



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID-AFRIKA

Vol. 450

Pretoria, 13 December 2002

Desember

No. 24142

B

LEGAL NOTICES

WETLIKE

KENNISGEWINGS

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



9771682584003

24142



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

TABLE OF CONTENTS

LEGAL NOTICES

	<i>Page</i>
SALES IN EXECUTION AND OTHER PUBLIC SALES	9
Sales in execution:	
Provinces: Gauteng	9
Eastern Cape	12
Free State	12
KwaZulu-Natal	16
Mpumalanga	19
Northern Cape	21
Northern Province	21
North West	22
Western Cape	22
Public auctions, sales and tenders.....	24
Provinces: KwaZulu-Natal	24
Western Cape	25

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

	<i>Bladsy</i>
GEREGTELIKE EN ANDER OPENBARE VERKOPE	9
Geregtelike verkope:	
Provinsies: Gauteng	9
Oos-Kaap	12
Vrystaat	12
KwaZulu-Natal	16
Mpumalanga	19
Noord-Kaap	21
Noordelike Provinsie	21
Noordwes	22
Wes-Kaap	22
Openbare veilings, verkope en tenders	24
Provinsies: KwaZulu-Natal	24
Wes-Kaap	25

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:

- ▶ 12 December, Thursday, for the issue of Friday 20 December 2002
- ▶ 17 December, Tuesday, for the issue of Friday 27 December 2002
- ▶ 20 December, Friday, for the issue of Friday 3 January 2003
- ▶ 13 March, Thursday, for the issue of Thursday 20 March 2003
- ▶ 20 March, Thursday, for the issue of Friday 28 March 2003
- ▶ 10 April, Thursday, for the issue of Thursday 17 April 2003
- ▶ 16 April, Wednesday, for the issue of Friday 25 April 2003
- ▶ 23 April, Wednesday, for the issue of Friday 2 May 2003
- ▶ 12 June, Thursday, for the issue of Friday 20 June 2003
- ▶ 18 September, Thursday, for the issue of Friday 26 September 2003
- ▶ 11 December, Thursday, for the issue of Friday 19 December 2003
- ▶ 15 December, Monday, for the issue of Wednesday 24 December 2003
- ▶ 19 December, Friday, for the issue of Friday 2 January 2004

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

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

BELANGRIKE AANKONDIGING

Sluitingstye **VOOR VAKANSIEDAE** vir WETLIKE KENNISGEWINGS GOEWERMENSKENNISGEWINGS 2002

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

- ▶ 12 Desember, Donderdag, vir die uitgawe van Vrydag 20 Desember 2002
- ▶ 17 Desember, Dinsdag, vir die uitgawe van Vrydag 27 Desember 2002
- ▶ 20 Desember, Vrydag, vir die uitgawe van Vrydag 3 Januarie 2003
- ▶ 13 Maart, Donderdag, vir die uitgawe van Donderdag 20 Maart 2003
- ▶ 20 Maart, Donderdag, vir die uitgawe van Vrydag 28 Maart 2003
- ▶ 10 April, Donderdag, vir die uitgawe van Donderdag 17 April 2003
- ▶ 16 April, Woensdag, vir die uitgawe van Vrydag 25 April 2003
- ▶ 23 April, Woensdag, vir die uitgawe van Vrydag 2 Mei 2003
- ▶ 12 Junie, Donderdag, vir die uitgawe van Vrydag 20 Junie 2003
- ▶ 18 September, Donderdag, vir die uitgawe van Vrydag 26 September 2003
- ▶ 11 Desember, Donderdag, vir die uitgawe van Vrydag 19 Desember 2003
- ▶ 15 Desember, Maandag, vir die uitgawe van Woensdag 24 Desember 2003
- ▶ 19 Desember, Vrydag, vir die uitgawe van Vrydag 2 Januarie 2004

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 kope drie kalenderweke voor publikasie ingedien word

LIST OF FIXED TARIFF RATES AND CONDITIONS

FOR PUBLICATION OF LEGAL NOTICES IN THE GOVERNMENT GAZETTE

COMMENCEMENT: 1 SEPTEMBER 1999

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

LIST OF FIXED RATES

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

*New
rate per
insertion*

STANDARDISED NOTICES

R

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

NON-STANDARDISED NOTICES

COMPANY NOTICES:

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

LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES	66,00
---	-------

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

ORDERS OF THE COURT:

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

SALES IN EXECUTION AND OTHER PUBLIC SALES:

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

WORD COUNT TABLE

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

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

CONDITIONS FOR PUBLICATION OF LEGAL NOTICES

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

LIABILITY OF ADVERTISER

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

COPY

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

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

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

PAYMENT OF COST

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

PROOF OF PUBLICATION

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

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

GAUTENG

Case No: 7627/2000

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and PATRICK BALOYI, First Defendant, and
MAKHOSAZANA BALOYI, Second Defendant**

On 8 January 2003 at 10h00, a public auction sale will be held at the offices of the Sheriff of the Magistrate's Court, Alberton, 8 St Columb Road, New Redruth, Alberton, at which the Sheriff will sell:

Erf 4386, Roodekop Extension 21 Township, Registration Division I R, The Province of Gauteng.

Measuring: 120 (one hundred and twenty) square metres.

Situate at: 4386 Roodekop Extension 21, Alberton. (Hereinafter called "the property").

Improvements reported: (which are not warranted to be correct and are not guaranteed): A dwelling comprising diningroom, bedroom, kitchen, bathroom and toilet—no outbuildings.

The material conditions of sale are:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, "voetstoots", and subject to the Magistrate's Court Act 32 of 1944.

2. The Purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within 14 (fourteen) 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.

Dated at Germiston on November 21, 2002.

Henry Tucker & Partners, Attorneys for Plaintiff, 4th Floor, Trust Bank Building, 135 Victoria Street, cnr Odendaal Street, Germiston, 1401. [Tel. (011) 825-1015.] (Ref: MB0689/A Pereira.)

Case No: 7054/2001

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

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and MTHOKOZINI GODSLOVE NDLOVU, Defendant

On 8 January 2003 at 10h00, a public auction sale will be held at the offices of the Sheriff of the Magistrate's Court, Alberton, 8 St Columb Road, New Redruth, Alberton, at which the Sheriff will sell:

All right, title and interest in the leasehold in respect of Erf 383, A P Khumalo Township, Registration Division I R, The Province of Gauteng.

Measuring: 282 (two hundred and eighty two) square metres.

Situate at: Erf 383, A P Khumalo, Kattlehong. (Hereinafter called "the property").

Improvements reported: (which are not warranted to be correct and are not guaranteed): A dwelling comprising of 1 lounge room, 2 bedrooms, 1 kitchen, 1 bathroom, 1 toilet.

The material conditions of sale are:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, "voetstoots", and subject to the Magistrate's Court Act 32 of 1944.

2. The Purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within 14 (fourteen) 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.

Dated at Germiston on November 21, 2002.

Henry Tucker & Partners, Attorneys for Plaintiff, 4th Floor, Trust Bank Building, 135 Victoria Street, cnr Odendaal Street, Germiston, 1401. [Tel. (011) 825-1015.] (Ref: MN0016/A Pereira.)

Case No: 5373/2000

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

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and KATLEHO PAULUS TSUBANE, Defendant

On 8 January 2003 at 10h00, a public auction sale will be held at the offices of the Sheriff of the Magistrate's Court, Alberton, 8 St Columb Road, New Redruth, Alberton, at which the Sheriff will sell:

Erf 3464, Moleleki Extension 1 Township, Registration Division I R, The Province of Gauteng.

Measuring: 246 (two hundred and fourty six) square metres.

Situate at: Erf 3464 Moleleki Extension 1, Alberton.. (Hereinafter called "the property").

Improvements reported: (which are not warranted to be correct and are not guaranteed): Diningroom, lounge, 3 bedrooms, kitchen, bathroom & toilet.

The material conditions of sale are:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, "voetstoots", and subject to the Magistrate's Court Act 32 of 1944.

2. The Purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within 14 (fourteen) 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.

Dated at Germiston on November 21, 2002.

Henry Tucker & Partners, Attorneys for Plaintiff, 4th Floor, Trust Bank Building, 135 Victoria Street, cnr Odendaal Street, Germiston, 1401. [Tel. (011) 825-1015.] (Ref: MT0316/A Pereira.)

Case No: 226/99

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

In the matter between: ABSA BANK LTD, Plaintiff, and L J SAUNDERS, Defendant

Notice is hereby given that in terms of a Warrant of Execution issued in the abovementioned Court, the following property being:

Erf 166, Portion 2, Heidelberg.

Situated at: 61 Hospital Street, Heidelberg.

Will be sold in execution on 16th January 2003 at Magistrate's Court, Heidelberg at 09h00, to the highest bidder.

The following improvements that are erected on the property, if any, are not guaranteed:

Double storey house consisting of: 5 Bedrooms, lounge, diningroom, kitchen, 2 bathrooms, carport for 4 cars.

Conditions of sale:

Payment of the purchase price will be by way of a cash deposit in the sum of 10% (ten percent) of the purchase price on the date of sale, and the balance on the date of registration of transfer.

The conditions of sale will lie for inspection with the relevant Sheriff Magistrate's Court prior to the sale for perusal of all parties interested.

Thus done and signed at Heidelberg Gauteng on this the 20/11/2002.

Liebenberg Malan Inc., 20 Ueckermann Street, P O Box 136, Docex 2, Heidelberg, Gauteng, 2400. [Tel. (016) 341-4164.] (Ref: Mrs M Minny/2012.)

Saaknr: 1100/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HEIDELBERG GEHOU TE HEIDELBERG

In die saak tussen: ABSA BANK BEPERK, Eiser, en M S LEHODI, 1ste Verweerder, en T E LEHODI, 2de Verweerder

Kennis geskied hiermee dat ingevolge 'n Lasbrief uitgereik in bovermelde agbare Hof die onderstaande eiendom te wete:

Erf 1741, Ratanda, Heidelberg.

In Eksekusie verkoop sal word op 16 Januarie 2003 aan die hoogste bieder, by die Landdroskantoor, Heidelberg om 09h00 uur.

Die volgende verbeteringe wat op die eiendom aangebring is, indien enige, word nie gewaarborg nie:

Woonhuis met teëldak, 3 slaapkamers, sitkamer, eetkamer, kombuis, 2 badkamers, studeerkamer, dubbel motorhuis.

Voorwaardes van verkoping:

Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof vir blangstellendes.

Gedateer te Heidelberg Gauteng op hede die 19/11/2002.

Liebenberg Malan Ing., Ueckermannstraat 20, Posbus 136, Docex 2, Heidelberg, Gauteng, 2400. [Tel. (016) 341-4164.] (Verw: Mev M Minny/2508.)

Case No: 1295/2001

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

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and JOSEPH PATRICK NDIMA First Defendant, and FINNAH JOSEPHINA NDIMA, Second Defendant

On 8 January 2003 at 10h00, a public auction sale will be held at the offices of the Sheriff of the Magistrate's Court, Alberton, 8 St Columb Road, New Redruth, Alberton, at which the Sheriff will sell:

All right title and interest in the leasehold in respect of Erf 8592, Tokoza Township, Registration Division IR, The Province of Gauteng.

Measuring: 308 (three hundred and eight) square metres.

Situate at: Erf 8592, Tokoza, Katlehong, Alberton. (Hereinafter called "the property").

Improvements reported: (which are not warranted to be correct and are not guaranteed): A dwelling comprising bedroom, kitchen, bathroom and toilet.

The material conditions of sale are:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, "voetstoots", and subject to the Magistrate's Court Act 32 of 1944.

2. The Purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within 14 (fourteen) 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.

Dated at Germiston on November 18, 2002.

Henry Tucker & Partners, Attorneys for Plaintiff, 4th Floor, Trust Bank Building, 135 Victoria Street, cnr Odendaal Street, Germiston, 1401. [Tel. (011) 825-1015.] (Ref: MN0888/A Pereira.)

Case No: 1315/2002

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

In the matter between: ABSA BANK LTD, Plaintiff, and 69 CORMORANT BAY CC, Defendant

Notice is hereby given that in terms of a warrant of execution issued in the abovementioned Court, the following property being:

Portion 38, Cormorant Bay Two, Portion 150 of the farm Koppiesfontein, Heidelberg, will be sold in execution on 16 January 2003 at Magistrate's Court, Heidelberg at 09h00, to the highest bidder:

The following improvements that are erected on the property, if any, are not guaranteed: House consisting of 3 bedrooms, 1 bathroom, open plan kitchen-lounge-diningroom, 1 x carport.

Conditions of sale: Payment of the purchase price will be by way of a cash deposit in the sum of 10% (ten percent) of the purchase price on the date of sale, and the balance on the date of registration of transfer. The conditions of sale will lie for inspection with the relevant Sheriff Magistrate's Court prior to the sale for perusal of all parties interested.

Thus done and signed at Heidelberg Gauteng on this the 14/11/2002.

Liebenberg Malan Inc., 20 Ueckermann Street, P O Box 136, Docex 2, Heidelberg, Gauteng, 2400. Tel: 016-341-4164. Ref: Mrs M Minny/5264.

Case No: 4753/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF POTCHEFSTROOM HELD IN POTCHEFSTROOM

In the matter between: WTX INVORDERAARS BK (CK93/13909/12), Execution Creditor, and MR K S MOLOKWANE, Execution Debtor

In pursuance of the judgment in the Magistrates Court of Potchefstroom, dated 3 August 1998 under case number 4753/98 in the matter between WTX Invorderaars Bk en Mr KS Molokwane and a writ of execution dated 8 November 2002 the immovable property listed hereunder will be sold in execution to the highest bidder at 10h00 on the 10th of January 2003 at the Magistrate's Court, Liebenbergstraat 10, Roodepoort, namely:

Erf 202, Mmesi Park, Registration Division I.Q, Transvaal Gauteng Province.

Extent: 247 square metres.

Residence description: Lounge, Diningroom, Kitchen, Passage, 2 bathrooms, 3 bedrooms.

And take further notice that the Conditions of Sale will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 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 guaranteed within 14 (fourteen) days of date of sale;

3. Possession subject to any Lease Agreements;
4. Reserve price to be announced before commencement of auction.
5. No warranty is given in relation to the nature or description of the improvements.

Dated at Potchefstroom on this the 26 of November 2002.

André May Attorneys, Attorneys for Plaintiff, 96 Van Riebeeck Street, P.O. Box 2367, Potchefstroom. (Ref: Mr May/Hannetjie/WX21.)

EASTERN CAPE OOS-KAAP

**Case No. 2002/17876
PH 795**

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

**In the matter between: INVESTEC BANK LIMITED, Plaintiff, and WHARTON, PHILLIP JOHN, First Defendant,
and WHARTON, JENNIFER CHARLOTTE, Second Defendant**

A sale without reserve will be held by the Sheriff Port Alfred, at the offices of the Magistrate's Court, Pascoe Crescent, Port Alfred, on Friday, the 20th day of December 2002 at 12h00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale.

Erf 4706, Port Alfred, in the Municipality of Port Alfred, Division of Bathurst, measuring 1 245 square metres in extent, held under Deed of Transfer Number T62337/92, and bonded to the Applicant under Mortgage Bond Number B20089/91, in the amount of R300 000,00.

Situated at No. 2 Alfred Road, Port Alfred.

Improvements described hereunder are not guaranteed. *Main building:* 3 x bedrooms, 2 x bathrooms, lounge, kitchen, diningroom, wash room, two separate garages, separate granny flat with full bathroom.

Terms: 10% deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated during the year 2002.

Sheriff of the High Court, Port Alfred.

Barry Farber Attorneys, Plaintiff's Attorneys, 19 Bompas Road, Dunkeld West. [Tel.: (011) 341-0510.] Fax: (011) 341-0537.] (DX 261, Randburg.) [Tel.: (011) 341-0510.] (Ref: Mr G. Sabelo/ms/l69.)

FREE STATE • VRYSTAAT

Saaknommer: 633/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HARRISMITH GEHOU TE HARRISMITH

In die saak tussen: WILLIAM TSHABALALA, Eiser, en M S LEPOTA, Eerste Verweerder

Geliewe kennis te neem dat ter uitwinning van 'n vonnis van die Landdroshof van Harrismith gedateer 8 Mei 2002, die ondergemelde eiendom in eksekusie verkoop sal word op Vrydag, die 18de dag van Januarie 2003 om 09h00 voor die Landdroshof, Southeystraat, Harrismith. Die verkoping sal onderworpe wees aan die voorwaardes wat deur die vendusie-afslaer gelees sal word tydens die verkoping, welke voorwaardes by die kantoor van die Balju, Harrismith voor die verkoping geïnspekteer kan word.

Beskrywing: 1 (a) Erf 1181, Harrismith, Uitbreiding 21, distrik Harrismith, Provinsie Vrystaat, groot 700 (sewehonderd) Vierkante Meter, gehou kragtens Transportakte No. T4187/2000.

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

Geteken te Harrismith op hede die 8ste dag van November 2002.

Coetzee-Engelbrecht Ing., Prokureurs vir Eiser, Stuartstraat 51a (Posbus 729), Harrismith, 9880. (Verw. CME/RLDJ S506/01.)

Saak No. 3556/2002

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Vrystaatse Provinsiale Afdeling)

**In die saak tussen PEOPLES BANK BEPERK (Reg. Nr 94/000929/06), Eiser, en
TSIETSI ISHMAEL MOLOTSI, Verweerder**

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 24 Oktober 2002 en Lasbrief van Eksekusie gedateer 28 Oktober 2002 sal die volgende eiendom in eksekusie verkoop word op 10 Januarie 2003 om 10:0 te die Landdroskantore, h/v Heeren & Buitenstrate, Welkom, tewete:

Sekere: Erf 23857, geleë in die dorpsgebied Thabong, distrik Welkom, Provinsie Vrystaat, Gehou kragtens Akte van Transport Nr. TL12641/90.

Die eiendom is onderhewig aan 'n verband ten gunste van Peoples Bank Beperk, Verbandakte Nr. BL13010/90, groot 230 (tweehonderd en dertig) vierkante meter.

Verbeterings: Sitkamer, kombuis, 2 slaapkamers, 1 badkamer en toilet, draad omheining, sinkdak.

Voorwaardes van verkoping:

1. Die Verkoping sal onderhewig wees aan die terme en voorwaardes van die Hooggeregshof Wet en die Reëls soos hieronder uiteengesit.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% van die koopprys in kontant onmiddellik na afhandeling van die veiling.

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 19,50% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouvereningswaarborg.

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

Geteken te Bloemfontein op hierdie 15de dag van November 2002.

JMM Verwey, Hill, McHardy & Herbst Ing., Prokureur vir Eiser, Elizabeth Straat 23, Bloemfontein. (Verw. JMM Verwey/je/C06779.)

Saak No. 3555/2002

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Vrystaatse Provinsiale Afdeling)

**In die saak tussen PEOPLES BANK BEPERK (Reg. Nr 94/000929/06), Eiser, en MOTOAITOI DOMINIC MOSOEU,
1ste Verweerder, en LEAH MAMETSING MOSOEU, 2de Verweerder**

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 24 Oktober 2002 en Lasbrief van Eksekusie gedateer 28 Oktober 2002 sal die volgende eiendom in eksekusie verkoop word op 10 Januarie 2003 om 10:0 te die Landdroskantore, h/v Heeren & Buitenstrate, Welkom, tewete:

Sekere: Erf 5689, Thabong, distrik Welkom, Provinsie Vrystaat, gehou kragtens Akte van Transport Nr. TL997/87.

Die eiendom is onderhewig aan 'n verband ten gunste van Peoples Bank Beperk, Verbandakte Nr. BL733/87, groot 273 (tweehonderd drie en sewentig) vierkante meter.

Verbeterings: Sitkamer, kombuis, 3 slaapkamers, 1 badkamer, 1 toilet, draad omheining, sinkdak.

Voorwaardes van verkoping:

1. Die Verkoping sal onderhewig wees aan die terme en voorwaardes van die Hooggeregshof Wet en die Reëls soos hieronder uiteengesit.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% van die koopprys in kontant onmiddellik na afhandeling van die veiling.

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 19,50% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouvereningswaarborg.

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

Geteken te Bloemfontein op hierdie 15de dag van November 2002.

JMM Verwey, Hill, McHardy & Herbst Ing., Prokureur vir Eiser, Elizabeth Straat 23, Bloemfontein. (Verw. JMM Verwey/je/C06778.)

Saaknommer: 2011/02

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

In die saak tussen NEDCOR BANK BEPERK, Eiser, en ZACHARIA LIEBENBERG, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 11 Julie 2002 en Lasbrief van Eksekusie gedateer 12 Julie 2002 sal die volgende eiendom in eksekusie verkoop word op 23 Januarie 2003 om 10:00 te Die Landdroskantore, Kerkstraat, Dewetsdorp teweete:

Sekere: Gedeelte "A" van Erf 340, geleë in die dorp en distrik Dewetsdorp, Provinsie Vrystaat, gehou kragtens Akte van Transport Nr. T11881/88.

Die eiendom is beter bekend as Carrollstraat 22, Dewetsdorp, en onderhewig aan 'n verband ten gunste van Nedcor Bank Beperk, Verbandakte Nr. B13607/88.

Groot: 4282 (vierduisend tweehonderd twee en tagtig) vierkante meter.

Verbeterings: Sitkamer, TV-Kamer, kombuis, 3 slaapkamers, 1 badkamer, 1 motorhuis, omhein met diamantdraad.

Voorwaardes van verkoping:

1. Die Verkoping sal onderhewig wees aan die terme en voorwaardes van die Hooggeregshof Wet en die Reëls soos hieronder uiteengesit.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% van die koopprys in kontant onmiddellik na afhandeling van die veiling;

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 19.50% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

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

Geteken te Bloemfontein op hierdie 15de dag van November 2002.

JMM Verwey, vir Hill, McHardy & Herbst Ing, Prokureur vir Eiser, Elizabethstraat 23, Bloemfontein. (Verw: JMM Verwey/je/C06706.)

Saaknommer: 31629/02

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NEDCOR BANK BEPERK, Eiser, en ELIZABETH CECILIA MARCELLA MATHEWS, 1ste Verweerder, en ANTHONY MATHEWS, 2de Verweerder

Ingevolge 'n Vonnis van bogenoemde Agbare Hof op 18 September 2002 en Lasbrief van Eksekusie gedateer 19 September 2002 sal die volgende eiendom in eksekusie verkoop word op 22 Januarie 2003 om 10:00 te die Balju, Derdestraat 6A, Bloemfontein teweete:

Sekere:

(a) Deel Nr. 27 soos getoon en volledig beskryf op Deelplan Nr. SS53/1994 in die skema bekend as Die Wilgers ten opsigte van die grond en gebou of geboue geleë te Bloemfontein van welke deel die vloeroppervlakte volgens genoemde deelplan 57 (sewe en vyftig) vierkante meter is; en

(b) 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deelplan aangeteken.

Gehou kragtens Akte van Transport Nr. ST24113/1998.

(c) Die eiendom is beter bekend as Die Wilgers Nr. 27, Daniël van Niekerkstraat 6A, Wilgehof, Bloemfontein en onderhewig aan 'n verband ten gunste van Nedcor Bank Beperk, Verbandakte Nr. SB10780/99.

Groot: 57 (sewe en vyftig) vierkante meter.

Verbeterings: 2 slaapkamers, 1 badkamer, kombuis, TV/woonkamer, motorafdek.

Voorwaardes van verkoping:

1. Die Verkoping sal onderhewig wees aan die bepalinge van die Wet op Landdroshof, Nr 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig;

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% van die koopprys in kontant onmiddellik na afhandeling van die veiling;

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 14,00% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

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

Geteken te Bloemfontein op hierdie 14de dag van November 2002.

JMM Verwey, vir Hill, McHardy & Herbst Ing, Prokureur vir Eiser, Elizabethstraat 23, Bloemfontein. (Verw: JMM Verwey/je/C06734.)

Saaknommer: 3072/2002

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

In die saak tussen: PEOPLES BANK BEPERK (Reg. Nr. 94/000929/06), Eiser, en MAHLOMOLA SIMON MOKHOITING, 1ste Verweerder, en JANICE LINDIWE MOKHOITING, 2de Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 9 Oktober 2002 en lasbrief van eksekusie gedateer 11 Oktober 2002 sal die volgende eiendom in eksekusie verkoop word op 17 Januarie 2003 om 10:00 te die Balju, Barnesstraat 5, Westdene, Bloemfontein, tewete:

Sekere: Erf 23246, Bloemfontein (Uitbreiding 148), distrik Bloemfontein, Provinsie Vrystaat (beter bekend as Doringklaatstraat 48, Lourierpark, Bloemfontein).

Die eiendom is onderhewig aan 'n verband ten gunste van Peoples Bank Beperk, Verbandakte Nr. B10733/98, groot 800 (agthonderd) vierkante meter.

Verbeterings: 1 sitkamer, 1 kombuis, 2 slaapkamers, 1 badkamer.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die terme en voorwaardes van die Hooggeregshof Wet en die Reëls soos hieronder uiteengesit.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% van die koopprys in kontant onmiddellik na afhandeling van die veiling.

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 19,50% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

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

Geteken te Bloemfontein op hierdie 14de dag van November 2002.

J. M. M. Verwey, Prokureur vir Eiser, Hill, McHardy & Herbst Ing, Elizabethstraat 23, Bloemfontein. (Verw: JMM VERWEY/je/C06742.)

Saaknommer: 3071/2002

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

In die saak tussen: PEOPLES BANK BEPERK (Reg. Nr. 94/000929/06), Eiser, en GLORYNTON MORRIS MORAKE, 1ste Verweerder, en MANTELE JOHANNA MORAKE, 2de Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 4 Oktober 2002 en lasbrief van eksekusie gedateer 11 Oktober 2002 sal die volgende eiendom in eksekusie verkoop word op 17 Januarie 2003 om 10:00 te die Balju, Barnesstraat 5, Westdene, Bloemfontein, tewete:

Sekere: Perseel 16263, Mangaung, distrik Bloemfontein, provinsie Vrystaat (beter bekend as William Plaatjiesstraat 16263, Kagisanong, Mangaung).

Die eiendom is onderhewig aan 'n verband ten gunste van Peoples Bank Beperk, Verbandakte Nr. B10954/1990, groot 246 (tweehonderd ses en veertig) vierkante meter.

Verbeterings: 1 sitkamer, 1 kombuis, 2 slaapkamers, stort en toilet.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die terme en voorwaardes van die Hooggeregshof Wet en die Reëls soos hieronder uiteengesit.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% van die koopprys in kontant onmiddellik na afhandeling van die veiling.

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 19,50% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

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

Geteken te Bloemfontein op hierdie 14de dag van November 2002.

J. M. M. Verwey, Hill, McHardy & Herbst Ing, Prokureur vir Eiser, Elizabethstraat 23, Bloemfontein. (Verw: JMM Verwey/je/C06743.)

KWAZULU-NATAL

Case No: 3588/00

IN THE HIGH COURT
(Natal Provincial Division)

**In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION, Plaintiff, and
BUSISIWE TRUTH JILAJILA, 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 Wednesday, the 18th of December 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 971 Unit S, Edendale Township, Pietermaritzburg, KwaZulu-Natal.
2. The improvements consists of 2 bedroom dwelling, 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 15th day of November 2002.

Ngcobo Poyo & Diedericks Inc, Plaintiff's Attorneys, 20 Otto Street, Pietermaritzburg. (09/K039/J001).

Case No: 3646/00

IN THE HIGH COURT
(Natal Provincial Division)

**In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION, Plaintiff, and
BHEKUYISE EPHRAIM MLOTSHWA, 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 Wednesday, the 18th of December 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 1656 Unit S, Edendale Township, Pietermaritzburg, KwaZulu-Natal.
2. The improvements consists of 3 bedroom dwelling, 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 15th day of November 2002.

Ngcobo Poyo & Diedericks Inc, Plaintiff's Attorneys, 20 Otto Street, Pietermaritzburg. (09/K039/M006).

Case No: 3587/00

IN THE HIGH COURT
(Natal Provincial Division)

**In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION, Plaintiff, and
THANDAZILE SYMPATHY HLOPHE, 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 Wednesday, the 18th of December 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 986 Unit S, Edendale Township, Pietermaritzburg, KwaZulu-Natal.
2. The improvements consists of 2 bedroom dwelling, 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 15th day of November 2002.

Ngcobo Poyo & Diedericks Inc, Plaintiff's Attorneys, 20 Otto Street, Pietermaritzburg. (09/K039/H002).

Case No. 146/2002

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

**In the matter between BENCORRUM BODY CORPORATE, Plaintiff, and Mr M T MKUMALO
(MLUNGISELWA THEMBINKOSI KHUMALO), Defendant**

In pursuance of judgment granted on the 26 February 2002, in the Durban Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution, on Thursday, 9 January 2003 at 10h00 at Ground Floor, 296 Jan Smuts Highway (cnr Buro Cres.), Mayville, Durban, to the highest bidder:

Description:

(a) A Unit consisting of Section Number 64 as shown and more fully described on Sectional Plan Number SS192/1982, in the scheme known as Bencorrum, in respect of the land and building or buildings, situated in Durban, in extent forty one (41) square metres; and physically situate at Flat B1, Bencorrum Towers, 183 Prince Street, Durban.

(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 held under Deed of Transfer ST50022/1999, in extent (41) square metres.

Postal address: Flat B1, Bencorrum Towers, 183 Prince Street, Durban.

Improvements: Flat comprising, concrete roof, brick & plaster walls, 1 x bedroom & sleeping recess (linoleum floors), 1 x toilet & bathroom combined with bath, 1 x lounge with built-in cupboards, 1 x kitchen with built-in-cupboards & security/electronic gates, held by the Defendant in his name under Deed of Transfer No. ST50022/1999.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% of the purchase price in cash or by a bank guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after 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 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, Durban Central, 296 Jan Smuts Highway (cnr Buro Cres.), Mayville, Durban.

Dated at Durban this 22nd day of November 2002.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P O Box 714, Durban, 4000. [Tel. (031) 304-3541.] (Ref. A C MACKINNON/ik/B0145/81.)

Sheriff of the Magistrate's Court.

Case No. 4133/96

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

In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and NARRAINSAMY MUNSAMY, First Defendant, and KANCHANAMALA MUNSAMY (Bond Account No. 211289299), Second Defendant

In terms of a judgment of the above Honourable Court a sale in execution will be held at the Sheriff's Office, 1 Trevenen Road, Lotusville, Verulam, at 09h00, on Monday, the 6th January 2003 to the highest bidder without reserve:

Lot 1893, Tongaat (Extension No. 15), Registration Division FU, situate in the Entity of Tongaat, Province of KwaZulu-Natal, in extent 675 (six hundred and seventy five) square metres, held under Deed of Transfer No. T13232/1979.

Physical address: 40 Coronation Road, Watsonia, Tongaat.

Zoning: Special Residential.

The property consists of the following: Double storey brick under tile roof dwelling comprising: *Upstairs:* 2 bedrooms (en-suite, carpeted), sliding doors onto balcony, stairs (carpeted).

Downstairs: Entrance hall, 2 lounges (carpeted), dining room (tiled), kitchen (tiled, eye level oven, hob, built-in-cupboards), toilet and bathroom, bedroom (carpeted, en-suite), study room.

Outbuildings comprises garage, cement driveway, face brick fencing.

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

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The full conditions of sale may be inspected at 1 Trevenen Road, Lotusville, Verulam.

Dated at Durban this 19th day of November 2002.

Plaintiff's Attorneys, Goodrickes, 28th Floor, 320 West Street, Durban, 4001. (Ref. J A Allan/S.10215/ds.)

Case No. 901/2001

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOUNT CURRIE HELD AT MATATIELE

In the matter between: BKB BEPERK, Plaintiff, and CORNELIUS JOHANNES UPTON, Defendant

In pursuance of a judgment in the Court of the Magistrate of Matatiele and the warrant of execution issued pursuant thereto on the 27th November 2001, the immovable property described as:

Erf 1772, Ramsgate, situate at Captain David Street, Ramsgate, will be sold in execution on Friday, the 10th January 2003 at 11 am at Court House Road, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Messrs McLeod & Associates, the Plaintiff's Attorneys, 110 Main Street, Matatiele.

The material terms and conditions of the sale are as follows:

1. (a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the Purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 (fourteen) days of the date of sale.

(c) The Purchaser shall pay to the Local Authority, or any other authority entitled thereto such rates, taxes and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The Purchaser shall pay to the Sheriff on the date of sale, his commission calculated at 4% (four per centum) of the purchase price.

(e) The property shall be sold subject to any valid existing tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold "voetstoots".

(g) The risk in and to the property shall pass to the Purchaser on the date of sale.

Dated at Matatiele on this 15th day of November 2002.

McLeod & Associates, Plaintiff's Attorneys, 110 Main Street (P.O. Box 14), Matatiele, 4730.

Case No. 4637/2002

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and CHINTHAMONEY HARILAL, Defendant

The following property will be sold in execution on Monday, the 6th January 2003 at 9h00 at the Sheriff's Office, 1 Trevenen Road, Lotusville, Verulam, to the highest bidder:

Description: Erf 222, La Mercy (Extension No. 1), Registration Division FU, in the Durban Metropolitan Unicity Municipality, Province of KwaZulu-Natal, in extent nine hundred and forty (940) m², held under Deed of Transfer T.40862/99.

Physical address: 21 Jasmine Place, La Mercy, Natal.

The following information is furnished but not guaranteed: Improvements: A single storey brick under slabbing dwelling comprising: 4 bedrooms (3 carpeted, 1 tiled and 1 with en-suite), study room, lounge (carpeted), dining room (tiled), kitchen (tiled, bic, hob, eye level oven & breakfast nook): toilet & bathroom combined, carpeted staircase, double electronic garage. *Basement:* 1 bedroom with en-suite, toilet & bathroom combined.

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 1 Trevenen Road, Lotusville, Verulam [Tel: (032) 533-7387.]

Dated at Durban on this 18th day of November 2002.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, cnr Smith & Field Streets, Durban. (Ref: GAP/46N112 946.)

Case No. 3034/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and VISHEL LALBAHADUR, Defendant

In pursuance of judgment of the High Court of South Africa (Durban and Coast Local Division), dated 27 August 2001 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on 6 January 2003 at 9 am at the Sheriff's Sale Room, 1 Trevenen Road, Lotusville, Verulam, to the highest bidder. The conditions of sale will be read out by the auctioneer at time of the sale and same can be inspected at the office of the Sheriff of the High Court, prior to the sale.

Description: Erf 7935, Verulam (Extension No. 29), Registration Division FU, situate in the North Local Council Area, Province of KwaZulu-Natal, in extent 503 (five hundred and three) square metres, held under Deed of Transfer No. T46713/99.

Street address: 7 Canyon Place, Riverview, Verulam.

Zoning: Residential.

Improvements (not guaranteed): Single storey brick under tile dwelling comprising of: Main bedroom (carpeted), 2 other bedrooms (carpeted), open plan lounge & diningroom (carpeted), kitchen (vinyl), toilet & bathroom combined (tiled), burglar guards.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. All bids will be accepted and the purchaser (other than the Executor Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society approved by the Execution Creditor's attorneys and to be furnished within fourteen days after the date of the sale.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer shall be effected by the attorneys for the Execution Creditor, and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the High Court, 1 Trevenen Road, Lotusville, Verulam.

Dated at Umhlanga Rocks this 20th day of November 2002.

M. A. Callaghan, for Gavin Gow & Co., Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks; P.O. Box 610, Umhlanga Rocks. Dx 1, Umhlanga. [Tel: (031) 561-1011.] (Ref. MAC/SP/S1496 S0205/354.)

Case No. 3235/1999

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

**In the matter between: PORT SHEPSTONE LOCAL COUNCIL, Execution Creditor, and
GROUP 3 HOME BUILDERS CC, Execution Debtor**

Pursuant to a judgment granted by the above Honourable Court on the 22nd July 1999 and a warrant of execution served on the 28th September 2002, the undermentioned property will be sold by public auction on Friday, the 10th January 2003 at 11h00, in front of the Magistrate's Court, Port Shepstone:

Property description: Erf 925, Umtentweni (Ext No. 15), Registration Division ET, in the Hibiscus Coast Municipality Area, and in the UGU District Municipality Area, Province of KwaZulu-Natal in extent 2 196 (two thousand one hundred and ninety six) square metres, held under Deed of Transfer No. T26062/1995.

The property comprises the following: The property is a vacant stand.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance together with interest thereon calculated at the rate of 15,50% per annum, against transfer, to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the sale which guarantee shall be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff, Messrs Grobler and Seethal and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer, upon request by the Plaintiff's attorneys.
4. The full conditions of sale may be inspected at the office of either the Sheriff of the Magistrate's Court, Riverview Road, Sunwich Port, Port Shepstone or at the offices of the Plaintiff's attorneys.

Signed at Port Shepstone on this 12th day of November 2002.

Grobler & Seethal, Attorney for Applicant, "The Chambers", 68 Escombe Street (P.O. Box 73), Port Shepstone, 4240. (Ref. 10U001019.)

MPUMALANGA

Case No. 6850/01

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and HENDRIK PETRUS VAN DER WALT, 1st Defendant, and
RIANE VAN DER WALT, 2nd Defendant**

In the pursuance of a Judgment in the Magistrate's Court, Witbank dated the 16th of October 2001 and relevant Warrant of Execution, the property listed hereunder will be sold in Execution on 8 January 2003 at 10h00 at the Magistrate's Court, Witbank to the highest bidder:

Erf: 42, Hendrina, Registration Division I S, Province of Mpumalanga.

Dwelling with outbuildings.

Also known as: Erf 42, Hendrina.

Measures: 2 855 (Two Thousand Eight Hundred and Fifty Five) square metres.

Held under Deed of Transfer Number T14859/98.

The Conditions of Sale will be read immediately before the sale, and will be for inspection at the Office of the Sheriff of the Magistrate's Court Witbank, or can be read or obtained at the Office of the Attorney for the Plaintiff named hereunder.

Dated at Witbank on this the 18th day of November 2002.

John Bailie & Claassen Inc, Winning Forum Building, Haig Ave, P O Box 913, Witbank, 0135: Ref: Mr Anton Claassen/ KLC/9840.

Saaknr: 5454/02

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

**In die saak tussen: MIDDELBURG LOCAL MUNICIPALITY, Eiser, en DIE HUIDIGE TRUSTEES VAN
DIE TYD TOT TYD LIMAC TRUST No 1130/1998, Verweerder**

Geliewe kennis te neem dat die ondergemelde eiendom na aanleiding van 'n Summiere Vonnis wat in bogemelde saak op 4/10/2002 toegestaan is op Vrydag, 17 Januarie 2003 om 10h00 te President Krugerstraat, Landdroskantoor, 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: Gedeelte 53 van Erf 5160, Middelburg Dorpsgebied, Uitbreiding 11, Registrasie Afdeling JS Mpumalanga.

Groot: 2520.00 vierkante meter.

Gehou: Gehou kragtens Akte van Transport T57046/2000.

Straatadres: Joulestraat 22, Middelburg.

Die eiendom is as volg verbeter: Besigheidsperseel.

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 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 Middelburg op hierdie 28ste dag van November 2002.

Ströh Coetzee Inc, Kerkstraat 49, Middelburg, 1050. Tel: (013) 282 6845. Posbus 4198, Middelburg, 1050. Verw: J D Ströh/ Chané/144945.

Saak No. 39/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK STANDERTON GEHOU TE STANDERTON

**In die saak tussen: FIRST NATIONAL, a Division of FIRSTRAND BANK LIMITED, Eiser, en
J J S NIENABER, 1ste Verweerder, en M E NIENABER, 2de Verweerder**

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 30 Augustus 2002 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die eksekusie skuldenaar op 8 Januarie 2003 om 12h00 voor Die Baljukantoor, Standerton aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping, welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf: Gedeelte 4 van Erf 467, geleë in die dorp Meyerville, Registrasie Afdeling: H S, Provinsie van Mpumalanga.

Beskrywing van eiendom: Onbekend, groot 1 240 (eenduisend tweehonderd en veertig) vierkante meter.

Geteken te Standerton op hede die 21ste dag van November 2002.

Mnr. C W Cloete, Langeveldt & Nel Prokureurs Ing., Samuel Seigel, Berlane Kamers, Andries Pretoriusstraat 16, Posbus 73, Standerton, 2430. (Verw. Mnr C W Cloete/jg/3441.)

NORTHERN CAPE NOORD-KAAP

Saak No. 1039/2001

IN DIE LANDDROSHOF VIR DIE DISTIRK VAN CALVINIA GEHOU TE CALVINIA

In die saak tussen: ABSA BANK, Eksekusieskuldeiser, en mnr. MARTIENS LEUKES, Eerste Eksekusieskuldenaar, en mev. MARIA LEUKES, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Calvinia op 5 Oktober 2001 sal die onderstaande eiendom om 10h00 op 17 Januarie 2003 te Calvynstraat 1A, Calvinia, 8190, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word beskryf as: Erf 2867, Calvinia, geleë in die gebied van die Plaaslike Oorgangsraad vir die Munisipaliteit Calvinia, Afdeling Calvinia, Provinsie Noord-Kaap, groot 663 (seshonderd drie en sestig) vierkante meter, gehou kragtens Transportakte No. T70400/93, bekend as 4de Slot 2867, Calvinia.

Verbandhouer: ABSA Bank Beperk (Reg. No. 1986/004794/06).

Terme:

Die belangrikste voorwaardes daarin vervat is die volgende:

1. Die koper is aanspreeklik vir die volgende by die ondertekening van die verkoopsvoorwaardes:

- (a) 'n Deposito van 10% bereken op die koopprys;
- (b) afslaeskommissie;
- (c) agterstallige erfbelasting en dienstegelede;
- (d) Transportkoste;

2. Die koper sal binne 14 dae na datum van geregtelike verkoping 'n geldige bankwaarborg ten opsigte van alle uitstaande gelde voorsien.

Geteken te Calvinia op die 22ste dag van November 2002.

N J A de Lange, Balju van die Hof.

D C Coetzee, Johannes G Coetzee & Seun, Eiser se Prokureurs, Kerkstraat 33, Calvinia, 8190. [Tel. (027) 341-2743.] (Verw. INV/WL.) (Lêernr: AB4893.)

NORTHERN PROVINCE NOORDELIKE PROVINSIE

Case Number: 1950/96

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

In the matter between NORTHERN PROVINCE DEVELOPMENT CORPORATION LIMITED, Execution Creditor, and Mr ZACHARIAS CHRISTOPHER MATHELEMUSA, Execution Debtor

In compliance with the judgment of the Magistrate's Court and the warrant of execution served on 30 September 2002, the undermentioned immovable property will be sold in execution by the Thohoyandou Sheriff, on 17 January 2003 at 11h00 at the premises of the immovable property to be sold.

Right, title and interest in and to: Residential Site No. 224, Thohoyandou A Township, Registration Division MT, held by Deed of Grant Number TG14243/1997VN, improved with a beer lounge/restaurant with a kitchen, 2 toilets and a storeroom.

The conditions of sale are open for inspection at the offices of the Thohoyandou Sheriff.

Main terms of sale:

- 1. Property is sold voetstoots.
- 2. 10% cash deposit on date of sale.
- 3. Bank guarantees for balance of purchase price within 30 days.
- 4. Occupation and risk of profit and loss pass to purchaser immediately.
- 5. The Sheriff's auctioneer's charges are payable by the Purchaser on date of sale.
- 7. Should VAT be payable on the purchase price, it shall be payable by the Purchaser.

Signed at Thohoyandou on this 12th day of November 2002.

Booyens Du Preez & Boshoff Inc, Mphephu Drive 653, Thohoyandou P West; Private Bag X2358, Sibasa. [Tel. No.: (015) 962-4305/6/9.] (Ref.: H. H. du Preez/N20/RM9.)

NORTH WEST NOORDWES

Saak No. 9412/02

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

**In die saak tussen STADSRAAD VAN POTCHEFSTROOM, Eiser, en ALLI'S INDUSTRIAL INVESTMENTS BK,
Verweerder**

Ingevolge 'n vonnis in bogemelde saak in die Landdroshof van Potchefstroom gedateer 24 Oktober 2002, sal die volgende eiendom per geregtelike veiling verkoop word te Rossstraat 30, Potchindustria, Potchefstroom om 10:00 op 29 Januarie 2003.

Erf 174, geleë in die dorp Potchindustria, Registrasie Afdeling I.Q., provinsie Noordwes (beter bekend as Rossstraat 30, Potchindustria, Potchefstroom), groot 4 368 vierkante meter.

Voorwaardes vir verkoop:

1. Die eiendom sal deur die Balju van die Landdroshof, Potchefstroom aan die hoogste bieder verkoop word.
2. Die koper moet 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping aan die Balju van die Landdroshof, Potchefstroom.

Die balans van die koopprys moet gewaarborg word deur 'n geregistreerde handelsbank betaalbaar by registrasie van die eiendom in die naam van die koper, welke gemelde waarborg, gelewer moet word binne dertig (30) dae vanaf datum van die verkoping aan die Balju van die Landdroshof, Potchefstroom.

Die verdere voorwaardes van verkoop sal ter insae lê by die kantore van die Balju van die Landdroshof, Potchefstroom.

Die verdere voorwaardes van verkoop sal ter inae lê by die kantore van die Balju van die Landdroshof, Wolmaransstraat 86, Potchefstroom.

Aldus gedoen en geteken te Potchefstroom hierdie 18de dag van November 2002.

Awie Wright Prokureurs, Du Plooystraat 69, Potchefstroom, Posbus 1200, Potchefstroom, 2520. (Verw. MS/LS/S.3969.)

WESTERN CAPE WES-KAAP

Case No: 45/01

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

In the matter between ABSA BANK LIMITED, Plaintiff, and C ANDREWS, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Stellenbosch Magistrate's Courthouse, Alexander Street, Stellenbosch on the 14th of January 2003 at 11h30.

Section 19 as shown and more fully described on sectional plan no. SS106/1990 in the building of buildings known as Vineyard Court, situate at Idas Valley, in the Municipality of Stellenbosch, of which 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 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.

Held under Certificate of Registered Sectional Title No. ST106/1990 (19) (Unit), in extent 46 (forty six) square metres, held under Sectional Title Mortgage Bond No. SB933/91.

Street address: 13 Vineyard Court, 5 Bloekom Avenue, Idas Valley, Stellenbosch.

1. The following improvements are reported, but not guaranteed: 1 bedroom, kitchen, bathroom, toilet, lounge.
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 12th day of November 2002.

Balslles Inc, Plaintiff's Attorneys, 8-9th Avenue, Boston, Bellville. (Ref: ML/ja/TAB002.)

Saak Nr.: 132/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN LAINGSBURG GEHOU TE LAINGSBURG

In die saak tussen WPK LANDBOU BEPERK, Vonnisskuldeiser, en J A F DU PLESSIS, Vonnisskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 11 Desember 1998 in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, op Woensdag 8 Januarie 2003 om 10h00 te Landdroskantoor, Ceres gehou word van die ondergenoemde eiendom van die eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju.

Gedeelte 6 van die plaas Klipfontein Nr. 154, Afdeling Ceres, Provinsie Wes-Kaap, groot nege komma twee nege vier nul (9,2940) hektaar.

Volgens Transportakte Nr. T4411/1971 gemaak ten gunste van die Verbandgewer en onderhewig aan die voorwaardes waarna daarin verwys word; en

Restant van die plaas Bakensrivier Nr. 155, Afdeling Ceres, Provinsie Wes-Kaap, groot tweeduisend negehonderd ses en veertig komma vier een ses agt (2 946,4168) hektaar.

Volgens Transportakte Nr. T4411/1971 gemaak ten gunste van die Verbandgewer en onderhewig aan die voorwaardes waarna daarin verwys word; en

Gedeelte 1 van die plaas Elandskrag Nr. 269, Afdeling Laingsburg, Provinsie Wes-Kaap, groot drieduisend eenhonderd vier en sewentig komma een nul agt nege (3 174,1089) hektaar.

Volgens Transportakte Nr. T.4411/1971 gemaak ten gunste van die Verbandgewer en onderhewig aan die voorwaardes waarna daarin verwys word.

Na bewering is die eiendom 'n woonhuis, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 5% (vyf persent) afslaersgelde tot en met R30 000,00 en daarna 3% (drie persent) met 'n maksimum van R7 000,00 en 'n minimum van R260,00 in kontant op die veilingsdag; die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping.

Gedateer te Malmesbury hierdie 20ste dag van Oktober 2002.

J H Potgieter, vir Pierre du Plessis & Mostert, Prokureur vir Eiser, Piet Retiefstraat 13, Malmesbury. (Verw: JP/mr/W81.)

Case No. 45/01

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and C ANDREWS, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Stellenbosch Magistrate's Courthouse, Alexander Street, Stellenbosch, on the 14th of January 2003 at 11h30.

Section 19, as shown and more fully described on Sectional Plan No. SS106/1990, in the building of buildings, known as Vineyard Court, situate at Idas Valley, in the Municipality of Stellenbosch, of which 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 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.

Held under Certificate of Registered Sectional Title No. ST106/1990 (19) (Unit), in extent 46 (forty six) square metres, held under Sectional Title Mortgage Bond No. SB933/91.

Street address: 13 Vineyard Court, 5 Bloekom Avenue, Idas Valley, Stellenbosch.

1. The following improvements are reported, but not guaranteed: 1 Bedroom, kitchen, bathroom, toilet, lounge.

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 12th day of November 2002.

Balsillies Inc., Plaintiff's Attorneys, 8—9th Avenue, Boston. Bellville. (Ref.: ML/ja/TAB002.)

Case No. 13793/02

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

In the matter between: THE TRUSTEES FOR THE TIME BEING OF TWILLEY GARDENS BODY CORPORATE, Judgment Creditor, and Mr SODLADLA, Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 24 October 2002, the property listed hereunder, and commonly known as 47 Twilley Gardens, Doncaster Road, Kenilworth, will be sold in execution at the premises at 47 Twilley Gardens, Doncaster Road, Kenilworth, on 8 January 2003 at 12h00, to the highest bidder.

A unit consisting of:

1. Section No. 9, as shown and more fully described on Sectional Plan No. ST9/91, in the scheme known as "SS Twilley Gardens" in respect of the land and building or buildings situate at SS Twilley Gardens, situate at Kenilworth in the City of Cape Town, Cape Division, of which section the floor area, according to the said sectional plan, is 80 (eighty) 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. ST8983/1999.

The following improvements are reported to be on the property, but nothing is guaranteed: 2 Bedrooms, kitchen, lounge, bathroom and toilet.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg North.

Dated at Cape Town on this 25th day of November 2002.

Cliffe Dekker Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref: COLL/CYSTER T/219704.)

Saaknommer: 1309/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen: **ABSA BANK, handeldrywende as BANKFIN, Vonnisskuldeiser, en
FOWLER M N, Vonnisskuldenaar**

Ingevolge 'n vonnis gelewer op die 18/10/99 in die Kaapstad Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 23 Januarie 2003 om 10h00 te Balju Goodwood se perseel te Eppinglaan, Elsies Rivier, aan die hoogste bieder, met geen reserweprys.

Beskrywing: Erf 2020, Matroosfontein, groot 517 (vyfhonderd en sewentien) vierkante meter, gehou kragtens Transportakte Nr. T46885/1999.

Straatadres: No. 13, Vyfde Straat, Bishop Lavis.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit asbes dak, baksteen mure, 1 sitkamer, 1 kombuis, 1 badkamer, 3 slaapkamers.

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 Eppinglaan, Elsies Rivier, Tel. 932-7126.

Gedateer te Parow op hierdie 26ste dag van November 2002.

N. Rathbone, Pienaar Rathbone & Genote, h/v 2de Laan & Fairfield Suid Strate, Parow; Posbus 702, Parow, 7500. [Telefoon: (021) 930-2124.] (Verwys: NR/ar/ZA2106.)

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

KWAZULU-NATAL

AUCTION ALLIANCE KZN (PTY) LTD

Duly instructed by the Trustee of the following matter, we will sell the immovable property stemming from this matter by means of a public auction sale:

Insolvent estate: **Ruri Family Trust, Master's Reference T4811/02**

on Wednesday, 18 December 2002 at 12h00 (Sectional Title Unit No. 12 in the building known as Carmel, Margate).

Terms: 15% deposit by way of a bank guaranteed cheque. No cash. Balance to be paid on registration of transfer.

Auction Alliance KZN (Pty) Ltd, P O Box 219, Umhlanga Rocks, 4320. Tel. (031) 566-3333 or Hein Hattingh 083 639 0558. Fax (031) 566-3348.

WESTERN CAPE WES-KAAP

SPECTRUM AUCTIONEERS CC

Duly instructed by the Liquidator in the matter of **Erf 4866 Hout Bay CC** (in liquidation) (MRN: T4257/02), we will sell by public auction the property described below completely without reserve and to the highest bidder on the fall of the hammer on 19 December 2002 at 11 am sharp at 2062 Andrews Road, Hout Bay, Cape Province, comprising of the following: Vacant stand commanding views of both sea and mountain.

Terms: 20% deposit balance within 30 days.

Contact: Spectrum Auctioneers CC on Tel. (011) 900-2800.

**Dog ate your Gazette?
... read it online**



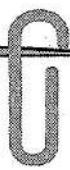
www.SA Gazettes.co.za
.....

A new information Portal keeping you up to date with news, legislation, the Parliamentary programme and which is the largest pool of SA Gazette information available on the Web.

- Easily accessible through the www!
 - Government Gazettes - from January 1994
 - Compilations of all Indexes pertaining to the past week's Government Gazettes
 - All Provincial Gazettes - from September 1995
 - Parliamentary Bills - as of January 1999.
- Available in full-text, with keyword searching
- Sabinet Online scans, formats, edits and organize information for you. Diagrams and forms included as images.
- No stacks of printed gazettes - all on computer. Think of the storage space you save.
- Offers Bill Tracker - complementing the SA Gazettes products.

For easy electronic access to full-text gazette info, subscribe to the SA Gazettes from Sabinet Online. Please visit us at www.sagazettes.co.za

Sabinet
 **Online**



*Looking for back copies and out of print issues of
the Government Gazette and Provincial Gazettes?*

The National Library of SA has them!

Let us make your day with the information you need ...

National Library of SA, Pretoria Division

PO Box 397

0001 PRETORIA

Tel.:(012) 321-8931, Fax: (012) 325-5984

E-mail: infodesk@nlsa.ac.za



*Soek u ou kopieë en uit druk uitgawes van die
Staatskoerant en Provinsiale Koerante?*

Die Nasionale Biblioteek van SA het hulle!

Met ons hoef u nie te sukkel om inligting te bekom nie ...

Nasionale Biblioteek van SA, Pretoria Divisie

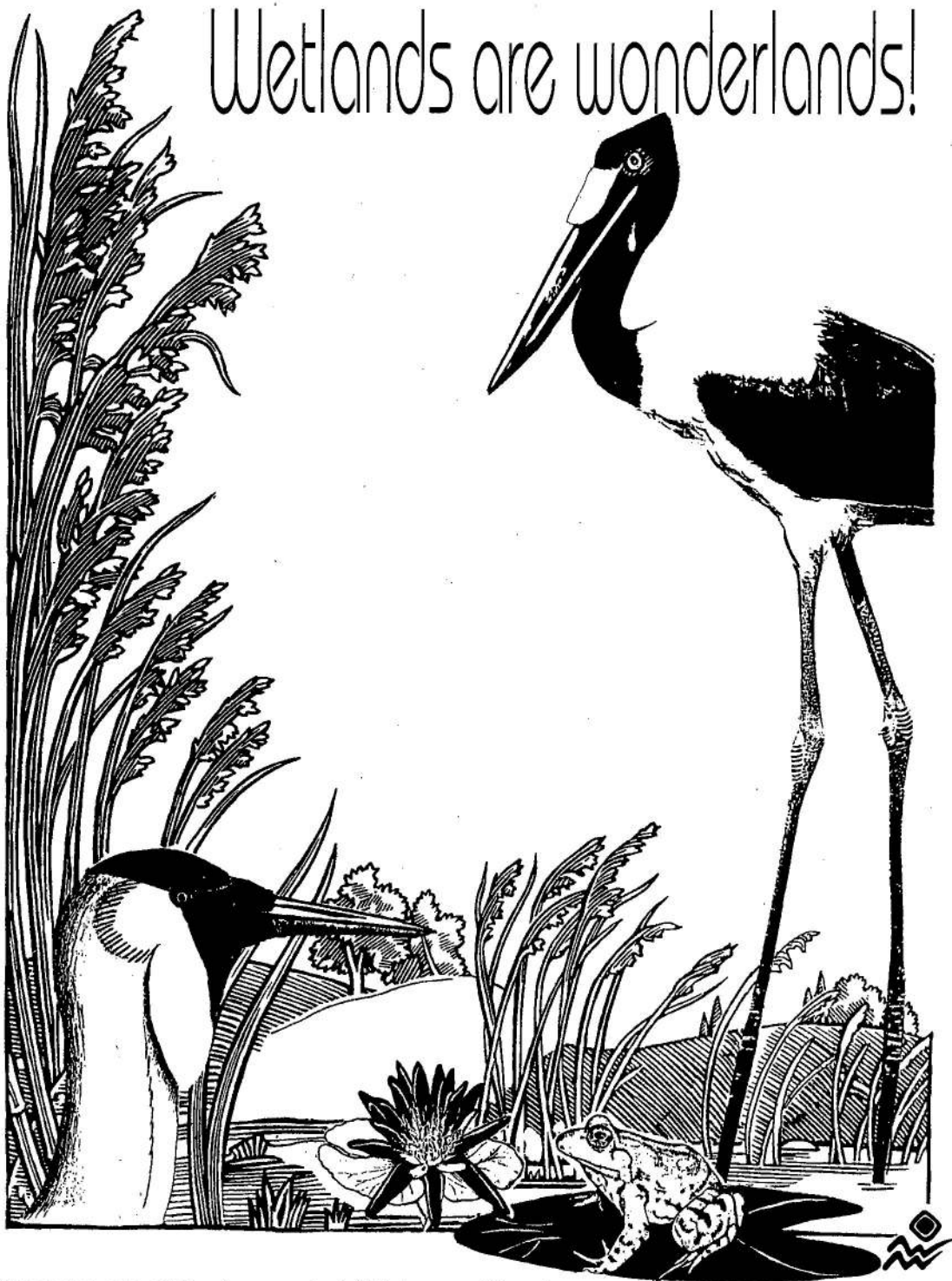
Posbus 397

0001 PRETORIA

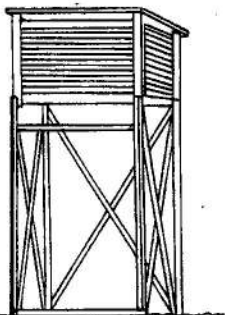
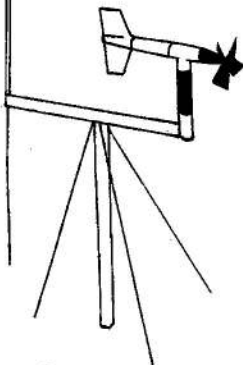
Tel.:(012) 321-8931, Faks: (012) 325-5984

E-pos: infodesk@nlsa.ac.za

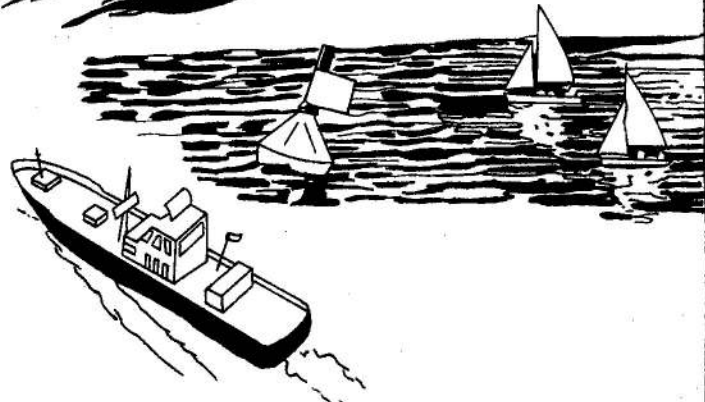
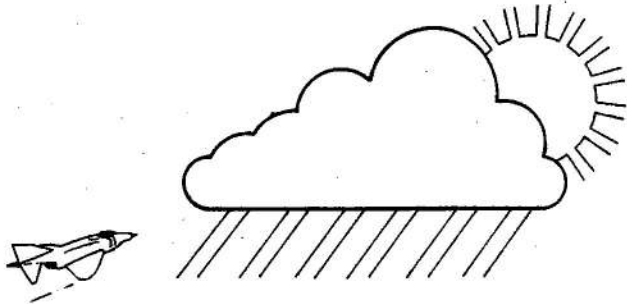
Wetlands are wonderlands!



Department of Environmental Affairs and Tourism

SA WEATHER BUREAU SA WEERBURO

**W
E
A
T
H
E
R
·
S
E
R
V
I
C
E
S
·
W
E
E
R
D
I
E
N
S
T
E**





THE WEATHER BUREAU HELPS FARMERS TO PLAN THEIR CROP



THE WEATHER BUREAU: DEPARTMENT OF ENVIRONMENTAL AFFAIRS & TOURISM
DIE WEERBURO: DEPARTEMENT VAN OMGEWINGSKE EN TOERISME

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001

Publications: Tel: (012) 334-4508, 334-4509, 334-4510

Advertisements: Tel: (012) 334-4673, 334-4674, 334-4504

Subscriptions: Tel: (012) 334-4735, 334-4736, 334-4737

Cape Town Branch: Tel: (021) 465-7531

Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaatsak X85, Pretoria, 0001

Publikasies: Tel: (012) 334-4508, 334-4509, 334-4510

Advertensies: Tel: (012) 334-4673, 334-4674, 334-4504

Subskripsies: Tel: (012) 334-4735, 334-4736, 334-4737

Kaapstad-tak: Tel: (021) 465-7531