23, Ellaton, Klerksdorp
20 828/2001	Erf 764, Ellaton, Klerksdorp	Selbystraat 13, Ellaton, Klerksdorp
20 833/2001	Erf 942, Ellaton, Klerksdorp	Selleystraat 45, Ellaton, Klerksdorp
20 834/2001	Erf 852, Ellaton, Klerksdorp	Orfordlaan 69, Ellaton, Klerksdorp
20 835/2001	Erf 851, Ellaton, Klerksdorp	Orfordlaan 67, Ellaton, Klerksdorp
20 836/2001	Erf 850, Ellaton, Klerksdorp	Orfordlaan 65, Ellaton, Klerksdorp
20 837/2001	Erf 849, Ellaton, Klerksdorp	Orfordlaan 63, Ellaton, Klerksdorp
20 838/2001	Erf 848, Ellaton, Klerksdorp	Orfordlaan 61, Ellaton, Klerksdorp
20 839/2001	Erf 847, Ellaton, Klerksdorp	Orfordlaan 59, Ellaton, Klerksdorp
20 840/2001	Erf 945, Ellaton, Klerksdorp	Selleystraat 51, Ellaton, Klerksdorp
20 841/2001	Erf 780, Ellaton, Klerksdorp	Rogersstraat 5, Ellaton, Klerksdorp
20 842/2001	Erf 779, Ellaton, Klerksdorp	Rogersstraat 7, Ellaton, Klerksdorp
20 675/2001	Erf 778, Ellaton, Klerksdorp	Rogersstraat 9, Ellaton, Klerksdorp
20 681/2001	Erf 776, Ellaton, Klerksdorp	Rogersstraat 13, Ellaton, Klerksdorp
20 678/2001	Erf 777, Ellaton, Klerksdorp	Rogersstraat 11, Ellaton, Klerksdorp
20 684/2001	Erf 974, Ellaton, Klerksdorp	Adeanestraat 62, Ellaton, Klerksdorp
20 824/2001	Erf 971, Ellaton, Klerksdorp	Adeanestraat 68, Ellaton, Klerksdorp
20 825/2001	Erf 968, Ellaton, Klerksdorp	Adeanestraat 74, Ellaton, Klerksdorp
20 826/2001	Erf 967, Ellaton, Klerksdorp	Adeanestraat 76, Ellaton, Klerksdorp
20 792/2001	Erf 960, Ellaton, Klerksdorp	Batemanstraat 36, Ellaton, Klerksdorp
20 853/2001	Erf 959, Ellaton, Klerksdorp	Batemanstraat 38, Ellaton, Klerksdorp
20 854/2001	Erf 957, Ellaton, Klerksdorp	Batemanstraat 42, Ellaton, Klerksdorp
20 855/2001	Erf 1007, Ellaton, Klerksdorp	Batemanstraat 27, Ellaton, Klerksdorp
20 827/2001	Erf 960, Ellaton, Klerksdorp	Batemanstraat 36, Ellaton, Klerksdorp
20 817/2001	Erf 538, Ellaton, Klerksdorp	Bucklelaan 91, Ellaton, Klerksdorp
20 847/2001	Erf 999, Ellaton, Klerksdorp	Du Plooystraat 72, Ellaton, Klerksdorp
20 848/2001	Erf 965, Ellaton, Klerksdorp	Adeanestraat 80, Ellaton, Klerksdorp
20 849/2001	Erf 1044, Ellaton, Klerksdorp	Bucklelaan 135, Ellaton, Klerksdorp
20 850/2001	Erf 766, Ellaton, Klerksdorp	Rogersstraat 33, Ellaton, Klerksdorp
20 852/2001	Erf 743, Ellaton, Klerksdorp	McIntyrestraat 10, Ellaton, Klerksdorp
20 735/2001	Erf 964, Ellaton, Klerksdorp	Adeanestraat 82, Ellaton, Klerksdorp
20 738/2001	Erf 1008, Ellaton, Klerksdorp	Batemanstraat 29, Ellaton, Klerksdorp
20 856/2001	Erf 537, Ellaton, Klerksdorp	Bucklelaan 89, Ellaton, Klerksdorp
20 857/2001	Erf 846, Ellaton, Klerksdorp	Orfordstraat 57, Ellaton, Klerksdorp
20 858/2001	Erf 845, Ellaton, Klerksdorp	Orfordlaan 55, Ellaton, Klerksdorp
20 859/2001	Erf 844, Ellaton, Klerksdorp	Orfordlaan 53, Ellaton, Klerksdorp
20 860/2001	Erf 843, Ellaton, Klerksdorp	Orfordlaan 51, Ellaton, Klerksdorp
20 861/2001	Erf 842, Ellaton, Klerksdorp	McIntyrestraat 20, Ellaton, Klerksdorp
20 862/2001	Erf 841, Ellaton, Klerksdorp	Batemanstraat 56, Ellaton, Klerksdorp
20 863/2001	Erf 840, Ellaton, Klerksdorp	Batemanstraat 58, Ellaton, Klerksdorp
20 864/2001	Erf 839, Ellaton, Klerksdorp	Batemanstraat 60, Ellaton, Klerksdorp
20 865/2001	Erf 838, Ellaton, Klerksdorp	Batemanstraat 62, Ellaton, Klerksdorp
20 687/2001	Erf 837, Ellaton, Klerksdorp	Batemanstraat 64, Ellaton, Klerksdorp
20 690/2001	Erf 836, Ellaton, Klerksdorp	Batemanstraat 66, Ellaton, Klerksdorp
20 693/2001	Erf 835, Ellaton, Klerksdorp	Batemanstraat 68, Ellaton, Klerksdorp
20 756/2001	Erf 547, Ellaton, Klerksdorp	Du Plooystraat 62, Ellaton, Klerksdorp
20 759/2001	Erf 768, Ellaton, Klerksdorp	Rogersstraat 29, Ellaton, Klerksdorp
20 762/2001	Erf 769, Ellaton, Klerksdorp	Rogersstraat 27, Ellaton, Klerksdorp
20 765/2001	Erf 770, Ellaton, Klerksdorp	Rogersstraat 25, Ellaton, Klerksdorp
20 766/2001	Erf 761, Ellaton, Klerksdorp	Selbystraat 7, Ellaton, Klerksdorp
20 771/2001	Erf 762, Ellaton, Klerksdorp	Selbystraat 9, Ellaton, Klerksdorp
20 772/2001	Erf 763, Ellaton, Klerksdorp	Selbystraat 11, Ellaton, Klerksdorp
20 773/2001	Erf 831, Ellaton, Klerksdorp	Batemanstraat 76, Ellaton, Klerksdorp
20 774/2001	Erf 981, Ellaton, Klerksdorp	Du Plooystraat 67, Ellaton, Klerksdorp
20 775/2001	Erf 982, Ellaton, Klerksdorp	Du Plooystraat 69, Ellaton, Klerksdorp
20 696/2001	Erf 834, Ellaton, Klerksdorp	Batemanstraat 70, Ellaton, Klerksdorp
20 699/2001	Erf 833, Ellaton, Klerksdorp	Batemanstraat 72, Ellaton, Klerksdorp
20 702/2001	Erf 832, Ellaton, Klerksdorp	Batemanstraat 74, Ellaton, Klerksdorp
20 705/2001	Erf 548, Ellaton, Klerksdorp	Du Plooystraat 60, Ellaton, Klerksdorp
20 708/2001	Erf 536, Ellaton, Klerksdorp	Bucklelaan 87, Ellaton, Klerksdorp
20 711/2001	Erf 955, Ellaton, Klerksdorp	Batemanstraat 46, Ellaton, Klerksdorp
20 714/2001	Erf 954, Ellaton, Klerksdorp	Batemanstraat 48, Ellaton, Klerksdorp
20 717/2001	Erf 953, Ellaton, Klerksdorp	Batemanstraat 50, Ellaton, Klerksdorp



20 720/2001	Erf 952, Ellaton, Klerksdorp	Selleysstraat 65, Ellaton, Klerksdorp
20 723/2001	Erf 951, Ellaton, Klerksdorp	Selleysstraat 63, Ellaton, Klerksdorp
20 776/2001	Erf 765, Ellaton, Klerksdorp	Rogersstraat 35, Ellaton, Klerksdorp
20 777/2001	Erf 535, Ellaton, Klerksdorp	Bucklelaan 85, Ellaton, Klerksdorp
20 778/2001	Erf 538, Ellaton, Klerksdorp	Bucklelaan 91, Ellaton, Klerksdorp
20 779/2001	Erf 962, Ellaton, Klerksdorp	Batemanstraat 32, Ellaton, Klerksdorp
20 780/2001	Erf 956, Ellaton, Klerksdorp	Batemanstraat 44, Ellaton, Klerksdorp
20 750/2001	Erf 1045, Ellaton, Klerksdorp	Bucklelaan 137, Ellaton, Klerksdorp
20 753/2001	Erf 546, Ellaton, Klerksdorp	Du Plooystraat 64, Ellaton, Klerksdorp
20 808/2001	Erf 983, Ellaton, Klerksdorp	Du Plooystraat 71, Ellaton, Klerksdorp
20 816/2001	Erf 970, Ellaton, Klerksdorp	Adeanestraat 76, Ellaton, Klerksdorp
20 744/2001	Erf 1034, Ellaton, Klerksdorp	Bucklelaan 115, Ellaton, Klerksdorp
20 783/2001	Erf 984, Ellaton, Klerksdorp	Du Plooystraat 73, Ellaton, Klerksdorp
20 784/2001	Erf 830, Ellaton, Klerksdorp	Batemanstraat 78, Ellaton, Klerksdorp
20 785/2001	Erf 829, Ellaton, Klerksdorp	Batemanstraat 28, Ellaton, Klerksdorp
20 786/2001	Erf 782, Ellaton, Klerksdorp	Rogersstraat 1, Ellaton, Klerksdorp
20 787/2001	Erf 781, Ellaton, Klerksdorp	Rogersstraat 3, Ellaton, Klerksdorp
20 788/2001	Erf 775, Ellaton, Klerksdorp	Rogersstraat 15, Ellaton, Klerksdorp
20 789/2001	Erf 774, Ellaton, Klerksdorp	Rogersstraat 17, Ellaton, Klerksdorp
20 790/2001	Erf 773, Ellaton, Klerksdorp	Rogersstraat 19, Ellaton, Klerksdorp
20 791/2001	Erf 772, Ellaton, Klerksdorp	Rogersstraat 21, Ellaton, Klerksdorp
20 810/2001	Erf 744, Ellaton, Klerksdorp	McIntyrestraat 8, Ellaton, Klerksdorp
20 811/2001	Erf 745, Ellaton, Klerksdorp	McIntyrestraat 6, Ellaton, Klerksdorp
20 812/2001	Erf 759, Ellaton, Klerksdorp	Selbystraat 3, Ellaton, Klerksdorp
20 813/2001	Erf 760, Ellaton, Klerksdorp	Selbystraat 5, Ellaton, Klerksdorp
20 814/2001	Erf 544, Ellaton, Klerksdorp	McIntyrestraat 45, Ellaton, Klerksdorp
20 815/2001	Erf 545, Ellaton, Klerksdorp	McIntyrestraat 43, Ellaton, Klerksdorp
20 809/2001	Erf 958, Ellaton, Klerksdorp	Batemanstraat 40, Ellaton, Klerksdorp
20 726/2001	Erf 950, Ellaton, Klerksdorp	Selleysstraat 61, Ellaton, Klerksdorp
20 729/2001	Erf 949, Ellaton, Klerksdorp	Selleysstraat 59, Ellaton, Klerksdorp
20 732/2001	Erf 948, Ellaton, Klerksdorp	Selleysstraat 57, Ellaton, Klerksdorp
20 843/2001	Erf 947, Ellaton, Klerksdorp	Selleysstraat 55, Ellaton, Klerksdorp
20 844/2001	Erf 946, Ellaton, Klerksdorp	Selleysstraat 53, Ellaton, Klerksdorp
20 845/2001	Erf 1001, Ellaton, Klerksdorp	Roperstraat 4, Ellaton, Klerksdorp
20 846/2001	Erf 1000, Ellaton, Klerksdorp	Du Plooystraat 70, Ellaton, Klerksdorp
20 851/2001	Erf 767, Ellaton, Klerksdorp	Rogersstraat 31, Ellaton, Klerksdorp

Case Nr. 10408/2001

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

**In the matter between NORTH WEST DEVELOPMENT CORPORATION, Execution Creditor, and  
PP MANGWATHE, Execution Debtor**

Persuant to a judgment of the Magistrate's Court for the District of Rustenburg and warrant of execution dated 7 December 2001, the undermentioned property will be sold in execution to the highest bidder, on the 8th of March 2002 at 11h00 in front of the Magistrate's Offices, Rustenburg namely:

Erf 1956, in the Town Geelhoutpark Extension 6, Registration Division JQ, Province of North-West, known as Roosmarynsingel 42, measuring 798 (seven hundred and ninety eight) square metres, held by Deed of Transfer T99552/1994.

*Bond holder:* North West Development Corporation (formerly Bophuthatswana National Development Corporation) B103918/1994.

The conditions of sale will be announced immediately prior to the sale and will also be available for inspection at the offices of Messrs Bonthuys Bezuidenhout Incorporated, 28 Kruis Street, Rustenburg, the Sheriff of the Magistrate's Court, Rustenburg and the Clerk of the Court Rustenburg.

*The most important conditions contained therein are:* The purchase prices shall be paid cash as to 10% (ten per centum) thereof at the time of the sale and the full balance thereof together with interest at the current rate referred to in the warrant of execution on the amount of the Plaintiff's claim from the date of sale to the date of transfer shall be secured by bank or building society guarantee in form acceptable to Plaintiff's conveyancers. The guarantee shall be delivered by the purchaser to the Messenger within 30 (thirty) days of sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

Signed at Rustenburg on this 8th day of February 2002.

Bonthuys Bezuidenhout Inc., 28 Kruis Street, Rustenburg. [Tel. (014) 594-1595.] (Ref. Mrs Bezuidenhout/Cindi Campbell/RCN028.)



## WESTERN CAPE WES-KAAP

Saak Nr. 4193/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SOMERSET-WES GEHOU TE SOMERSET-WES

**In die saak tussen NBS BANK BEPERK (Reg. No. 87/01384/06), Vonnisskuldeiser, en PHILLIP VERNON WEST, 1ste Vonnisskuldenaar, en RENATA WEST, 2de Vonnisskuldenaar**

Geliewe kennis te neem dat die ondergemelde onroerende eiendom in eksekusie verkoop sal word op 12 Maart 2002 om 11h30 te Bergsig 7, Schoongesicht, Somerset-Wes:

Erf 10546, Somerset-Wes, in die stad van Kaapstad, Afdeling van Stellenbosch, Wes-Kaap Provinsie, groot 333 (driehonderd drie en dertig) vierkante meter, gehou kragtens Transportakte Nr. T124155/97.

Geliewe verder kennis te neem dat die verkoopsvoorwaardes vir inspeksie by die Balju van die Hof, Somerset-Wes ter insae sal lê en voor die verkoping uitgelees sal word.

Die volgende inligting word gegee maar nie gewaarborg nie. Die eiendom bestaan uit: *Eiendomsbeskrywing*: Dupleks woonstel. *Bo*: 3 x slaapkamers, studeerkamer, 2 x badkamers/toilette/stort. *Onder*: Oopplan kombuis, sitkamer/eetkamer, stookkamer, dubbel motorhuis, sinkplaatdak.

Geliewe verder kennis te neem dat 10% van die koopprys in kontant op die dag van verkoping betaal moet word en die balans verseker moet word deur 'n bankwaarborg, welke gegee moet word binne veertien (14) dae na datum van verkoping.

Geteken te Strand op hierdie 6de dag van Februarie 2002.

H L N Joubert, vir W P Holder Boiskin & Joubert, Prokureur vir Skuldeiser, Van der Stel Gebou, Galloway Plein, Strand, 7140. [Tel. (021) 853-1027.] (Verw. S SWART/NBS86/1.)

Case No. 6094/2000

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

**In the matter between ABSA BANK LIMITED, Judgment Creditor, and MANICKUM BALAKISTAN NAIDOO, 1st Judgment Debtor, and JOYCIE NAIDOO, 2nd Judgment Debtor**

In pursuance of Judgment granted on the 29 May 2000, in the Goodwood Magistrate's Court and under a Writ of Execution issued thereafter the immovable property listed hereunder will be sold in execution on the 7th March 2002 at 10h00 at Goodwood Court House, to the highest bidder:

*Description*: Erf 34985, Goodwood, in extent three hundred and fifteen (315) square metres.

*Postal address*: 45 Cyad Street, Glenwood, Goodwood, held by the Defendants in their names under Deed of Transfer No. T55952/1999.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the office of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: 2 bedrooms, dining room, lounge, kitchen, bathroom, toilet.

3. *Payment*: Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 16.80% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Athlone this 10 January 2001.

Hofmeyr Herbstein & Gihwala Inc., Plaintiff's Attorneys, 2nd Floor, Kismet Plaza, Old Klipfontein Road, Athlone, 7764; P O Box 21, Athlone, 7760. [Tel. (021) 696-6319.] (Ref. DBC/VS/165751.)

Case No. 41901/00

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

**In the matter between MILNER COURT—BODY CORPORATE, Judgment Creditor, and MS M. C. CHETTY, Judgment Debtor**

The property described hereunder will be sold at 8 Milner Court, Milner Road, Maitland, on Wednesday, the 13th March 2001 at 10:00 am:

Section No. 8 as shown and more fully described on Sectional Plan No. SS224/91 in the scheme known as Milner Court in respect of the land and building or buildings at Cape Town in the City of Cape Town which section the floor area according to the said Sectional Plan is 66 (sixty six) 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, popularly known as 8 Milner Court, Milner Road, Maitland.

A first floor flat, 1 lounge, 1 kitchen, 2 bedrooms, 1 bathroom/toilet.



The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 15.5% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, 16th Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 405-7343.) (Ref. MRS F. ESSACK/C.191.)

Auctioneers: The Sheriff, Magistrate's Court, Maitland.

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**Case No. 10494/99**

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

**In the matter between THE CITY OF CAPE TOWN, Plaintiff, and BERNADETTE LORRAINE LAKAY, Defendant**

The following will be sold in execution at 10h00 on Thursday the 19th day of March 2002 in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 34198, Cape Town at Mitchells Plain, in extent two hundred and fifty six (256) square metres, held by Deed of Transfer T47871/1988, situate at 7 Essenhout Street, Eastridge, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Description: Brick building, tiled roof, fully brick fence, burglar bars, 3 bedrooms, separate kitchen, lounge, bathroom & toilet.

2. *Payment*: Ten per centum of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the standard rate currently 17.25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer which amounts are to be secured by bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of its ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

Dated at Athlone this 1st day of February 2002.

J Ramages Attorneys & Conveyancers, Attorneys for Plaintiff, cnr Klipfontein & Belgravia Roads, Athlone. (Ref. COLL/lb/15/56807/95.)

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**Case No. 37518/01**

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

**In the matter between COLETTE BOOYSEN t/a EAGLETON GRAPHICS, Plaintiff, and  
RALPH TAYLOR t/a ROSICH PUBLICATIONS, Defendant**

In execution of a Judgment of the Magistrate's Court for the District of Goodwood in the above matter, a sale will be held on the steps of the Civil Court, Magistrate's Court, Goodwood, on 19 March 2002 at 10h00 of the following immovable properties:

Erf 1180, Richmond Park, in the Province of the Western Cape, in extent 563 square metres, situated at 3 Zandvliet Close, Ridgewood, Cape.

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" 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 10% of the purchase price immediately and the balance against registration, 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 immediately prior to the sale and which may be inspected at the office of the Sheriff for Goodwood.

Dated at Cape Town this day of 2002.

A. Batchelor & Associates, 18th Floor, 2 Long Street, Cape Town. (Tel. 418-7570.) (Ref. AB/ah/52001.)

Sheriff for Goodwood.



Case No: 3438/99

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

**In the matter between: ABSA BANK LIMITED, formerly t/a UNITED BANK, Plaintiff (Execution Creditor), and STANLEY HILL, First Defendant (First Execution Debtor), HESTER JACOBA HILL, Second Defendant (Second Execution Debtor)**

In pursuance of a judgment given in the Court of the Magistrate of Kuils River and a Writ of Execution dated August 2001, a sale in execution will take place on Monday, the 4th day of March 2002 at 13h00 at the premises, being No. 36 Keurboom Avenue, Kuils River, of:

Certain Erf 4258, Kuils River, in the City of Cape Town, Cape Division, Western Cape Province, situate at 36 Keurboom Avenue, Kuils River, Cape Town, measuring 980 (nine hundred and eighty) square metres, held by the Execution Debtor under Deed of Transfer Number T.83613/93.

The property is a single storey dwelling of brick walls under tiled roof comprising approximately three bedrooms, lounge, TV room, braai room, diningroom, two bathrooms, kitchen, swimming pool and double garage.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. Ten percent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance thereof together with interest at the rate of twenty percent (20%) per annum calculated on the amount of the Plaintiff's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the district of Kuils River who shall be the auctioneer.

Dated at Cape Town this 31st day of January 2002.

MacCallums Inc., Per: A H Brukman, Execution Creditor's attorneys, 2nd Floor, 35 Wale Street, Cape Town, 8001. (Ref.: AHB/KD/V63091.)

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**SALE IN EXECUTION****NEDCOR BANK LIMITED versus SJ & U L MEYER**

**Wynberg. Case No. 21953/95.**

*The property:* Remainder Erf 854, Grassypark.

*In extent:* 648 square metres.

*Situate at:* 22 Fourth Avenue, Grassy Park.

*Improvements* (not guaranteed): Single dwelling, brick walls, zink roof, 4 bedrooms, lounge, kitchen, bathroom/toilet.

*Date of sale:* 8th March 2002 at 10.00 am.

*Place of sale:* Wynberg Magistrate's Court.

*Material conditions:* The Sale will be voetstoots, by Public Auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank guaranteed cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg, 7 Electric Road, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Saak No: 17895/2001

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

**ABSA BANK BEPERK, Eiser, en FUAAD HENDRICKS, 1ste Verweerder, RUOGAY HENDRICKS, 2de Verweerder**

Die volgende onroerende eiendom word per Openbare veiling verkoop op Maandag, 18 Maart 2002 om 9h00 by die Landdroskantoor, Kuilsrivier.

Ef 2664, Kleinvlei, 416 vierkante meter groot en geleë te Saturnusstraat 3, Kleinvlei.

*Verbeterings* (nie gewaarborg nie): Sitkamer, Kombuis, Drie Slaapkamers, 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 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 29 Januarie 2002.

Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.



Case No. 5962/1992

## IN THE MAGISTRATE'S COURT WYNBERG

**ABSA BANK LIMITED versus GLORIA EVERED**

The following property will be sold in execution at the site, 7 Edison Road, Rondebosch, Western Cape Province, on Wednesday, 13 March 2002 at 14h00, to the highest bidder:

Erf 46665, Cape Town, at Rondebosch, in extent 496 square metres, held by Deed of Transfer T29413/1987, situate at 7 Edison Road, Rondebosch, Western Cape Province.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Entrance, lounge, diningroom, family room, kitchen, pantry, laundry, four bedrooms, shower/toilet, bathroom/toilet garage.

2. *Payment:* Ten per centum of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale and the balance thereof against registration of transfer together with interest at the rate of 14% per annum or the prevailing rate, on the full purchase price, calculated and capitalized monthly from date of sale to date of transfer and shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

Cliffe Dekker Fuller Moore Inc., Plaintiff's Attorneys, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town; PO Box 695, Cape Town, 8000. [Tel. (021) 481 6425.] [Fax. (021) 481 6538.] (Ref. IB/C SMITH/N60015.)

Case No. 12075/01

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and FREEK DAVIDS, First Defendant, DORA DAVIDS, Second Defendant, JAMES FRANK DAVIDS, Third Defendant, and MARIANNA CHRISTINA DAVIDS, Fourth Defendant**

The following property will be sold in execution on 11 March 2002 at 09h00 to the highest bidder at Kuils River Magistrate's Court:

Erf 5991, Blue Downs, in the City of Cape Town, Cape Division, Western Cape Province, in extent 299 (two hundred and ninety nine) square metres, held by Deed of Transfer No. T44429/97.

*Also known as:* 74 Inez Avenue, Blue Downs, Eerste River.

The following improvements are reported but nothing is guaranteed: 3 bedrooms, lounge, kitchen, bathroom/toilet.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act, the Rules made thereunder and of the Title Deed of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten per centum of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale and the balance against registration of transfer together with interest on the full purchase price at the rate of interest specified in the judgment, alternatively, the rate of interest charged by Plaintiff on new mortgage loans, whichever is the greater (and in the event of the immovable property being subject to any claim preferent to that of the Plaintiff, then also the interest payable on such claim) calculated and capitalised monthly from date of sale to date of transfer, both dates inclusive, the said balance plus interest to be secured by a bank guarantee in a form acceptable to the Plaintiff's conveyancer to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale may be inspected at the office of the Sheriff of the abovementioned Magistrate's Court.

Dated at Table View this the 24th day of January 2002.

Miltons Inc., Attorneys for Plaintiff, 48 Blaauwberg Road, Table View. (Ref. D R WETZ/TDG/DW28390.)

Case No. 1566/2001

## 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 PAMELA BEUKES, Judgment Debtor**

In the execution of a judgment of the Magistrate's Court, Kuils River, in the above matter, a sale will be held, on Wednesday, the 6th day of March 2002 at 09h00 at the Courthouse, Kuils River, of the following immovable property:

Erf 7285, Kraaifontein, in the Oostenburg Municipality, Paarl Division, Western Cape Province, measuring 513 square metres, held by the Defendant under Deed of Transfer No T27168/00.

*Also known as:* 13 Kudu Road, Zoo Park, Kraaifontein Ext 14, and comprising a dwelling consisting of 3 bedrooms, a lounge, a dining room, a kitchen, a bathroom and garage.

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



Ef 11775, Kuilsrivier, in die Stad Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap.

Groot: 399 (Drie Honderd Nege en Negentig) vierkante meter, gehou kragtens Transportakte Nr T83644/2001.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter met 'n woonhuis met 3 slaapkamers, 1 1/2 badkamer, oopplankombuis, sitkamer en dubbel motorhuis.

Die eienom kan geïnspekteer word in oorleg met die Afslaer, C J Veldtman (Tel 021-939-0040) en/of Die Balju vir die Landdroshof, I J Hugo, Bellville/Kuilsrivier (Tel. 021-948-8326).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen 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, I J Hugo, Bellville/Kuilsrivier (Tel. 021-948-8326).

**Datum:** 2 Februarie 2002.

Fourie Basson & Veldtman, Toplin Huis, Voortrekkerweg 219, Parow. (M A Basson/RB/A20.)

**Case No: 3934/1999**

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

**In the matter between: FIRSTRAND BANK LIMITED, formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and DANIEL WINSTON NOBEL, AMY YVONNE NOBEL, Defendants**

A Sale in Execution will be held on Friday, 8 March 2002 at 10h00, at Wynberg Magistrate's Court, Church Street, Wynberg, of:

Erf 103799, Cape Town at Retreat, in the City of Cape Town, Cape Division, Western Cape Province, in extent 748 (seven hundred and forty eight) square metres, held under Deed of Transfer No. T24319/1978, also known as 25 Golden Road, Retreat.

The property is improved as follows, though in this respect nothing is guaranteed: A brick dwelling under tiled roof with double garage consisting of 3 x bedrooms, lounge, kitchen, toilet and bathroom.

**Material Conditions:** 10% in cash on day of the sale and the balance against transfer to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

The full Conditions of Sale may be inspected at the Sheriff for Wynberg South, at 7 Electric Road, Wynberg.

Dated at Cape Town on 22 January 2002.

Burton-White, Plaintiff's Attorneys, Suite 306, Victoria Wharf Offices, Victoria & Alfred Waterfront, DX1, Waterfront. Tel: 419 9310. Ref: D Burton/F736.

**Case No. 23786/00**

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

**In the matter between: CITY OF CAPE TOWN: TYGERBERG ADMINISTRATION, Plaintiff, and ZWEDALA MARY, 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 14/03/2002 at 10h00 at Mitchells Plain Court, to the highest bidder:

**Description:** Erf 1893, Khayelitsha in the City of Tygerberg Municipality Cape Division, Province Western Cape, also known as 22 Pamla Street B140 T1V1, Khayelitsha, Erf 01893.

**In extent:** (205) sqm.

**Improvements:** Brick building with asbestos roof, partly vibre-crete fencing, bedroom, cement floors, open plan kitchen, bathroom & toilet.

Held by the Defendant in his name under Deed of Transfer No. T103009/96.

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 Durbanville this 17 January 2002.

EC Jearey, Plaintiff's Attorneys, Malan Laas & Scholtz Inc., M5 Place, 2A Hibiscus Rd, Durbanville, 7550; P O Box 606, Sanlamhof, 7532. (021) 976 0966. Ref: ECJ/cb/C0500/1156.



Case No. 27782/00

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

**In the matter between: CITY OF CAPE TOWN: TYGERBERG ADMINISTRATION, Plaintiff, and  
HOYANA BUZIWE ROSIE, Defendant**

In pursuance of judgment granted on 9/05/2001, 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 14/03/2002 at 10h00 at Mitchells Plain Court, to the highest bidder:

*Description:* Erf 4723, Khayelitsha in the City of Tygerberg Municipality Cape Division, Province Western Cape, also known as 24 Mkgoro Street, 1163 T1V2, Khayelitsha, Erf 04723.

*In extent:* (180) sqm.

*Improvements:* Brick building with asbestos roof, bedroom, cement floors, open plan kitchen, bathroom & toilet.

Held by the Defendant in his name under Deed of Transfer No. T47627/97.

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 Durbanville this 21 January 2002.

EC Jearey, Plaintiff's Attorneys, Malan Laas & Scholtz Inc., M5 Place, 2A Hibiscus Rd, Durbanville, 7550; P O Box 606, Sanlamhof, 7532. (021) 976 0966. Ref: ECJ/cb/C0500/1784.

Case No. 1550/01

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

**In the matter between: CITY OF CAPE TOWN: TYGERBERG ADMINISTRATION, Plaintiff, and  
QANDASHE MNTOTI JOHNSON, Defendant**

In pursuance of judgment granted on 19/07/2001, 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 14/03/2002 at 10h00 at Mitchells Plain Court, to the highest bidder:

*Description:* Erf 1648, Khayelitsha in the City of Tygerberg Municipality Cape Division, Province Western Cape, also known as 38 Church Square B515 T1V1, Khayelitsha, Erf 01648.

*In extent:* (159) sqm.

*Improvements:* Brick building with asbestos roof, partly vibre-crete fencing, bedroom, cement floors, open plan kitchen, bathroom & toilet.

Held by the Defendant in his name under Deed of Transfer No. T93510/96.

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 Durbanville this 17 January 2002.

EC Jearey, Plaintiff's Attorneys, Malan Laas & Scholtz Inc., M5 Place, 2A Hibiscus Rd, Durbanville, 7550; P O Box 606, Sanlamhof, 7532. (021) 976 0966. Ref: ECJ/cb/C0500/1358.



Case No. 27432/00

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

**In the matter between: CITY OF CAPE TOWN: TYGERBERG ADMINISTRATION, Plaintiff, and  
ZITHA PAPI IVY, Defendant**

In pursuance of judgment granted on 9/05/2001, 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 14/03/2002 at 10h00 at Mitchells Plain Court, to the highest bidder:

*Description:* Erf 2284, Khayelitsha in the City of Tygerberg Municipality Cape Division, Province Western Cape, also known as 28 Velani Crescent C315 T1V1, Khayelitsha, Erf 02284.

*In extent:* (180) sqm.

*Improvements:* Brick building with asbestos roof, fully vibre-crete fencing, bedroom, open plan kitchen, cement floors, bathroom & toilet.

Held by the Defendant in his name under Deed of Transfer No. T969/1997.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.
2. The Purchaser shall pay 10% 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 Durbanville this 21 January 2002.

EC Jearey, Plaintiff's Attorneys, Malan Laas & Scholtz Inc., M5 Place, 2A Hibiscus Rd, Durbanville, 7550; P O Box 606, Sanlamhof, 7532. (021) 976 0966. Ref: ECJ/cb/C0500/1623.

Case No. 25198/00

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

**In the matter between: CITY OF CAPE TOWN: TYGERBERG ADMINISTRATION, Plaintiff, and  
MISS PM MAFUDITYALA, Defendant**

In pursuance of judgment granted on 9/05/2001, 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 14/03/2002 at 10h00 at Mitchells Plain Court, to the highest bidder:

*Description:* Erf 2501, Khayelitsha in the City of Tygerberg Municipality Cape Division, Province Western Cape, also known as 10 Ntlalo Road C15 T1V1, Khayelitsha, Erf 02501.

*In extent:* (179) sqm.

*Improvements:* Brick building with asbestos roof, partly vibre-crete fencing, bedroom, cement floors, open plan kitchen, bathroom & toilet.

Held by the Defendant in his name under Deed of Transfer No. T38716/99.

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 Durbanville this 17 January 2002.

EC Jearey, Plaintiff's Attorneys, Malan Laas & Scholtz Inc., M5 Place, 2A Hibiscus Rd, Durbanville, 7550; P O Box 606, Sanlamhof, 7532. (021) 976 0966. Ref: ECJ/cb/C0500/1444.



Case No. 22097/00

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

**In the matter between: CITY OF TYGERBERG, Plaintiff, and  
BINI SYLVIA, Defendant**

In pursuance of judgment granted on 2/04/2001, 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 14/03/2002 at 10h00 at Mitchells Plain Court, to the highest bidder:

*Description:* Erf 361, Khayelitsha in the City of Tygerberg Municipality Cape Division, Province Western Cape, also known as 56 Tulani Street A151 T1V1, Khayelitsha, Erf 00361.

*In extent:* (238) sqm.

*Improvements:* Brick building with tiled roof, partly vibre-crete fencing, burglar bars, 2 bedrooms, cement floors, open plan kitchen, bathroom & toilet.

Held by the Defendant in his name under Deed of Transfer No. T521/98.

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 Durbanville this 21 January 2002.

EC Jearey, Plaintiff's Attorneys, Malan Laas & Scholtz Inc., M5 Place, 2A Hibiscus Rd, Durbanville, 7550; P O Box 606, Sanlamhof, 7532. (021) 976 0966. Ref: ECJ/cb/C0500/840.

Case No. 16448/98

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

**In the matter between: BOE BANK LIMITED, Plaintiff, and PR DE PAO, First Defendant, and  
ML DE PAO, Second Defendant**

In pursuance of the Warrant of the Execution of the above Honourable Court, the undermentioned property will be sold by Public Auction at the premises on Monday, the 4th March 2002 at 10h00.

*Property:* Erf 2320, Goodwood, in the City of Cape Town, Cape Division, Western Cape Province, measuring 495 (four hundred and ninety-five) square metres, held by Deed of Transfer No. T17746/90 and subject to the conditions contained therein.

*Improvements* (not guaranteed): 1 x lounge, 1 x dining-room, 1 x TV room, 1 x kitchen, 3 x bedrooms, 1 x bathroom with toilet, 1 x separate toilet, 1 x servants room, 1 x garage, 1 x stoep & braai.

More specifically known as No. 99 Surrey Street, Goodwood.

*Conditions of sale:*

1. The sale will be subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, as amended, and the Title Deeds insofar as same are applicable.
2. The property will be sold "voetstoots" to the highest bidder.
3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Dated on the 28th January 2002.

Kruger and Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. HPMK/RM/NB249.)

Auctioneer for Plaintiff, Sheriff - Magistrate's Court, Epping Avenue, Elsiesriver.

Case No. 27781/00

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

**In the matter between: CITY OF CAPE TOWN: TYGERBERG ADMINISTRATION, Plaintiff, and  
MOYI BETTY MOSIWE, Defendant**

In pursuance of judgment granted on 9/05/2001, 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 14/03/2002 at 10h00 at Mitchells Plain Court to the highest bidder:

*Description:* Erf 4722, Khayelitsha in the City of Tygerberg Municipality, Cape Division, Province Western Cape Division, also known as 26 Mkgoro Street, 1164 T1V2 Khayelitsha, Erf 04722, in extent (178) sqm.



*Improvements:* Brick building with asbestos roof, partly fencing, bedroom, open plan kitchen, bathroom & toilet, held by the Defendant in his name under Deed of Transfer No. T50355/97.

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 Durbanville this 21 January 2002.

EC Jearey, 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. ECJ/cb/C0500/1783.)

**Case No. 27803/00**

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

**In the matter between: CITY OF CAPE TOWN: TYGERBERG ADMINISTRATION, Plaintiff, and  
BOOYSE JOHNSON SITHETHO, Defendant**

In pursuance of judgment granted on 9/05/2001, 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 14/03/2002 at 10h00 at Mitchells Plain Court to the highest bidder:

*Description:* Erf 2306, Khayelitsha in the City of Tygerberg Municipality, Cape Division, Province Western Cape Division, also known as 25 Velani Crescent C204 T1V1 Khayelitsha, Erf 02306, in extent (176) sqm.

*Improvements:* Brick building with asbestos roof, partly vibre-crete fencing, bedroom, cement floors, open plan kitchen, bathroom & toilet, held by the Defendant in his name under Deed of Transfer No. T25104/97.

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 Durbanville this 21 January 2002.

EC Jearey, 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. ECJ/cb/C0500/1550.)

**Case No. 26521/00**

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

**In the matter between: CITY OF CAPE TOWN: TYGERBERG ADMINISTRATION, Plaintiff, and  
MODISE TSHOTLEO JOHANNES, Defendant**

In pursuance of judgment granted on 8/05/2001, 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 14/03/2002 at 10h00 at Mitchells Plain Court to the highest bidder:

*Description:* Erf 2195, Khayelitsha in the City of Tygerberg Municipality, Cape Division, Province Western Cape, also known as 4 Velani Crescent C379 T1V1 Khayelitsha, Erf 02195, in extent (257) sqm.

*Improvements:* Brick building with asbestos roof, 2 bedrooms, cement floors, open plan kitchen, lounge, bathroom & toilet, held by the Defendant in his name under Deed of Transfer No. T58833/97.

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 Durbanville this 21 January 2002.

EC Jearey, 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. ECJ/cb/C0500/1690.)

**Case No. 14719/97**

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

**In the matter between: BOE BANK LIMITED, Plaintiff, and I JOHAAR, First Defendant, and  
M JOHAAR, Second Defendant**

In pursuance of the Warrant of Execution of the above Honourable Court, the undermentioned property will be sold by Public Auction at the Goodwood Magistrate's Court on Monday, the 4th March 2002 at 09h00.

*Property:* Erf 141281, Cape Town, at Bonteheuvel, in the City of Cape Town, Cape Division, Province of the Western Cape, measuring 378 (three hundred and seventy-eight) square metres, held by Deed of Transfer No. T36239/90 and subject to the conditions contained therein.

*Improvements* (not guaranteed): Asbestos roof, brick walls, 1 x lounge, 1 x kitchen, 2 x bedrooms, 1 x bathroom.

More specifically known as No. 15 Advocado Street, Bonteheuvel.

*Conditions of sale:*

1. The sale will be subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, as amended, and the Title Deeds insofar as same are applicable.

2. The property will be sold "voetstoots" to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Dated on the 21st January 2002.

Kruger and Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. HPMK/RM/NB117.)

Auctioneer for Plaintiff, Sheriff - Magistrate's Court, Epping Avenue, Elsiesrivier.

**Case No. 3702/99  
PH 255**

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
GRAEME JEROME PEACOCK, Defendant**

In Execution of a Judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Wynberg Magistrate's Court at 10:00 am on the 14th day of March 2002 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, No. 574 Lansdowne Road, Lansdowne.

Erf 104195, Cape Town at Athlone, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 496 square metres, and situated at 121 Ruimte Road, Primrose Park.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 154 square metre main dwelling consisting of a living-room, lounge, kitchen, 3 bedrooms, a bathroom with water closet and a 20 square metre outbuilding consisting of a garage.

*Terms:*

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 5th February 2002.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St. George's Mall, Cape Town, 8001; P O Box 67, Cape Town, 8000, Docex 230, Cape Town. [Tel. (021) 423-0554.] [Fax. (021) 423-0510.] (Ref. W D Inglis/cs/S3532/7310.)



Case No. 2887/2001

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

**In the matter between SAAMBOU BANK LIMITED, Judgment Creditor, and JOYCE HARDCASTLE, First Judgment Debtor, and BRIAN HARDCASTLE, Second Judgment Debtor**

In execution of a judgment of the above Honourable Court and a warrant of execution, the undermentioned property will be sold in execution on Wednesday, 13th March 2002 at 11h00 at B14 Fairlake, 75 Shearwater Drive, Muizenberg:

(a) Section 14 as shown and more fully described on Sectional Plan No. SS 191/96 in the scheme known as Fairlake in respect of the land and building or buildings situate at Muizenberg;

(b) and 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 7992 1996, more commonly known as B14 Fairlake, 75 Shearwater Drive, Muizenberg.

(1) an exclusive use area described as Parking Bay No. "PB20", measuring 12 (twelve) square metres being as such part of the common property, comprising the land and the scheme known as Fairlake in respect of the land and buildings situate at Muizenberg as shown and more fully described on Sectional Plan No. SS 191/1996;

(2) an exclusive use area described as Garden No. "G9", measuring 32 (thirty-two) square metres being as such part of the common property, comprising the land and the scheme known as Fairlake in respect of the land and building or buildings situate at Muizenberg as shown and more fully described on Sectional Plan No. SS 191/1996.

*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 15,50% 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 Ground floor flat in security complex built of brick consisting of 2 bedrooms, open plan lounge/kitchen, 1 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, Simonstown.

Signed at Claremont this 1st day of February 2002.

De Klerk & Van Gend, Attorneys for Plaintiff, 2 Oakdale Road, cnr/o Oakdale & Kildare Roads, Claremont. (Ref. R01384/S Duffett/dvl.)

Case No. 7707/92

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 SAMSON MANGCU, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and a writ of execution dated 31 July 1992 the property listed hereunder will be sold in execution on Thursday, 14 March 2002 at 10h00 held at The Magistrate's Court of Mitchells Plain, be sold to the highest bidder:

*Certain:* Erf 21463, Khayelitsha, situated in the City of Cape Town, Cape Division, Western Cape Province, also known as Stand 21463, Khayelitsha, in extent 150 (one hundred and fifty) square metres, held by Title Deed No. TL75220/89.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following improvements are reported to be on the property, but nothing is guaranteed: A single dwelling brick building under tiled roof, consisting of approximately 2 x bedrooms, cement floor, 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 15th day of January 2002.

Heyns & Partners Inc., Attorneys for Plaintiff, 68 Vasco Boulevard, Goodwood, 7460. (Ref. A Keet/sst/Z11262.)

SaaK Nr. 1358/999

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen BOE BANK BEPERK, Eiser, en VERONICA ADLEY TRIMM, Eerste Verweerderes, en ADAM JAKOBUS VAN SCHALKWYK, Tweede Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 18 Februarie 1999 sal die hiernabeskrewe onroerende eiendomme in eksekusie verkoop word op Woensdag, 13 Maart 2002 om 09h00 voor die Landdroskantoor, Van Riebeeckweg, Kuilsrivier aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju/Afslaer by die veiling uitgelees sal word:



1. Erf 9137, Kuilsrivier in die Oostenberg Munisipaliteit Afdeling Stellenbosch, Provinsie van die Wes-Kaap, geleë te Amethyststraat 17, Highbury, Kuilsrivier, groot 400 vierkante meter, gehou kragtens Transportakte Nr. T78482/96.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is onverbeter.

2. Erf 4157, Eersterivier, in die Oostenberg Munisipaliteit, Afdeling Stellenbosch, Provinsie van die Wes-Kaap, geleë te Draycotistraat 17, Eersterivier, groot 374 vierkante meter, gehou kragtens Transportakte Nr. T24447/95.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met asbesdak, vier slaapkamers, sitkamer, eetkamer, kombuis, badkamer, toilet en motorhuis.

Die eiendomme kan geïnspekteer word in oorleg met die Afslaer, Mnr J C Fourie, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, mnr I J Hugo, Northumberlandweg 29, Bellville (Tel. 021-9488326).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,5% per jaar (en ingeval die onroerende eiendomme 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. 939-0040) en/of die Balju, mnr I J Hugo, Northumberlandweg 29, Bellville (Tel. 021-9488326).

**Datum:** 14 Januarie 2002.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/B4141.)

#### Case No. 12183/2001

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

#### In the matter between NEDCOR BANK LTD, Execution Creditor, and WILLEM SASS and RACHEL SASS, Execution Debtors

In pursuance of a judgment of the Magistrate's Court of George and a writ of execution dated 21 November 2001 in the above matter, a sale in execution will be held on 6 March 2002 10:30 at the Magistrate's Court, York Street, George described as:

Erf 4240, Pacaltsdorp, in the Municipality of Pacaltsdorp, Division of George (also known as 3 Captainslot Street, Pacaltsdorp), in extent 659 square metres, held by Deed of Transfer No. T.20505/94 (please take notice that these improvements are reported but not guaranteed).

**Improvements:** 2 bedrooms, 1 bathroom, 1 kitchen, 1 lounge.

**Conditions of sale:**

1. The sale is subject to the terms and conditions of the Magistrate's Courts Act No. 32 of 1944 and the Rules promulgated thereunder. The property will be sold voetstoots 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 as to 10% (ten per cent) thereof in cash upon signature of the conditions of sale immediately after the property is declared to be sold, and the balance of the purchase price, together with interest thereon at the current rate of interest of 13%, from date of sale to date of registration of transfer, which amount is to be secured by an approved bank or building society guarantee to be delivered within 14 days of the sale.

3. The purchaser shall pay all costs of registration of the property, arrear rates and taxes, inclusive of any water and electricity charges that the local authority may levy together with the rates and taxes for the current year and auctioneer's fees.

4. Value-added tax on the purchase price, unless the Judgment Debtor has furnished to the auctioneer and the Sheriff, prior to the sale, a statement in writing at the sale of the property would not be a taxable supply if it were to be sold by the Judgment Debtor and stating fully the reasons why the sale of the property by the Judgment Debtor would not be a taxable supply.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Wellington Street, George, as well as at the offices of the Messrs Raubenheimers Incorporated, 60 Cathedral Street, George.

Dated at George on this 8th day of January 2002.

R Engelbrecht, Raubenheimers Incorporated, Attorneys for Execution Creditor, 60 Cathedral Street, P O Box 21, George. [Tel. (044) 873-2043.]

#### Case No. 3215/01

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

#### NEDCOR BANK LIMITED versus D D & M M BEZUIDENHOUT

**The property:** Erf 41186, Mitchells Plain, in extent 240 square metres, situate at 71 Dolomites Road, Tafelsig, Mitchells Plain.

**Improvements (not guaranteed):** Brick walls, asbestos roof, partly vibre-crete walls, burglar bars, 2 bedrooms, cement floors, open plan kitchen, lounge, bathroom & toilet.

**Date of sale:** 7th March 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 guaranteed cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain (South).

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

**Case No. 12115/01**

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

**In the matter between NEDCOR BANK LTD, Execution Creditor, and KIEWIET PLAATJIES and BETTIE PLAATJIES, Execution Debtors**

In pursuance of a judgment of the Magistrate's Court of George and a writ of execution dated 20 November 2001 in the above matter, a sale in execution will be held on 6 March 2002 10:00 at the Magistrate's Court, York Street, George, described as:

Erf 4234, Pacaltsdorp, in the Municipality of Pacaltsdorp, Division of George (also known as 8 Captainslot Street, Pacaltsdorp), in extent 633 square metres, held by Deed of Transfer No T.20502/94.

Please take notice that these improvements are reported but not guaranteed:

*Improvements:* 2 bedrooms, 1 bathroom, 1 kitchen, 1 lounge.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrate's Courts Act No 32 of 1944 and the Rules promulgated thereunder. The property will be sold voetstoots 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 as to 10% (ten per cent) thereof in cash upon signature of the conditions of sale immediately after the property is declared to be sold, and the balance of the purchase price, together with interest thereon at the current rate of interest of 13%, from date of sale to date of registration of transfer, which amount is to be secured by an approved bank or building society guarantee to be delivered within 14 days of the sale.

3. The purchaser shall pay all costs of registration of the property, arrear rates and taxes, inclusive of any water and electricity charges that the local authority may levy together with the rates and taxes for the current year and auctioneer's fees.

4. Value-added tax on the purchase price, unless the Judgment Debtor has furnished to the auctioneer and the Sheriff, prior to the sale, a statement in writing at the sale of the property would not be a taxable supply if it were to be sold by the Judgment Debtor and stating fully the reasons why the sale of the property by the Judgment Debtor would not be a taxable supply.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Wellington Street, George, as well as at the offices of Messrs Raubenheimers Incorporated, 60 Cathedral Street, George.

Dated at George on this 8th day of January 2002.

R Engelbrecht, Raubenheimers Incorporated, Attorneys for Execution Creditor, 60 Cathedral Street, P O Box 21, George.  
[Tel. (044) 873-2043.]

**Saak No. 1474/99**

IN DIE LANDDROSHOF VIR DIE DISTRIK STRAND GEHOU TE STRAND

**HELDERBERG MUNISIPALITEIT teen mnr MIO PETRO LANGENHOVEN**

Die volgende eiendom sal in eksekusie verkoop word op 6 Maart 2002 om 10:00 te Nazli Singel 34, Strand aan die hoogste bieder:

*Eiendomsbeskrywing:* Erf 17880, Strand, in die stad Kaapstad, afdeling Stellenbosch, provinsie Wes-Kaap, grootte 437 (vierhonderd sewe en dertig) vierkante meter, gehou kragtens Transportakte Nr T37245/1991, ook bekend as Nazli Singel 34, Strand.

1. Die volgende verbeteringe word gemeld, maar nie gewaarborg nie: 2 x slaapkamers, 1 x sitkamer, 1 x kombuis en 1 x badkamer.

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 die heersende primakoers per jaar en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos voormeld verseker moet word deur 'n bankwaarborg wat vir die Eiser se Aktebesorger aanvaarbaar is.



2.2 Die voormelde waarborg moet binne 14 (veertien) dae vanaf datum van verkoping deur die Koper aan die Balju, of op instruksie van die Balju, aan die Eiser se prokureurs oorhandig word en moet voorsiening maak vir betaling van die genoemde volle balanskoopprys plus rente teen registrasie van transport, op voorwaarde dat indien die Eiser die Koper is, geen deposito of waarborg nodig sal wees nie en dat die Eiser die volle koopprys plus rente aan die Balju sal betaal teen registrasie van transport.

3. Die Balju sal van enige bieër vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Geteken te Somerset-Wes op 8ste dag van Januarie 2002.

G J Smit, Miller Bosman Le Roux, Prokureur vir Vonnisskuldeiser, ABSA Gebou, Hoofstraat, Somerset-Wes. (Verw. mev. Theron/SH0230.)

**Saak No. 3731/2000**

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en HENDRICK MITAS, 1e Eksekusieskuldenaar, en ANTIONNETTE CORNELIA MITAS, 2e Eksekusieskuldenaar**

In die gemelde saak sal 'n veiling gehou word op Vrydag, 8 Maart 2002 om 09h00 voor die Landdroshof, Kuilsrivier:

Erf 1396, Kleinvei, geleë in die plaaslike gebied van Blue Downs, Afdeling Stellenbosch, groot 272 vierkante meter, gehou kragtens Transportakte Nr. T12348/1994, ook bekend as Parklastraat 9, Kleinvei, Eersterivier.

*Verkoopvoorwaardes:*

1. Die veiling is onderworpe aan die bepalinge en voorwaardes van die Wet op Landdroshowe Nr. 32 van 1944 en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 16,5% per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Asbesdakwoning met 2 x slaapkamers, 1 x sitkamer, 1 x TV-kamer, 1 x kombuis, 1 x 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 23e dag van Januarie 2002.

A J Marais, Marais Müller Ingelyf, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (9035191.)

**Saak Nr. 34201/2001**

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en RAOUL JANKOWITZ N.O., 1ste Verweerder, en GEORGE CLARENCE NOLAND N.O., Tweede Verweerder (in hul hoedanigheid as Trusteë indertyd van die DANAAR TRUST)**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 8 November 2001 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 14 Maart 2002 om 11h00 op die perseel te Erf 19026, Milnerton, Pentzrylaan 180, Flamingo Vlei, Table View, 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 19026, Milnerton, in die Stad Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap, groot 780 (sewe honderd en tagtig) vierkante meter, gehou kragtens Transportakte Nr. T105459/1997.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonhuis met baksteenmure, sinkdak, drie slaapkamers met ingeboude kaste, sitkamer, televisiekamer, twee badkamers, swembad en dubbel motorhuis.

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. 021-465-7560).

*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, H W Hurter, Kaapstad (Tel. 021-465-7560).

*Datum:* 22 Januarie 2002.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. [Verw. CJV/RB/5364 (A).]



**Case No. 5387/2001**

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and HENDRIK SEPTEMBER, 1st Judgement Debtor, and LENIE SEPTEMBER, 2nd Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Stellenbosch on 12 March 2002 at 11h15:

Erf 11817, Stellenbosch in the Municipality and Division of Stellenbosch, Western Cape Province, also known as 69 Berg Sipres Street, Cloetesville, in extent 113 (one hundred and thirty) 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 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 Stellenbosch and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. KG Kemp/LvS/G1310.)

**Case No. 10652/92**

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 VUYISILE LOVELY DICK, First Defendant, and NOMPUMELELO AURELIA DICK, Second Defendant**

In pursuance of a Judgment in the Court for the Magistrate of Mitchells Plain and a Writ of Execution dated 30 September 1992 the property listed hereunder will be sold in Execution on Thursday, 14 March 2002 at 10h00 held at the Magistrate's Court of Mitchells Plain, be sold to the highest bidder:

Certain Erf 21295, Khayelitsha, situated in the City of Cape Town, Cape Division, Western Cape Province, also known as Stand 21295, Khayelitsha, in extent 131 (one hundred and thirty one) square metres, held by Title Deed No. TL67310/89.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following improvements are reported to be on the property, but nothing is guaranteed: A single dwelling brick building under tiled roof, consisting of approximately bedroom, cement floor, open plan kitchen, lounge, bathroom, toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate calculated on the Plaintiff's claim from the date of sale to the date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Goodwood this 15th day of January 2002.

Heyns & Partners Inc., Attorneys for Plaintiff, 68 Vasco Boulevard, Goodwood, 7460. (Ref. A KEET/sst/Z12038.)

**Case No. 11991/98**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DENVER WILLIAM DAMON, First Defendant, and TINA LORREN DAMON, Second Defendant**

In pursuance to a Judgment in the above Court and a Warrant of Execution dated 3 June 1998, the following property will be sold in execution on Monday, 4 March 2002 at 12h00, to the highest bidder at the site of the property:

Erf 156667, Cape Town at Heathfield, in extent 197 (one hundred and ninety seven) square metres, held by Deed of Transfer No. 103037/97, situate at 46 Elfin Village, Roscommon Road, Heathfield.

*Description:* Single brick dwelling under tiled roof comprising lounge, kitchen, 3 bedrooms, bathroom/toilet.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act, the Rules made thereunder and of the Title Deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Magistrate's Court.

Dated at Fish Hoek this the 22nd day of January 2002.

S. R. Boyes, for Buchahan Boyes, Plaintiff's Attorneys, 26 First Avenue, Fish Hoek. (Ref. SRB/lc/V46971/20D.)



## Case No. 25736/98

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and LEON JAMES WALTER MICHAELS, First Defendant, and JULIANA ESTELLE MICHAELS, Second Defendant, and SYLVIA DALENA VAN DER MERWE, Third Defendant**

In pursuance to a Judgment in the above Court and a Warrant of Execution dated 26 August 1998, the following property will be sold in execution on Monday, 4 March 2002 at 10h00, to the highest bidder at the site of the property:

Erf 75749, Cape Town at Southfield, in extent 715 (seven hundred and fifteen) square metres, held by Deed of Transfer No. 29435/1994, situate at 41 Flintdale Road, Southfield.

*Description:* Single brick dwelling under tiled roof comprising of lounge, kitchen, 3 bedrooms, bathroom, toilet, garage.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act, the Rules made thereunder and of the Title Deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten percentum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Magistrate's Court.

Dated at Fish Hoek this the 22nd day of January 2002.

S. R. Boyes, Buchanan Boyes, Plaintiff's Attorneys, 26 First Avenue, Fish Hoek. (Ref. SRB/lc/V47069/19M.)

## Case No. 21085/2001

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 RASHIEDA VAN NIEKERK, Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse Mitchells Plain on 12 March 2002 at 10h00:

Erf 3359, Mitchells Plain in the City of Cape Town, Cape Division, Western Cape Province also known as 1 Saringa Close, Westridge, Mitchells Plain, in extent 168 (one hundred and sixty eight) square metres, comprising facebrick building, fully vibrecrete fence, burglar bars, 1 garage, 2 bedrooms, separate kitchen, lounge, family room, 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, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. KG KEMP/LvS/G1169.)

## Case No. 6981/2000

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and CYRIL DEON HAMMERS, 1st Judgment Debtor, and JULYN IRENE HAMMERS, 2nd Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse Stellenbosch on 12 March 2002 at 11h30:

Erf 12484, Stellenbosch, in the Municipality and Division of Stellenbosch, Western Cape Province also known as 18 Waaierpalm Street, Cloetesville, Stellenbosch, in extent 212 (two 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 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 Stellenbosch and will be read out by the Auctioneer prior to the sale.

Smuts Kempt & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. KG KEMP/LvS/G1244.)



Case No. 6927/2001

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and CHARLIE DE WEE, 1st Judgment Debtor, and LENIE DE WEE, 2nd Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse Strand on 13 March 2002 at 12h00:

Erf 17644, Strand, situate in the City of Cape Town, Division of Stellenbosch, Western Cape Province, also known as 33 Fakler Hassiem Street, Rusthof, Strand, in extent 503 (five hundred and three) square metres, comprising 1 bedroom, kitchen, lounge, bathroom.

The Sale shall be by public auction without reserve to the highest bidder, subject to the Magistrate's Courts Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Strand 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/G1268.)

Case No: 1013/01

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

**In the matter between: NEDCOR BANK LIMITED, Judgement Creditor, and AKAR HAPPIE, 1st Judgment Debtor, and ELIZABETH GERTRUIDA HAPPIE, 2nd Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse Strand on 13 March 2002 at 11h00:

Erf 13436, Strand, situate in the City of Cape Town, Division of Stellenbosch, Western Cape Province, also known as 101 Hassan Khan Avenue, Rusthof, Strand.

*In extent:* 275 (two hundred and seventy five) square metres.

Comprising 3 bedrooms, kitchen, lounge, 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 the Sheriff of the Court for Strand 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/LvS/G1161. Tel. (021) 945 3646.

Case No. 7646/01

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 SURENDRA SEWCHURAN, First Execution Debtor, and SELINA PUMASHNEE SEWCHURAN (formerly Naidoo), Second Execution Debtor**

In execution of the Judgment of the High Court a sale will be held at the Wynberg Court House, on 5 March 2002 at 10h00 am, to the highest bidder:

Erf 113824, Athlone.

*Measuring:* Two hundred and thirty six square metres.

*Situate at:* 17 Yusuf Gool Close, Rylands Estate, Athlone, 7764.

*Property description:* A double storey brick residential dwelling under a tiled roof comprising of a lounge, kitchen, 3 bedrooms, bathroom, toilet, garage.

Held by Title Deed T62731/92.

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 23 January 2002.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. PO Box 1661, Cape Town, 8000. Tel: 418 2020. Reference COL/BBS/Z06157.



Case No: 14253/98

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and MOGAMAT TAPE BARDIEN, First Defendant, and FEROUZA BARDIEN, Second Defendant**

In the above matter a sale will be held in front of the Magistrate's Court, Kuils River on Wednesday, 6 March 2002 at 9,00am, being:

Erf 5950, Brackenfell, situate in the City of Cape Town, Stellenbosch Division, Western Cape Province.

*Measuring:* 358 Square Metres.

*Also known as:* 1 Greymead Avenue, Northpine, 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 voet-stoots 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 14.00% per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising: 4 Bedrooms, kitchen, diningroom, lounge, 2 bathrooms en-suite, 2 toilets and double garage.

4. The complete Conditions of Sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at 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. Phone: 914-5660. Refer: NED1/0048/H Crous/lr.

Case No: 19244/01

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

**In the matter between: FIRSTRAND BANK LIMITED, formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and JACQUES JONES SCHEEPERS, First Defendant, and MARLENE DENISE SCHEEPERS, Second Defendant**

In the above matter a sale will be held in front of the Magistrate's Court, Kuils River on Monday, 4 March 2002 at 9,00am, being:

Erf 40, Brackenfell, situate in the City of Cape Town, Stellenbosch Division, Western Cape Province.

*Measuring:* 982 Square Metres.

*Also known as:* No. 70, Kruispad, Protea Heights, 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 voet-stoots 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 14.00% 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, diningroom, kitchen, lounge, 2 bathrooms, double 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 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. Phone: 914-5660. Refer: FIR2/0828/H Crous/lr.

Case No: 4902/01

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 MOHAMED EKBAL ISMAIL, Execution Debtor**

In execution of the Judgment of the High Court a sale will be held at the Wynberg Court House, on 8 March 2002 at 10h00 am, to the highest bidder:

Erf (Remainder) 75120, Southfield.

*Measuring:* Four hundred and eighty five square metres.

*Situate at:* 59-5th Avenue, Fairways, Cape Town, 7800.

*Property description:* A detached double-storey residential dwelling under a tiled roof comprising of lounge, dining room, study, kitchen, pantry, double garage.



Held by Title Deed T42930/2000.

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 9 January 2002.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. PO Box 1661, Cape Town, 8000. Tel: 418 2020. Reference COL/BBS/Z04462.

**Case No: 8202/01**

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 VEXMA PROPERTIES 73 C.C., First Execution Debtor, and MOGAMAT SHAFIEK JANSEN, Second Execution Debtor**

In execution of the Judgment of the High Court a sale will be held at the site being 112 Wellington Street, Goodwood, on 6 March 2002 at 10h00 am, to the highest bidder:

Erf 4759, Goodwood.

*Measuring:* Four hundred and ninety five square metres.

*Situate at:* 112 Wellington Street, Goodwood, 7460.

*Property description:* A single storey brick residential dwelling under an asbestos roof comprising of a lounge, diningroom, kitchen, 3 bedrooms, 1 bathroom, 1 shower, toilet, single garage, carport and servants quarters.

Held by Title Deed T94380/00.

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 9 January 2002.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. PO Box 1661, Cape Town, 8000. Tel: 418 2020.

**Saak No: 2646/1993**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GOODWOOD GEHOU TE GOODWOOD

**ABSA BANK BEPERK, Eiser, en MARLAN MORGAN KING, 1st Verweerder, en BRENDA KING, 2de Verweerder**

Die volgende onroerende eiendom word per Openbare veiling verkoop op Donderdag, 14 Maart 2002 om 11h00 by die perseel.

Erf 6100, Goodwood, 495 vierkante meter groot en geleë te Cookstraat 45, Goodwood.

*Verbeterings (nie gewaarborg nie):* Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet, motorhuis.

Die veilingvoorwaardes wat van toepassing is sal voor die veiling uitgelees word en is ter insae by die Balju Goodwood 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 17 Januarie 2002.

Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.



Case No's. 14055/01 &amp; 17047/01

## MITCHELLS PLAIN

**NEDCOR BANK LIMITED vs F W & F F LAKAY & V BAATJIES**

*The property:* Two half shares of Erf 4475, Mitchells Plain.

*In extent:* 197 square metres.

*Situate at:* 23 Seine Street, Portlands, Mitchells Plain.

*Improvements* (not guaranteed): Brick building, tiled roof, fully vibre-crete fence, burglar bars, 3 bedrooms, cement floors, open-plan kitchen, lounge, bathroom & toilet.

*Date of sale:* 7th March 2002 at 10.00 am.

*Place of sale:* Mitchells Plain Magistrate's Court.

*Material conditions:* The Sale will be voetstoets, by Public Auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank guaranteed cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain (South).

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 21681/01

## WYNBERG

**NEDCOR BANK LIMITED vs C J BARLOW**

*The property:* Erf 126550, Athlone.

*In extent:* 285 square metres.

*Situate at:* 17 Breston Road, Silvertown, Athlone.

*Improvements* (not guaranteed): Brick & mortar dwelling, asbestos roof, 3 bedrooms, lounge, kitchen, bathroom/toilet.

*Date of sale:* 12th March 2002 at 10.00 am.

*Place of sale:* Wynberg Magistrate's Court.

*Material conditions:* The Sale will be voetstoets, by Public Auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank guaranteed cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 18082/97

## MITCHELLS PLAIN

**NEDCOR BANK LIMITED vs N C & R MEYER**

*The property:* Erf 25549, Mitchells Plain.

*In extent:* 152 square metres.

*Situate at:* 39 Teak Place, Eastridge, Mitchells Plain.

*Improvements* (not guaranteed): Brick building, asbestos roof, fully vibre-crete fence, burglar bars, 3 bedrooms, ceramic tiles, cement floors, separate kitchen, lounge, bathroom & toilet.

*Date of sale:* 7th March 2002 at 10.00 am.

*Place of sale:* Mitchells Plain Magistrate's Court.

*Material conditions:* The Sale will be voetstoets, by Public Auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank guaranteed cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain (South).

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.



Case No. 354/01

## SIMONSTOWN

**NEDCOR BANK LIMITED vs BOURBON TRADING CC**

*The property:* Section 29 & Section 31, Glen Mews.

*In extent:* 44 square metres & 49 square metres, respectively..

*Situate at:* Section 29 & Section 31, Glen Mews, Glenhurst Street, Glen Cairn.

*Improvements (not guaranteed):* Section 29: Brick walls, tiled roof, 2 bedrooms, cement floors, open plan kitchen. Section 31: Brick walls, tiled roof, 2 bedrooms, cement floors, open plan kitchen.

*Date of sale:* 6th March 2002 at 10.00 am.

*Place of sale:* Section 29 Glen Mews, Glenhurst Street, Glen Cairn.

*Material conditions:* The Sale will be voetstoets, by Public Auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank guaranteed cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Simon's Town.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 10667/96

## GOODWOOD

**NEDCOR BANK LIMITED vs S N MQEDE**

*The property:* Erf 102, Langa.

*In extent:* 187 square metres.

*Situate at:* 21 Bennie Street, Langa.

*Improvements (not guaranteed):* Corrugated iron roof, brick walls, lounge, kitchen, 2 bedrooms, bathroom.

*Date of sale:* 5th March 2002 at 10.00 am.

*Place of sale:* Goodwood Magistrate's Court.

*Material conditions:* The Sale will be voetstoets, by Public Auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank guaranteed cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Goodwood, Epping Avenue, Goodwood.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 25712/00

## WYNBERG

**NEDCOR BANK LIMITED vs A J & S KOORDOM**

*The property:* Erf 156514, Retreat.

*In extent:* 160 square metres.

*Situate at:* 8 Taupo Close, Lakeview.

*Improvements (not guaranteed):* Vacant plot with wendy house.

*Date of sale:* 8th March 2002 at 10.00 am.

*Place of sale:* Wynberg Magistrate's Court.

*Material conditions:* The Sale will be voetstoets, by Public Auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank guaranteed cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg (South), 7 Electric Rd, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.



Case No. 46905/95

## WYNBERG

**NEDCOR BANK LIMITED vs N J & S NIEMANDT**

*The property:* Erf 120888, Retreat.

*In extent:* 238 square metres.

*Situate at:* 17 Samba Crescent, Retreat.

*Improvements* (not guaranteed): Semi detached, brick walls, asbestos roof, 2 bedrooms, lounge, kitchen, bathroom & toilet.

*Date of sale:* 8th March 2002 at 10.00 am.

*Place of sale:* Wynberg Magistrate's Court.

*Material conditions:* The Sale will be voetstoets, by Public Auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank guaranteed cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg (South), 7 Electric Rd, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 1606/98

## GOODWOOD

**NEDCOR BANK LIMITED vs M H & L F NONGALAZA**

*The property:* Erf 3464, Langa.

*In extent:* 428 square metres.

*Situate at:* 57 P W Mama Way, Langa.

*Improvements* (not guaranteed): Tiled roof, brick walls, lounge, kitchen, 3 bedrooms, bathroom.

*Date of sale:* 5th March 2002 at 10.00 am.

*Place of sale:* Goodwood Magistrate's Court.

*Material conditions:* The Sale will be voetstoets, by Public Auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank guaranteed cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Goodwood, Epping Avenue, Elsies River.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 4095/2000

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and MARTHA JACOBMIENA ELIZABETH PIETERSEN, Judgment Debtor**

The undermentioned property will be sold in execution at 27 Water Oak Crescent, La Rochelle, Bellville on 12 March 2002 at 11h00:

Erf 35341 Bellville situate in the City of Cape Town, Cape Division, Western Cape Province, in extent 401 (four hundred and one) square metres.

*Comprising:* 2 bedrooms, lounge, bathroom & kitchen.

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 Bellville and will be read out by the Auctioneer prior to the Sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel: (021) 945-3646.] (Ref: K G Kemp/LvS/G1363.)

Case No. 2824/2000

## 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) (Registration No. 51/00847/06) (through its NBS Division), Execution Creditor, and SHIREEN SINGH, Execution Debtor**

In execution of the Judgment of the High Court a sale will be held at the site of premises being 42 Rylands Road, Rylands Estate Athlone, on 7 March 2002 at 13h00 pm, to the highest bidder:



Erf: 35272 Athlone at Cape Town, measuring five hundred and sixty seven square metres, situate at 42 Rylands Road, Rylands Estate, Athlone, 7764.

*Property description:* A single storey brick residential dwelling under an asbestos roof comprising of lounge, kitchen, 3 bedrooms, bathroom, toilet, garage.

*Held by Title Deed:* T29794/99.

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 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 17 January 2002.

Abrahams & Gross Inc, 16th Floor, 2 Long Street, Cape Town, 8001; P O Box 1661, Cape Town, 8000. (Tel: 418-2020.)

**Case No. 1451/01**

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 MARCEL SEVERUS RETIEF, Execution Debtor**

In execution of the Judgment of the High Court a sale will be held at the site of premises being 41 Erica Road-East, Table View, on 7 March 2002 at 10h00 am, to the highest bidder:

Erf 3887, Milnerton, measuring one thousand and four square metres, situate at 41 Erica Road-East, Table View, 7441.

*Property description:* A brick residential dwelling under a tiled roof comprising of a lounge, dining room, study, kitchen, family room, 3 bedrooms, 2 bathrooms, 2 showers, 3 toilets, double garage.

*Held by Title Deed:* T65033/94.

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 18 January 2002.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; P O Box 1661, Cape Town, 8000. (Tel: 418-2020.)

**Saak No: 38056/2001**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WYNBERG GEHOU TE WYNBERG

**ABSA BANK BEPERK, Eiser, en ASIF RAHIMAN, Verweerder**

Die volgende onroerende eiendom word per Openbare veiling verkoop op Vrydag, 15 Maart 2002 om 10h00 by die perseel: Erf 388, Zeekoevlei, 496 vierkante meter groot en geleë te Boatweg 18, Zeekoevlei.

*Verbeterings* (nie gewaarborg nie): 3 slaapkamers, sitkamer, kombuis, badkamer/toilet & dubbel garage.

Die veilingvoorwaardes 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 Januarie 2002.

Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.



Saaknr 12531/2001

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

**In die saak tussen: STAD KAAPSTAD, Eiser, en MNR C C GALANT, Eerste Verweerder,  
MEVROU GALANT, Tweede Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde agbare hof gedateer 26 April 2001 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 14 Maart 2002 om 10h00 vm op die perseel te Dertiendelaan 37, Ravensmead, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 8796, Parow, groot 496 vierkante meter, gehou kragtens Transportakte Nr. T32256/1993.

Die volgende inligting word verstrek maar niks word gewaarborg nie:

Die eiendom is kombuis, 3 slaapkamers, sitkamer, badkamer & toilet.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948 8326).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die Afslers- 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 C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948 8326).

**Datum:** 19 Desember 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (MB/B3053.)

Saaknommer: 1239/2001

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

**In die saak tussen: SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en RJ RADEMAN, 1e Eksekusieskuldenaar,  
JM RADEMAN, 2e Eksekusieskuldenaar**

In die gemelde saak sal 'n veiling gehou word op Woensdag, 6 Maart 2002 om 11h00 op die perseel.

Erf 3913, Wellington, in die gebied van Wellington Oorgangsraad, Afdeling Paarl, Provinsie Wes-Kaap.

**Groot:** 830 vierkante meter, gehou kragtens Transportakte Nr. T5741/1998, ook bekend as Dorisrylaan 61, Wellington.

**Verkoopvoorwaardes:**

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe Nr. 32 van 1944 en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende van die koopprijs word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprijs met rente daarop teen 'n koers van 15,250% per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebrin (hoewel niks in hierdie opsig gewaarborg word nie):

'n Woonhuis bestaande uit sitkamer, kombuis, 3 slaapkamers, vol badkamer met motorhuis.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Wellington en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 12e dag van Desember 2001.

Marais Müller Ingelyf, per A J Marais, Van Riebeeckweg 66, Kuilsrivier, Prokureur vir Vonnisskuldeiser. 9035191.

Saaknr 6809/2000

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

**In die saak tussen: STAD KAAPSTAD, Eiser, en P HENDRICKS, Eerste Verweerder,  
MEV A J M OLIVIER, Tweede Verweerderes**

Ter uitvoering van 'n vonnis van die bogemelde agbare hof gedateer 24 Maart 2000 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 14 Maart 2002 om 9h00 vm op die perseel te Forbessingel 5, Ravensmead, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 11482, Parow, groot 495 vierkante meter, gehou kragtens Transportakte Nr. T80080/1993.

Die volgende inligting word verstrek maar niks word gewaarborg nie:

Die eiendom is sitkamer, 3 slaapkamers, eetkamer, kombuis, badkamer met toilet, toilet apart, motorhuis en buitekamer.



Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948 8326).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 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 C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948 8326).

**Datum:** 20 Desember 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (MB/B920.)

**Case No. 7213/01  
PH 255**

IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

**In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
LAMBERT GERRIT SCHUTTE, Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held at Erf 1948, Laaiplek, Elizabeth Avenue, Port Owen, Velddrif at 10:30 am on the 14th day of March 2002, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 65 Voortrekker Street, Piketberg:

Erf 1948, Laaiplek, in the Bergrivier Municipality, Division of Piketberg.

*In Extent:* 397 square metres and situate at Erf 1948, Laaiplek, Elizabeth Avenue, Port Owen, Velddrif.

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

A vacant erf.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town on this 31st January 2002.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St George's Mall, Cape Town, 8001; P O Box 67, Cape Town, 8000. Docex 230, Cape Town. Tel. (021) 423-0554. Fax (021) 423-0510. Ref. W D Inglis/cs/B433/8777.

**Case No. 4423/95**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NEALE JEROME JACOBS married in community of  
property to MICHELLE FRIEDA JACOBS, Defendant**

In terms of a judgment given in the Magistrates Court at Somerset West on the 28th November 1995 and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 8576, Somerset West, situate in the City of Cape Town, Division of Stellenbosch, Western Cape Province, measuring 345 square metres, held by Deed of Transfer No T55850/93, also known as 5 Iris Street, Garden Village, Somerset West, will be sold in execution on the 12th day of March 2002 at 11h00 at 5 Iris Street, Garden Village, Somerset West in terms of the conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Somerset West and the undersigned. The material terms of the sale are as follows:

1. The sale shall be subject to the terms and conditions of the 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: 2 bedrooms, open plan kitchen/lounge, toilet, 3 wendy houses, 1 wooden hall with tiled roof and brick walls.

Dated at Somerset West this 9th day of January 2002.

Morkel & De Villiers Inc., P du Toit, The Forum, 13 Drama Street, Somerset West; PO Box 112, Somerset West, 7129. [Tel. (021) 851-2928.]

Case No. 12182/2001

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

**In the matter between NEDCOR BANK LTD, Execution Creditor, and JAN JAMES UYS, and  
KATHERINA UYS, Execution Debtors**

In pursuance of a judgment of the Magistrate's Court of George and a writ of execution dated 21 November 2001 in the above matter, a sale in execution will be held on 6 March 2002, 11:00, at the Magistrate's Court, York Street, George, described as:

Erf 4325, Pacaltsdorp, in the Municipality of Pacaltsdorp, Division of George (also known as 76 Bluegum Street, Pacaltsdorp), in extent 512 square metres, held by Deed of Transfer No. T34685/93.

Please take notice that these improvements are reported but not guaranteed.

*Improvements:* 2 bedrooms, 1 bathroom, 1 kitchen, 1 lounge.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrate's Courts Act No 32 of 1944, and the Rules promulgated thereunder. The property will be sold voetstoots 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 as to 10% (ten per cent) thereof in cash upon signature of the conditions of sale immediately after the property is declared to be sold, and the balance of the purchase price, together with interest thereon at the current rate of interest of 13%, from date of sale to date of registration of transfer, which amount is to be secured by an approved bank or building society guarantee to be delivered within 14 days of the sale.

3. The purchaser shall pay all costs of registration of the property, arrear rates and taxes, inclusive of any water and electricity charges that the local authority may levy together with the rates and taxes for the current year and auctioneer's fees.

4. Value-Added Tax on the purchase price, unless the Judgment Debtor has furnished to the Auctioneer and the Sheriff, prior to the sale, a statement in writing at the sale of the property would not be a taxable supply if it were to be sold by the Judgment Debtor and stating fully the reasons why the sale of the property by the Judgment Debtor would not be a taxable supply.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Wellington Street, George, as well as at the offices of Messrs Raubenheimers Incorporated, 60 Cathedral Street, George.

Dated at George on this 8th day of January 2002.

Raubenheimers Incorporated, R Engelbrecht, Attorneys for Execution Creditor, 60 Cathedral Street, P O Box 21, George. [Tel. (044) 873-2043.]

Case No. 32867/2001

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

**In the matter between CAPE OF GOOD HOPE BANK LTD, Judgment Creditor, and  
ERF 25531 OBSERVATORY CC, Judgment Debtors**

In the execution of the Judgment of the Magistrate's Court Cape town in the above matter, a sale will be held, on Monday, 11th March 2002 at 10h00 and at the property of the following immovable property:

Erf 25531, Cape Town at Observatory, in the City of Cape town, Cape Division, Western Cape Province, in extent 634 square metres, held by Deed of Transfer No. T67990/1999.

Situated at 1 Nelson Road, Observatory, Cape.

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

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



3. The following improvements to the property are reported, but not representations or warranties as to the correctness thereof are given in respect thereof.

A business complex under zinc roof consisting of 5 offices, 1 workshop, bathroom and toilet.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Maitland and at the offices of the undermentioned auctioneers: Claremart Auctioneers of 21 Paarden Eiland Road, Paarden Eiland.

Herold Gie & Broadhead, Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. BROODRYK.)

**Case No. 25044/00**

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

**In the matter between CITY OF CAPE TOWN: TYGERBERG ADMINISTRATION, Plaintiff, and  
FEMELA WENZEKILE TREYN, Defendant**

In pursuance of judgment granted on 9/05/2001, 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 14/03/2002 at 10h00 at Mitchells Plain Court, to the highest bidder:

*Description:* Erf 2120, Khayelitsha in the City of Tygerberg Municipality Cape Division, Province Western Cape also known as 26 Mali Crescent B2 T1V1 Khayelitsha, Erf 02120, in extent (179) sqm.

*Improvements:* Brick building with asbestos roof, fully vibre-crete fencing, bedroom, cement floors, open plan kitchen, bathroom & toilet, held by the Defendant in his name under Deed of Transfer No. T92906/96.

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 Durbanville this 21 January 2002.

EC Jearey, Malan Laas & Scholtz Inc., Plaintiff's Attorneys, M5 Place, 2A Hibiscus Rd, Durbanville, 7550; P O Box 606, Sanlamhof, 7532. [Tel. (021) 976 0966.] (Ref. ECJ/cb/C0500/1138.)

**Case No. 2912/01**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CLEM NATHAN McBAIN, First Defendant, and  
JOY DIANA LAGENHOVEN, Second Defendant**

In the above matter a sale will be held in front of the Magistrate's Court, Kuils River, on Wednesday, 6 March 2002 at 9:00, being:

Erf 10242, Brackenfell, situate in the City of Cape Town, Stellenbosch Division, Western Cape Province, measuring 190 square metres, also known as 10 Veron Street, Northpine, Brackenfell.

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

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 14.00% 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 lounge, kitchen, 2 bedrooms, bathroom & toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at 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.) (Ref. NEDI/0372/H CROUS/lr.)



**Case No. 8123/1999**

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

**In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Registration No. 51/00847/06 (though 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 7 March 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:* T30015/1993.

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 30 January 2002.

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: 29459/01**

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and KOELSUM JACOBS, First Defendant, ABUBAKA JACOBS, Second Defendant**

In the above matter a sale will be held on Monday, 4 March 2002 at 10:00 am, at the site of: 1 Devon Street, Woodstock, being:

*Erf* 113993, Cape Town at Woodstock, situate in the City of Cape Town, Cape Division, Western Cape Province.

*Measuring:* 134 Square Metres.

*Also known as:* 1 Devon Street, Woodstock.

*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 14% 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 semi-detached dwelling comprising: 3 bedrooms, kitchen, living room, bathroom & toilet.

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

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, Nr. Willie van Schoor & Old Oak Roads, Bellville. Phone: 914-5660. Refer: NED1/0477/H Crous/lr.

**Case No: 3062/2000**

IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

**In the matter between ABSA BANK LIMITED, Execution Creditor, and ADRIAAN J VAN REENEN BOTH A N.O.  
(In his capacity as the trustee of the Lanbull Trust), Execution Debtor**

The following property will be sold in execution by public auction held at:

- (a) H30 Galleon Beach, Pelican Parade, Melkboschstrand, to the highest bidder on Tuesday, 5 March 2002 at 09h00: and
- (b) H5 Galleon Beach, Pelican Parade, Melkboschstrand, on Tuesday, 5 March 2002 at 10h00.



*Description—First Property:*

(a) Section No. 30, as shown and more fully described on Sectional Plan No. SS153/1989 in the scheme known as Galleon Beach in respect of the land and building or buildings situate at Melkboschstrand, in the Municipality of Cape Town, of which section the floor area, according to the said sectional plan, is 36 square metres in extent;

(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 section plan.

(c) Held by Deed of Transfer No. ST15586/1997.

(d) Situate at H30 Galleon Beach, Pelican Parade, Melkboschstrand.

*Description—Second Property:*

(a) Section No. 5, as shown and more fully described on Sectional Plan No. SS153/1989 in the scheme known as Galleon Beach in respect of the land and building or buildings situate at Melkboschstrand, in the Municipality of Cape Town, of which section the floor area, according to the said sectional plan, is 123 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 section plan.

(c) Held by Deed of Transfer No. ST15586/1997.

(d) Situate at H5 Galleon Beach, Pelican Parade, Melkboschstrand.

*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:

*First Property:* "Unit H30" consists of a garage—36 square metres.

*Second Property:* "Unit H5" consists of 3 bedrooms, 2 bathrooms, open plan lounge and dining room, 1 kitchen—123 square metres.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,5% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 29th January 2002.

Buchanan Boyes Attorneys Inc., Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. Tel: 406-9100. Ref: EDW/Mrs Africa/CT1901.

Case No.: 1267/01

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

**In the matter between: THE AFRICAN BANK LTD, Plaintiff, and PATI G MBEKWA, Defendant**

Kindly take notice that pursuant to a Judgment of the above Honourable Court granted on the 15 May 2001 and subsequent Warrant of Execution the following property will be sold in execution at 11h00 on 12 March 2002 at the Magistrate's Court, Paarl.

Erf 2274, Mbekweni, Division of Cape Town, Province of the Western Cape.

*Also known as:* Chris Hani Square, Magugustra, Mbekweni.

*In extent:* 189 (one hundred and eighty nine) square metres.

Held under Title Deed TL45079/1993.

Which property has the following improvements although nothing is guaranteed—Vacant property.

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 29th day of January 2002.

Basson Blackburn Inc, 371 Main Road, Paarl. Tel: (021) 871 1401. PO Box 2524, Paarl, 7620. Ref. ADT/ee/D01147.

To: The Sheriff of the Court.

Case No: 16423/01

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

**In the matter between: FIRSTRAND LIMITED, Plaintiff, and MR EJ MBUQUE, First Defendant**

Be pleased to take notice that the under-mentioned properties will be sold on Thursday, 14 March 2002, at 10h00 a.m. at Mitchell's Plain Court.



*Property 1:* Erf 26511, Khayelitsha—also known as 18 Tugela Avenue, Bongweni, Khayelitsha—Facebrick building, under a tiled roof, fully facebrick fencing, garage, consisting of 3 bedrooms, ceramic tiles, cement/carpet floors, open plan kitchen, lounge, bathroom/toilet, and

*Property 2:* Erf 26614, Khayelitsha—also known as Town Two Cash & Carry, DD17 Town Two, Khayelitsha—Shack.

*Conditions of sale:*

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrate's Court Act and Rules and of the title deed insofar as these are applicable.

2. Payment of 10% deposit in cash or by means of a bank or building society bank guaranteed cheque on signature and the balance on registration of transfer.

3. The full sale conditions may be obtained at the office of the Sheriff of the Court, Mitchell's Plain, phone 383-2181.

Dated at Claremont this 21 day of January 2002.

J van Gend, Coulters Van Gend & Kotze, Plaintiff's Attorneys, 18 Brooke Street, Claremont. Ref: JVG/zhp/020478.

To: The Clerk of the Court, Magistrate's Court, Wynberg.

And to: Mr EJ Mbuqe (Registered Post), 18 Tugela Avenue, Bongweni, Khayelitsha, 7784.

**Case No. 10984/01**

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

**In the matter between: NEDCOR BANK LTD, Execution Creditor, and DAVID MARTINUS GABRIELS and MINA HELENA GABRIELS, Execution Debtors**

In pursuance of a Judgment of the Magistrate's Court of George and a Writ of Execution dated 6 December 2001 in the above matter, a sale in execution will be held on 6 March 2002 11:30 at the Magistrate's Court, York Street, George, described as:

Erf 3949, Pacaltsdorp, in the Municipality of Pacaltsdorp, Division of George (also known as: 11 Protea Street, Pacaltsdorp).

*In extent:* 454 square metres, held by Deed of Transfer No. T.53069/89.

Please take notice that these improvements are reported but not guaranteed.

*Improvements:* 3 bedrooms, 1 bathroom, 1 kitchen, 1 lounge, 1 diningroom.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrate's Courts Act No 32 of 1944 and the Rules promulgated thereunder. The property will be sold voetstoots 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 as to 10% (ten per cent) thereof in cash upon signature of the Conditions of Sale immediately after the property is declared to be sold, and the balance of the purchase price, together with interest thereon at the current rate of interest of 13,5%, from date of sale to date of registration of transfer, which amount is to be secured by an approved Bank or Building Society Guarantee to be delivered within 14 days of the sale.

3. The Purchaser shall pay all costs of registration of the property, arrear rates and taxes, inclusive of any water and electricity charges that the local authority may levy together with the rates and taxes for the current year and auctioneer's fees.

4. Value-Added Tax on the purchase price, unless the Judgment Debtor has furnished to the Auctioneer and the Sheriff, prior to the sale, a statement in writing at the sale of the property would not be a taxable supply if it were to be sold by the Judgment Debtor and stating fully the reasons why the sale of the property by the Judgment Debtor would not be a taxable supply.

5. The full Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court, Wellington Street, George, as well as at the offices of Messrs Raubenheimers Incorporated, 60 Cathedral Street, George.

Dated at George on this 8th day of January 2002.

Raubenheimers Incorporated, per R Engelbrecht, Attorneys for Execution Creditor, 60 Cathedral Street, P O Box 21, George. Tel. (044) 873-2043.

**Saaknommer: 6213/01**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STRAND GEHOU TE STRAND

**In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en G J DIXON, Eksekusieskuldenaar**

Die volgende eiendom sal in eksekusie verkoop word op 14 Maart 2002 om 10:00 te Woonstel 38, Georgestraat, Broadway, Strand aan die hoogste bieder:

*Eiendomsbeskrywing:* Deeltiteleenheid 33, Broadway, Strand, geleë in die Stad Kaapstad, Afdeling Stellenbosch, provinsie Wes-Kaap.

*Groot:* 44 (vier en veertig) vierkante meter, gehou kragtens Akte van Transport No ST2026/01.

*Ook bekend as:* Woonstel 38, Georgestraat, Broadway, Strand.



1. Die volgende verbeteringe word gemeld, maar nie gewaarborg nie: 2 x slaapkamers, oop plan sitkamer & kombuis, 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 bieër vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes:* Die volledige Verkoopsvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Strand op die 24ste dag van Januarie 2002.

Eiser se Prokureurs, Miller Bosman Le Roux, Odeon-Gebou, Kusweg, Strand. Tel: (021) 854-7386. Docex: Docex 1. Verw: J H van Zyl. Lêernr: VA0419.

**Saak No.: 12389/01**

**IN DIE LANDDROSHOF VIR DIE DISTRIK DIE KAAP GEHOU TE KAAPSTAD**

**In die saak tussen: ABSA BANK BEPERK, Eiser, en ANWA MORTA, Verweerder**

In die gemelde saak sal 'n veiling gehou word op 7 Maart 2002 om 10h00 te Ja-Five Woonstelle No. 8, Coronationstraat 133, Maitland:

1. Deel No. 8 soos aangetoon en vollediger beskryf op Deelplan No. SS127/1991, in die skema bekend as Ja-Five, ten opsigte van die grond en gebou of geboue geleë te Maitland, in die Stad Kaapstad van welke deel die vloeroppervlakte, volgens voormelde deelplan 68 vierkante meter groot is; en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken.

Gehou kragtens Transportakte Nr ST15020/2000.

2. 'n Uitsluitlike gebruiksarea beskryf as Parkeer Gebied Nr. P2, groot 14 vierkante meter, synde gedeelte van die gemeenskaplike eiendom, omvattende die grond en die skema bekend as Ja-Five ten opsigte van die grond en gebou of geboue geleë te Maitland, in die Stad Kaapstad en getoon en vollediger beskryf op Deelplan Nr. SS127/1991.

Gehou kragtens Notariële Akte van Sessie Nr SK3657/2000S.

*Beter bekend as:* Ja-Five Woonstel No. 8, Coronationstraat 133, Maitland.

1. *Verbeterings* (nie gewaarborg nie): 'n Eerste Verdieping Woonstel bestaande uit 2 slaapkamers, sitkamer, kombuis, badkamer/toilet.

2. Die volledige veilingsvoorwaardes sal ten tyde van die veiling voorgelees word en voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, en in die kantoor van die ondergetekende en bepaal onder andere dat:

2.1 Die verkoping voetstoots is aan die hoogste bieder.

2.2 Een tiende van die koopprys in kontant betaalbaar is onmiddellik nadat die eiendom as verkoop verklaar is en dat die res met rente teen registrasie van oordrag betaal moet word.

Gedateer te Kaapstad hierdie 11 Januarie 2002.

Marais Muller Ing., Per: TR de Wet, Prokureur vir die Vonnisskuldeiser, 19de Vloer, Cartwrights Corner, Adderleystraat, Kaapstad. Tel: (021) 462 3420 / Faks: (021) 465 2736. Epos: marmu@iafrica.com. Verw: MA Small/edlg/Z02147.

**Case No. 8218/01**

**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. 51/00846/06 (through its NBS Division), Execution Creditor, and LIEBCLIFT PROPERTIES C.C., First Execution Debtor, HENDRICK LEIPOLDT LIEBENBERG, Second Execution Debtor, EVALINE LIEBENBERG, Third Execution Debtor**

In execution of the Judgment of the High Court a sale will be held at the site being 4 Clifton Road, Muizenberg, on 6 March 2002 at 12h00 pm, to the highest bidder:

*Erf:* 94020 Muizenberg.

*Measuring:* Two hundred and eighty five square metres.

*Situate at:* 4 Clifton Road, Muizenberg, 7945.



*Property description:* A brick single storey residential dwelling under a tiled roof comprising of a lounge, study, kitchen, 2 bedrooms, bathroom, shower, toilet, single garage.

*Held by Title Deed:* T9094/98.

1. The sale is subject to the terms and conditions hereunder and 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.

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 15 January 2002.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. Tel: 418 2020. Reference COL/BBS/Z06197.

**Saaknr: 4239/01**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MOSSELBAAI GEHOU TE MOSSELBAAI

**In die saak tussen: ABSA BANK BEPERK, Elser, en SAMANA BAY PROPERTIES CC, Verweerder**

Ter uitvoering van die Vonnis van die Landdroshof te Mosselbaai sal die volgende onroerende eiendom hieronder beskryf op Dinsdag, 5 Maart 2002 om 11h00 by Erf 294, Lynxweg 2, Groot Brakrivier, per publieke veiling in eksekusie verkoop word, naamlik:

Erf 294, Groot Brakrivier, in die Munisipaliteit en Afdeling van Mosselbaai.

Groot: 760 (sewehonderd en sestig) vierkante meter.

Verbeter.

*Verkoopsvoorwaardes:*

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalings van die Wet op Landdroshowe Nr 32 van 1944 soos gewysig, en die voorwaardes van die Titellakte waaronder dit gehou word.

2. Een-tiende van die kooppys moet in kontant of deur middel van 'n Bank gewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag en moet verseker word deur die lewering van 'n Bank- of Bouverenigingswaarborg binne (14) veertien dae na die veilingsdatum.

3. Die Koper is aanspreeklik vir betaling van alle transportkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste.

4. Die verkoping geskied volgens die verdere voorwaardes wat ter insae lê by die kantoor van die Balju, Mosselbaai.

Mnre Erasmus & Moolman, Prokureurs vir Vonniskskuldeiser, Posbus 1580, Hoogstraat 118, Mosselbaai, 6500.

**Case No: 14245/99**

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

**In the matter between NEDCOR BANK LIMITED versus LEVONA LEVATHA SCHOUW**

The following property will be sold in execution by public auction held at Goodwood Court to the highest bidder on Thursday, 7 March 2002 at 10.00 am:

Erf 135605, Cape Town at Bonteheuwel, in extent 103 (One Hundred and Three) Square metres, held by Deed of Transfer T54910/97, Situate at 71A Ironwood Street, Bonteheuwel.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: Asbestos roof, brick walls, lounge, kitchen, 2 bedrooms, bathroom.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 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 15th day of January 2002.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. Tel: 4069100. Ref: Mrs D Jardine/132660.



Case No: 22350/99

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

**In the matter between NEDCOR BANK LIMITED versus ANTON JEREMY ABRAHAMS, MILDRED ABRAHAMS**

The following property will be sold in execution by public auction held at Mitchell's Plain Court, to the highest bidder on Tuesday, 5 March 2002 at 10.00 am:

Erf 29034, Mitchell's Plain, in extent 126 (One Hundred and Twenty Six) Square metres, held by Deed of Transfer T16242/96, Situate at 34 Gully Crescent, Tafelsig, Mitchells Plain.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: Brick building with asbestos roof, fully vibre crete fence, 3 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 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 16th day of January 2002.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town.  
Tel: 4069100. Ref: Mrs D Jardine/135966.

Case No: 15524/01

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

**In the matter between NEDCOR BANK LIMITED versus MOGAMAT NAZROEDIEN FISHER, SHAMIEMA FISHER**

The following property will be sold in execution by public auction held at Goodwood Court to the highest bidder on Thursday, 7 March 2002 at 10.00 am:

Erf 141091, Cape Town at Bonteheuwel, in extent 304 (Three Hundred and Four) Square metres, held by Deed of Transfer T56236/2000, Situate at 27 Als Road, Bonteheuwel.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: Asbestos roof, brick walls, lounge, kitchen, 2 bedrooms, bathroom.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 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 15th day of January 2002.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town.  
Tel: 4069100. Ref: Mrs D Jardine/C22360.

Case No: 13560/01

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

**In the matter between NEDCOR BANK LIMITED versus THE TRUSTEES FOR THE TIME BEING OF THE NESS FAMILY TRUST**

The following property will be sold in execution by public auction held at 13 Dulverton Road, Rondebosch, to the highest bidder on Wednesday, 6 March 2002 at 12 noon:

Erf 98647, Cape Town, in extent 644 (Six Hundred and Forty Four) Square metres, held by Deed of Transfer T47676/1995, Situate at 13 Dulverton Road, Rondebosch.

*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: Single dwelling with brick walls, tiled roof, 4 bedrooms, lounge, diningroom, 2 toilets, 2 bathrooms, 1 garage.



**3. Payment:** Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 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 15th day of January 2002.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town.  
Tel: 4069100. Ref: Mrs D Jardine/C11628.

**Case No. 20994/2001**

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and VALENSHIA JUANNE BAILEY, First Defendant, AZIZA COOK, Second Defendant**

Pursuant to the Judgment of the above Court granted on the 12th November 2001 and a Writ of Execution issued thereafter, the undermentioned property will be sold in execution at 10h00 on Thursday, 7 March 2002 at the Court house being Magistrate's Court, 1st Avenue, Eastridge, Mitchell's Plain to the highest bidder:

Erf 18440, Mitchell's Plain, in the City of Cape Town, Division Cape, Western Cape Province.

*In extent:* 126 (one hundred and twenty six) square metres, held by Deed of Transfer No.: T84124/2000.

*Street address:* 14 Bloemendal Street, Westridge, Mitchell's Plain.

The following improvements are situated on the property, although in this respect nothing is guaranteed:

Facebrick walls, tiled roof, fully vibre-crete fence, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom & toilet.

*Conditions of sale:* 10% of the purchase price and Sheriff of the Magistrate's Court charges in cash or by means of a bank guaranteed cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by Bank guarantee to be furnished within fourteen (14) days from date of sale.

The Conditions of Sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, District of Mitchell's Plain South, 2 Mulberry Way, Strandfontein.

Signed at Cape Town this 16th day of January 2002.

Walkers Inc., Per: B van der Vyver, Plaintiff's Attorneys, 15th Floor, Pleinpark Building, Plein Street, Cape Town.  
(Ref.: BVDV/gm/W05367.)

**Saak No. 596/2001**

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

**In die saak tussen KAAP AGULHAS MUNISIPALITEIT, Eiser, en P WEBER, Verweerder**

Ingevolge 'n vonnis gelewer op 5 Junie 2001, in die Bredasdorp Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 22/03/02 om 11h00 te Kerkstraat 57, Bredasdorp, 7280, aan die hoogste bieder:

*Beskrywing:* 1777, Struisbaai, geleë in die gebied Kaap Agulhas Munisipaliteit, Afdeling Bredasdorp, Provinsie Wes-Kaap.  
Erfnommer 1777, grootte 340,000 sq m.

*Eiendomsadres:* 2de Laan 28, Struisbaai-Noord, 7285.

*Verbeterings:* Eiendom is verbeter met 'n woonhuis.

Soos gehou deur die Skuldenaar kragtens Akte van Transportnommer T53864/1999.

*Vernaamste voorwaardes:* Tien persent (10%) van die koopprijs van die eiendom tesame met die Baljukommissie, moet onmiddellik na die veiling betaal word. Die balans-koopprijs, tesame met rente bereken vanaf datum van verkoping tot die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapwaarborg wat binne veertien (14) dae na die verkoping, ingedien moet word by die Eiser se prokureur.

Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, distrik van Bredasdorp, Kerkstraat, Bredasdorp.

Gedateer te Bredasdorp op 1/2/02.

L le Riche, Luttig & Seun, Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280. (Verw. MVW/Z12942.)

**Case No. 41753/00**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and BERNADINE DIANA JACOBS, Defendant**

In pursuance to a judgment in the above Court and a warrant of execution dated 4 April 2001, the following property will be sold in execution on Friday, 8 March 2002 at 10h00, to the highest bidder at the Wynberg Magistrate's Court:

Erf 121582, Cape Town at Retreat, in extent 285 (two hundred and eighty five) square metres, held by Deed of Transfer No. T62027/00, situate at 44 Herslett Street, Retreat.



*Description:* Single brick dwelling under asbestos roof comprising 2 bedrooms, lounge, bathroom & toilet and a sink and wooden separate entrance.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act, the Rules made thereunder and of the Title Deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten percentum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Magistrate's Court.

Dated at Fish Hoek this the 14th day of January 2002.

S R Boyes, Buchanan Boyes, Plaintiff's Attorneys, 26 First Avenue, Fish Hoek. (Ref. SRB/lc/V47881/25J.)

**Case No. 5817/92**

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  
BETTY NOKWAYINTOMBI TYANDELA, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and a writ of execution dated 10 July 1992 the property listed hereunder will be sold in execution on Thursday, 14 March 2002 at 10h00 held at The Magistrate's Court of Mitchells Plain, be sold to the highest bidder:

*Certain:* Erf 22746, Khayelitsha, situated in the City of Cape Town, Cape Division, Western Cape Province, also known as Stand 22746, Khayelitsha, in extent 113 (one hundred and thirteen) square metres, held by Title Deed No. TL34317/1990.

*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 face brick building under tiled roof partly vibre-crete fencing, consisting of approximately two bedrooms, cement floors, open plan kitchen, lounge, bathroom, toilet, garden.

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 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 14th day of January 2002.

Heyns & Partners Inc., Attorneys for Plaintiff, 68 Vasco Boulevard, Goodwood, 7460. (Ref. A Keet/sst/Z11114.)

**Saak No. 5516/01**

IN DIE LANDDROSHOF VIR DIE DISTRIK SOMERSET WES GEHOU TE SOMERSET WES

**ABSA BANK BEPERK, Eksekusieskuldeiser, en DAVID KOOPMAN, 1ste Eksekusieskuldenaar, en  
ROSELINE KOOPMAN, 2de Eksekusieskuldenaar**

Die volgende eiendom sal in eksekusie verkoop word op 12 Maart 2002 om 10h00 te die Landdroshof, Caledonstraat, Somerset Wes, aan die hoogste bieder:

*Eiendomsbeskrywing:* Erf 3230, Macassar, in die Stad Kaapstad, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 263 (tweehonderd drie en sestig) vierkante meter, gehou kragtens Transportake Nr T15430/1996, ook bekend as Irisweg 61, Macassar.

1. Die volgende verbeteringe word gemeld, maar nie gewaarborg nie: Woning opgerig bestaande uit 3 x slaapkamers, kombuis, sitkamer, badkamer/toilet, enkelmotorhuis, asbesdak.

2.1 Die koopprys moet soos volg betaal word:

2.1.1 'n Deposito van 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 die heersende prima rentekoers (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.

Geteken te Somerset-Wes op die 14de dag van Januarie 2002.

G J Smit, Miller Bosman Le Roux, Prokureur vir Vonnisskuldeiser, ABSA Gebou, Hoofstraat 140, Somerset-Wes. (Verw. mnr G J Smit/ev/GA0092.)

**Case No. 61383/91**

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

**In the matter between NATAL BUILDING SOCIETY LIMITED, Plaintiff, and NKOSINATHI GODFREY MBULI, First Defendant, and NANDIPHA PATIENCE MBULI, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Wynberg and a writ of execution dated 2 January 1992 the property listed hereunder will be sold in execution on Thursday, 14 March 2002 at 10h00 held at The Magistrate's Court of Mitchells Plain, be sold to the highest bidder:

*Certain:* Erf 23702, Khayelitsha, situated in the City of Cape Town, Cape Division, Western Cape Province, also known as Stand 23702, Khayelitsha, in extent 113 (one hundred and thirteen) square metres, held by Title Deed No. TL30676/1990.

*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, facebrick fencing, cement floors, consisting of approximately two bedrooms, bathroom/toilet, kitchen/lounge.

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 14th day of January 2002.

Heyns & Partners Inc., Attorneys for Plaintiff, 68 Vasco Boulevard, Goodwood, 7460. (Ref. A Keet/sst/Z12523.)

**Case No. 59263/91**

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

**In the matter between NATAL BUILDING SOCIETY LIMITED, Plaintiff, and SPEKILE MATIKA, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Wynberg and a writ of execution dated 10 December 1991 the property listed hereunder will be sold in execution on Thursday, 14 March 2002 at 10h00 held at The Magistrate's Court of Mitchells Plain, be sold to the highest bidder:

*Certain:* Erf 19821, Khayelitsha, situated in the City of Cape Town, Cape Division, Western Cape Province, also known as Stand 19821, Khayelitsha, in extent 150 (one hundred and fifty) square metres, held by Title Deed No. TL31843/1989.

*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 two bedrooms, cement floors, open plan kitchen, lounge, bathroom, toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest 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 14th day of January 2002.

Heyns & Partners Inc., Attorneys for Plaintiff, 68 Vasco Boulevard, Goodwood, 7460. (Ref. A Keet/sst/Z12088.)

**Case No. 7817/2001**

**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 ANTHONY SYDNEY BROWN, First Defendant, and CECILIA ELIZABETH BROWN, Second Defendant**

In the above matter a sale will be held in front of the Sheriff's office, 29 Northumberland Road, Bellville on Tuesday 5 March 2002 at 9:00 am being:

Erf 1809, Delft, situated in the City of Cape Town, Cape Division, Western Cape Province, measuring 281 square metres, also known as 31 Roodehek Street, Voorbrug, Delft.



*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 14.00% 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: 2 bedrooms, kitchen, lounge, bathroom and garage.

4. The complete Conditions of Sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at 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.) (Ref. FIR2/0435/H Crous/lr.)

**Saak No. 18532/2001**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

**ABSA BANK BEPERK, Eiser, en PAUL NEWTON THOMPSON, Verweerder**

Die volgende onroerende eiendom word per Openbare veiling verkoop op Maandag, 18 Maart 2002 om 9h00 by die Landdroshof, Kuilsrivier.

Erf 4963, Eersterivier, 381 vierkante meter groot en geleë te Noordweg 54, Statford Green, Eersterivier.

*Verbeterings* (nie gewaarborg nie): Sitkamer, kombuis, drie slaapkamers, badkamer/toilet, motorhuis.

Die veilingvoorwaardes wat van toepassing is sal voor die veiling uitgelees word en is ter insae by die Balju Kuilsrivier 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 28 Januarie 2002.

Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.

**Case No. 36790/01**

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 EDWARD HENRY MULLER, Defendant**

The undermentioned property will be sold in execution by Public Auction at Wynberg Magistrate's Court on 8th March 2002 @ 10:00 am to the highest bidder namely:

1. A Unit consisting of:

(a) Section No. 32 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 situated at Ottery, 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. ST9273/1999.

*Physical address:* 32 Sierra Park, Woodlands Road, Ottery.

*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 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 office of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Cape Town this the 30 January 2002.

T M Chase, per Buchanan Boyes, 4th Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. MRS DIEDERICKS/Z02843.)

**Case No. 2345/98**

IN THE MAGISTRATES COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

**In the matter between: NEDCOR BANK LIMITED versus THE PROPADEAL TRUST**

The following property will be sold in execution by public auction held at Unit 40 Bay View Lodge, cnr Main & Gill Roads, Muizenberg, to the highest bidder on Wednesday, 6 March 2002 at 11:15 am:



Section No. 13 in the scheme known as Bay View Lodge, in extent 40 (forty) square metres, held by Deed of Transfer ST22064/97, situated at Unit 40 Bay View Lodge, cnr Main & Gill Roads, Muizenberg.

*Conditions of sale:*

1. The full and complete conditions of sale which 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: Sectional Title, top floor, consisting of 2 bedrooms, lounge, kitchen, bathroom/toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,00% 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 this the 21st day of January 2002.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, 8 Riebeek Street, Cape Town. (Tel. 40-6911.) (Ref. MRS D. JARDINE/126762.)

**Case No. 35324/01**

IN THE MAGISTRATES COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

**In the matter between: NEDCOR BANK LIMITED versus DAVID CHRISTOPHER EDWARD MOLLER**

The following property will be sold in execution by public auction held at Flat 107, Overbeek, cnr Long/Orange Streets, Gardens, to the highest bidder on Thursday, 7 March 2002 at 12 noon:

Section 11 in the scheme known as Overbeek, in extent 52 (fifty-two) square metres, held by Deed of Transfer ST15328/1992, situated at Flat 107 Overbeek, cnr Long/Orange Streets, Gardens.

*Conditions of sale:*

1. The full and complete conditions of sale which will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished, but not guaranteed: A flat on the 1st floor comprising of one bedroom, kitchen, lounge, bathroom with toilet, a lift, security officer and an intercom system.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,00% 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 this the 23rd day of January 2002.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, 8 Riebeek Street, Cape Town. (Tel. 40-69100.) (Ref. MRS D. JARDINE/C23609.)

**Case No. 14020/01**

IN THE MAGISTRATES COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

**In the matter between: NEDCOR BANK LIMITED versus PADDY'S PAD 1075 CC**

The following property will be sold in execution by public auction held at No. 9 Koosani Avenue, Bantry Bay, to the highest bidder on Tuesday, 5 March 2002 at 11:00 am:

Erf 846, Bantry Bay, in extent 133 (one hundred and thirty-three) square metres, held by Deed of Transfer T31357/1998, situated at No. 9 Koosani Avenue, Bantry Bay.

*Conditions of sale:*

1. The full and complete conditions of sale which 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: Double storey brick building with loft bedroom under tiled roof consisting of 3 bedrooms, open plan kitchen, lounge, 3 bathrooms, double garage.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,00% 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 this the 23rd day of January 2002.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, 8 Riebeek Street, Cape Town. (Tel. 40-69100.) (Ref. MRS D. JARDINE/C06210.)

**Case No. 28236/00**

IN THE MAGISTRATES COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between: NEDCOR BANK LIMITED versus JOSEPH HENDRICKS, and MARIE HENDRICKS**

The following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on Thursday, 7 March 2002 at 10:00 am:



Erf 18026, Mitchells Plain, in extent 125 (one hundred and twenty-five) square metres, held by Deed of Transfer T3868/94, situated at 9 Kaapzicht Close, Westridge, Mitchells Plain.

*Conditions of sale:*

1. The full and complete conditions of sale which 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: Facebrick building, tiled roof, fully vibre-crete fence, carport, 3 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 thereon at the prevailing rate from time to time, currently the rate of 14,00% 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 this the 22nd day of January 2002.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, 8 Riebeek Street, Cape Town. (Tel. 40-69100.) (Ref. MRS D. JARDINE/C07211.)

**Case No. 12119/01**

IN THE MAGISTRATES COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**In the matter between: PROPELL LEVY FINANCE SOLUTIONS (PTY) LTD, Plaintiff, and  
THENJISWA SOPHIE STONGA, Defendant**

The undermentioned property will be sold in execution by Public Auction at 9 Rylands Heights, Jane Avenue Rylands Estate on the 12th March 2002 @ 2:00 pm to the highest bidder, namely:

1. A Unit consisting of:

(a) Section No. 9 as shown and more fully described on Sectional Plan No. SS134/1991 in the scheme known as Rylands Heights in respect of the land and building or buildings situated at Rylands, in the City of Cape Town, of which Section the floor area, according to the said Sectional Plan is 49 (forty-nine) square metres in extent; and

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with participation quota as endorsed on the said sectional plan, held by Deed of Transfer No. ST9655/1997.

*Physical address:* 9 Rylands Heights, Jane Avenue, Rylands.

*Conditions of sale:*

1. The following information is furnished, but not guaranteed, namely: Ground floor flat consisting of 2 bedrooms, kitchen, lounge, toilet and bathroom.

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 office of the Sheriff of the Magistrates Court, Wynberg.

Dated at Cape Town this the 30 January 2002.

T M Chase, per Buchanan Boyes, 4th Floor, Southern Life Centre, 8 Riebeek Street, Cape Town. (Tel. 419-6469.) (Ref. MRS DIEDERICKS/Z01398.)

**Case No. 34036/2001**

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

**In the matter between: NEDCOR BANK LIMITED, Judgment Creditor, and CLIVE EDWARD SMITH,  
1st Judgment Debtor, and RITA SMITH, 2nd Judgment Debtor**

The undermentioned property will be sold in execution at 19 St Timothy Street, Seawinds, Steenberg on 13 March 2002 at 14h30:

Erf 143059, Cape Town at Retreat, in the City of Cape Town, Cape Division, Western Cape Province, in extent 144 (one hundred and forty-four) square metres.

Comprising brick building, asbestos roof, partly fenced, 3 bedrooms, cement floors, separate kitchen, living-room, 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 the Sheriff of the Court for Simon's Town and will be read out by the Auctioneer prior to the Sale.

KG Kemp, per Smuts Kemp & Smal, Plaintiff's Attorney's, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. KG KEMP/LvS/G1171.)



## Case No. 2026/2001

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and NZIMENI WILLIAM SIFILE, Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Ceres on 13 March 2002 at 10h00:

Erf 5228 (previously Erf 92), Nduli, Witzenberg Municipality, Administrative District of Ceres, Western Cape Province also known as 5 Bokoloshe Avenue, Nduli, Ceres, in extent 244 (two hundred and forty four) square metres, comprising dwelling, nothing guaranteed.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrate's Courts Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Ceres 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/G1113.)

## Case No. 85/2001

## IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JAKOBUS VAN RENSBURG RAATS, First Defendant, and MALINDA RAATS, Second Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 24 Penz Street, Heidelberg, at 11:00 am on the 13th day of March 2002, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 6 Kerk Street, Swellendam:

1. Erf 79, Heidelberg, in the Langeberg Municipality, Division Swellendam, Province of the Western Cape, in extent 914 square metres.

2. Erf 80, Heidelberg, in the Langeberg Municipality, Division Swellendam, Province of the Western Cape, in extent 914 square metres and situate at 24 Penz Street, Heidelberg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A main dwelling consisting of a living room, lounge, kitchen, 3 bedrooms and a bathroom with water closet.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 28 January 2002.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St George's Mall, Cape Town, 8001; P O Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax. (021) 423-0510.] (Ref. W D Inglis/cs/S4241/8300.)

## Case No. 249/01

## IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MICHAEL JEFTHA, First Defendant, and VALERIE JEFTHA, Second Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 30 Spoonbill Road, Sea Winds, Retreat, at 12 noon on the 13 day of March 2002 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 131 St. George's Street, Simon's Town:

Erf 124221, Cape Town at Retreat, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 146 square metres and situate at 30 Spoonbill Road, Sea Winds, Retreat.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A main dwelling consisting of a main dwelling consisting of a living room, lounge, kitchen, 3 bedrooms and a bathroom with water closet.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 28 January 2002.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St. George's Mall, Cape Town, 8001; P O Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax. (021) 423-0510.] (Ref. W D Inglis/cs/S4279/8343.)



Case No. 6085/01  
PH 255IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
MARWAAN DAVIDS, Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 19 Titus Street, Paarl, at 10:00 am on the 11th day of March 2002 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 40 Du Toit Street, Paarl:

Erf 20613, Paarl, in the Drakenstein Municipality, Division Paarl, Province of the Western Cape, in extent 182 square metres, and situate at 19 Titus Street, Paarl.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A main dwelling consisting of a living room, lounge, kitchen, 2 bedrooms and a bathroom with water closet.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 28 January 2002.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St. George's Mall, Cape Town, 8001; P O Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax. (021) 423-0510.] (Ref. W D Inglis/cs/S4532/8670.)

Case No. 15054/01

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and JOYCE NTOMBETSHA NKOLWANA, Defendant**

The following property will be sold in execution at the Goodwood Magistrate's Court on the 7th March 2002 at 10h00 to the highest bidder:

Erf 1982, Langa, in the City of Cape Town, Cape Division, Western Cape Province, in extent 150 (one hundred and fifty) square metres, held under Deed of Transfer No. TE90475/1995.

**Street address:** Room 63, Zone 16, Langa.

1. The following improvements are reported, but not guaranteed: A brick walls & asbestos roof dwelling consisting of 1 lounge, 2 bedrooms, 1 kitchen and 1 bathroom.

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 Goodwood 2—Tel (021) 932-7126.

Dated at Cape Town on this 21st day of January 2002.

R B Engela, De Klerk & Van Gend, Plaintiff's Attorneys, ABSA Bank Building, 132 Adderley Street, Cape Town. (Ref. RBE/rt/F261.)

Saak Nr. 1284/2000

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

**In die saak tussen DRAKENSTEIN MUNISIPALITEIT WELLINGTON, Eiser, en J M C BUSSACK, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 06/06/2000 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 14/3/2002 om 10h00 voormiddag aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word. Die veiling sal plaasvind te Landdroskantoor, Jan van Riebeeckstraat, Wellington:

Erf 7113, Wellington, in die gebied van Drakenstein Munisipaliteit, Afdeling Paarl, Provinsie Wes-Kaap, groot 316 vierkante meter, gehou kragtens Transportakte T38063/1995.

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Balju-kommissie betaal word. Die balans-koopprys tesame met rente daarop teen 19% p.j. op die bedrag van Eiser se eis (en ingeval daar enige preferente skuldeiser is, ook die rente wat ten opsigte van sodanige preferente skuldeiser se eis betaalbaar is) vanaf datum van verkoping tot datum van oordrag, betaal moet word teen registrasie van transport. Sodanige bedrag moet verseker word deur 'n waarborg goedgekeur deur die eiser se Prokureur en wat aan hom binne veertien (14) dae na verkoping verskaf moet word.



*Verkoopsvoorwaardes:* Die volledige verkoopsvoorwaardes lê ter insae by die Balju, Mnr RD le Roux, Hoofweg 52, Wellington (Tel. 873-1204.)

Gedateer te Wellington op hierdie 25ste dag van Januarie 2002.

Louw & Schreve, Fonteinstraat 29, Wellington. [Tel. (021) 873-1171.]

Case No. 8106/01  
PH 255

IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ANDREW DAVID TAYLOR, First Defendant, and TRACEYLEE LEIBERUM, Second Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 31 Libra Way, Phoenix, Milnerton, at 11:00 am on the 12th day of March 2002 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, Mandatum House, Barrack Street, Cape Town:

Erf 25144, Milnerton, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 112 square metres, and situate at 31 Libra Way, Phoenix, Milnerton.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 40 square metres main dwelling consisting of a living room, kitchen, 2 bedrooms and a bathroom with water closet.

*Terms:*

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 23 January 2002.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St George's Mall, Cape Town, 8001; P O Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax. (021) 423-0510.] (Ref. W D Inglis/cs/S4188/8235.)

Case No. 4601/01  
PH 255

IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and THE TRUSTEES FOR THE TIME BEING OF THE GEMINI 7 PROPERTY TRUST, Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 5 Spray Road, Bloubergrant at 12 noon on the 12th day of March 2002 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, Mandatum House, Barrack Street, Cape Town:

Erf 8485, Milnerton, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 975 square metres and situate at 5 Spray Road, Bloubergrant.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A main dwelling consisting of a living room, lounge, kitchen, 3 bedrooms and a bathroom with water closet.

*Terms:*

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town the 23rd day of January 2002.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St. George's Mall, Cape Town, 8001; P O Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax. (021) 423-0510.] (Ref. W D Inglis/cs/S4439/8554.)



Case No. 2089/01  
PH 255IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and LOURENS FRANCOIS FEYT, First Defendant, and AMANDA CRYSTAL FEYT, Second Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 9 Apollo Road, Phoenix Park, Phase 2, Milnerton at 10:00 am on the 12th day of March 2002 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, Mandatum House, Barrack Street, Cape Town:

Erf 24953, Milnerton, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 135 square metres and situate at 9 Apollo Road, Phoenix Park, Phase 2, Milnerton.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A main dwelling consisting of a living room, kitchen, 2 bedrooms and a bathroom with water closet.

*Terms:*

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 23 January 2002.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St George's Mall, Cape Town, 8001; P O Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax. (021) 423-0510.] (Ref. W D Inglis/cs/S4365/8451.)

Saak No. 4896/01

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

In die saak tussen **ABSA BANK BEPERK, Eksekusieskuldeiser, en S H SMITH, Eerste Eksekusieskuldenaar, en R SMITH, Tweede Eksekusieskuldenaar**

Die volgende eiendom sal in eksekusie verkoop word op 14 Maart 2002 om 11:00 te Eaglestraat 10, Gordonsbaai, aan die hoogste bieder:

*Eiendomsbeskrywing:* Erf 6658, Gordonsbaai, geleë in die Stad Kaapstad, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 253 (tweehonderd drie en vyftig) vierkante meter, gehou kragtens Akte van Transport No T103640/99, ook bekend as Eaglestraat 10, Gordonsbaai.

1. Die volgende verbeteringe word gemeld, maar nie gewaarborg nie: 2 x slaapkamers, sitkamer, kombuis, 1 x badkamer.

2. 2.1 Die koopprijs 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 koopprijs 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 balanskoopprijs plus rente teen registrasie van transport, op voorwaarde wat 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 verkoopsvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Strand op die 23ste dag van Januarie 2002.

Miller Bosman Le Roux, Eiser se Prokureurs, Odeon-Gebou, Kusweg Strand, Docex: Docex 1. [Tel. (021) 854-7386.] (Verw. J H van Zyl.) (Lêernr: VA0433.)

Saak No. 18410/2001

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

In die saak tussen **ABSA BANK BEPERK, Eiser, en RUDOLPH JOHAN HARTOGH, en KATRINA MARIA HARTOGH, Verweerders**

Die volgende eiendom word per openbare veiling verkoop, op Maandag, 11 Maart 2002 om 09h00 by die bogemelde Hof: Erf 3910, Blue Downs, in die Stad Kaapstad, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 291 (tweehonderd een en negentig) vierkante meter en geleë te Chestnutstraat 16, Hillcrest, Blue Downs.

*Verbeterings* (nie gewaarborg nie): 2 slaapkamers, sitkamer, kombuis, badkamer & toilet.



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.

Gedateer te Bellville hierdie 24ste dag van Januarie 2002.

Bornman & Hayward, High Street VIII, 2de Vloer, Rosenpark, Tygervallei. [Tel. (021) 914-6400.] (Verw. ADK/A RUD-MAN/A0204/0374.)

#### Case No. 524/2001

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

**In the matter between FIRST NATIONAL BANK, a division of FIRSTRAND BANK LTD, Plaintiff, and  
DEREK WALTER KOHLER, Defendant**

In pursuance of a judgment dated 17 September 2001, the property listed hereunder will be sold in execution, on Wednesday, 13 March 2002 at 10h00 at the Magistrate's Court, Nojoli Street, Somerset East to the highest bidder subject to the conditions of sale which may be inspected at the offices of the Sheriff of the Court, 27 Archer Street, Somerset East:

Erf 1190, Somerset East, in the Blue Crane Route Municipality, Division of Somerset East, Province of the Eastern Cape, in extent 4,0181 hectares, held by Deed of Transfer No T107128/98.

Also known as Warlen Court, Somerset East.

The following improvements on the property are reported though in this respect nothing is guaranteed: A single storey brick dwelling with three bedrooms, lounge, dining room, kitchen and bathroom.

*Terms:*

(a) 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (auctioneers) charges up to R30 000,00 (thirty thousand rand) and thereafter 3% (three per cent) to a maximum of R7 000,00 (seven thousand rand) with a minimum of R260,00 (two hundred and sixty rand) in cash at the time of the sale.

(b) The balance against transfer to be secured by a bank or other acceptable guarantee to be furnished to the Plaintiff's Attorneys within 20 (twenty) days from the date of the sale.

Dated at Somerset East this 24th day of January 2002.

Du Preez – Trichardt, Plaintiff's Attorneys, Visser Centre, 12 Nojoli Street, Somerset East, 5850. (Ref. Mr Du Preez/184.)

#### Saak Nr: 524/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SOMERSET OOS GEHOU TE SOMERSET OOS

**In die saak tussen EERSTE NASIONALE BANK 'n AFDELING VAN FIRSTRAND BANK, Eiser, en  
DEREK WALTER KOHLER, Verweerder**

In navolging van 'n vonnis gedateer 17 September 2001 en 'n beslaglegging, sal die volgende onroerende eiendom verkoop word per openbare veiling voor die Landdroskantoor, Nojolistraat, Somerset Oos op Woensdag, 13 Maart 2002 om 10h00:—

Erf 1190, Somerset Oos, in die Blue Crane Route Munisipaliteit, Afdeling van Somerset Oos, Provinsie van die Oos-Kaap, groot 4,0181 hektaar, geleë te Warlen Court, Somerset Oos.

Terwyl geen waarborge gegee word nie, word dit verstaan dat op die eiendom 'n woonhuis bestaande uit 3 slaapkamers, sitkamer, eetkamer, kombuis en badkamer.

Die verkoopsvorwaardes is beskikbaar vir inspeksie by die kantoor van die Balju van die Landdroshof te Archerstraat 27, Somerset Oos.

*Terme:* 10% deposito op die datum van die verkoping, die balans insluitende BTW indien van toepassing, teen registrasie van transport versekureer deur 'n waarborg aanvaar deur die Eiser se prokureurs om verskaf te word binne een-en-twintig (21) dae na die verkoping. Die baljufoeie (5% op die 1ste R30 000,00 en daarna 3% met 'n minimum van R300,00 en 'n maksimum van R7 000,00) is betaalbaar na afloop van die veiling.

Gedateer te Somerset Oos op hede die 24ste dag van Januarie 2002.

Du Preez—Trichardt, Eiser se Prokureurs, Nojolistraat 12/Posbus 19, Somerset Oos, 5850. (Verw: Mnr Du Preez/184.)

#### Case No: 18934/99

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

**In the matter between FIRSTRAND BANK LIMITED, formerly First National Bank of SA Limited, Plaintiff, and  
CEDRIC STANFORD LAWRENCE, First Defendant, and ZELDA LAWRENCE, Second Defendant**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 31st December 1999, the undermentioned property will be sold in execution at The Mitchells Plain Magistrate's Court on Thursday the 7th March 2002 at 10h00:

Erf 44678, Mitchells Plain, situate in the City of Cape Town, Cape Division, Province of Western Cape measuring 302 square metres and held by Deed of Transfer No. T47278/90 comprising of brick building under tiled roof consisting of 2 bedrooms on suite, kitchen, lounge, bathroom and toilet and carport.



and known as 12 Via Appia, Strandfontein, Mitchells Plain.

*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 25th day of January 2002.

T. O. Price, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortreker Road, Parow.

**Case No: 23834/00**

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

**In the matter between CITY OF CAPE TOWN: TYGERBERG ADMINISTRATION, Plaintiff, and  
MANASE NONTSIKELELO ELIZABETH, Defendant**

In pursuance of judgment granted on 29/03/2001, 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 14/03/2002 at 10h00 at Mitchells Plain Court to the highest bidder:

*Description:* Erf 2118 Khayelitsha in the City of Tygerberg Municipality Cape Division, Province of Western Cape also known as 35 Malicrescent B52T1V1 Khayelitsha, Erf 02118, in extent (215) sqm.

*Improvements:* Bric building with asbestos roof, bedroom, cement floors, kitchen.

Held by the Defendant in his name under Deed of Transfer No. T92904/96;

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 15.5% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 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 Durbanville this 21 January 2002.

E C Jearey, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, M5 Place, 2A Hibiscus Rd, Durbanville, 7550; P O Box 606, Sanlamhof, 7532. [Tel: (021) 976-0966.] (Ref: ECJ/cb/C0500/1125.)

**Case No. 6104/97**

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

**In the matter between ABSA BANK LIMITED, Execution Creditor, and AUBREY TREVOR KEITH SCHEEPERS,  
First Execution Debtor, JANICE GLENDA SCHEEPERS, second Execution Debtor**

In pursuance of a judgment in the above Honourable Court dated 13th January 1998, the following property will be sold in execution on the 13th day of March 2002 at 09h00 at 1 Heide Street, Malmesbury to the highest bidder in terms of the following conditions and any other conditions which may be read by the Sheriff at the sale:-

Erf 3803, Malmesbury, situate in the Swartland Municipality, Division Malmesbury, Western Cape Province measuring 409 m<sup>2</sup> (1 Heide Street, Malmesbury) consisting of a dwelling house with 2 bedrooms, lounge/diningroom, kitchen and bathroom.

*Conditions of sale:*

The property will be sold in terms of the conditions of the Magistrate's Court Act (Act 32 of 1944), the conditions of the current title deed and payment to the Sheriff of his fees, auctioneers fees and 10% of the purchase price in cash or by bank guaranteed cheque at the time of sale. The balance of the purchase price, together with interest thereon at the rate of 19% per annum as from date of sale to date of transfer to be secured by a Bank guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff within fourteen days of the date of sale. The Purchaser must pay all transfer costs, municipal or sectional title rates and levies to the transferring attorneys Conditions of sale can be inspected at the Office of the Sheriff of the abovenamed Court.

Dated at Durbanville on this the 12th day of February 2002.

C F J Ackermann, for Buchannan Boyes, Plaintiff's Attorneys, 2nd Floor, 5 High Street, Rosenpark, Bellville. [Tel: (021) 914-1070.] (Ref: CFJA/Esmé/U01919.)



Saak No: 2014/99

## IN DIE LANDDROSHOF VREDENBURG GEHOU TE VREDENBURG

**In die saak tussen J J JEFTHAS, Eiser, en A CAROLUS, Verweerder**

Ingevolge 'n Vonnis van die Landdroshof van die distrik van Vredenburg gedateer 11 Augustus 1999 en 'n Lasbrief vir Eksekusie, sal die volgende eiendom in eksekusie verkoop word op Woensdag, 6 Maart 2002, te Erf 673, Ammaryllisstraat 40, Laingville, St Helenabaai om 11h00.

*Erf:* Erf 673, Ammaryllisstraat 40, Laingville, St Helenabaai, groot 459 (vier honderd nege en vyftig) vierkante meter.

*Eiendom:* Erf 673 Ammaryllisstraat 40, Laingville St Helenabaai.

*Woonhuis bestaan uit:* Sement steen woonhuis met asbes dak, kombuis, waskamer, sit/eetkamer, 3 slaapkamers, 1 badkamer.

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 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 koper se aandag gebring, maar niks word gewaarborg nie:

Voorwaardes kan nagesien word by die kantore van die Balju Vredenburg, en sal uitgelees word voor die verkoping.

Geteken te Vredenburg op hierdie 12de dag van Februarie 2002.

Gys Louw & Vennote Ing, HG Madeleyn, Hoofstraat 6, Vredenburg.

Saaknr: 12287/01

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

**In die saak tussen FARIED SALIE FAMILY INVESTMENTS CC, Eiser, en JOYCE WAGMAN, Verweerder**

In uitvoering van 'n vonnis in bogenoemde Agbare Hof gedateer 7 November 2001 en 'n Lasbrief vir Eksekusie wat daarna uitgereik is, sal die ondergemelde vaste eiendom per Openbare Veiling verkoop word op Vrydag 8 Maart 2002, om 10h00, by die betrokke erf, naamlik:

*Beskrywing:* Erf 19570 George, in die Munisipaliteit en Administratiewe Distrik van George, Provinsie Wes-Kaap, groot 507 (vyfhonderd en sewe) vierkante meter.

*Adres:* Hurterstraat 51, Rosemoor, George.

*Verbeterings:* Nuwe woning steen en sement onder asbes bestaande uit: 2 slaapkamers, sitkamer, kombuis en badkamer.

Die verkoping is onderhewig aan die bepalings en voorskrifte van die Landdroshowe Wet en die Reëls wat op gemelde Wet van toepassing is en onder andere die volgende voorwaardes:

1. Die Koper sal 'n deposito van 10% van die koopprijs in kontant betaal op die dag van die verkoping en die balans op datum van registrasie van transport en sal 'n bank- of bougenootskapwaarborg aan die Geregsbode voorsien binne 14 dae na die datum van die verkoping, wat deur die Eiser se prokureurs goedgekeur moet word.

2. Die Koper sal verantwoordelik wees vir betaling van rente teen die prima uitleenkoers soos ehef deur ABSA Bank van tyd tot tyd per jaar op die koopprijs vanaf die datum van verkoping tot die datum van transport, onderhewig aan die Eiser se reg in terme van die verband om die rentekoers te verhoog.

3. Die oordrag sal waargeneem word deur die prokureurs vir die Eiser en die Koper sal verantwoordelik wees vir betaling van alle koste van transport registrasie insluitende hereregte, belasting en enige ander koste wat van toepassing sal wees om registrasie van transport te bewerkstellig, asook die toepaslike Belasting op Toegevoegde Waarde ooreenkomstig Wet 8 van 1991 soos gewysig.

4. Die volledige Verkoopvoorwaardes is beskikbaar by die Balju, Wellingtonstraat, George en by die Klerk van die Hof Landroshofkantore, George, waar dit onder bovermelde saaknommer geliasseer is asook by G W van Niekerk, Stadcogebou, Yorkstraat 126, George.

Gedateer te George hierdie 6de dag van Februarie 2002.

*Afslaer:* G W van Niekerk, Stadcogebou, Yorkstraat 126, George. [Telefoon: (044) 8741937.] (Faksimilee: (044) 8734937.)

Case No: 20105/99

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

**In the matter between NEDCOR BANK LIMITED versus NOMVUYO MARY MZILIKAZI**

The following property will be sold in execution by Public Auction held at Mitchell's Plain Court, to the highest bidder on Wednesday, 3 April 2002 at 10.00 am:

Erf 24333, Khayelitsha.

*In extent:* 338 (three hundred and thirty eight) square metres.

Held by Deed of Transfer T31924/1993.

*Situate at:* 2A Starlight Walk, Khayelitsha.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.



2. The following information is furnished but not guaranteed: Brick building with tiled roof, garage, 3 bedrooms, cement/carpet floors, kitchen, lounge, dining room, bathroom, toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,00% 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 7th day of February 2002.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. Tel: 4069100. Ref: Mrs D Jardine/134324.

**Case No: 25370/01**

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

**In the matter between: OVERBEEK BODY CORPORATE, Plaintiff, and MR ABIE NICO MOUTON, Defendant**

The following property will be sold in execution to the highest bidder at an auction to be held at 11h00 on Thursday the 7th day of March 2002, on site:

Section No: 38 as shown and more fully described on Sectional Plan No SS55/1983, in the Scheme known as Overbeek in respect of the land and building or buildings situate at Gardens in the City of Cape Town of which section the floor area, according to the said sectional plan is 53 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. ST. 11828/1993 dated 28 September 1993.

*Situate at:* 502 Overbeek, 10 Orange Street, Cape Town.

The following improvements are reported but not guaranteed: 1 Bedroom, toilet/bathroom, kitchen and lounge.

1. *Payment:* Ten percent (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate calculated on the Plaintiff's claim from the date of sale to the date of transfer, as also interest on any claim preferent to that of the Plaintiff) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 business days of the date of sale.

2. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

3. *Conditions:* The full Conditions of Sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff, Cape Town and at the offices of the Plaintiff's Attorneys.

Dated at Cape Town this 6th day of February 2002.

Schneider Galloon Reef & Co., Attorneys for Plaintiff, 3rd Floor, 47 On Strand, Strand Street, Cape Town. Tel: 4233531. (Ref: D S Reef/JB/OV20.)

To: The Sheriff of the Court, Cape Town.

And to: All interested parties.

**Saaknr 21465/1999**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen: DIE STAD KAAPSTAD-TYGERBERG ADMINISTRASIE, Eiser, en H ALARD, Verweerder**

Ingevolge 'n vonnis verkry op 20 Oktober 1999 in die Hof van die Landdros te Bellville en 'n Lasbrief tot Eksekusie daarna uitgereik, sal die ondervermelde onroerende eiendom op Dinsdag, 5 Maart 2002 om 09:00 te Bellville Balju Kantoor, p/a Northumberlandstraat 29, Bellville, voetstoots aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 3817, Delft, geleë in die gebied van die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap.

Groot: 297 vierkante meter.

Gehou kragtens Transportakte Nr T3624/1994; en ook bekend as Tontelsingel 16, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 3 Slaapkamers, sitkamer, kombuis, badkamer, toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel 948 8326).

*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 15,50% 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 24ste dag van Januarie 2002.

Aan: Die Balju van die Landdroshof, Bellville.

C. Esterhuizen, Du Preez Van der Merwe Ingelyf, Prokureurs van Eiser, H/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530. Tel: (021) 948 8975/6. [Verw: CE/mh/MA717.]



Saaknr 11245/2000

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

**In die saak tussen: DIE STAD KAAPSTAD-TYGERBERG ADMINISTRASIE, Eiser, en Y ABRAHAMS, Verweerder**

Ingevolge 'n vonnis verkry op 6 September 2000 in die Hof van die Landdros te Bellville en 'n Lasbrief tot Eksekusie daarna uitgereik sal die ondervermelde onroerende eiendom op Dinsdag, 5 Maart 2002 om 09:00 te Bellville Baljukantoor, p/a Northumberlandstraat 29, Bellville, voetstoots aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf 3379, Delft, geleë in die gebied van die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap.

Groot: 264 vierkante meter.

Gehou kragtens Transportakte Nr T70986/1994; en ook bekend as Ramenasplein 7, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 2 Slaapkamers, sitkamer, kombuis, badkamer, toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel 948 8326).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 24ste dag van Januarie 2002.

C. Esterhuizen, Du Preez Van der Merwe Ingelyf, Prokureurs van Eiser, H/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530. Tel: (021) 948 8975/6. [Verw: CE/mh/MA796.]

Aan: Die Balju van die Landdroshof, Bellville.

Saaknr 17138/1999

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

**In die saak tussen: DIE STAD KAAPSTAD-TYGERBERG ADMINISTRASIE, Eiser, en W SOLOMONS, Verweerder**

Ingevolge 'n vonnis verkry op 20 Oktober 1999 in die Hof van die Landdros te Bellville en 'n Lasbrief tot Eksekusie daarna uitgereik sal die ondervermelde onroerende eiendom op 5 Maart 2002 om 09:00 te Bellville Baljukantoor, p/a Northumberlandstraat 29, Bellville, voetstoots aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf 4310, Delft, geleë in die gebied van die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap.

Groot: 242 vierkante meter.

Gehou kragtens Transportakte Nr T48336/1994; en ook bekend as Pokkiesdoringsingel 23, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 3 Slaapkamers, sitkamer, kombuis, badkamer/toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel 948 8326).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 24ste dag van Januarie 2002.

C. Esterhuizen, Du Preez Van der Merwe Ingelyf, Prokureurs van Eiser, H/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530. Tel: (021) 948 8975/6. [Verw: CE/mh/MS1328.]

Aan: Die Balju van die Landdroshof, Bellville.

Saaknr 19195/2000

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

**In die saak tussen: DIE STAD KAAPSTAD-TYGERBERG ADMINISTRASIE, Eiser, en P D AVENANT, Verweerder**

Ingevolge 'n vonnis verkry op 6 September 2000 in die Hof van die Landdros te Bellville en 'n Lasbrief tot Eksekusie daarna uitgereik sal die ondervermelde onroerende eiendom op 5 Maart 2002 om 09:00 te Bellville Baljukantoor, p/a Northumberlandstraat 29, Bellville, voetstoots aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf 2502, Delft, geleë in die gebied van die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap.

Groot: 420 vierkante meter.

Gehou kragtens Transportakte Nr T94667/1994; en ook bekend as Hoofweg 277, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 2 Slaapkamers, sitkamer, kombuis, badkamer/toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel 948 8326).



**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 24ste dag van Januarie 2002.

C. Esterhuizen, Du Preez Van der Merwe Ingelyf, Prokureurs van Eiser, H/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530. Tel: (021) 948 8975/6. [Verw: CE/mh/MA659.]

Aan: Die Balju van die Landdroshof, Bellville.

**Saaknr 20992/1999**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen: DIE STAD KAAPSTAD-TYGERBERG ADMINISTRASIE, Eiser, en H H VELDSMAN, Verweerder**

Ingevolge 'n vonnis verkry op 13 Junie 2000 in die Hof van die Landdros te Bellville en 'n Lasbrief tot Eksekusie daarna uitgereik sal die ondervermelde onroerende eiendom op 5 Maart 2002 om 09:00 te Bellville Baljukantoor, p/a Northumberlandstraat 29, Bellville, voetstoots aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf 4749, Delft, geleë in die gebied van die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap.

Groot: 273 vierkante meter.

Gehou kragtens Transportakte Nr T66099/1994; en ook bekend as Dullesweg 38, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 2 Slaapkamers, sitkamer, kombuis, badkamer/toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel 948 8326).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 24ste dag van Januarie 2002.

C. Esterhuizen, Du Preez Van der Merwe Ingelyf, Prokureurs van Eiser, H/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530. Tel: (021) 948 8975/6. [Verw: CE/mh/MMV2212.]

Aan: Die Balju van die Landdroshof, Bellville.

**Saaknr 37295/2000**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen: DIE STAD KAAPSTAD-TYGERBERG ADMINISTRASIE, Eiser, en M N BAVUMA, Verweerder**

Ingevolge 'n vonnis verkry op 15 Desember 2000 in die Hof van die Landdros te Bellville en 'n Lasbrief tot Eksekusie daarna uitgereik sal die ondervermelde onroerende eiendom op 7 Maart 2002 om 09:00 te Bellville Baljukantoor, p/a Northumberlandstraat 29, Bellville, voetstoots aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf 12332, Delft, geleë in die gebied van die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap.

Groot: 195 vierkante meter.

Gehou kragtens Transportakte Nr T19024/1999; en ook bekend as Duparcstraat 2, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 1 Slaapkamer, kombuis, badkamer, toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel 948 8326).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 24ste dag van Januarie 2002.

C. Esterhuizen, Du Preez Van der Merwe Ingelyf, Prokureurs van Eiser, H/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530. Tel: (021) 948 8975/6. [Verw: CE/mh/MB1379.]

Aan: Die Balju van die Landdroshof, Bellville.



Saaknr 38285/2000

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

**In die saak tussen: DIE STAD KAAPSTAD—TYGERBERG ADMINISTRASIE, Eiser, en B BUSUKA, Verweerder**

Ingevolge 'n vonnis verkry op 15 Desember 2000 in die Hof van die Landdros te Bellville en 'n lasbrief tot Eksekusie daarna uitgereik sal die ondervermelde onroerende eiendom op 7 Maart 2002 om 09:00 te Bellville Baljukantoor, p/a Northumberlandstraat 29, Bellville, voetstoots aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf 12334, Delft, geleë in die gebied van die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap.

Groot: 160 vierkante meter.

Gehou kragtens Transportakte Nr T19061/1999; en ook bekend as Duparcstraat 6, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 1 Slaapkamer, sitkamer, kombuis, badkamer, toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel 948 8326).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaaers- 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 28ste dag van Januarie 2002.

C. Esterhuizen, Du Preez Van der Merwe Ingelyf, Prokureurs van Eiser, H/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530. Tel: (021) 948 8975/6. [Verw: CE/mh/MB1380.]

Aan: Die Balju van die Landdroshof, Bellville.

Saak Nr. 37296/2000

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

**In die saak tussen DIE STAD KAAPSTAD—TYGERBERG ADMINISTRASIE, Eiser, en N P BENGU, Verweerder**

Ingevolge 'n vonnis verkry op 15 Desember 2000 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde onroerende eiendom op 7 Maart 2002 om 09:00 te Bellville Baljukantoor, p/a Northumberlandstraat 29, Bellville, voetstoots aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf 12278, Delft, geleë in die gebied van die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 217 vierkante meter, gehou kragtens Transportakte Nr T20628/1999; en ook bekend as Arnestraat 21, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 1 slaapkamer, kombuis, badkamer, toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaaers- 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 28ste dag van Januarie 2002.

Aan: Die Balju van die Landdroshof, Bellville.

C Esterhuizen, vir Du Preez Van der Merwe Ingelyf, Prokureurs van Eiser, h/v Frans Conradierylaan & Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw. CE/mh/MB1381.)

Saak Nr. 38316/2000

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

**In die saak tussen DIE STAD KAAPSTAD—TYGERBERG ADMINISTRASIE, Eiser, en V BABA, Verweerder**

Ingevolge 'n vonnis verkry op 15 Desember 2000 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde onroerende eiendom op 7 Maart 2002 om 09:00 te Bellville Baljukantoor, p/a Northumberlandstraat 29, Bellville, voetstoots aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf 13474, Delft, geleë in die gebied van die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot—nie beskikbaar nie, gehou kragtens Transportakte Nr 22644/1999; en ook bekend as Fallastraat 18, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 1 slaapkamer, kombuis, badkamer, toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).



**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 28ste dag van Januarie 2002.

Aan: Die Balju van die Landdroshof, Bellville.

C Esterhuizen, vir Du Preez Van der Merwe Ingelyf, Prokureurs van Eiser, h/v Frans Conradierylaan & Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw. CE/mh/MB1383.)

**Saak Nr. 21364/1999**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen DIE STAD KAAPSTAD—TYGERBERG ADMINISTRASIE, Eiser, en B J WITBOOI, Verweerder**

Ingevolge 'n vonnis verkry op 23 Mei 2000 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde onroerende eiendom op 7 Maart 2002 om 09:00 te Bellville Baljukantoor, p/a Northumberlandstraat 29, Bellville, voetstoots aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 5146, Delft, geleë in die gebied van die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 220 vierkante meter, gehou kragtens Transportakte Nr T3088/1994; en ook bekend as Buffalosingel 18, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 2 slaapkamers, sitkamer, kombuis, badkamer, toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 28ste dag van Januarie 2002.

Aan: Die Balju van die Landdroshof, Bellville.

C Esterhuizen, vir Du Preez Van der Merwe Ingelyf, Prokureurs van Eiser, h/v Frans Conradierylaan & Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw. CE/mh/MW515.)

**Case No: 13466/01**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and RHOWHELN MARK RHOODE, 1st Defendant and PETROMIEN WILLONEL RHOODE, 2nd Defendant**

The following property will be sold in execution at the Kuils River Magistrate's Court on the 11th March 2002 at 9h00 to the highest bidder:

Erf 297 Rustdal, in the City of Cape Town, Stellenbosch Division, Western Cape Province, in extent 712 (seven hundred and twelve) square metres, held under Deed of Transfer No T48841/1996.

**Street address:** 6 Wilge Lane, Rustdal, Blackheath.

1. The following improvements are reported, but not guaranteed: A tiled roof dwelling consisting of: Open plan lounge, dining room & kitchen, 3 bedrooms, 1½ bathroom, single garage & swimming pool.

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 4th day of February 2002.

C A Albertyn, for De Klerk & Van Gend, Plaintiff's Attorneys, ABSA Bank Building, 132 Adderley Street, Cape Town. (Ref: CA/rt/F200.)



Saaknr: 44156/2000

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

**In die saak tussen DIE STAD KAAPSTAD—TYGERBERG ADMINISTRASIE, Eiser, en N E ZINTO, Verweerder**

Ingevolge 'n vonnis verkry op 5 Februarie 2001 in die Hof van die Landdros te Bellville en 'n Lasbrief tot Eksekusie daarna uitgereik sal die ondervermelde onroerende eiendom op 7 Maart 2002 om 09:00 te Bellville Baljukantoor, p/a Northumberlandstraat 29, Bellville, voetstoots aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf 13068, Delft geleë in die gebied van die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 153 vierkante meter, gehou kragtens Transportakte Nr T72199/1999, en ook bekend as Nielsenstraat 35, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 1 slaapkamer, kombuis, badkamer, toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel 948 8326).

**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 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:**

Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 28ste dag van Januarie 2002.

Per C Esterhuizen, vir Du Preez van der Merwe Ingelyf, Prokureurs van Eiser, h/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530. [Tel: (021) 948-8975/6.] (Verw: CE/mh/MZ61.)

Aan: Die Balju van die Landdroshof, Bellville.

Saaknr: 18008/1999

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

**In die saak tussen DIE STAD KAAPSTAD—TYGERBERG ADMINISTRASIE, Eiser, en I P WARD, Verweerder**

Ingevolge 'n vonnis verkry op 19 Oktober 1999 in die Hof van die Landdros te Bellville en 'n Lasbrief tot Eksekusie daarna uitgereik sal die ondervermelde onroerende eiendom op 7 Maart 2002 om 09:00 te Bellville Baljukantoor, p/a Northumberlandstraat 29, Bellville, voetstoots aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf 2419, Delft, geleë in die gebied van die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 190 vierkante meter, gehou kragtens Transportakte Nr T71026/1994 en ook bekend as Astersingel 6, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 2 slaapkamers, sitkamer, kombuis, badkamer, toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel 948-8326).

**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 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:**

Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 28ste dag van Januarie 2002.

Per C Esterhuizen, vir Du Preez Van der Merwe Ingelyf, Prokureurs van Eiser, h/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530. [Tel: (021) 948-8975/6.] (Verw: CE/mh/MW509.)

Aan: Die Balju van die Landdroshof, Bellville.

Saaknr. 44180/2000

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

**In die saak tussen: DIE STAD KAAPSTAD—TYGERBERG ADMINISTRASIE, Eiser, en N. TSITSA, Verweerder**

Ingevolge 'n vonnis verkry op 19 Januarie 2001 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde onroerende eiendom op 7 Maart 2002 om 09:00 te Bellville Baljukantoor, p/a Northumberlandstraat 29, Bellville, voetstoots aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf 12125, Delft, geleë in die gebied van die stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 160 vierkante meter. Gehou kragtens Transportakte Nr. T69566/1999, en ook bekend as Griegstraat 27, Delft.



Die volgende inligting word verstrek, maar nie gewaarborg nie: 1 Slaapkamers, kombuis, badkamer, toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326.)

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die eiser, dan ook die rente betaalbaar op sodanige vordering (maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 28ste dag van Januarie 2002.

Aan: Die Balju van die Landdroshof, Bellville.

C. Esterhuizen, vir Du Preez Van der Merwe Ingelyf, Prokureur van Eiser, hoek van Frans Conradie Rylaan en Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw: CE/mh/MT695.)

**Saaknr. 44209/2000**

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

##### **In die saak tussen: DIE STAD KAAPSTAD—TYGERBERG ADMINISTRASIE, Eiser, en H M TOTWANA, Verweerder**

Ingevolge 'n vonnis verkry op 19 Januarie 2001 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde onroerende eiendom op 7 Maart 2002 om 09:00 te Bellville Baljukantoor, p/a Northumberlandstraat 29, Bellville, voetstoots aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 12688, Delft, geleë in die gebied van die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 160 vierkante meter, gehou kragtens Transportakte Nr T71005/1999, en ook bekend as Beriostraat 48, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 1 slaapkamer, kombuis, badkamer, toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 28ste dag van Januarie 2002.

Aan: Die Balju van die Landdroshof, Bellville.

C. Esterhuizen, Du Preez Van der Merwe Ingelyf, Prokureurs van Eiser, hoek van Frans Conradie Rylaan en Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw: CE/mh/MT680.)

**Case No. 7232/01**

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

##### **In the matter between: ABSA BANK LIMITED, Execution Creditor, and TINANA LUCKMAN KOKOLO N.O., Execution Debtor**

In pursuance of a judgment in the above Honourable Court dated 15 June 2001, the following property will be sold in execution on 18 March 2002 at 10h00 at Goodwood Court to the highest bidder in terms of the following conditions and any other conditions which may be read by the Sheriff at the sale:

Erf 112724, Cape Town at Cape Flats, City of Cape Town, Cape Division, Western Cape Province measuring 695 m<sup>2</sup> (1 Downing Street, Friesland Crescent, Montana) consisting of a dwelling of brick under asbestos roof with lounge, kitchen, 3 bedrooms, 1 bathroom, separate toilet, servants quarters and garage.

**Conditions of sale:** The property will be sold in terms of the conditions of the Magistrate's Court Act (Act 32 of 1944), the conditions of the current title deed and payment to the Sheriff of his fees, auctioneers fees and 10% of the purchase price in cash or by bank guaranteed cheque at the time of sale. The balance of the purchase price together with interest thereon at the rate of 14,5% per annum as from date of sale to date of transfer to be secured by a bank guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff within fourteen days of the date of sale. The purchaser must pay all transfer costs, municipal or sectional title rates and levies to the transferring attorneys. Conditions of sale can be inspected at the office of the Sheriff of the above-named Court.

Dated at Durbanville on this 31st day of January 2002.

C. F. J. Ackermann, for Buchanan Boyes, Plaintiff's Attorneys, 2nd Floor, 5 High Street, Rosenpark, Bellville. [Tel. (021) 914-1070.] (Ref. CFJA/Esmé/U01765.)



Case No. 14584/01

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

**In the matter between: STRONG TRADING CC t/a EXQUISITE BATHROOMS, Judgment Creditor, and  
MOHAMED ARRIES KADER, Judgment Debtor**

In pursuance of a Judgment of the Magistrate's Court of Wynberg and Writ of Execution dated 15 May 2001, the property listed hereunder, and commonly known as Erf 5246, Langebaan aka Asteria Avenue, Paradise Beach, Langebaan, will be sold in Execution at the premises on Monda, 11 March 2002 at 10h00 to the highest bidder:

Erf 5246, Langebaan, in the Municipality of Saldanha Bay, Cape Division, Western Cape Province, extent 360 (three hundred and sixty) square metres, held under Deed of Transfer No. T81418/2000.

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

*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 out immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, No. 4 Meul Street, Moorreesburg.

Dated at Cape Town on 30 January 2002.

Cliffe Dekker Inc., Attorneys for Judgment Creditor, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. COLL/G HENDRICKS/230477.)

Saak No. 44174/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen: DIE STAD KAAPSTAD - TYGERBERG ADMINISTRASIE, Eiser, en S N TOLA, Verweerder**

Ingevolge 'n vonnis verkry op 19 Januarie 2001 in die Hof van die Landdros te Bellville en 'n lasbrief tot Eksekusie daarna uitgereik sal die ondervermelde onroerende eiendom op 7 Maart 2002 om 09:00 te Bellville Baljukantoor, p/a Northumberlandstraat 29, Bellville, voetstoots aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf 12456, Delft, geleë in die gebied van die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 166 vierkante meter, gehou kragtens Transportakte Nr. T21440/1999, en ook bekend as Cavallistraat 23, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 1 slaapkamer, kombuis, badkamer, toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

*Betaalvoorwaardes:* Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

*Verkoopsvoorwaardes:* 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 28ste dag van Januarie 2002.

C Esterhuizen, per Du Preez van der Merwe Ingelyf, Prokureurs van Eiser, h/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw. CE/mh/MT628.)

*Aan:* Die Balju van die Landdroshof, Bellville.

Saak No. 7091/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN OUTDSHOORN GEHOU TE OUTDSHOORN

**In die saak tussen: MILLERS ING. Eiser, en JOHN STEPHEN DOUW, Verweerder**

Ingevolge 'n vonnis toegestaan deur die Landdroshof Oudtshoorn op 26 Januarie 2001 en 'n Lasbrief vir Eksekusie uitgereik te Oudtshoorn, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieder op die 8ste dag Maart van 2002 om 10:00 op die perseel, naamlik:

Erf 5720, in die Munisipaliteit en Afdeling van Oudtshoorn, groot 727 vierkante meter, gehou kragtens Transportakte Nr. T4159/1981, ook bekend as Randstraat 48A, Oudtshoorn.

*Voorwaardes van verkoping:*

1. Die verkoping sal onderhewig wees aan die bepalings van die wet op landdroshowe, die Reëls daaronder uitgevaardig en ook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie:

3. *Terme:* 10% van die koopprys in kontant van die dag van verkoping en die balans teen registrasie van transport om verseker te word deur bank of bougenootskap of ander aanvaarbare waarborg wat gelewer moet word binne 14 dae vanaf datum van verkoping.

Die Koper sal, op die dag van verkoping, afslaersgelde betaal, addisioneel tot die deposito hierbo uiteengesit.



4. **Voorwaardes:** Die volledige voorwaardes welke onmiddellik voor die verkoping deur die afslaer uitgelees sal word, sal ter insae lê by die kantoor van die Eiser se Prokureurs, en die kantoor van die Balju, Oudtshoorn.

Gedateer te Oudtshoorn hierdie 23ste dag van Januarie 2002.

Matthis & Matthis, Prokureurs vir Eiser, Kerkstraat 57; Posbus 152, Dx 4, Oudtshoorn. [Tel. (044) 272-6177.] (Verw. C HANEKOM/ya/M24.)

**Saaknommer: 1499/2000**

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA  
(Kaap die Goeie Hoop - Provinsiale Afdeling)

**In die saak tussen: CHARMAINE JENNIFER DANIELS, Eiseres, en REAGAN BRUCE DANIELS, Verweerder**

Ter uitvoering van 'n uitspraak in die Hooggeregshof van Suid-Afrika, Kaap die Goeie Hoop Provinsiale Afdeling, gedateer 30 Maart 2001, en lasbrief tot Uitwinning, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 8 Maart 2002 om 10h00 op die perseel aan die hoogste bieder:

**Sekere:** Erf 14297, Strand, geleë in die Stad Kaapstad, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 400 vierkante meter, gehou kragtens Transportakte Nr. T74967/1994, ook bekend as Farlowweg 34, Strand.

1. Die verkoping sal onderhewig wees aan die bepalinge en voorwaardes van die Hooggeregshof van Suid-Afrika, die Reëls daarvolgens uitgevaardig en van die toepaslike Titelaktes van die eiendom en die eiendom sal, onderhewig aan die voorafgaande, aan die hoogste bieder verkoop word.

2. **Betaling:** Tien (10%) persent van die koopprys sal in kontant betaal word ten tyde van die verkoping, en die volle balans daarvan, tesame met rente, teen die heersende koers van 14,5% centum per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en ingeval daar enige voorkeur skuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van oordrag, welke bedrag verseker moet word deur 'n goedgekeurde waarborg van 'n Bank of Bougenootskap wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

3. **Voorwaardes:** Die volledige Verkoopsvoorwaardes sal onmiddellik voor die verkoping voorgelees word en ter insae in die kantoor van die Balju.

Geteken te Strand hierdie 1ste dag van Februarie 2002.

Leon Frank, toegelaat as Prokureur met die reg om te verskyn in die Hooggeregshof, Len Frank & Vennote, Eiseres se Prokureur per Leon Frank, Frankgebou, Picklestraat 1, Strand, p/a C K Friedlander, Shandling & Volks, Kortmarkstraat 54, 8ste Vloer, Groentemark, Plein, Kaapstad.

**Saak No. 22324/1999**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen: DIE STAD KAAPSTAD - TYGERBERG ADMINISTRASIE, Eiser, en K FRIESLAAR, Verweerder**

Ingevolge 'n vonnis verkry op 18 Mei 2000 in die Hof van die Landdros te Bellville en 'n Lasbrief tot Eksekusie daarna uitgereik sal die ondervermelde onroerende eiendom op Dinsdag, 5 Maart 2002 om 09:00 te Bellville Baljukantoor, p/a Northumberlandstraat 29, Bellville, voetstoots aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf 5924, Delft, geleë in die gebied van die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 228 vierkante meter, gehou kragtens Transportakte Nr. T54875/1994, en ook bekend as Cherokeestraat 7, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 2 slaapkamers, sitkamer, kombuis, badkamer, toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering at voorkeur het bo dié die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopsvoorwaardes:** Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 24ste dag van Januarie 2002.

C Esterhuizen, per Du Preez van der Merwe Ingelyf, Prokureurs van Eiser, h/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530. [Tel. (021) 948-8975/6.] (Verw. CE/mh/MF535.)

Aan: Die Balju van die Landdroshof, Bellville.

**Saak No. 26219/01**

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen BOE BANK BEPERK, Eiser, en NICSERVIN BK (CK97/27147/23), Eerste Verweerder, en NICOLAAS DANIEL VAN DER WALT, Tweede Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 22 Oktober 2001, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 7 Maart 2002 om 10h00 op die perseel te 827 Days Inn Hotel, Breestraat, Kaapstad, 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. (a) Deel No. 101, soos getoon en vollediger beskryf op Deelplan No. SS42/98 in die gebou of geboue bekend as Manhattan Place, geleë te Kaapstad in die Stad Kaapstad, van welke Deel die vloeroppervlakte volgens voormelde Deelplan 49 (nege en veertig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en vollediger beskryf op genoemde Deelplan toegedeel aan genoemde Deel in ooreenstemming met die Deelnemingskwotas van genoemde Deel, gespesifiseer in 'n bylae op genoemde Deelplan aangeteken, gehou kragtens Transportakte No. ST5206/1998.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 'n gemeubileerde eenheid bestaande uit 'n slaapkamer/sitkamer met 'n kombuis en 'n en-suite.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer/Balju, Kaapstad [Tel. (021) 465-7560.]

**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, Kaapstad [Tel. (021) 465-7560.]

Gedateer te Paarl hierdie 30ste dag van Januarie 2002.

A. H. Bezuidenhout, vir Boe Bank Beperk, Hoofstraat 333, Paarl. (Verw. EVM/3270774601V.)

**Case No. 7583/2001**

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 UNIT 2 ERF 678 HOUT BAY (PTY) LTD, First Defendant (Execution Debtor), and MICHEL JEAN-PIERRE BOCKEN, Second 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 8756 (a portion of Erf 678), Hout Bay, situate in the South Peninsula Municipality, Division Cape, Province of the Western Cape, and also known as 1A Day Street, Hout Bay, on Wednesday, the 13th day of March 2002 at 12h00, of the undermentioned property of the Defendants 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, Wynberg North, prior to the sale:

Certain Erf 8756 (a portion of Erf 678), Hout Bay, situated in the South Peninsula Municipality, Division Cape, in the Province of the Western Cape, measuring 418 (four hundred and eighteen) square metres, held by Deed of Transfer No. T91026/2000 and subject to the conditions contained therein.

**Physical address:** 1A Day Street, Hout Bay.

**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): **Main building:** A double storey dwelling built of bricks under tiled roof consisting of 3 bedrooms, open plan kitchen, dining-room, bathroom & toilet. **Out buildings:** 2 garages.

**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 000,00 (minimum R300,00) and thereafter 3% up to a maximum fee of R7 000,00, minimum R300,00.

4. The full conditions of sale 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 4th day of February 2002.

Mostert & Bosman Inc., Attorneys for the Plaintiff, Suite 3, Belmont Office Park, cnr Rodger & Twist Streets, Bellville. (Ref. P du Toit/jk/WC4563.)

**Saak No. 3752/01**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen KAAPSE VERBRUIKERS (EDMS) BPK, Vonnisskuldeiser, en  
J A R CONRADIE, Vonnisskuldenaar**

Die volgende eiendom sal in eksekusie verkoop word te Landdroshof, Kuilsrivier, Van Riebeeckstraat, Kuilsrivier, op Vrydag, 8 Maart 2002 om 09h00, aan die hoogste bieder:

Sekere Erf 6874, Kraaifontein, in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 485 (vierhonderd vyf en tagtig) vierkante meter, gehou deur die Verbandgewer kragtens Transportakte No. T44975/85, ook bekend as Pleinstraat 9, Kraaifontein.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: 3 x slaapkamers, 1½ x badkamer, 1 x oopplan sitkamer/eetkamer, 1 x kombuis. Dubbel motorhuis.



2. *Betaling*: Tien persent (10%) van die koopprys moet ten tye van die verkoping kontant op per Depositonemende Instelling gewaarborgde tjeek betaal word en die balans (plus rente teen die heersende koers bereken op die Vonnisskuldenaar se vordering van die datum van verkoping tot datum van oordrag) teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde waarborg van 'n Depositonemende instelling wat binne 14 dae van die verkoping afgelewer moet word.

3. *Voorwaardes*: Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

A. M. Heunis, vir André Heunis Ing., h/a Heunis & Heunis, Prokureur vir Eiser, Grondverdieping, Wale Street Chambers, Kerkstraat 33, Kaapstad, 8000. [Tel. (021) 426-2633.] (Verw. AH/el/K269.)

Saak No. 2092/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

In die saak tussen GROTER HERMANUS OORGANGSRAAD, Eiser, en A HENDRICKS, Verweerder

Ingevolge 'n Vonnis in die Landdroshof te Hermanus en 'n Lasbrief vir Eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 1 Maart 2002 om 09:00 by die veilingslokaal by die Baljukantoor:

Erf 364, Hawston, in die gebied van die Overstrand Munisipaliteit, Afdeling Caledon, Wes-Kaap Provinsie, groot 595 (vyfhonderd vyf en negentig) vierkante meter, geleë te Marinerylaan, Erf 364, Hawston, gehou kragtens Transportakte No. T92911/1994.

Die eiendom bestaan uit die volgende: Leë erf.

*Verkoopvoorwaardes*:

1. Die veiling is onderhewig aan die bepalings van die Landdroshowewet, Wet 32 van 1944, soos gewysig, en die eiendom word "voetstoots" verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van die bogenoemde Wet.

2. Tien persent van die koopprys van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjeek tydens ondertekening van die verkoopvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprys tesame met die rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of Bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekter word by die Balju, Hermanus, se kantoor.

Aan: Die Balju van die Hof, Landdroshof, Hermanus, 7200.

Guthrie & Theron, Prokureurs vir Eiser, Hoofweg 77, Hermanus, 7200.

Case No. 24456/2001

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

In the matter between LAND AND LANDBOU BANK OF SOUTH AFRICA, Plaintiff, and  
WEGWYZERSRIVIER STOETERY BK, Defendant

In execution of a judgement of the above Honourable Court and writ of execution, the following property will be sold in execution on 8 March 2002 at 10:00 by the Sheriff of the High Court, Riversdale held before the Magistrate's Court, 13 Mitchell Street, Riversdale to the highest bidder:

1. Remaining extent of the Farm Wegwyzershoek No 115, Registration Division Western Cape, in extent 44,2470 (forty four comma two four seven zero) hectare; and

2. Portion 20 (a portion of Portion 13) of the Farm Wegwyzers Rivier No 114, Registration Division Western Cape, in extent 116,6071 (one hundred and sixteen comma six zero seven one) hectare.

3. Portion 17 (a portion of Portion 2) of the Farm Wegwyzers Rivier No 114, Registration Division Western Cape, in extent 63,2551 (sixty three comma two five five one) hectare, the prospective proeperties held by Deed of Transfer No. T91956/96.

4. The Farm Wegwyzers Rivier No 582, Registration Division Western Cape, in extent 113,5409 (one hundred and thirteen comma five four zero nine) hectare, held by Deed of Transfer No. T91955/96, subject to the conditions contained in the said deed.

The following information is supplied, but no liability will be accepted in the event of it being incorrect or incomplete in any respect whatsoever:

*Improvements*: Properties 1–3 has no buildings.

Property 4:

Description	Area	Walls	Roof
Dwelling.....	225 m <sup>2</sup>	Brick	Cement tiles
Flat.....	168 m <sup>2</sup>	Brick	Asbestos
Shed with lean-to.....	740 m <sup>2</sup>	Corrugated	Corrugated
Shed.....	270 m <sup>2</sup>	Corrugated	Corrugated
Shed.....	135 m <sup>2</sup>	Brick	Asbestos
Employee housing.....	178 m <sup>2</sup>	Brick	Asbestos
Dairy.....	200 m <sup>2</sup>	Brick	Asbestos

*Intensive facilities* (equipment): All the dairy equipment has been removed.



*Reserved price:* The property is being sold without reserve.

*Terms and conditions:*

*Terms:* The purchase price shall be payable as follows: 10% (ten percent) thereof on the day of the sale and the balance must be secured within 30 days from date of sale by means of an approved bank guarantee.

*Conditions:* The full conditions of sale, which will be read out by the Sheriff of the High Court of Riversdal prior to the sale, may be inspected at the offices for the Sheriff for the High Court, at 4 Main Street, Riversdale.

Signed at Nylstroom on this 29th day of January 2002.

Breytenbach-Keulder Ing., Attorneys for Plaintiff, 78 Kroep Street, Nylstroom. [Tel. (014) 717-4401.] (Ref. Breytenbach/S Cox/G1136.)

Saak No. 15941/2001

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

**In die saak tussen LAND EN LANDBOU BANK VAN SUID-AFRIKA, Eksekusieskuldeiser, en  
WEGWYZERSRIVIER STOETERY BK, Eksekusieskuldenaar**

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 8 Maart 2002 om 10:00 deur die Balju vir die Hooggeregshof Riversdal voor die Landdroskantoor, Mitchellstraat 13, Riversdal:

1. Restant van die Plaas Wegwyzershoek Nr 115, in die Afdeling Riversdal, Wes-Kaap Provinsie, groot 44,2470 (vier en veertig komma twee vier sewe nul) hektaar.

2. Gedeelte 20 ('n gedeelte van Gedeelte 13) van die Plaas Wegwyzers Rivier Nr 114, in die Afdeling Riversdal, Wes-Kaap Provinsie, groot 116,6072 (eenhonderd en sestien komma ses nul ses twee) hektaar.

3. Gedeelte 17 ('n gedeelte van Gedeelte 2) van die Plaas Wegwyzers Rivier Nr 114, in die Afdeling Riversdal, Wes-Kaap Provinsie, groot 63,2551 (drie en sestig komma twee vyf vyf een) hektaar.

Die voornemende eiendomme gehou kragtens Akte van Transport Nr. T91956/96.

4. Die Plaas Wegwyzers Rivier Nr 582, in die Afdeling Riversdal, Wes-Kaap Provinsie, groot 113,5409 (eenhonderd en dertien komma vyf vier nul nege) hektaar, gehou kragtens Akte van Transport T91955/96, onderhewig aan die voorwaardes daarin vervat.

Die volgende bykomende inligting word verskaf, maar geen aanspreeklikheid word aanvaar indien dit in enige opsig foutief sou wees nie.

*Verbeteringe:* Eiendomme 1–3 het geen geboue.

Eiendom 4 bestaan uit:

Beskrywing	Oppervlakte	Mure	Dak
Woning .....	225 m <sup>2</sup>	Stene	Sement teëls
Woonstel .....	168 m <sup>2</sup>	Stene	Asbes
Skuur met afdak .....	740 m <sup>2</sup>	Sink	Sink
Skuur .....	270 m <sup>2</sup>	Sink	Sink
Skuur .....	135 m <sup>2</sup>	Stene	Asbes
Arbeidershuis .....	178 m <sup>2</sup>	Stene	Asbes
Melkery .....	200 m <sup>2</sup>	Stene	Asbes

*Reserweprys:* Die eiendom word verkoop sonder reserwe.

*Terme en voorwaardes:* Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 30 dae verseker word by wyse van 'n goedgekeurde bankwaarborg.

*Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Warmbad onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Hoofweg 4, Riversdal.

Geteken te Nylstroom hierdie 29ste dag van Januarie 2002.

Breytenbach Keulder Ing., Prokureurs vir die Eiser, Kroepstraat 78, Nylstroom. [Tel. (014) 717-4401.] (Verw. Breytenbach/S Cox/G1136.)

Saak No. 2092/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

**In die saak tussen GROTER HERMANUS OORGANGSRAAD, Eiser, en A HENDRICKS, Verweerder**

Ingevolge 'n vonnis in die Landdroshof te Hermanus en 'n lasbrief vir eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 1 Maart 2002 om 09.00 by die veilingslokaal by die Baljukantoor:

Erf 364, Hawston, in die gebied van die Overstrand Munisipaliteit, Afdeling Caledon, Wes-Kaap Provinsie, groot 595 (vyfhonderd vyf en negentig) vierkante meter, geleë te Marinerylaan, Erf 364, Hawston, gehou kragtens Transportakte Nr. T92911/1994.

Die eiendom bestaan uit die volgende: Leë erf.



*Verkoopsvoorwaardes:*

1. Die veiling is onderhewig aan die bepalings van die Landdroshoewet, Wet 32 van 1944, soos gewysig, en die eiendom word "voetstoots" verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van die bogenoemde Wet.

2. Tien persent van die koopprijs van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopsvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprijs tesame met die rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Hermanus se kantoor.

Aan: Die Balju van die Hof, Landdroshof, Hermanus, 7200.

Guthrie & Theron, Prokureurs vir Eiser, Hoofweg 77, Hermanus, 7200.

**Saak Nr. 6411/2001**

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

**In die saak tussen BoE BANK BEPERK, Eiser/MERVIN WILFRED ERASMUS (Eerste Verweerder) en  
DAWN ERASMUS (Tweede Verweerder)**

Ter uitvoering van 'n vonnis van die bovermelde Agbare Hof gedateer 30 Oktober 2001, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 5 Maart 2002 om 11h00 op die perseel te Jacobsstraat 24, Paarl-Oos 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 15850, Paarl, groot 378 vierkante meter, gehou kragtens Transportakte Nr T56034/1988.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is 'n semi verdieping woonhuis met 'n sitkamer, eetkamer, kombuis, 3 slaapkamers, 'n vol badkamer, 'n toilet en is omring deur 'n draadheining.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer/Balju, Paarl (Tel. 021-8728057).

*Betaalvoorwaardes:* Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprijs is betaalbaar teen registrasie van transport tesame met rente op die volle koopprijs teen 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 kantoor van die Afslaer/Balju, Paarl (Tel. 021-8728057).

Gedateer te Paarl hierdie 30ste dag van Januarie 2002.

BoE Bank Beperk, Hoofstraat 333, Paarl. (Verw. AH Bezuidenhout/md/1280307301V.)

**Case No. 32265/2001**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and WAALFORD EIENDOMME No 40 CC, First Defendant, and  
IVAN MORRIS, Second Defendant**

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Premises No. 31, 259 On Beach, Beach Road, Sea Point on the 12th of March 2002 at 11h00:

Section No 29, in extent 48 (fourty eight) square metres, held under Certificate of Registered Sectional Title No. ST 6609/1998.

*Street address:* No 31, 259 On Beach, Beach Road, Sea Point.

1. The following improvements are reported, but not guaranteed: One bedroom flat on the third floor consisting of open-plan kitchen, lounge and bathroom. Security access.

2. *Payment:* 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 (plus interest at the ruling bank 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 guarantee of a deposit-taking institution to be delivered within fourteen (14) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town on this 30th day of January 2002.

Balsillies Inc., Plaintiff's Attorneys, Wale Street Chambers, 3 Floor, 33 Church Street, Cape Town. (Ref. CVR/lvg/TV0127.)



Saak No. 4015/99

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

**In die saak tussen CASJ COLLECTION TRUST (ALPHA SCK MIKROLENERS BK), Eksekusieskuldeiser, en  
Mnr G STUURMAN, Eksekusieskuldenaar**

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling op die perseel te Fisantstraat 39, Avianpark, Worcester, op Vrydag, 8 Maart 2002 om 10h00, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 15819, Worcester, groot 578 (vyfhonderd agt en sewentig) vierkante meter, gehou kragtens Transportakte nr T7977/1992, bekend as Fisantstraat 39, Avianpark, Worcester.

*Verkoopsvoorwaardes:*

1. Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju asook by die ondergetekendes.

2. Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: 'n woonhuis bestaande uit sitkamer, kombuis, 2 slaapkamers, 1 opwaskamer & 1 badkamer & toilet.

3. Die koopprys moet soos volg betaal word:

3.1 'n Deposito van tien persent (10%) by wyse van kontant of per bankgewaarborgde tjek ten tyde van die verkoping;

3.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van agtien per centum (18%) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van die verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos voormeld verseker moet word deur 'n bankgewaarborg wat vir die Eiser se Aktebesorger aanvaarbaar is.

3.3 Die voormelde waarborg moet binne 14 (veertien) dae vanaf datum van verkoping deur die koper aan die Balju, of op instruksie van die Balju, aan die Eiser se prokureurs oorhandig word en moet voorsiening maak vir betaling van die genoemde volle balans-koopprys plus rente teen registrasie van transport, op voorwaarde dat indien die Eiser die koper is, geen deposito of waarborg nodig sal wees nie en dat die Eiser die koper is, geen deposito of waarborg nodig sal wees nie en dat die Eiser die volle koopprys plus rente aan die Balju sal betaal teen registrasie van transport.

Geteken te Worcester hierdie 28ste dag van Januarie 2002.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Ons Verwysing VS2650.)

Case No. 5746/2001

## 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  
ARMIN KARL PAUL NIESWANDT, 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 9765, Somerset West, situate in the Helderberg Municipality; division of Stellenbosch, Province Western Cape and also known as 36 Kirkia Street, Heldervue, Somerset West, on Friday, the 8th day of March 2002 at 11h00 of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of sale and which conditions may be inspected at the offices of the Deputy Sheriff, Somerset West, prior to the sale:

*Certain:* Erf 9765, Somerset West, situate in the area of the Helderberg Municipality, Division of Stellenbosch, Province Western Cape, measuring 783 square metres, held by Deed of Transfer No. T73184/1997 and subject to the conditions contained therein.

*Physical address:* 36 Kirkia Street, Heldervue, Somerset West.

*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): Single storey dwelling with loft, brick walls with corrugated iron roof consisting of 3 bedrooms, 2 bathrooms and toilet, 1 dining room, 1 lounge and kitchen. *Outbuildings:* Single garage and flatlet.

*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 000,00 (minimum R300,00) and thereafter 3% up to a maximum fee of R7 000,00 minimum R300,00.

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 5th day of February 2002.

Mostert & Bosman Inc., Attorneys for the Plaintiff, Suite 3, Belmont Office Park, cnr Rodger & Twist Streets, Bellville. (Ref. P DU TOIT/jk/WC3507.)



**Case No. 21440/2001**

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 FAIZEL BEAKA, 1st Judgment Debtor, and GAMIDA BEAKA, 2nd Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Mitchells Plain, on 14 March 2002 at 10h00:

Erf 28053, Mitchells Plain, situated in the City of Cape Town, Cape Division, Western Cape Province, also known as 18 Waboomberg Close, Tafelsig, Mitchells Plain, in extent 120 (one hundred and twenty) square metres, comprising brick building, asbestos roof, fully vibre-crete fence, burglar bars, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom & toilet.

The Sale shall be by Public Auction without reserve to the highest bidder, subject to the Magistrates' Courts' Act and Rules.

10% of the price is payable at the time of the Sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Mitchells Plain (South) and will be read out by the Auctioneer prior to the Sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. KG Kemp/LvS/G1194.)

**Case No. 21064/2001**

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 LIONEL ALBERT JONES, 1st Judgment Debtor, and LORYN JENNET PIETROE JONES, 2nd Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Mitchells Plain, on 14 March 2002 at 10h00:

Erf 19831, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, also known as 41 Cambridge Way, Portlands, Mitchells Plain, in extent 184 (one hundred eighty four) square metres, comprising brick building, tiled roof, fully vibre-crete fence, 2 bedrooms, cement floors, separate kitchen, lounge, bathroom & toilet.

The Sale shall be by Public Auction without reserve to the highest bidder, subject to the Magistrates' Courts' Act and Rules.

10% of the price is payable at the time of the Sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Mitchells Plain (South) and will be read out by the Auctioneer prior to the Sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. KG Kemp/LvS/G1180.)

**Case No: 8861/99**

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

**In the matter between: CITY OF CAPE TOWN (formerly "CENTRAL SUBSTRUCTURE OF THE CAPE METROPOLITAN AREA", formerly "THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN", and also formerly "MUNICIPALITY OF CAPE TOWN"), Plaintiff, and ALAN ARTHUR AMOS, Defendant**

The following will be sold in Execution on 14 March 2002 at 10h00 Mitchells Plain Court, to the highest bidder:

Erf 7120, Mitchells Plain, Cape, 188 square metres, Held by Deed of Transfer T24087/1994, Situate at 52 Stable Crescent, Westridge.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Brick Dwelling under Tiled Roof consisting of 3 Bedrooms, Bathroom/Toilet, Open plan Lounge / Kitchen with Burglar Bars and Vibre-Crete Fencing all round.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the Sale and the balance (plus interest at the current rate of 15,50% p.a. calculated on the Judgment Creditor's claim from the date of Sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the Sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full Conditions of Sale will be read out immediately prior to the Sale and may be inspected at the offices of the Sheriff.

C & A Friedlander Inc., 3rd Floor, 42 Keerom Street, Cape Town. (C. Silverwood/Z03395.)

**Case No: 2125/99**

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

**In the matter between: CITY OF CAPE TOWN (formerly "CENTRAL SUBSTRUCTURE OF THE CAPE METROPOLITAN AREA", formerly "THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN", and also formerly "MUNICIPALITY OF CAPE TOWN"), Plaintiff, and ASA ABRAHAMS, Defendant**

The following will be sold in Execution on 14 March 2002 at 10h00 Mitchells Plain Court, to the highest bidder:

Erf 33605, Mitchells Plain, Cape, 144,0000 square metres, Held by Deed of Transfer T38838/1996, Situate at 34 Twickenham, Beacon Valley.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Semi-detached Brick Dwelling under Tiled Roof consisting of 3 Bedrooms, Bathroom/Toilet, Lounge and Kitchen.



2. *Payment:* Ten per centum of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the Sale and the balance (plus interest at the current rate of 15,50% p.a. calculated on the Judgment Creditor's claim from the date of Sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the Sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full Conditions of Sale will be read out immediately prior to the Sale and may be inspected at the offices of the Sheriff.

C & A Friedlander Inc., 3rd Floor, 42 Keerom Street, Cape Town. (C. Silverwood/Z03210.)

**Case No: 15722/99**

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

**In the matter between: CITY OF CAPE TOWN (formerly "CENTRAL SUBSTRUCTURE OF THE CAPE METROPOLITAN AREA", formerly "THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN", and also formerly "MUNICIPALITY OF CAPE TOWN"), Plaintiff, and MELDA BRUKMAN, Defendant**

The following will be sold in Execution on 14 March 2002 at 10h00 Mitchells Plain Court, to the highest bidder:

Erf 13575, Mitchells Plain, Cape, 189 square metres, Held by Deed of Transfer T12750/1990, Situate at 34 Ionian Rocklands, Mitchells Plain.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Brick Dwelling under Tiled Roof consisting of 2 Bedrooms, Bathroom/Toilet, open plan Lounge/Kitchen with Vibre-Crete Fencing all round.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the Sale and the balance (plus interest at the current rate of 15,50% p.a. calculated on the Judgment Creditor's claim from the date of Sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the Sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full Conditions of Sale will be read out immediately prior to the Sale and may be inspected at the offices of the Sheriff.

C & A Friedlander Inc., 3rd Floor, 42 Keerom Street, Cape Town. (C. Silverwood/Z03473.)

**Saaknommer: 99/02**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WORCESTER GEHOU TE WORCESTER

**In die saak tussen: SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en  
CHRISTOPHER JOHN ARENDSE, Eksekusieskuldenaar**

Ingevolge 'n vonnis van bogenoemde Agbare Hof en Lasbrief tot Uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op 13de Maart 2002 om 10h00 aan die hoogste bieder verkoop word:

Erf 10075, Worcester, bekend as Bennitsingel 37, Worcester, geleë in die Breede Vallei Munisipaliteit, Afdeling Worcester, Provinsie Wes-Kaap.

*Groot:* 587 (vyfhonderd sewe en tagtig) vierkante meter.

*Voorwaardes:* Die verkoping is onderhewig aan die betaling in kontant van ten minste 10% (tien persent) van die koopprys op die datum van verkoping en dat 'n bankwaarborg verskaf word binne 14 (veertien) dae vanaf die verkoopdatum vir die balans van genoemde koopprys.

Die verdere en volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan nou reeds nagegaan word by die kantoor van die Balju van die Landdroshof, Ceres.

Gedateer te Worcester op hede die 8ste dag van Februarie 2002.

De Vries De Wet & Krouwkam Ingelyf, Per: D J Strauss, Stockenstromstraat 25, Worcester, 6850. DJS/LDT/Z12364. Tel: (023) 342 0630.

**Case No. 44758/01**

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

**In the matter between: FIRSTRAND BANK LIMITED, Plainiff, and JAMES GARY THORNHILL-FISHER, Defendant**

In pursuance of a Judgment of the above Honourable Court, the property described hereunder will be sold at the premises being 9 Edison Drive, Meadowridge on Monday, the 11th March 2002 at 12h00, namely:

*Erf:* Erf 592, Meadowridge, situate in the City of Cape Town, Cape Division, Western Cape Province.

*In extent:* 973 (nine hundred and seventy three) square metres.

*Held by:* Deed of Transfer No. T365951/1986.

*Also known as:* 9 Edison Drive, Meadowridge.



Which property is said, without warranty as to the correctness thereof, to comprise of:

Single dwelling brick walls tiled roof consisting of 3 bedrooms, lounge, diningroom, kitchen, bathroom/toilet, swimming pool.

*Granny flat:* 1 bedrooms, 1 bathroom, 2 toilets.

*Conditions of sale:*

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

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against Registration of transfer, which shall be given and taken as soon as possible after the Sale.

3. The balance (plus interest at the current rate 13% per annum, subject to change, 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 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 Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town on this the 25th day of January 2002.

Lindsay & Associates, Per: Plaintiff's Attorneys, 118 Kloof Street, Cape Town, 8001. Ref: Mrs Waters/jm/Cape Town. Phone: 423-7300.

*Auctioneer:* The Sheriff of the Court, Wynberg South, Private Bag X22, Wynberg, 7824.

**Case No.: 8236/01**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and MAGDALENA ALEXANDER, Defendant**

In terms of a judgment granted against Defendant by the Magistrate's Court for the district of Kuils River dated 1 August 2001 and a Warrant of Execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at the Court House, Van Riebeeck Street, Kuils River, to the highest bidder on 11 March 2002 at 09h00.

Erf 2295, Eerste River, situate in the City of Cape Town, Cape Division, Province of the Western Cape.

*In extent:* 378 (Three Hundred and Seventy Eight) square metres.

*Street address:* 228 Beverley Street, Eerste River.

*Conditions of sale:*

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by Public Auction and subject to the provisions and conditions of the Magistrate's Court Act No. 32 of 1944 as amended and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant Title Deeds.

2. The following information is furnished but not guaranteed:

Single brick dwelling, tiled roof, 2 bedrooms, lounge, kitchen, bathroom and toilet.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court Kuils River.

4. The payment shall be effected as follows: Ten percent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 14% from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on the 17th day of January 2002.

Kritzinger & Co., per: W T du Toit, Plaintiff's Attorneys, 5th Floor, Wale Street Chambers, 33 Church Street, Cape Town.

**Case No.: 10414/01**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and CHARLES EDWARD GERTSE, Defendant**

In terms of a judgment granted against Defendant by the Magistrate's Court for the district of Kuils River dated 2 August 2001 and a Warrant of Execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at the Court House, Van Riebeeck Street, Kuils River, to the highest bidder on 11 March 2002 at 09h00.

Erf 4058, Kleinvlei, situate in the Transitional Metropolitan Substructure Melton Rose / Blue Downs, Stellenbosch Division, Province of the Western Cape.

*In extent:* 434 (Four Hundred and Thirty Four) square metres.

*Street address:* 20 Wests Street, Kleinvlei, Eerste River.

*Conditions of sale:*

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by Public Auction and subject to the provisions and conditions of the Magistrate's Court Act No. 32 of 1944 as amended and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant Title Deeds.



2. The following information is furnished but not guaranteed:

Single brick dwelling, tiled roof, 2 bedrooms, lounge, kitchen, bathroom and toilet.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court Kuils River.

4. The payment shall be effected as follows: Ten percent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 14% from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on the 22nd day of January 2002.

Kritzinger & Co., per: W T du Toit, Plaintiff's Attorneys, 5th Floor, Wale Street Chambers, 33 Church Street, Cape Town.  
Ref: I. Solomons/svs.

**Case No.: 13399/01**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and LIONEL BURMEESTER, Defendant**

In terms of a judgment granted against Defendant by the Magistrate's Court for the district of Mitchell's Plain dated 21 August 2001 and a Warrant of Execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at the Court House, Mitchell's Plain Court, to the highest bidder on 12 March 2002 at 10h00.

Erf 13862, Mitchell's Plain in the City of Cape Town, Cape Division, in the Province of the Western Cape.

*In extent:* 180 (One Hundred and Eighty) square metres.

*Street address:* 5 Gladiator Way, Rocklands, Mitchell's Plain.

*Conditions of sale:*

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by Public Auction and subject to the provisions and conditions of the Magistrate's Court Act No. 32 of 1944 as amended and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant Title Deeds.

2. The following information is furnished but not guaranteed:

Single brick dwelling, tiled roof, 2 bedrooms, lounge, open plan kitchen, bathroom and toilet.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court Mitchell's Plain.

4. The payment shall be effected as follows: Ten percent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 14% from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 24th day of January 2002.

Kritzinger & Co., per: W T du Toit, Plaintiff's Attorneys, 5th Floor, Wale Street Chambers, 33 Church Street, Cape Town.

**Saak No. 1003/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WORCESTER GEHOU TE WORCESTER

**In die saak tussen: HT GROEP (EDMS) BEPERK, Eksekusieskuldeiser, en mnr JACOBUS CHARLES MARAIS, h/a RYAN—O-MAR, Eksekusieskuldenaar**

Ingevolge 'n vonnis van bogenoemde Agbare Hof en lasbrief tot uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op 15de Maart 2002 om 10h00 aan die hoogste bieder verkoop word:

Erf 6446, Worcester, bekend as Jassonstraat 14, Worcester, geleë in die gebied van die Plaaslike Oorgangsraad, Afdeling Worcester, provinsie Wes-Kaap, groot 276 (tweehonderd ses en sewentig) vierkante meter.

*Voorwaardes:* Die verkoping is onderhewig aan die betaling in kontant van ten minste 10% (tien persent) van die koopprys op die datum van verkoping en dat 'n bankwaarborg verskaf word binne 14 (veertien) dae vanaf die verkoopdatum vir die balans van genoemde koopprys.

Die verdere en volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan nou reeds nagegaan word by die kantoor van die Balju van die Landdroshof, Ceres.

Gedateer te Worcester op hede die 11de dag van Februarie 2002.

De Vries de Wet & Krouwkam Ingelyf, D J Strauss, Stockenstromstraat 25, Worcester, 6850. [Tel. (023) 342-0630.] (DJS/LDT/Z10619.)



Case No. 2660/2001

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

**In the matter between: SAAMBOU BANK LIMITED, Judgment Creditor, and ERNEST BRIAN WILLIAMS, First Judgment Debtor, and JO-ANNE WILLIAMS, Second 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, 11 March 2002 at 14h00 at 59 El Rio Mews, Lingfield Street, Ottery:

Section 59, in the scheme known as El Rio Mews situate at Wetton, measuring 49 (forty nine) square metres, held by Deed of Transfer No. ST12467/1994, also known as 59 El Rio Mews, Lingfield Street, Ottery.

*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 16% 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: Top floor flat consisting of 2 bedrooms, 1 lounge, 1 kitchen, 1 bathroom and 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 this 8th day of February 2002.

De Klerk & Van Gend, Attorney's for Plaintiff, 2 Oakdale Road, cnr/o Oakdale & Kildare Road, Claremont. (Ref. R00759/S Duffett/dvl.)

Saaknommer: 2888/01

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en ROY JUSTUS SMUTS, Verweerder**

Die volgende onroerende eiendom sal op Donderdag, 7 Maart 2002 om 11h00 aan die hoogste bieder verkoop word te Deel 21, Schoemanshof, Marshstraat, Mosselbaai:

*Eiendomsbeskrywing:*

1. a. Deel 21 soos aangetoon en meer volledig beskryf op deelplan Nr. SS 29/90 ("die deelplan") in die gebou of geboue bekend as Schoemanshof geleë te Mosselbaai, in die Munisipaliteit van Mosselbaai waarvan die deel se vloeroppervlakte, volgens die genoemde deelplan 66 (ses en sestig) vierkante meter groot is ("die deel verbind") en

b. 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue, soos aangetoon en meer volledig beskryf op die genoemde deelplan ("die gemeenskaplike eiendom") toegedeel aan die genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, gehou onder Sertifikaat van Geregistreerde Deeltitel Nr. ST29/90 (21) (UNIT).

2. 'n Uitsluitlike gebruiksgedebied beskryf as Nr. P5 groot 33 (drie en dertig) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die gebou of geboue bekend as Schoemanshof geleë te Mosselbaai, in die Munisipaliteit van Mosselbaai soos aangetoon en volledig beskryf op deelplan No. Ss29/90, gehou kragtens Sertifikaat van Saaklike Regte: Uitsluitlike Gebruiksgedebied Nr. SK109/90.

*Die verkoping sal onderhewig wees aan die volgende voorwaardes:*

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, Nr 32 van 1944 soos gewysig en die eiendom sal, onderhewig aan die voorgaande, verkoop word aan die hoogste bieder.

2 Die Balju sal in oorleg met die Eiser geregtig wees om die veiling voor die aanvang daarvan te kanselleer. Indien geen verteenwoordiger van die Eiser of sy prokureurs by die aanvang van die veiling teenwoordig is nie, sal die veiling geag word deur die Balju gekanselleer te wees.

3.1 Indien enige geskil ontstaan aangaande 'n bod, mag die eiendom in die diskresie van die Balju of Afslaer weer opgeveil word en sy oordeel oor die finale bod sal in elk geval finaal wees.

3.2 Indien die Afslaer of die Balju 'n fout by die verkoping maak, sal so 'n fout nie bindend wees ten opsigte van enige van die partye nie, maar kan dit reggestel word.

3.3 Die Balju sal van enige bieder bevredigende bewys verlang van sy vermoë om die vereiste deposito te betaal. Sou die Balju of Afslaer rede hê om te glo dat 'n bieder nie in staat is om of die deposito waarna in klousule 8 verwys word, of die balans-koopprys te betaal nie, mag hy weier om die bod van so 'n bieder te aanvaar of hy mag dit voorlopig aanvaar totdat sodanige bieder hom tevrede stel dat hy beide voormelde bedrae kan betaal. In geval van die verwerping van 'n bod onder sodanige omstandighede, mag die eiendom onmiddellik heropgeveil word.

4.1 Die Koper moet onmiddellik na die verkoping hierdie Verkoopvoorwaardes onderteken nadat hy deur die Balju of Afslaer versoek is om dit te doen en indien hy in verteenwoordigende hoedanigheid gekoop het, moet hy die naam en adres van sy prinsipaal aandui en laasgenoemde se skriftelike magtiging voorlê. Indien sodanige skriftelike magtiging nie voorgelê kan word nie, sal die hoogste bieder self as die koper beskou word.



4.2 Indien die koper binne gemeenskap van goed getroud is, waarborg hy dat hy die skriftelike toestemming van sy eggenote in terme van Hoofstuk III van die Wet op Huweliksgoedere, Nr 88 van 1984, behoorlik geattesteer deur twee bevoegde getuies, binne 3 (drie) dae na die verkoping aan die Balju sal voorlê.

5.1 Die Koper moet onmiddellik na die verkoping die Balju en/of die Afslaer se kommissie betaal soos wettiglik op die koopprys bereken tesame met Belasting op Toegevoegde Waarde (BTW) daarop.

5.2 Die Koper sal verplig wees om op aanvraag aan die Eiser se Prokureurs te betaal:

5.2.1 Alle fooie en uitgawes in verband met en voortvloeiend uit die registrasie van transport van die eiendom hiermee verkoop, transportkoste, landmeterkoste, padkonstruksieheffings en onbetaalde dreineringslenings wat betaalbaar mag wees, asook die aanverwante heffings.

5.2.2 Alle lopende sowel as agterstallige belasting, agterstallige diensfooie plus rente daarop betaalbaar en regskoste in verband daarmee, asook sodanige munisipale lenings en heffings as wat regtens betaalbaar mag wees voordat transport geregistreer kan word.

5.2.3 Indien toepaslik, alle huidige sowel as agterstallige heffings aan 'n beheerliggaam met sodanige rente daarop en regskoste in verband daarmee as wat regtens verskuldig en betaalbaar mag wees voordat transport geregistreer kan word.

5.2.4 Alle eksekusiekoste op Prokureur-en-Kliëntskaal met insluiting van advertensiekoste en opstelkoste van die Verkoopvoorwaardes.

5.2.5 Enige rente wat aan 'n preferente skuldeiser betaalbaar mag wees vanaf datum van verkoping tot op datum van oordrag.

5.2.6 Waar toepaslik, BTW.

6. Die eiendom word verkoop onderhewig aan enige bestaande geldige huur. Indien die bedrag so gereëliseer onvoldoende is om die bedrag aan die Eiser verskuldig te vereffen, sal die eiendom verkoop word vry van enige huurooreenkoms wat aangegaan is na registrasie van die verband oor die eiendom ten gunste van die Eiser. Onderhewig aan die voorgaande sal die Koper geregtig wees op besit en okkupasie van die eiendom by die betaling van die kommissie en deposito waarna verwys word in klousule 5.1 en 8.1.1 hiervan verwys word. Indien die Verweerder, of wie ook al deur hom dit doen, voortgaan om die eiendom te okkupeer na die plaasvind van die verkoping, sal die koper op sy eie koste sy reg tot besit en okkupasie afdwing indien nodig en waarborg nóg die Balju nóg die Eiser vakante okkupasie aan hom. Hoewel nóg die Eiser nóg die Balju enige verantwoordelikheid hiervoor teenoor die Koper aanvaar, sal voorgaande geensins afbreuk doen aan 'n regshandeling van die Eiser en/of die Balju mag verrig om uitsetting van die Verweerder, of wie ook al deur hom okkupeer, te verkry ten einde besit en okkupasie aan die Koper te bewerkstellig nie. Die Koper dra die risiko ten opsigte van die eiendom vanaf datum van die verkoping. Nieteenstaande enigiets tot die teendeel hierin vervat, sal die Eiser of sy gevolmagtigde, indien die hoogste bod op die Eiser toegeslaan word, geregtig wees op besit en okkupasie van die eiendom vanaf datum van die verkoping.

7. Die Eiser, die Balju of die Afslaer waarborg nie die toestand van die eiendom wat verkoop word nie en die eiendom word "voetstoots" verkoop. Die eiendom word verkoop in ooreenstemming met en onderhewig aan al die voorwaardes van die Transportakte en kaart (indien enige) daarvan en nóg die Eiser, nóg die Balju of die Afslaer waarborg die grootte daarvan. Hulle sal nie verantwoordelik wees vir enige tekort of gebrek ten opsigte van die eiendom nie, terwyl nóg die Eiser nóg die Verweerder bevoordeel sal word deur enige oorskot. Die eiendom word verkoop in ooreenstemming met die voorwaardes en serwitute (indien enige) soos uiteengesit in die oorspronklike en daaropvolgende Transportaktes, endossemente daarop en alle ander voorwaardes wat ten opsigte daarvan mag bestaan. Die Balju en die Eiser sal nie verplig wees om enige grenslyne, penne of bakens ten opsigte van die eiendom uit te wys nie.

8.1 Die koopprys moet soos volg betaal word:

8.1.1 'n Deposito van 10% (tien persent) by wyse van kontant of bankgewaarborgde tjek ten tyde van die verkoping.

8.1.2 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).

8.2 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 balans-koopprys plus rente teen registrasie van transport, op voorwaarde dat indien die Eiser die Koper is, geen deposito of waarborg nodig sal wees nie en dat die Eiser die volle koopprys plus rente aan die Balju sal betaal teen registrasie van transport.

9. Deur ondertekening van hierdie Verkoopvoorwaardes word die Balju gemagtig om die deposito in 'n rentedraende rekening te belê met rente tot voordeel van die Koper vanaf datum van betaling van die deposito deur die Koper tot datum van registrasie van transport, op welke laasgenoemde datum die volle koopprys tesame met enige bykomende bedrae wat hierkragtens verskuldig mag wees, ten volle aan die Balju betaal moet word.

10. Die Koper sal verantwoordelik wees vir die betaling van alle versekeringspremies vir die versekering van verbeterings op bogenoemde eiendom wat betaalbaar word na ondertekening van hierdie verkoopvoorwaardes deur die Koper. Indien enige verbeterings nie verseker is nie, sal die koper verplig wees om onmiddellik sodanige verbeterings te verseker op sy eie koste, by gebreke waaraan die Balju dit mag doen op koste van die Koper.

11. Transport moet gegee word binne 'n redelike tyd na die verkoping en in ooreenstemming met die hierinvermelde voorwaardes. Sodanige transport sal gepasseer word deur die Eiser se Aktebesorgers en die Koper onderneem om op aanvraag sodanige dokumente te onderteken en oordragkoste te betaal as wat deur die Eiser se Aktebesorgers van hom verlang word. Indien die Balju om welke rede ook al nie in 'n posisie is om oordrag te gee nie, mag die Balju die verkoping as gekanselleer verklaar en gelyktydig daarmee aan die koper enige bedrag wat reeds ten opsigte van die koopprys in terme van hierdie Verkoopvoorwaardes deur hom betaal is, terugbetaal, teen welke terugbetaling die kansellasie finaal sal wees en geen verdere reg tot vergoeding verleen nie.



12.1 Die verkoping en oordrag van die hierinvermelde eiendom aan die Transportnemer sal geag word 'n private lewering te wees en nie 'n verkoping deur die Verweerder in die loop van sy besigheid nie. Nieteenstaande enigiets tot die teendeel hierin vermeld, sal die Koper aanspreeklik wees vir betaling op aanvraag van BTW, indien toepaslik.

12.2 Dit sal die plig van die Koper wees om vas te stel en bevestiging te verkry of die Verweerders as 'n "ondernemer" geregistreer is vir doeleindes van BTW en/of BTW gevolglik ten opsigte van die verkoping betaalbaar is.

12.3 Die koper aanvaar dat daar geen verpligting op die Balju of Eiser rus om 'n Elektriese Installasie Sertifikaat van Nakoming te verskaf soos bedoel in die Elektriese Regulasies wat uitgevaardig is in terme van die Wet op Masjinerie en Beroepsveiligheid van 1983 nie. Die Koper sal verplig wees om op sy eie koste sodanige Sertifikaat te bekom, indien toepaslik, en op versoek van die Balju.

13. Enige kennisgewing wat ingevolge hierdie Verkoopvoorwaardes aan die Koper gegee word, sal geag word afgelewer te wees binne 4 (vier) dae na datum van versending indien dit per vooruitbetaalde geregistreerde pos aan die Koper gestuur is by die adres van die eiendom wat hiermee verkoop is, of ingeval die Koper hierinlater 'n bestaande straatadres binne die Republiek van Suid-Afrika as *domicilium citande et executandi* kies, na sodanige adres.

14.1 Indien die Koper versuim om stiptelik aan enige van die hierinvermelde voorwaardes te voldoen, kan die verkoping in sodanige geval na die keuse van die Eiser gekanselleer word by wyse van skriftelike kennisgewing deur die Balju aan die Koper by die adres van die eiendom wat hiermee verkoop word, ongeag of die Koper sodanige eiendom okkupeer al dan nie, of ingeval die Koper hierinlater 'n bestaande straatadres binne die Republiek van Suid-Afrika kies as *domicilium citandi et executandi*, na sodanige adres. Alternatiewelik sal die Balju na die keuse van die Eiser geregtig wees om behoorlike prestasie van die Koper af te dwing, in welke geval alle uitstaande bedrae in terme van hierdie Verkoopvoorwaardes onmiddellik deur die Koper verskuldig en betaalbaar sal word.

14.2 Indien die verkoping gekanselleer word soos voormeld en ingeval die geheel of 'n gedeelte van die deposito waarna in Klousule 8 verwys word reeds betaal is, sal die Koper tot voordeel van die Eiser sodanige deposito of gedeelte daarvan verbeur as roukoop.

14.3 Ingeval die verkoping gekanselleer word soos voormeld en die deposito in Klousule 8 bedoel of enige gedeelte daarvan nie betaal is nie, sal die Koper aanspreeklik wees vir betaling aan Eiser van 'n bedrag gelykstaande aan die bedoelde 10% deposito of balans daarvan soos wat die geval mag wees.

14.4 Nieteenstaande enigiets tot die teendeel hierin vermeld, sal die Eiser die reg hê om van die Koper enige verlies wat opgedoen mag word as gevolg van die verbreking van die voorwaardes hierin deur die Koper, te verhaal. Sodanige verlies sal geag word in te sluit, maar nie noodwendig beperk word nie, tot die bedrag waarmee die huidige koopprys die koopprys van enige latere verkoping oorskry, asook alle koste verbonde aan hierdie verkoping, van welke aard ook al, en enige daaropvolgende verkoping van die eiendom (behalwe vir sover sodanige koste van 'n daaropvolgende koper verhaal mag word).

14.5 Indien enige verlies voortvloei as gevolg van kansellering hiervan, sal sodanige verlies geag word deur die Eiser gelyk te word, ongeag die feit dat die Eiser nie 'n party tot die koop-ooreenkoms is nie en die Eiser sal die reg hê om aksie in te stel ten einde enige bedrae te verhaal in terme van voorgaande.

15. Eiser sal vanaf datum van verkoopdatum geag word die voordele te aanvaar het wat hierin ten gunste van Eiser opgeneem is.

16. Indien die Vonnis en/of Lasbrief vir Eksekusie teen die Verweerder of die geregtelike verkoping tersyde gestel word om welke rede ook al, erken die Koper dat daar geen reg van verhaal van watter aard ook al bestaan in verband met sodanige tersydestelling nie, behalwe vir sover die Koper geregtig sal wees op terugbetaling, sonder rente, van die geld wat hy betaal het in verband met die koopprys en in verband met die koste van die Afslaer.

#### 17. Genomineerde.

17.1 Die Koper sal geregtig wees om 'n natuurlike of regspersoon wat ten tyde van die verkoping reeds bestaan het of geregistreer was, na gelang van die geval, as Koper in sy plek te nomineer (hierna "die genomineerde" genoem) onderhewig aan die volgende voorwaardes:

17.1.1 Indien die Eiser die Koper is, moet hy voor of op die laaste dag van die tweede kalendermaand wat volg op die verkoopdatum volg; of

17.1.2 Indien enigiemand anders die Koper is, moet hy voor of op die derde Vrydag wat op die verkoopdatum volg, die Balju skriftelik kennis gee van sy aanwysing van die genomineerde, welke kennisgewing die naam, regspersoonlikheid en volledige adres van die genomineerde moet aandui, asook laasgenoemde se behoorlik getekende skriftelike aanvaarding van die nominasie bevat, by gebreke waarvan die Koper se reg om 'n genomineerde aan te wys, verval.

17.2 Indien 'n genomineerde aangewys word soos voormeld, sal die genomineerde die Koper in alle opsigte vervang. Enige bedrae wat reeds hierkragtens deur die Koper aan die Verkoper betaal mag wees, sal geag word betaal te wees deur of namens die genomineerde.



17.3 Indien die genomineerde weens welke rede ook al versuim om transport van die eiendom te neem, sal die Balju na die Eiser se keuse, sonder om afbreuk te doen aan enige regte wat hy en/of die Eiser teen die genomineerde mag hê, geregtig wees om die Koper kragtens hierdie verkoopvoorwaardes aanspreeklik te hou asof die nominasie nie plaasgevind het nie. In sodanige geval sal die Koper en die genomineerde geag word gesamentlik en afsonderlik teenoor die Balju en/of Eiser aanspreeklik te wees, as die een presteer word die ander vrygestel.

18. Ingeval daar meer as een koper is, sal hulle gesamentlik en afsonderlik hierkragtens aanspreeklik wees.

19. Die hiermee verkoopte eiendom is gekoop deur ..... wat die volgende bestaande straatadres binne die Republiek van Suid-Afrika kies as *domicilium citande et executandi* vir alle doeleindes ingevolge hierdie verkoopvoorwaardes:

20. Die koopprys van die hiermee verkoopte eiendom is 'n bedrag van R.

**Saak No. 7339/1999**

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

##### **In die saak tussen: BOE BANK BEPERK, Eiser, en DIE PENTICOSTAL CHRISTIAN MISSION, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 19 September 1999 sal die hiernabeskrewe onroerende eiendom in eksekusie verkoop word op Dinsdag, 5 Maart 2002 om 10h00 voor die Landdroskantoor, Voortrekkerweg, Goodwood, 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 15902, Goodwood in die Stad Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap geleë te 39ste Laan 19, Elsiesrivier, groot 464 vierkante meter, gehou kragtens Transportakte Nr. T37493/1994.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, twee slaapkamers, sitkamer, kombuis en badkamer.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr J C Fourie, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, mnr F van Greunen, Eppinglaan, Elsiesrivier [Tel. (021) 932-7126].

**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 15,5% 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 F. van Greunen, Eppinglaan, Elsiesrivier [Tel. (021) 932-7126].

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow.

*Datum en verwysing:* 9 Januarie 2002 (JF/LA/B4214.)

## FREE STATE • VRYSTAAT

**Saak No. 2372/2001**

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

##### **In die saak tussen: LAND- EN LANDBOUBANK VAN SUID-AFRIKA, Eiser, en JOHN FRANK BIBBEY, Verweerder**

Ten uitvoerlegging van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) sal 'n verkoping sonder/met voorbehoud van die volgende eiendom(me) gesamentlik en afsonderlik van bogenoemde Verweerder plaasvind te die Landdroskantoor, Frankfort om 11:00 op 8 Maart 2002:

**Naamlik:** Die plaas Erfdam 1004, distrik Frankfort Provinsie Vrystaat, groot 424,6535 (vierhonderd vier en twintig komma ses vyf drie vyf) hektaar, gehou kragtens Transportaktenommer T27915/1998.

Met die volgende beweerde verbeterings: Woonhuis, woonstel, stoor, nie toegeruste melkstal, skoolgebou.

**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 Brandstraat 68, Frankfort, gedurende kantoorure.

Geteken die 12de dag van Februarie 2002.

Balju van die Hooggeregshof vir die distrik Frankfort.

Mnr JH Bosch, p/a Du Plessis Bosch & Meyerowitz, Eiser se Prokureur, Naudestraat 24 (Posbus 563), Bethlehem.



# PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

## GAUTENG

### VENDOR AFSLAERS

#### VEILING EIENDOM

*Opdragewer:* Kurator—I/B **J J Meintjes**, T1572/01, verkoop Vendor Afslalers per openbare veiling: 26 Februarie 2002 om 11:00, Geldenhuysweg 62, Malvern-Oos, Germiston.

*Beskrywing:* Erf 152, Malvern-Oos, IR, Plaaslike Germiston TLC, Gauteng.

*Verbeterings:* 3-slk woning.

*Betaling:* 10% dep.

*Inligting:* (012) 404-9100.

### VENDOR AFSLAERS

#### VEILING EIENDOM

*Opdragewer:* Kurator—I/B **T K Moaise**, T5817/00, verkoop Vendor Afslalers per openbare veiling: 28 Februarie 2002 om 11:00, Erf 2084, Blok-H, Soshanguve, Noord van Pretoria.

*Beskrywing:* Erf 2084, Soshanguve-H, JR, Tshwane Plaaslike Munisipaliteit, Gauteng.

*Verbeterings:* 3-slk woning.

*Betaling:* 20% dep.

*Inligting:* (012) 404-9100.

### VENDOR AFSLAERS

#### VEILING EIENDOM

*Opdragewer:* Likwidaars—I/L **Gold Road (Edms) Bpk**, T5483/00, verkoop Vendor Afslalers per openbare veiling: 22 Februarie 2002 om 10:00, h/v Hamilton & Schoemanstrate (Schoemanstraat 555), Arcadia, Pretoria.

*Beskrywing:* Erf 1164, Arcadia, JR, Tshwane Plaaslike Munisipaliteit, Gauteng.

*Verbeterings:* Prima Kommersiele Eiendom.

*Betaling:* 15% dep.

*Inligting:* (012) 404-9100.

**Duly instructed by Mr S. M. GORE of SANEK TRUST, Liquidator in the matter of WINHALL & HOLMES CC  
(in liquidation)**

**MASTER'S REFERENCE No. C973/2001**

CLAREMART WILL SUBMIT FOR PUBLIC AUCTION PRIME PROPERTY

DESIGNER BOUTIQUE PREMISES

CAVENDISH STREET, CLAREMONT

*Brief description:* This prime Claremont property is located across the road from the Cavendish Street entrance to Cavendish square and features: Large carpeted reception area with fireplace \* two adjoining glass offices \* (airconditioned with recessed lighting and speaker system) \* rear office with large stone fire place \* adjoining workshop with french doors leading to rear slate paved yard \* 2nd office with glass panelling to reception \* rear kitchen with built-in cupboards \* stable door to rear paved alley \* male & female toilets.

*Special features:* Property fully burglar proofed with burglar bars and security gates all round \* air conditioners \* carport with paved driveway suitable for 3 vehicles \* front tiled veranda.

*Auctioneers Note:* A very rare change to obtain one of the last houses left in Cavendish Street. A perfect opportunity for a designer outlet in an exclusive area. The property is zoned for use as R4 (up to 7 floors of apartments) with a bulk factor of 90%. The Council may consider applications for re-zoning and approval will not be unreasonably withheld.

*Auction Date:* Wednesday, 27 February 2002 at 12h00 noon.

*Preview:* Tuesday, 26 February 2002 from 12h00 to 16h00.

*Venue:* On the spot, 10 Cavendish Street, Claremont (follow Claremont Boards for Main Road, Claremont).

*Terms:* 10% deposit & auctioneers commission payable on the fall of the hammer. Balance payable on transfer.



**AUCTION ALLIANCE**

In opdrag van die Likwidateur van Yvonpet BK (in likwidasie) (Meestersverwysingnr. T5587/01) bied Auction Alliance die volgende eiendom per openbare veiling op Woensdag, 6 Maart 2002 om 11:00, aan Plot 43, Doornspruit.

*Terme:* 10% Deposito met die toeslaan van die bod. Waarborg vir die balans koopprys binne 14 dae na bekragtiging. 14-dae na bekragtigings-periode. Afslaerskommissie plus BTW daarop betaalbaar deur die koper.

Skakel ons kantore by (012) 342-4279.

**CAHI AUCTIONEERS****INSOLVENT ESTATE AUCTION****ONE BEDROOM HOUSE, LEACHVILLE X3, BRAKPAN**

Duly instructed by the Trustee in the insolvent estate: **D M Ndlovu**, Master's Reference Number T2230/01.

We will offer by public auction, Tuesday, 26 February 2002, at 11:00 on site 28 Boven Avenue, Leachville X3, Brakpan.

1 Bedroom home, bathroom, lounge cum kitchen.

\* View by Appointment \*

*Terms:* 20% deposit on the fall of the hammer (cash or bank cheques only), balance within 30 days after confirmation.

Tyger Valley Ext, Lynnwood Road, 082 4423419/(028) 441-4215. e-mail: info@cahi.co.za. Tel. (012) 809-2240, Fax (012) 809-2258

**BOEDEL WYLE: R BRUNNER, T8594/01**

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die persele op 26/2/02 om 11h00: Eenheid 77, SS Sundown Village 92, Roodepoort Wes X4, Reg. Afd, Johannesburg Stad, Gauteng, grootte 67 m<sup>2</sup>, 12h00.

Erf 58, Luipaardsvlei, Reg. Afd. IQ, Mogale Stad, Plaaslike Munisipaliteit, Gauteng, groot ± 248 m<sup>2</sup>.

*Voorwaardes:* 20% van die verkoopprys bankgewaarborgde tjek met toeslaan van bod.

Restant deur verskaffing van waarborge binne dertig dae van bevestiging van verkoping.

Phil Minnaar Afslaers, Johannesburg, Tel. (011) 475-5133.

**BOEDEL WYLE: Dr KILIAN, T4570/00**

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die persele op 27/02/02 om 11h00: Eenheid 28, SS Kiss-me-Quick-289, Dorandia X10, Reg. Afd, Tswane Stad Metropolitaanse Munisipaliteit, Gauteng, grootte ±79 m<sup>2</sup>.

*Voorwaardes:* 20% van die verkoopprys bankgewaarborgde tjek met toeslaan van bod.

Restant deur verskaffing van waarborge binne dertig dae van bevestiging van verkoping.

Phil Minnaar Afslaers, Johannesburg, Tel. (011) 475-5133.

**BOEDEL WYLE: R BRUNNER, T8594/01**

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Phil Minnaar Afslaers, Johannesburg, Tel. (011) 475-5133.

**PARK VILLAGE AUCTIONS****ERF 541 ELOFFSDAL CC**

Duly instructed by the member, we will offer for sale by way of Public Auction, on Site at 641 Fifth Avenue, Eloffsdal, District of Pretoria, Gauteng Province, on Wednesday, 27 February 2002, commencing at 10:30 an original dwelling converted for use as doctor's consulting rooms, zoned "Special" for medical rooms with consent, complete with other improvements.

For further particulars 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)).



**THE KHS FOOD TECHNOLOGY (PTY) LTD (In liquidation)****MASTER'S REFERENCE NUMBER: T4303/01**

Duly instructed by this estate's Liquidator, we will offer for sale by way of Public Auction, on Site at 26 Main Road, Olifantsfontein (Clayville Ext 5), District of Midrand, Gauteng Province, on Tuesday, 26 February 2002, commencing at 10:30.

A double volume food processing factory and single storey office building.

For further particulars contact the auctioneer Park Village Auctions, Telephone Number (011) 789-4374. Telefax Number (011) 789-4369. (Website: <http://www.parkvillageauctions.co.za>). (e mail: [ccarson@parkvillage.co.za](mailto:ccarson@parkvillage.co.za)).

**KOPANO AUCTIONEERS (PTY) LTD****RESTAURANT EQUIPMENT****BIG CATERING AUCTION**

Insolvent estates: **A Joubert**, T6781/00, **Sean de Jager**, T3567/01, **2 Chefs (Pty) Ltd** (in liquidation), T3076/01, **Uncle's Fish Monger** (in liquidation), T3961/01.

Duly instructed by the Liquidators & Trustees in the abovementioned estates we will offer for sale by Public Auction the following on: Wednesday, 20 February at 11h00.

Restaurant tables and chairs, cash registers, underbar fridges, display units.

*Auction venue:* Kapano Auctioneers Holdings 65, Lavender Road, Bon Accord.

*Viewing:* 18th and 19th February 2002.

*Terms:* R2 5000,00 refundable deposit with registration. Balance in cash or bank guaranteed cheque as well as 5% Buyers Commission (excluding VAT). No exceptions!!! Further conditions of sale will be available on day of sale.

*Directions:* Follow the sign boards.

*Enquiries:* Cyril Ferreira, (012) 562-0385/7.

**STRADVERLEY PROPERTY (PTY) LTD (In liquidation)****MASTER'S REFERENCE NUMBER T2627/01**

Duly instructed by this Estate's Joint Liquidators, Park Village Auctions in Conjunction with Faranani Auctions, will offer for sale by way of Public Auction, on Site at 32 & 34 President Street, Germiston District, Gauteng Province, on Tuesday, 26 February 2002, commencing at 10:30, an excellent and well located motor truck sales lot.

For further particulars and viewing contact the auctioneer Park Village Auctions, Telephone Number (011) 789-4374. Telefax Number (011) 789-4369. (Website: <http://www.parkvillageauctions.co.za>). (e mail: [ccarson@parkvillage.co.za](mailto:ccarson@parkvillage.co.za)). Alternatively, Faranani Auctioneers, Telefax Number 452-9197.

**AUCOR AUCTIONEERS****In the matter of Insolvent Estate: M. S. MADITO****MASTER'S REFERENCE NUMBER: T4744/00****A CHARMING BACHELOR FLAT ARCADIA**

Duly instructed by the Trustee, the Aucor Group, will hereby sell, Unit 53 of Scheme Nr 67 SS, Unikra, Arcadia better known as Unikra Nr 53, 330 Beckett Street, Arcadia, Pretoria.

*Description:* This 43 m<sup>2</sup> flat consists of one bedroom, a kitchen with built-in cupboards, a neatly tiled bathroom with bath, toilet and basin. The entire block of flats are surrounded by a brick wall and a electrical security gate with an intercom system.

*Sale to take place at:* Unit 53, Unikra, 330 Beckett Street, Arcadia.

*Date of sale:* Thursday, 28 February 2002 at 10:30.

*Directions:* Due west in Pretorius Street. Turn left into Beckett Street and over Schoeman Street. It is the second block of flats on the left (Look out 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: [stefanie@aucor.co.za](mailto:stefanie@aucor.co.za)/Website: <http://www.aucor.co.za/offline>.



**SPECTRUM AUCTIONEERS****VACANT STAND VEREENIGING**

Duly instructed by the Liquidator in the matter of Vereeniging Drive-in (Pty) Ltd (in liquidation), MRN T1303/01, we will offer by Public Auction the following property listed below completely without reserve to the highest bidder on: 26 February 2002, Unitas Park, Vereeniging, 10am Sharp.

Portion 158 (portion of Portion 13) of the farm Houtkop No. 594, Vereeniging, Gauteng comprising following: 9. 5111 hectares vacant stand. Good RDP housing.

Viewing: 25 February 2002 between 9am and 4pm.

**Terms:** 20% Deposit by means of cash or bank guaranteed cheque. Balance to be paid within 30 days of confirmation of sale. Subject to 7 (seven) days confirmation period.

Auction subject to change without prior notice, Tel. (011) 900-2800 or 082 4144241.

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**HEYNS, MEYER & KIE AFSLAERS****VEILING VAN UITSTEKENDE VRUGTEPLAAS, KERSIE- & PERSKE SORTEERMASJIENE, ASPERSIE TOERUSTING, MOTORS & IMPLEMENTE**

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel van die AVS Trust, sal ons op Vrydag, die 1ste Maart 2002 om 10h00 te die plaas Spitskop, distrik Ficksburg, die volgende bates per openbare veiling te koop aanbied:

**1. Vaste eiendom:**

1.1 Onderverdeling 1 van die plaas Van Deventers Rust No. 129, geleë in die distrik Ficksburg, Provinsie Vrystaat, groot 247,6317 hektaar.

1.2 Onderverdeling 1 van die plaas Spitskop No. 126, geleë in die distrik Ficksburg, Provinsie Vrystaat, groot 51,5898 hektaar.

1.3 Restant van die plaas Spitskop No. 126, geleë in die distrik Ficksburg, Provinsie Vrystaat, groot 376, 6763 hektaar.

**Nota:**

A. Eiendomme 1.1 en 1.2 word tans saam gewerk. Watervoorsiening vanuit drie klein gronddamme en drie reservoirs. Eiendom verdeel in 9 hektaar aspersies, 78 hektaar droëlande en res weiding. Verbeterings bestaan uit 'n stewige 3-slaapkamer woonhuis met aparte woonstel, stoor en melkstal.

B. Eiendom 1.3 se watervoorsiening bestaan uit 3 gronddamme, 4 reservoirs en 2 sterk boorgate met monopompe asook 2 windpompe. Ongeveer 5 000 perkse-, kersie-, pruim- en appelkoosbome is gevestig op 30 hektaar. Besproeiing vanuit dam met pomp en moederlyn. Verbeterings bestaan uit 2 kuilvoertorings, sorteerstoor en ander buitegeboue. 18 hektaar aspersielande, 103 hektaar droëlande en balans weiding.

Hierdie is 'n uitstekende geleentheid om 'n gevestigde vrugteplaas met genoegsame water in die Ficksburg distrik te bekom.

2. **Roerende bates:** 1 x 1982 Mercedes Benz 280SE, 1 x 1992 Toyota Cresida 2.4GL stasiewa, 1 x 1998 Toyota 2.8 Hi-lux diesel (enjin onklaar), Hoeveelheid skroot, 1 x 6-ton Du Plessis sleepwa, 1 x LM 2-ry mieliestroper en stronkblaser, 1 x Monosem planter (stukkend), 1 x Kersie sorteermasjien, Hoeveelheid plastiese pyp vir drupbesproeiingstelsel (3 hektaar), 1 x Vibro Flex Konskilde (baie goeie toestand), 3 x Plastiese opslaan toilette, 1 x Landrover bakkie (stukkend), 1 x 1984 Toyota Hi-lux 2.2 diesel (slegs bakwerk en ratkas), 1 x Dieselkar, 3 x Massabakke, 4 x Dieseltens, 1 x Fiat 650 Special trekker (stukkend), Hoeveelheid onkruidodder, 1 x 30 kw elektriese pomp op wiele (baie goeie toestand), 1 x Claas Rollant 62 rondebaler, 1 x Vetsak dorsmasjien (goeie toestand), 1 x LM koringplanter, Ongeveer 200 plastiese plukkaste, 1 x Perske sorteermasjien, 1 x 6 m x 5 m koelkamer kompleet, 2 x Spuitkoppe, Hoeveelheid stapelkatels, 1 x Krog staalmeester meule (goeie toestand), 1 x Claas Markant 50 vierkant baler (goeie toestand), Groot hoeveelheid aspersie toerusting, 1 x Stetyn spuit, 1 x Tandem offset.

Die volgende roerende bates wat besigtig kan word te die perseel van AG Distributors, Andries Pretoriusstraat 2, Clocolan, sal ook verkoop word: 1 x Koelkamer kompleet, 1 x Hydro Cooler, 2 x Vervoerbande, Groot hoeveelheid plastiese plukkaste.

**Rigtingaanwyser:** Vanuit Bethlehem/Ficksburg teerpad draai links op Rosendal/Senekal teerpad en draai na 13 km links af by S1448 grondpad. Volg grondpad vir 6 km en draai regs by T-aansluiting. Spitskop 150 m aan linkerkant. Wegwysers vanaf S1448 afdraai.

**Veilingsvoorwaardes:**

1. **Vaste eiendomme:** 10% deposito op dag van veiling. Balans gewaarborg te word binne 14 dae na bekragtiging, welke bekragtiging sal plaasvind binne 30 dae vanaf datum van veiling. Besitname ooreengekom te word. Verdere veilingsvoorwaardes op aanvraag beskikbaar.



**2. Roerende bates:**

2.1 Kontant of bankgewaarborgde tjeks op dag van veiling—geen uitsonderings.

2.2 Bates word voetstoots verkoop.

2.3 BTW word waar toepaslik gehef.

3. Die Kurator behou homself die reg voor om enige bate voor die veiling te onttrek.

**Vir navrae:**

Ben du Toit, 051 9332351 (k/u) 051 9333138 (n/u) 082 789 6811

Francois Louw, 051 9332351 (k/u) 051 9335206 (n/u) 082 568 9387.

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**HUGO & TERBLANCHE AFSLAERS****INSOLVENTE BOEDEL VEILING VAN SPILPUNTE EN MEULE**

Behoorlik daartoe gelas deur die Kurator in die Insolvente Boedel van **JAJ Vosloo** sal ons per openbare veiling op Donderdag, 28 Februarie 2002 om 11:00.

Te die plaas Saffier, distrik Wesselsbron die onderstaande bates te koop aanbied.

Om die plaas Saffier te bereik neem uit Wesselsbron die Bultfontein pad vir 3,2 km. Draai links op 5517 en ry vir 11,2 km tot by 'n bord "WH van Zyl—Lelieshoek", en draai hier regs. Ry 1,2 km tot by die plaas aan die linkerkant. Van die Wesselsbron Bultfonteinpad volg ons wegwysers.

**Besproeiingstoerusting:** Spilpunte, 3 x 8 toring, Senwes 360, 1 x 5 toring Senwes. Almal is gedurende Augustus 2000 opgerig met tussen 600 en 700 ure, is nie verskuifbaar nie is volledig en in 'n baie goeie toestand.

**Pompe:** 5 x 75 mm pompelomppe, KSB ETA 100–200 sentrifugale pomp met Marthinussen en Coutts 55 kw elektriese motor. Die pompelomppe het 'n sentrale starterkas waar skakeling plaasvind.

**Meule:** Roff Meule Eenheid bestaan uit 5 Roff MK 6D 450 mieliemeulens, Awegare, vog kontroles, warm water stelsel, stof onttrekking sisteem, sak seëler, meeltenks, Avery Industriële skaal, elektroniese weegbrug, graan hyser, Sink silo en graan tenk.

**Afslaers nota:** Die spilpunte en pompe staan op die plaas Saffier, distrik Wesselsbron en die Meule op die plaas Kalkpan, distrik Bultfontein. Hierdie bates word gelyktydig opgeveil op die plaas Saffier, dit is geïnstalleer en moet deur die koper afgetakel en verwyder word. Skakel ons vir aanwysings en besigtiging.

**Verkoopsvoorwaardes:**

**Los goedere:** Die koopsom is betaalbaar in kontant of bankgewaarborgde tjeke tensy anders met die Afslaer gereël. Geen uitsondering sal gemaak word nie. Vooraf registrasie as 'n Koper is 'n vereiste alvorens 'n bod aanvaar sal word en kan daar by registrasie reeds bewys van betaalvermoë geverg word. Die Afslaers behou die reg voor om sonder kennisgewing items by te voeg of geadverteerde items te onttrek enige tyd voor die veiling.

**Vir verdere navrae skakel:** Dawie: 082 570 5774 of 053 574 0296 (h), Jan: 082 555 9084, Dirk: 083 409 7730, Anna-Marie: 083 269 3058. Kantoor ure: 053-574 0002.

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**MPUMALANGA**

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**AUCOR****LIKWIDASIE VERKOPING IN DIE SAAK VAN RHINOSPROPS 42 (EDMS.) BPK IN LIKWIDASIE****Meestersverwysigingsnommer T3722/01****ONTWIKKELINGS EIENDOMME IN MHLUZI X 2—MIDDELBURG**

Behoorlik daartoe gelas deur die Likwidateur van die bogenoemde sal die Aucor Groep die volgende eiendomme verkoop: Gedeelte 28 van Erf 5629, Mpumalanga, JS:

Hierdie erf is 8 846 m<sup>2</sup> groot en is reeds onderverdeel in 30 erwe van ±215 m<sup>2</sup>. Alle goedkeuring is ook reeds by die Stadsraad verkry. Daar is nog geen dienste geïnstalleer nie. Die eiendom is gereed vir onmiddellike ontwikkeling.

Gedeelte 39 van Erf 5629, Mpumalanga, JS:

Hierdie lêë erf is 225 m<sup>2</sup> groot en alle dienste is klaar geïnstalleer. 'n Huis kan dadelik gebou word. Hierdie erf is puik vir ontwikkelaars.

**Verkopings vind plaas te:** h/v Phumulengstraat & Chocolatestraat, Mhluzi uitbreiding 2, Middelburg.

**Datum van verkoping:** Dinsdag, 26 Februarie 2002.

**Tyd:** 11:00.

**Aanwysings:** Vanaf Middelburg in westelike rigting. Draai regs by stopstraat en dan links in Ikagengstraat. (Kyk uit vir plakkaat!).

**Besigtiging:** Een (1) dag voor veiling/per afspraak.



*Terme:* 'n 10% deposito plus 7% afslaerskommissie plus BTW (bank of bank gewaarborgde tjek) op die val van die hamer. Die balans deur goedgekeurde waarborge binne 30 dae na die verkoping. Die eiendom word verkoop onderhewig aan 'n veertien (14) dae bekrachtigingsperiode.

Onderhewig aan verandering sonder vooraf kennisgewing.

Vir verdere navrae kontak gerus Aucor North (Edms.) Bpk., Tel. (012) 808-0092/4/5/082 320 5372. Faks. (012) 808-0054. E-pos: aucor@global.co.za/www.aucor.co.za/offline/karien.nell@aucor.co.za.

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#### VAN'S AFSLAERS

##### VEILING—PLAAS

In opdrag van die trustee in die Insolvente Boedel van **M E J de Clercq**, Meestersverwysing: T5843/00, verkoop ons ondervermelde eiendom op 7/3/2002 om 11:00 te Gedeelte 3 & 5 van die plaas Piet Zijn Drift, Mpumalanga.

*Beskrywing:* Gedeelte 3 & 5 van die plaas Piet Zijn Drift, 476, Mpumalanga.

*Verbeterings:* Werkerstatte, beesdraad omheining, boorgate & windpomp.

*Voorwaardes:* 10% deposito en kommissie in kontant of bank gewaarborgde tjek dadelik. Waarborge vir balans binne 30 dae.

Die volle verkoopsvoorwaardes is beskikbaar vir insae te Van's Afslaers.

Van's Afslaers, Booysenstraat 521, Gezina, Pretoria. (012) 335-2974. Verw: Rae-Marie Albertyn.

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## NORTH WEST NOORDWES

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#### UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel: **R Shute**, Nr. T5859/01 sal ons die bates verkoop te Coetzeestraat 27, Ottosdal, op 28 Februarie 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: **JW & WM Schneider**, Nr. T3968/01, sal ons die bates verkoop te die plaas Wildebeeslaagte, Ventersdorp op 22 Februarie 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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#### VENDOR AFSLAERS

##### VEILING EIENDOM

*Opdragewer:* Kurator: I/L: **Elandsfontein Boerdery BK**, T4234/01, verkoop Vendor Afslaers per openbare veiling: 27 Februarie 2002 om 11:00.

Gedeelte 5 en Resterende Gedeelte 30 van die plaas Elandsfontein 366.

*Beskrywing:* Gedeelte 5 en Resterende Gedeelte 30 van die plaas Elandsfontein 366 (PTN1-LG687/968), JQ, Peri Urban, Noord-Wes.

*Verbeterings:* 457 ha Waterryke vrugte/groente- en saaiplaas en implemente.

*Betaling:* 10% dep.

*Inligting:* (012) 404-9100.



**UBIQUE AFSLAERS**

In opdrag van die Kurator in die insolvente boedel: **R & V Barnard**, Nr. T4844/01 sal ons die bates verkoop te GJ Beukeslaan 6, Orkneyark, op 26 Februarie 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: **JN & KA Eloff**, Nr. K.33/01, sal ons die bates verkoop te die plaas Vlakfontein, Vryburg, op 27 Februarie 2002 om 11h00.

*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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**KOPANO AUCTIONEERS (PTY) LTD****INSOLVENT ESTATE AUCTION****NEAT 4 BEDROOM HOUSE IN KLERKSDORP, FREEMANVILLE, KLERKSDORP**

Duly instructed by the Trustee in the matter of insolvent estate **H.J.C. & H.C.J. Denton**, Master Reference Number T5054/01, we will offer for sale by public auction, the following property, to the highest bidder, subject to a 7 (seven) day confirmation period, on:

Thursday, 28 February 2002 at 12h00.

Stand 207, Freemanville, Klerksdorp.

*Place of auction:* 22 Muller Street, Freemanville, Klerksdorp.

*Improvements:* 4 bedrooms, 2 bathrooms, separate toilet, TV room, lounge, kitchen. Outbuildings consisting of: Servant's quarter & store room, garage, lapa and swimming pool.

*Viewing:* Contact the Auctioneer.

*Conditions:* 10% deposit as well as 4% buyers commission (excl. VAT) on the fall of the hammer by means of BANK GUARANTEED CHEQUE. NO EXCEPTION. Bank guarantees for balance within 30 (thirty) days. Sale is subject to a 7 (seven) day confirmation period.

*Directions:* Contact the auctioneer.

*Enquiries:* Gerhard Rossouw (012) 562-0385/7 & 562-0420/1. Cell: 083 449 1001

[www.kopanoauctions.co.za](http://www.kopanoauctions.co.za)

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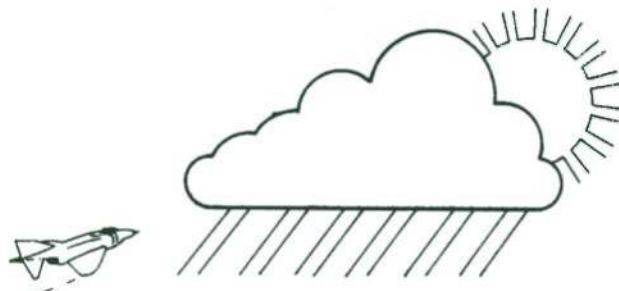
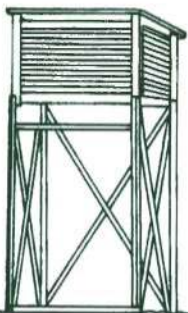
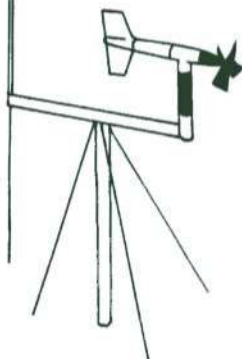
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