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B

LEGAL NOTICES

WETLIKE

**PART 2
DEEL 2**

KENNISGEWINGS

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



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

Case No. 7053/2003

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MATHOME PHILLIP CHOENYANA, ID. 6902045869089, Bond Account No. 852507494-00101, 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, 13 August 2003 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Witbank, 3 Rhodes Street, Witbank, and will be read out prior to the sale taking place.

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

Property: Erf 590, KwaGuqa Extension 2 Township, Registration Division JS, Mpumalanga, measuring 631 square metres, also known as Erf 590, KwaGuqa Extension 2, Witbank.

Improvements: Dwelling: 3 bedrooms, 1 bathroom, 1 kitchen, 1 lounge.

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. (012) 342-9164.] (Ref. Mr Croucamp/Dalene/E793.)

Case No. 166/2002

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and GLORY SIPHIWE MKHONZA, Bond Account Number: 4478602000101, Defendant

A sale in execution of the undermentioned property is to be sold by the Acting Sheriff, Nsikazi and to be held at the Magistrate's Court, Kabokweni, District Nsikazi on Wednesday, 13 August 2003 at 12h00.

Full conditions of sale can be inspected at the Acting Sheriff Nsikazi, 15 Aluminium Street, White River, 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 2525, Kanyamazane Township, Registration Division JU, Mpumalanga, measuring 323 square metres, also known as Erf 2525, Kanyamazane.

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

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. (012) 342-9164.] (Ref. Mr Croucamp/Dalene/E11932.)

Saak No. 5060/02

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen ABSA BANK BPK., Eksekusieskuldeiser, en M. J. en F. M. O. NKADIMENG, Eksekusieskuldenaar

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief tot uitwinning gedateer 4 Julie 2002 sal die reg, titel en belang van die Eksekusieskuldenaar se eiendom verkoop word deur die Balju, Middelburg in eksekusie om 10h00 op 15 Augustus 2003 te Landdroshof, Pres. Krugerstraat, Middelburg, aan die hoogste bieder:

Erf 3518, X1 Mhluzi, Middelburg, Registrasie Afdeling JS, provinsie Mpumalanga, groot 321 vierkante meter, gehou kragtens Akte van Transport T58222/96, Verband B55817/96.

Bestaande uit 2 x slaapkamers, sitkamer, kombuis, badkamer.

1. Die eiendom sal voetstoots verkoop word en sonder reserve.
2. 10% (tien persent) van die koopprijs 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, President Krugerstraat 21A, Middelburg.

Aldus gedaan en geteken te Middelburg op 17 Julie 2003.

C. J. Alberts, Van Deventer & Campher, President Krugerstraat 21A. [Tel. (013) 282-4675.] (Verw. mnr. Alberts/ED/BAA861/02.)

Case No. 4051/2003

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and THEMBA JOHANNES NDABA,
ID 3510255138088, Bond Account No. 4398252200101, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff of Eerstehoek at the Magistrate's Court, Eerstehoek on Friday, 15 August 2003 at 10h00.

Full conditions of sale can be inspected at the offices of the Sheriff Eerstehoek, who can be contacted on (017) 811-6578, 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 1247, Elukwatini, Eerstehoek, Registration Division IT, Mpumalanga, measuring 1 125 square metres, also known as Erf 1247, Elukwatini, Eerstehoek.

Improvements: Main building: 3 bedrooms, 1 bathroom, 1 lounge, 1 dining-room, 1 kitchen.

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Dalene/E18041.)

Case No. 10973/2003

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

**In the matter between STANDARD BANK OF SA LIMITED (1962/000738/06), Plaintiff, and
XIVABYANA WILLIAM BHILA, Defendant**

In pursuance of a judgment of the above-mentioned Court and a writ for execution, the undermentioned property will be sold in execution on Friday, 22 August 2003 at 10:00 by the Sheriff of the High Court, Mdtjiana, held at the Magistrate's Court, Mdtjiana, to the highest bidder.

Full conditions of sale can be inspected at the offices of the Sheriff of the High Court, Mdtjiana at 14 Grobler Avenue, Groblersdal and will also be read out prior to the sale:

The following additional information is furnished though in this respect nothing is guaranteed in the event of the information not being correct:

Erf B1030, situate in the Township of Siyabuswa B, in the District of Mdtjiana, measuring 600 square metres, held under Deed of Grant No. 462/1988.

Street address: Erf B1030, situate in the Township of Siyabuswa B in the District Mdtjiana, Siyabuswa, KwaNdebele, Mpumalanga Province.

Improvements: Dwelling consisting of living-room, kitchen, 4 bedrooms and 2 bathrooms, carport.

Signed at Pretoria on this 24th day of July 2003.

Haasbroek and Boezaart Inc., Plaintiff's Attorneys, Momentum Centre, West Tower, 2nd Floor, Pretorius Street, P.O. Box 2205, Pretoria. [Tel. (012) 322-4401.] (Ref. V. Rensburg/BVDM/nl/S1234/2303.)

Case No. 28327/2001

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and ERASMUS, HENDRIK JOHANNES, First Defendant,
FERREIRA, CHRIS JOHAN, Second Defendant, ACKERMANN, HENDRIK ABRAHAM and ACKERMANN, RIANNA
LOUISE, Third Defendants**

A sale in execution will be held on Thursday, 21 August 2003 at 10h00 by the Sheriff for Witbank at the premises at Flat Nos, 3, 7, 22, 24 and 25, Stadium Court, 1 Montgomery Street, Witbank Extension 5. The properties which is being offered for sale consists of 6 (six) units which will first be offered separately and then jointly. All offers on the separate units will be declined if a better offer for all the units jointly is received, of:

Section No. 3 on Sectional Plan No. SS21/96 in the building or buildings known as Stadium Court situate at Witbank Extension 5 Township, Transitional Local Council of Witbank, measuring 72 (seventy-two) square metres, and an undivided share in the common property, held under Deed of Transfer No. ST24954/97 dated 19 March 1997.

Known as Flat No. 3, Stadium Court, 1 Montgomery Street, Witbank Extension 5.

Particulars are not guaranteed: One bedroom flat with lounge, kitchen, bathroom with toilet and balcony.

Section No. 7 on Sectional Plan No. SS21/96 in the building or buildings known as Stadium Court situate at Witbank Extension 5 Township, Transitional Local Council of Witbank, measuring 73 (seventy-three) square metres, and an undivided share in the common property, held under Deed of Transfer No. ST24955/97 dated 19 March 1997.

Known as Flat No. 7, Stadium Court, 1 Montgomery Street, Witbank Extension 5.

Particulars are not guaranteed: One bedroom flat with lounge, kitchen, bathroom with toilet and balcony.

Section No. 10 on Sectional Plan No. SS21/96 in the building or buildings known as Stadium Court situate at Witbank Extension 5 Township, Transitional Local Council of Witbank, measuring 72 (seventy-two) square metres, and an undivided share in the common property, held under Deed of Transfer No. ST24956/97 dated 19 March 1997.

Known as Flat No. 22, Stadium Court, 1 Montgomery Street, Witbank Extension 5.

Particulars are not guaranteed: One bedroom flat with lounge, kitchen, bathroom with toilet and balcony.

Section No. 12 on Sectional Plan No. SS21/96 in the building or buildings known as Stadium Court situate at Witbank Extension 5 Township, Transitional Local Council of Witbank, measuring 73 (seventy-three) square metres, and an undivided share in the common property, held under Deed of Transfer No. ST24957/97 dated 19 March 1997.

Known as Flat No. 24, Stadium Court, 1 Montgomery Street, Witbank Extension 5.

Particulars are not guaranteed: One bedroom flat with lounge, kitchen, bathroom with toilet and balcony.

Section No. 13 on Sectional Plan No. SS21/96 in the building or buildings known as Stadium Court situate at Witbank Extension 5 Township, Transitional Local Council of Witbank, measuring 35 (thirty-five) square metres, and an undivided share in the common property, held under Deed of Transfer No. ST24958/97 dated 19 March 1997.

Known as Flat No. 25, Stadium Court, 1 Montgomery Street, Witbank Extension 5.

Particulars are not guaranteed: Bachelor flat with kitchen, bathroom with toilet and balcony.

Inspect conditions at the offices of the Sheriff, Witbank, 3 Rhodes Avenue, Witbank.

P. C. de Beer, MacRobert Inc., Attorney for the Plaintiff, 23rd Floor, SAAU Buiding, cnr. Schoeman and Andries Streets, Pretoria, 0002. [Tel. (012) 339-8311.] (Ref. PDB/A. du Preez/615652.)

NORTHERN CAPE NOORD-KAAP

Saak No. 2258/02

IN DIE LANDDROSHOF VIR DIE DISTRIK NAMAKWALAND GEHOU TE SPRINGBOK

**In die saak tussen MAKWA GROOTHANDEL (EDMS.) BEPERK, Eiser, en
mnr. IVAN MEIRING, h/a A & A SUPERMARK, Verweerder**

Geliewe kennis te neem dat ingevolge 'n vonnis gedateer 5 Desember 2002 van die Landdroshof, Springbok en 'n lasbrief vir eksekusie sal die volgende onroerende eiendomme geregtelik verkoop word op 8 Augustus 2003 om 10h00 by die Landdroskantoor te Springbok, Erf 23, Concordia, geleë in Nama Khoi Munisipaliteit, afdeling Namakwaland, provinsie Noord-Kaap, groot 658 vierkante meter, gehou kragtens Transportakte No. T46675/93 en Erf 142, Concordia, geleë in die Nama Khoi Munisipaliteit, afdeling Namakwaland, provinsie Noord-Kaap, groot 1 815 vierkante meter, gehou kragtens Transportakte No. T46675/93.

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshof en Reëls daarvolgens neergelê.

2. Die koopprys sal as volg betaalbaar wees:

(a) 10% (tien persent) in kontant of by wyse van 'n bankgewaarborgde tjek by ondertekening van die koopkontrak.

(b) Die balans by registrasie van die oordrag en vir hierdie doel sal die koper 'n bankwaarborg binne 14 (veertien) dae vanaf die datum van die veiling verskaf aan die Balju, Springbok. Die volledige verkoopvoorwaardes sal onmiddellik voor die veiling uitgelees word en lê ter insae by die kantoor van die Balju, Springbok.

H. J. Luttig, D. J. Scholtz & De Wit, Prokureurs vir Eiser, Van der Stelstraat 12 (Posbus 35), Springbok, 8240. [Tel. (027) 712-2025.] [Fax (027) 718-2419.]

Saak No. 872/2002

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Noord-Kaapse Afdeling)

**In die saak tussen BOE BANK BEPERK, Eiser, en mnr. LATIEF LIONEL KENNY, ID 5003105062029, 1ste Verweerder,
en mev. IDA AGNES CHARLOTTE KENNY, ID 5107300089014, 2de Verweerderes**

Uit kragte van 'n vonnis van die Hooggeregshof van Suid-Afrika (Noord-Kaapse Afdeling) en kragtens 'n lasbrief tot uitwinning teen onroerende eiendom sal die volgende eiendom per publieke veiling op Donderdag, 14 Augustus 2003 om 10:00 deur die Balju van die Hooggeregshof, Kimberley te die Landdroshof, Knightstraat, Kimberley, aan die hoogste bieder verkoop word naamlik:

Eiendomsbeskrywing: Erf 12303, geleë in die stad en distrik van Kimberley, Noordkaap Provinsie, groot 589 vierkante meter en gehou kragtens Transportakte No. T1731/74, en beter bekend as Huttonstraat 20, Homestead, Kimberley.

Die eiendom bestaan uit die volgende: 'n Woonhuis, welke eiendom gesoneer is vir woondoeleindes, bestaande uit 3 slaapkamers, 1 kombuis, 3 badkamers, 1 spens, 1 opwaskamer, 1 TV kamer, 1 eetkamer, 1 sitkamer, 1 motorhuis.

Verbeterings: Nul.

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

Geteken te Bloemfontein hierdie 30ste dag van Junie 2003.

De Buys Human, Symington & De Kok, Prokureur vir Eiser, Nelson Mandelarylaan 169B, Bloemfontein. (Verw. MK0576.)
P/a Johan C. M. Venter Prokureur, Durbanstraat 22, Hillcrest, Kimberley.

Saak No. 379/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GORDONIA GEHOU TE KAKAMAS

In die saak tussen FIRST NATIONAL BANK, Eksekusieskuldeiser, en LANGVERWAG KAFEE, Eksekusieskuldenaar

Neem kennis dat 'n eksekusieveiling van die onderstaande eiendom sal plaasvind op Vrydag, 8 Augustus 2003 om 10h00 voor die Landdroskantore, Voortrekkerstraat, Kakamas, synde:

Erf 306, Kakamas, Munisipaliteit Kai !Garib, afdeling Kenhardt, provinsie Noord-Kaap, groot 601 vierkante meter.

Gedateer te Kakamas op hierdie 11de dag van Julie 2003.

Le Roux & Genote Ingelyf, Prokureurs vir Eiser, Voortrekkerstraat 30 (Posbus 159), Kakamas, 8870. [Tel. (054) 431-0823/4.] [Faks (054) 431-0790.]

Vir verdere navrae: Die Balju, G. van der Merwe, Voortrekkerstraat, Kakamas. [Tel. (054) 431-0138/073 182 3068.]

Saak No. 122/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen SUID-AFRIKAANSE INKOMSTEDIENS, Eiser, en J. C. GROENEWALD, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bogenoemde Agbare Hof op 31 Maart 2003, die onderstaande eiendom te wete:

Farm No. 366 en 364, in die munisipaliteit Jacobsdal, afdeling Jacobsdal, provinsie Vrystaat, groot 639,4212 en 565,3111 hektaar, gehou kragtens Transportaktes No. T20002/1994 en T20002/1994 in eksekusie verkoop sal word op 14 Augustus 2003 om 10h00 voor die Landdroskantoor, Kimberley.

Verkoopsvoorwaardes:

1. Die eiendom word voetstoots verkoop en niks word gewaarborg nie.
2. Die koopprijs 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, belasting, sanitêre fooie, ens.
4. Die verkoopsvoorwaardes sal ter insae lê by die kantoor van die Balju, 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 Julie 2003.

Ontvanger van Inkomste (Waarnemende), Kimberley. [Verw. mev. Pretorius (4630184655).]

Saak No. 262/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen SUID-AFRIKAANSE INKOMSTEDIENS, Eiser, en D. F. M. SMITH, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bogenoemde Agbare Hof op 16 September 2001, die onderstaande eiendom te wete:

Sekere Erf 919, in die Munisipaliteit Barkly-Wes, afdeling Barkly-Wes, provinsie Noord-Kaap, groot 1115,0000 vierkante meter, gehou kragtens Transportakte No. T259/1985 in eksekusie verkoop sal word op 14 Augustus 2003 om 10h00 voor die Landdroskantoor, Kimberley.

Verkoopsvoorwaardes:

1. Die eiendom word voetstoots verkoop en niks word gewaarborg nie.
2. Die koopprijs 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, belasting, sanitêre fooie, ens.

4. Die verkoopsvoorwaardes sal ter insae lê by die kantoor van die Balju, 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 Julie 2003.

Ontvanger van Inkomste (Waarnemende), Kimberley. [Verw. mev. Pretorius (0448037069).]

Saak Nr. 122/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen SUID-AFRIKAANSE INKOMSTEDIENS, Eiser, en JC GROENEWALD, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bogenoemde Agbare Hof op 31/03/03, die onderstaande eiendomme te wete: Farm No. 366 en 364, in die Munisipaliteit Jacobsdal, Afdeling Jacobsdal, Provinsie Vrystaat, groot 639,4212 en 565,3111 hektaar, gehou kragtens Transportaktes No. T20002/1994 en T20002/1994 in eksekusie verkoop sal word op 14 Augustus 2003 om 10h00 voor die Landdroskantoor, 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, 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 Julie 2003.

(Nms) (Wnde) Ontvanger van Inkomste, Kimberley. Verw. Mev. Pretorius (4630184655.)

Saak Nr. 262/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen SUID-AFRIKAANSE INKOMSTEDIENS, Eiser, en DFM SMITH, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bogenoemde Agbare Hof op 16/09/01, die onderstaande eiendomme te wete: Sekere Erf 919, in die Munisipaliteit Barkly-Wes, Afdeling Barkly-Wes, provinsie Noord-Kaap, groot 1 115,0000 vierkante meter, gehou kragtens Transportakte No. T259/1985 in eksekusie verkoop sal word op 14 Augustus 2003 om 10h00 voor die Landdroskantoor, 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, 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 Julie 2003.

(Nms) (Wnde) Ontvanger van Inkomste, Kimberley. Verw. Mev. Pretorius (0448037069.)

**NORTHERN PROVINCE
NOORDELIKE PROVINSIE**

Case No. 10644/2003

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

**In the matter between NEDCOR BANK LIMITED, formerly known as NEDCOR BANK LIMITED, Plaintiff, and
LESAKA JOHANNES RAPHESU, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Mankweng on the 15th August 2003 at 11h00.

Full conditions of sale can be inspected at the Offices of the Sheriff of the High Court, Shop 1 Maphori Shopping Centre, Lebowaikgomo 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 any of the descriptions and/or improvements.

Property: Ownership Erf 734, Mankweng-C Township; Registration Division LS, Northern Province, measuring 450 square metres, held by virtue of Deed of Grant No. TG.1688/2002.

Improvements: 3 bedrooms, 1 bathroom, 1 kitchen, diningroom.

Dated at Pretoria on 19 June 2003.

E M Eybers, Adams & Adams, Attorneys for Plaintiff, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria; PO Box 1014, Pretoria. Tel. (012) 481-1500. Ref. EME/sv/S.297/2003.

Case No. 11660/2003

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

In the matter between ABSA BANK LIMITED, Plaintiff, and APHANE, NKHULU WILLIAM, Defendant

A sale in execution will be held on Friday, 15 August 2003 at 10h15 by the Sheriff for Thabamoo in front of the Magistrate's Court, Lebowaikgomo of:

Erf 621, Lebowaikgomo-A, Registration Division KS, Northern Province, in extent 450 (four hundred and fifty) square metres, known as Erf 621, Lebowaikgomo-A.

Particulars are not guaranteed: Dwelling with lounge, kitchen, bathroom, three bedrooms.

Inspect conditions at Sheriff, Thabamoo at 66 Van Heerden Street, Potgietersrus.

Dated at Pretoria on this the 7th day of July 2003.

J A Alheit, for MacRobert Inc., Attorney for the Plaintiff, 23rd Floor, SAAU Building, cnr Schoeman & Andries Streets, Pretoria, 0002. Tel. (012) 339-8311. Ref. JAA/SSG/637602.

Case No. 3495/2003

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MAKUMBILA, LUCY, Defendant

A sale in execution will be held on Tuesday, 19 August 2003 at 13h00 by the Sheriff for Namakgale, in front of the Magistrate's Court, Namakgale of:

Erf 2714, Namakgale-B, Registration Division LU, Northern Province, in extent 465 (four hundred and sixty five) square metres, also known as Erf 2714, Namakgale B.

Particulars are not guaranteed: Dwelling: Lounge, kitchen, bathroom, two bedrooms.

Inspect conditions at the Sheriff, Namakgale at 13 Naboom Street, Phalaborwa.

Dated at Pretoria on this the 7th day of July 2003.

J A Alheit, for MacRobert Inc., Attorney for the Plaintiff, 23rd Floor, SAAU Building, cnr Schoeman & Andries Streets, Pretoria, 0002. Tel. (012) 339-8311. Ref. JAA/SSG/644069.

Saak Nr: 10882/2003

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

**In die saak tussen: FIRSTRAND BANK BEPERK, Eiser, en LAKESIDE MEAT CARE CC.
(Registrasieno. CK96/56225/3), Verweerder**

Geliewe kennis te neem dat in opvolging van 'n Vonnis in bogemelde aksie toegestaan op 19 Mei 2003, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder deur die Balju in Eksekusie verkoop word op 13 Augustus 2003 om 10h00:

Resterende Gedeelte van Erf 296, geleë in die dorpsgebied van Pietersburg, Registrasie Afdeling L S Noordelike Provinsie, grootte 714 vierkante meter, gehou kragtens Akte van Transport T19868/1997 (Die eiendom is ook beter bekend as President Krugerstraat 93, Pietersburg).

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Platinumstraat 66, Pietersburg.

Verbeterings: Die volgende verbeteringe is op die iendom aangebring, alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis ongeveer 165 m² van klinkersteen onder sinkdak wat gebruik word as kantore en bestaande uit: Ontvangsarea, Kombuis, 2 Badkamers, 3 Kamers wat gebruik word as kantore.

Zonering: Kommersieël.

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

Gedateer te Pretoria op hierdie 10de dag van Julie 2003.

(Get) Mnr G. van den Burg, Rorich Wolmarans & Luderitz Ing, Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. Verw: Mnr. Vd Burg/avdp/F.5690/B1. Tel: 325-3933.

Saaknommer: 11981/2003

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

In die saak tussen: ABSA BANK BEPERK, Eiser, en GWANGWA: MATLHAPATLHAPA HAROLD, Eerste Verweerder, GWANGWA: MMABJALWA HELLEN, Tweede Verweerder, en SERITE: MOSADIPELO MARIA (borg), Derde Verweerder

'n Geregtelike Verkoping sal gehou word op Vrydag, 15 Augustus 2003 om 11h00, deur die Balju Mokerong voor die Landdroskantoor, Mokerong, van:

Erf 1103, geleë in die dorpsgebied van Mahwelereng-B, Registrasie Afdeling: K R, Noordelike Provinsie.

Groot: 992 (Nege Honderd Twee en Negentig) vierkante meter.

Gehou kragtens Akte van Transport Nr. TG 1188/1987.

Ook bekend as: Erf 1103, Mahwelereng-B.

Besonderhede word nie gewaarborg nie: *Woning:* Ingangsportaal, eetkamer, kombuis, twee badkamers, drie slaapkamers.

Besigtig Voorwaardes by die kantoor van die Balju, Mokerong, Rabestraat 64, Potgietersrus.

(Get) J A Alheit, Prokureurs vir Eiser, MacRobert Ing, 23ste Vloer, SALU Gebou, h/v Schoeman & Andriesstrate, Pretoria, 0002. Tel. 339-8420. Verw: JA/SSG/646950.

Case No: 9425/2003

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and MATHOLE: FRANS MASILO, First Defendant, and MATHOLE: MATHOBELA MARYET, Second Defendant

A sale in execution will be held on Friday, 15 August 2003 at 10h15 by the Sheriff for Thabamopo in front of the Magistrate's Court, Lebowaqomo, of:

Erf 551, Lebowaqomo-A, Registration Division: K S, Northern Province.

In extent: 450 (Four Hundred and Fifty) square metres.

Known as Erf 551, Lebowaqomo-A.

Particulars are not guaranteed: Dwelling with lounge, kitchen, bathroom, three bedrooms.

Inspect Conditions at Sheriff Thabamopo at 66 Van Heerden Street, Potgietersrus.

Dated at Pretoria on this the 03rd day of July 2003.

(Sgd) J A Alheit, Attorney for the Plaintiff of MacRobert Inc, 23rd Floor, SAAU Building, cnr Schoeman & Andries Streets, Pretoria, 0002. Tel: (012) 339-8311. Reference: JAA/SSG/646127.

Case Number: 127/99

IN THE MAGISTRATES COURT FOR THE DISTRICT OF LETABA HELD AT TZANEEN

In the case between: ABSA BANK LIMITED, Execution Creditor, and HLABISHI PATRICK TSHIA, Execution Debtor

Upon which the Sheriff of the Magistrate's Court, Namakgale intends to offer for sale, Pursuant to a warrant issued in the above Honourable Court for the execution of a judgment of such Honourable Court and will be sold by public auction to the highest bidder for cash or bank guaranteed cheques at 13h00 on Tuesday, the 19th day of August 2003 to be held at the in front of the Magistrates Court, Namakgale.

The property to be sold is: Erf 1488, situated in the township of Namakgale C, District of Namakgale, Registration Division LT, Northern Province, measuring 450 (four five nul) square metre, held by virtue of Deed of Transfer No. T2413/95.

Tile roof, 1 x living room, 1 x bathroom, 1 x toilet, 1 x kitchen, 3 x bedrooms.

Terms: 10% (ten percent) of the purchase price in cash or per bank guaranteed cheque on the completion of the sale. The balance plus interest thereon from date of occupation payable against registration of transfer of the property into the name of the Purchaser, to be secured by a bank and/or building society or other acceptable guarantee to be furnished within 30 (thirty) days as from the date of sale.

Auctioneer's and/or Sheriff charges is payable by the Seller on the day of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Namakgale, or the judgment creditor's attorneys.

Signed at Tzaneen on this 09 day of June 2003.

(signed) S J van Rensburg, Attorneys for Execution Creditor, Stephan Van Rensburg Attorneys, Pro Park Building, 23 Peace Street, Tzaneen. Tel: 015-307 4458/9. Docex: 2, Tzaneen. Ref: Hilda Vd Heever/WA0013.

Case No: 6059/2003

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: NEDBANK LIMITED, formerly known as NEDCOR BANK LIMITED, Plaintiff, and HASANI BEN CHABALALA, Defendant

A sale in Execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Malamulele on the 14th August 2003 at 13h00.

Full Conditions of Sale can be inspected at the offices of the Sheriff of the High Court, 13 Naboom Street, Phalaborwa, 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 any of the descriptions and/or improvements.

Property: Ownership Unit No. C 535 in the Township of Malamulele, District Malamulele; measuring 630 square metres; held by virtue of Deed of Grant No. 318/91, issued on 25th March 1991 (issued in terms of Proclamation R293/1962).

Improvements: 1 lounge, 1 bathroom, 1 toilet, kitchen, 3 bedrooms.

Dated at Pretoria on 9 July 2003.

(sgd) E M Eybers, Adams & Adams, Attorneys for Plaintiff, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria; P O Box 1014, Pretoria. Tel: 012 481 1500. Ref: EME/sv/S.174/03.

Saaknr. 11797/1997

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen: ABSA BANK BEPERK, Eiser, en MASWANGANYI, MORNAY ANDRIES, 1ste Verweerder, en MASWANGANYI, SOPHIA PAULINA MARIA, 2de Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Polokwane, te Platinumstraat 66, Ladine, Polokwane, op 20 Augustus 2003 om 10h00, van:

Erf 501, geleë in die dorpsgebied Bendor, Registrasie Afdeling L.S., Noordelike Provinsie, groot 1 821 vierkante meter, gehou kragtens Akte van Transport Nr. T8868/1995 (beter bekend as Adamstraat 10, Bendor, Pietersburg).

Besonderhede van die eiendom en die verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie.

Verbeterings: 'n Woonhuis, bestaande uit 'n sitkamer, eetkamer, kombuis, studeerkamer, 3 slaapkamers en 2 badkamers. *Buitegeboue:* 3 motorhuise, badkamer en toilet. *Ander:* Swembad.

Besigtig voorwaardes by Balju, Polokwane te Platinumstraat 66, Ladine, Polokwane.

Tim du Toit & Kie Ingelyf. Tel: (012) 348-2626. Verw: P v/d Merwe/Q17327/rdk.

Saaknr. 5118/99

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

**In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en
GEORGE FREDERICK JACOBUS LINDEN, Eksekusieskuldenaar**

Ten uitvoer van 'n vonnis wat die Landdros van Pietersburg toegestaan het op 03/06/99 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 20 Augustus 2003 om 10h00, by die Baljukantoor, Platinumstraat 66, Ladine, Pietersburg, aan die hoogste bieder, naamlik:

Gedeelte 26 van die plaas Palmietfontein Nr. 684, Registrasie Afdeling L S, Noordelike Provinsie, groot 8,5653 (agt komma vyf ses vyf drie) hektaar, gehou kragtens Akte van Transport T35502/89.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Plot 26, Palmietfontein, en bestaan uit ingangsportaal, sitkamer, eetkamer, kombuis, 4 x slaapkamers, 2 x badkamers, studeerkamer, opwas, enkel motorhuis.

Terme: Die veilingskoste plus 10% (tien persent) van die koopprijs in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopsvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bougenootskapswaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopsvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju Landdroshof, Pietersburg, en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 16de dag van Julie 2003.

D. S. V. S. Maré, vir Steytler Nel & Vennote, 1ste Vloer, Pionier Sentrum, Landros Marestraat 52, Pietersburg. Tel: (015) 295-9340. Faks: 291-1749. Verw. Mnr Maré/cc/ANA 396.

Saaknr. 5118/99

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

**In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en GEORGE FREDERICK
JACOBUS LINDEN, Eksekusieskuldenaar**

Ten uitvoer van 'n vonnis wat die Landdros van Pietersburg toegestaan het op 03/06/99 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 20 Augustus 2003 om 10h00 by die Baljukantoor, Platinumstraat 66, Ladine, Pietersburg, aan die hoogste bieder, naamlik:

Gedeelte 26 van die plaas Palmietfontein Nr. 684, Registrasie Afdeling L S, Noordelike Provinsie, groot 8,5653 (agt komma vyf ses vyf drie) hektaar, gehou kragtens Akte van Transport T35502/89.

Die eiendom kan omskrywe word soos volg: Woonhuis, geleë te Plot 26, Palmietfontein, en bestaan uit: Ingangsportaal, sitkamer, eetkamer, kombuis, 4 x slaapkamers, 2 x badkamers, studeerkamer, opwas, enkel motorhuis.

Terme: Die veilingskoste plus 10% (tien persent) van die koopprijs in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopsvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bougenootskapswaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopsvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju Landdroshof, Pietersburg, en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 16de dag van Julie 2003.

D. S. V. S. Maré, vir Steytler Nel & Vennote, 1ste Vloer, Pionier Sentrum, Landdros Marestraat 52, Pietersburg. Tel: (015) 295-9340. Faks: 291-1749. Verw. Mnr. Maré/cc/ANA 396.

Case Number: 292/98

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

In the matter between: ABSA BANK LIMITED, Execution Creditor, and TSHEPO MATHEBULA, Execution Debtor

Upon which the Sheriff of the Magistrate's Court, Malamulele, intends to offer for sale, pursuant to a warrant issued in the above Honourable Court for the execution of a judgment of such Honourable Court and will be sold by public auction to the highest bidder for cash or bank guaranteed cheque at 13h00, on Thursday, 14 August 2003 in front of the Magistrate's Court—Malamulele, namely:

Stand 26C, in the Township of Malamulele C, District Giyani, in extent 600 square metres, held by Deed of Grant 626/1996.

House consisting of bricks under a tiled roof, 1 lounge, 1 bathroom, 1 toilet, 1 kitchen, 2 bedrooms.

Nothing in this respect is guaranteed.

Terms: 10% (ten percent) of the purchase price in cash or per bank guaranteed cheque on the completion of the sale. The balance plus interest thereon from date of occupation payable against registration of transfer of the property into the name of the purchaser, to be secured by a bank or other acceptable guarantee to be furnished within 30 (thirty) days as from the date of sale.

Auctioneer's and or Sheriff's charges is payable by the Seller on the day of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Malamulele, or at the offices of the Judgment Creditor's attorneys.

Signed at Tzaneen on this the 21st day of July 2003.

J. H. Jacobsz, for Joubert & May, Attorneys for the Creditor, 50 Boundary Street, Tzaneen, 0850. Tel: (015) 307-3660/1. (Ref: Mrs Stols/CA0047.)

Case No. 25462/2001

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and PIETER CHRISTIAAN KOTZE, ID 4607275060083, First Defendant, and CORNELIA MAUREEN KOTZE, ID 5004140014082, Second Defendant, Bond Account Number: 82454122-00101

A sale in execution of the undermentioned property is to be held by the Sheriff, Polokwane, at the Sheriff's Office, 66 Platinum Street, Ladine, Polokwane, on Wednesday, 13 August 2003 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Polokwane, 66 Platinum Street, Ladine, Pietersburg, 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 1511, Bendor Extension 26 Township, Registration Division L.S., Northern Province, measuring 312 square metres, also known as 3 Osmium Street, Bendor Extension 26, Polokwane.

Improvements: Dwelling: 2 bedrooms, 1 bathroom, 1 lounge/diningroom, 1 kitchen.

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Mr Croucamp/Dalene/E10796.)

Saaknommer 13260/2002

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

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en MORETWANA MOSES MADISHA, 1ste Eksekusieskuldenaar, en EFFIE NOMSA MADISHA, 2de Eksekusieskuldenaar

'n Verkoop in eksekusie van die ondergenoemde eiendom word gehou deur die Balju te Lebowakgomo, te die Landdroskantoor, Thabamopo, op die 15de Augustus 2003 om 10h00. Die volle verkoopsvoorwaardes lê ter insae tydens kantoorure by die kantore van die Balju te Van Heerdenstraat 66, Potgietersrus, en sal uitgelees word voordat die verkoping plaasvind.

Geen waarborge word verskaf met betrekking tot die beskrywing, grootte en/of verbeterings van die eiendom nie.

Erfnommer: Erf 1425, Lebowakgomo-A.

Registrasie Afdeling: K S, Noordelike Provinsie.

Grootte: 522 (vyf honderd twee en twintig) vierkante meter.

Eiendomsadres: Erf 1425, Lewowakgomo-A.

Soos gehou deur die Eksekusieskuldenaar kragtens Akte van Transport TG220/1981LB.

Gedateer te Pretoria op hierdie 14de dag van Julie 2003.

Henstock Van den Heever, Prokureur vir Eiser, Farendenstraat 343, Arcadia, Pretoria. [Tel. (012) 343-6828.] (Verw. HHM084.)

Case No. 8808/2003

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MATHEBULA, MABBUTSU DANIEL, Defendant

A sale in execution will be held on Tuesday, 19 August 2003 at 13h00 by the Sheriff for Namakgale in front of the Magistrate's Court, Namakgale, of:

Erf 522, Namakgale-D, Registration Division LU, Northern Province, in extent 600 (six hundred) square metres, also known as Erf 522, Namakgale-D.

Particulars are not guaranteed: **Dwelling:** Lounge, kitchen, bathroom, separate toilet, three bedrooms.

Inspect conditions at the Sheriff Namakgale at 13 Naboom Street, Phalaborwa.

Dated at Pretoria on this the 21st day of July 2003.

J A Alheit, Attorney for the Plaintiff of MacRobert Inc., 23rd Floor, SAAU Building, cnr Schoeman & Andries Streets, Pretoria, 0002. [Tel. (012) 339-8311.] (Ref. JAA/SSG/645897.)

Saak No. 3657/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

**In die saak tussen FIRST NATIONAL BANK LIMITED, Eiser, en JOHAN LEMMER, en
CORNELIA SUSANA ALETTA LEMMER, Verweerder**

Kennis word hiermee gegee dat nadat 'n lasbrief vir eksekusie gedateer 23/08/01, uitgereik is deur die bogemelde Agbare Hof sekere vaste eiendom naamlik:

1. *Eiendomsbeskrywing*: Gedeelte 45 van die plaas Sterkviernedersetting Nr. 253, Registrasie Afdeling K.R., Noordelike Provinsie, groot 18.7923 (een agt punt sewe nege twee drie) hektaar, gehou kragtens Akte van Transport T10579/1972.

2. *Eiendomsbeskrywing*: Gedeelte 131 van die plaas Sterkviernedersetting Nr. 253, Registrasie Afdeling K.R., Noordelike Provinsie, groot 10.9520 (een nul punt nege vyf twee nul) hektaar, gehou kragtens Akte van Transport T10579/1972.

3. *Eiendomsbeskrywing*: Gedeelte 62 van die plaas Sterkviernedersetting Nr. 253, Registrasie Afdeling K.R., Noordelike Provinsie, groot 23.0929 (twee drie punt nul nege twee nege) hektaar, gehou kragtens Akte van Transport T10579/1972.

4. *Eiendomsbeskrywing*: Gedeelte 78 van die plaas Sterkviernedersetting Nr. 253, Registrasie Afdeling K.R., Noordelike Provinsie, groot 12.1368 (een twee punt een drie ses agt) hektaar, gehou kragtens Akte van Transport T21617/1988.

Bestaande uit: 1 eetkamer, 1 sitkamer, 3 slaapkamers, 1 stoepkamer, 1 buitegebou met 2 vertrekke, 1 badkamer, 1 kombuis (onvolledig), 1 stoor met kantoor, omheining (uiters swak), huis bouvallig (die aard, grootte, toestand en bestaan van die verbeterings word nie gewaarborg nie, en word "voetstoots" verkoop).

Verkoop sal word in eksekusie deur die Balju van die Landdroshof / Afslaer te Landdroskantoor, h/v Hooge- en Retiefstrate, Potgietersrus, op Vrydag, 22 Augustus 2003 om 11h00.

Die eiendom word verkoop onderhewig aan die verkoopsvoorwaardes wat ter insae lê by die Landdroshof Potgietersrus en die kantoor van die Balju Potgietersrus welke voorwaardes onder andere die volgende vervat.

1. Die koper moet 'n deposito van 10% van die koopprys in kontant onmiddellik na die toeslaan van die bod betaal, die balans teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju van die Landdroshof of Afslaer binne veertien (14) dae na die datum van die verkoping verstrek te word.

2. Nog die Eiser nog die Verweerder nog die Balju van die Landdroshof / Afslaer verskaf enige waarborg wat betref die eiendom en word die eiendom "voetstoots" verkoop.

Gedoen en geteken te Potgietersrus op hierdie 18de dag van Julie 2003.

Dries Coetzee Prokureurs, AJ Coetzer, Prokureur vir Eiser, Van Riebeeckstraat 19, Posbus 124, Potgietersrus, 0600. [Tel. (015) 491 7025/6/7.] (Verw. LLC/C15063.)

Saak No. 13403/2003

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

**In die saak tussen STANDARD BANK VAN SA BEPERK (1962/000738/06), Eiser, en
THOMAS MASHILO MOTHIBA, Verweerder**

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop, op Dinsdag, 19 Augustus 2003 om 10:00 deur die Balju vir die Hooggeregshof, Ellisras, by die Landdroshof, Ellisras, aan die hoogste bieder. Volledige verkoopsvoorwaardes lê ter insae by die Balju vir die Hooggeregshof, Ellisras te Metro Gebou, Kamer 1M, Kotiestraat, Ellisras, en sal ook voor die aanvang van die verkoping deur die Balju, voorgelees word:

Die volgende bykomende inligting word verskaf maar geen aanspreeklikheid aanvaar indien dit in enige opsig foutief sou wees nie.

Erf 143, Marapong Dorpsgebied, Registrasie Afdeling L.Q., Limpopo Provinsie, groot 641 vierkante meter, gehou kragtens Akte van Transport T19117/1999.

Straatadres: Morelestraat 143, Marapong, Ellisras, Limpopo Provinsie.

Verbeterings: Woonhuis met woonkamer, kombuis, 3 slaapkamers en badkamer.

Gedateer te Pretoria hierdie 20ste dag van Julie 2003.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, 2de Vloer, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. B vd Merwe/nl/S1234/2376.) 215835166.

NORTH WEST NOORDWES

Saaknr. 2938/2003

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen DIE TRUSTEES—HEIDEHOF, Eiser, en Me. Y VORSTER, Verweerder

Ingevolge 'n vonnis in bogemelde saak in die Landdroshof van Potchefstroom en 'n lasbrief vir beslaglegging, sal die volgende eiendom per geregtelike veiling verkoop word te Heidehof 5, Kerkstraat, Potchefstroom, aan die hoogste bieder op 20 Augustus 2003 om 11h00:

(a) Deel No. 5, soos getoon en volledig beskryf in die skema bekend as Heidehof, ten opsigte van die grond en gebou of geboue geleë in die dorp Potchefstroom, van welke deel die vloeroppervlakte, volgens die voormelde deelplan, 104 (eenhonderd-en-vier) vierkante meter groot is; en

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

Die eiendom is verbeter met 'n woonstel.

Terme:

(1) 20% (twintig persent) kontant op dag van die verkoping en balans teen oordrag, wat verseker moet word deur 'n goedgekeurde waarborg wat verskaf moet word binne 30 (dertig) dae na datum van die verkoping.

(2) 'n Reserweprys van R133 000,00 (eenhonderd drie-en-dertigduisend rand) sal van toepassing wees.

Die volledige verkoopsvoorwaardes kan ingesien word by die kantore van die Balju van die Laerhof van Potchefstroom. Geteken te Potchefstroom op hierdie 30ste dag van Junie.

Case No. 9247/02

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

In the matter between FAG SOUTH AFRICA (PTY) LTD, Plaintiff, and ANDRIES DE BEER, Defendant

In pursuance of a judgment in the Magistrate's Court, Klerksdorp, and a warrant of execution dated 16 May 2003, the following property will be sold in execution on Friday, the 15th day of August 2003 at 10:00, at the offices of the Sheriff of the Magistrate's Court, at 21 Campion Road, Orkney, to the highest bidder:

Certain: An undivided one half share of Portion 36 of Erf 2158, Orkney, Registration Division I.P., North-West Province, measuring 1 041 (one thousand and forty one) square metres, held by Deed of Transfer No. T38034/1997.

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 of the Deed of Transfer No. T38034/1997 in so far as these are applicable.

2. The following improvements on the property have been reported but nothing is guaranteed: Residential address.

3. *Terms:* The purchase price shall be paid as follows: Ten percentum (10%) thereof on the signing of the conditions of sale and the unpaid balance together with interest thereon at current mortgage bond rates from date of sale to date of payment to be paid or secured within (30) thirty days by an approved bank or building society guarantee.

4. *Conditions:* The full conditions of sale will be read by the Sheriff of the Magistrate's Court, Orkney, immediately prior to the sale and may be inspected at this office or at the offices of Messrs Waks & Brady Inc, W.B. Chambers, 17 Noord Street, Klerksdorp.

Dated at Klerksdorp this the 4th day of July 2003.

M R Waks, for Waks & Brady Inc, W.B. Chambers, 17 Noord Street, Klerksdorp, 2570.

Case No. 15680/2003

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

In the matter between FIRST RAND BANK LIMITED, formerly known as FIRST NATIONAL BANK OF S.A. LTD, Plaintiff, and HENDRIK MALENGETE MAHLATJI, 1st Defendant, and MARIA EVA MAHLATJI, 2nd Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, cnr. Van Staden & Kloppe Streets, Rustenburg, on Friday, the 15th day of August 2003 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Rustenburg, at 2nd Floor, Biblio Plaza, cnr. Van Staden & Smut Streets, Rustenburg, and will be read out prior to the sale.

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

Property: Portion 352 of Erf 2430, in the Town of Rustenburg, Registration Division J Q, Province of the North West, known as 5 Ranokel Street, Karlienpark, Rustenburg.

Improvements: Entrance hall, lounge, familyroom, diningroom, study, kitchen, scullery, 3 bedrooms, 2 bathrooms, shower, 2 toilets, dressing room, 2 garages, servant's quarters, 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/GP5048.)

Saak No. 6536/2003

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

**In die saak tussen: FIRSTRAND BANK BEPERK, Eiser, en BRITS TRAINING AND
ENTREPRENEUR CENTRE, Verweerder**

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 30/5/2003, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder deur die Balju in Eksekusie verkoop word op 15 Augustus 2003 om 08h30:

Ged. 439 van die plaas Krokodildrift 446, Registrasie Afdeling JQ, Noordelike Provinsie, grootte 8,2755 hektaar, gehou kragtens Akte van Transport No. T51427/1993 (die eiendom is ook beter bekend as Ged. 439 van die plaas Krokodildrift 446, Brits).

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Smutsstraat 9, Brits.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis, bestaande uit ingangsportaal, sitkamer, gesinskamer, eetkamer, studeerkamer, kombuis, spens, opwaskamer, 4 slaapkamers, 3 badkamers/toilette en 'n woonstel bestaande uit sitkamer, kombuis, 2 slaapkamers en badkamer. Daar is ook 'n kraal, 11 stoorkamers, 3 stalle, 4 toilette, 14 bediendekamers en motorhuis en 'n boorgat 3800 l/u.

Sonering: Landboukundige doeleindes.

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

Gedateer te Pretoria op hierdie 3de dag van Julie 2003.

Mnr G. van den Burg, Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Pretoria. (Tel. 325-3933.) (Verw. Vd Burg/lvdw/F5570/B1.)

Saak No. 463/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK WOLMARANSSTAD GEHOU TE WOLMARANSSTAD

In die saak tussen: MAQUASSI HILLS PLAASLIKE OORGANGSRAAD, Eiser, en L J JANKIES, Verweerder

Ingevolge uitspraak van die Landdros, Wolmaransstad op die 10de Junie 2002 en lasbrief vir eksekusie teen goed met datum 9 April 2003 sal die ondervermelde eiendom op 1 Augustus 2003 om 11:00 vm. te Erf 1655, Tiholegostraat, Uitbreiding 3, Wolmaransstad, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 1655, Tiholegostraat, Uitbreiding 3, Wolmaransstad, Registrasie Afdeling HO, Noordwes provinsie, groot 200 (tweehonderd) vierkante meter, gehou kragtens Akte van Transport T22772/1998.

Die eiendom is geleë te Erf 1655, Tiholegostraat, Uitbreiding 3, Wolmaransstad.

Onderhewig aan die volgende voowaardes:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van Artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig.

2. Die koopprys sal betaalbaar wees teen betaling an 10 (tien) persent van de koopprys in kontant onmiddellik na afhandeling van die verkoop, plus Balju van Wolmaransstad se kommissie volgens wet, en die onbetaalde 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.

3. Die volgende verbeterings word beweer op die eiendom te wees: Bestaande uit: —

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende gewone kantoorure by die kantoor van die Balju vir die Landdroshof, Wolmaransstad nagesien word.

Gedateer te Wolmaransstad op hede hierdie 18de dag van Junie 2003.

Coetzee & Van der Merwe, Prokureur vir Eiser, Krugerstraat 30A (Posbus 12), Wolmaransstad.

Saak No. 4087/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en ABDOL SATAR GANI, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof van Potchefstroom en lasbrief vir eksekusie gedateer 15 Februarie 2000 sal die volgende eiendom geregtelik verkoop word te die Kantore van die Balju, Wolmaransstraat 86, Potchefstroom, aan die hoogste bieder, op 22 Augustus 2003 om 10h30, naamlik:

Erf 409, Mohadin, Registrasie Afdeling IQ, Noordwes, groot 1 872 m².

Hierdie eiendom is verbeter met 'n woonhuis wat hoofsaaklik bestaan uit ingangsportaal, sitkamer, familiekamer, eetkamer, kombuis, spens, 4 slaapkamers, aantrekkamer, sonkamer, studeerkamer, 3 badkamers, waskamer, dubbel motorhuis.

Vernaamste verkoopsvoorwaardes:

1. Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshowe Wet en Reëls daaronder aan die hoogste bieder verkoop word.

2. Die koper moet 10% van die volle koopsom in kontant op die dag van die verkoping aan die Balju Landdroshof betaal. Die balans moet verseker word deur 'n Bank of Bougenootskapwaarborg betaalbaar teen oordrag, wat goedgekeur moet word deur die Eiser se prokureurs, en wat binne 14 (veertien) dae na die datum van verkoping aan die Balju Landdroshof, Potchefstroom, gelewer moet word.

Voorwaardes sal gedurende kantoorure by die kantoor van die Balju Landdroshof, Wolmaransstraat 86, Potchefstroom, ter insae lê.

Anneke van Eck, Müller Mostert & Vennote, Prokureurs vir Eksekusieskuldeiser, Die Forum, h/v Moorivierlyaan & Totiusstraat (Posbus 208), Potchefstroom. (Verw: Ave/jvdb/5673.)

Case No. 15135/2003

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between FIRST RAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTH AFRICA LIMITED), Plaintiff, and AUPA ZACHARIA MELWE, 1st Defendant and MOMACHAENA EMMACULATE MELWA, 2nd Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff, Brits, at Sheriff's Offices, 9 Smuts Street, Brits, on Friday, the 15th day of August 2003 at 8h30.

Full conditions of sale can be inspected at the Sheriff, Brits, at the abovementioned address and will be read out prior to the sale.

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

Property: Erf 1331, Brits, Extension 10 Township, Registration Division JQ, North West Province, measuring 1 011 square metres, situate at 17 Kiepersoon Street, Brits, Extension 10.

Improvements: Entrance hall, lounge, diningroom, scullery, kitchen, 3 bedrooms, 2 bathrooms, 2 toilets, garage, 2 carports, toilet/bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GP3719.)

Saak No. 7951/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en S L MAKAKU, 1ste Eksekusieskuldenaar, en M E MAKAKU, 2de Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof van Potchefstroom en lasbrief vir eksekusie gedateer 28 November 2002 sal die volgende eiendom geregtelik verkoop word te die Kantore van die Balju, Wolmaransstraat 86, Potchefstroom, aan die hoogste bieder op 22 Augustus 2003 om 10h30, naamlik:

Erf 1256, geleë in die dorp Ikageng, Registrasie Afdeling IQ, Noordwes, groot 33 m².

Hierdie eiendom is verbeter met 'n woonhuis wat hoofsaaklik bestaan uit sitkamer, eetkamer, kombuis, 2 slaapkamers en 1 badkamer.

Vernaamste verkoopsvoorwaardes:

1. Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshowe Wet en Reëls daaronder aan die hoogste bieder verkoop word.

2. Die koper moet 10% van die volle koopsom in kontant op die dag van die verkoping aan die Balju Landdroshof betaal. Die balans moet versker word deur 'n Bank of Bougenootskapwaarborg betaalbaar teen oordrag, wat goedgekeur moet word deur die Eiser se prokureurs, en wat binne 14 (veertien) dae na die datum van verkoping aan die Balju Landdroshof, Potchefstroom, gelewer moet word.

Voorwaardes sal gedurende kantoorure by die kantoor van die Balju Landdroshof, Wolmaransstraat 86, Potchefstroom, ter insae lê.

Anneke van Eck, vir Müller Mostert & Vennote, Prokureurs vir Eksekusieskuldeiser, Die Forum, h/v Moorivierrylaan & Totiusstraat (Posbus 208), Potchefstroom. (Verw: Ave/jvdb/6300.)

Case No. 2248/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MORETELE HELD AT TEMBA

**In the matter between: HAMMANSKRAAL LIQUOR CC, Execution Creditor, and
GEORGE TLOLANE, Execution Debtor**

Kindly take note that in terms of a judgment obtained in the abovementioned Court and a warrant of execution issued on the 11th day of September 2000, the undermentioned property will be sold in execution on the 29th day of August 2003, at 11h00, at Magistrate's Court, Temba, Site 159, Unit D, Kudube, extent 600 square metres, held TG48241/1997BP, subject to conditions and servitude, specified or referred to in the said Deed of Grant.

The property is improved by the erection of a dwelling consisting of 1 x 3 bedrooms, 1 x toilet & bathroom, 1 x garage, 1 x shack.

The property is sold "voetstoots" and no warranties of whatever nature are given in respect of the property or any improvements thereon.

This conditions of sale, which will be read out immediately before the sale by the Messenger of the Court, or his nominee, are available for inspection at the offices of the Messenger of the Court.

Signed at Temba this 2nd day of July 2003.

B P Jones, Hack Stupel and Ross, 1st Floor, New Rens Shopping Centre, Hammanskraal. (Ref: Mr Jones/H18/24/NP.)

Case No. 127/2003

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

**In the matter between PEOPLES BANK LIMITED, Execution Creditor, and
MORUAKGOMO DAVID MOLELE, Execution Debtor**

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Deputy Sheriff for the High Court of South Africa (Bophuthatswana Provincial Division) at cnr. President & Coetzee Streets, Zeerust, on Friday, the 22nd day of August 2003 at 10h00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Deputy Sheriff, Zeerust.

Address: Site 340, Unit 1, 1 Lehurutshe, District Lehurutshe, in extent 929 (nine hundred and twenty nine) square metres, held in terms of Deed of Grant No. TG59700/99.

Terms: 10% (ten percent) of the purchase price in cash on the day of the sale, balance payable against registration of transfer, to be secured by bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall, on the day of the sale pay 5% (five percent) Auctioneer's charges on the proceeds of the sale up to a price of R30 000,00 and thereafter 3% (three percent) provided that the minimum amount payable shall be R260,00 and the maximum fee for R7 000,00.

Dated at Mafikeng on this the 10th day of August 2003.

R. van Rooyen, for Van Onselen & Van Rooyen Inc., Plaintiff's Attorneys, 9 Proctor Avenue, Mafikeng. (Ref: Van Rooyen/avr/JP14/03.)

Saak No. 35601/2002

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

**In die saak tussen FIRSTRAND BANK LIMITED, Eiser, en Mnr NTSHIPI JOSEPH MAPONYANE,
h/a DIPHORORO JAZZ VILLAGE, Verweerder**

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 14/2/2003, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder deur die Balju in eksekusie verkoop word op 14 Augustus 2003 om 11h00:

Erf 245, geleë in die dorpsgebied van Mabopane, Registrasie Afdeling JR, Noord-Wes, grootte 450 vierkante meter, gehou kragtens Akte van Transport No. TG1109/1983 (die eiendom is ook beter bekend as 245 Mabopane, Unit U).

Plek van verkoping: Die verkoping sal plaasvind te die Landdroskantoor, Soshanguve.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis, bestaande uit 4 slaapkamers, kombuis, eetkamer, sitkamer, badkamer en speelkamer.

Zonering: Residensieel.

Verkoopsvoorwaardes: Die verkoopsvoorwaardes lê ter insae te die kantore van die Balju, by E3 Mabopane Highway, Hebron, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 10de dag van Julie 2003.

Mnr G. van den Burg, vir Rorich Wolmarans & Luderitz Ing, Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel: 325-3933.) (Verw: Vd Burg/lvdw/F5403/B1.)

Saak No. 2213/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN LICHTENBURG GEHOU TE LICHTENBURG

**In die saak tussen: NEDBANK BEPERK, Eiser, en JACOBUS VERMAAS, Eerste Verweerder, en
MAGDALENA VERMAAS, Verweerder**

Ingevolge 'n uitspraak van die Landdroshof van Lichtenburg en lasbrief vir eksekusie teen goed met datum 10 Januarie 2003 sal die ondervermelde eiendom op Donderdag, die 14de dag van Augustus 2003 om 10:00, te Derdelaan 34, Lichtenburg, aan die hoogste bieder verkoop word, naamlik:

Resterende Gedeelte van Erf 528, Lichtenburg, groot 2 855 vierkante meter, ook bekend as Derdelaan 34, Lichtenburg.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van Artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig.

2. Die 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 17% 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 bankwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: Woonhuis bestaande uit drie slaapkamers, een badkamer, eet en sitkamer en enkelmotorhuis.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Lichtenburg, te Bantjesstraat 11, nagesien word.

Gedateer te Klerksdorp op hierdie 20ste dag van Junie 2003.

A H Snyman, vir Oosthuizen Du Plooy & Vennote, 3de Vloer/Eerste Nasionale Bankgebou, Kerkstraat 58/Posbus 22, Klerksdorp. (Ref: AHS/DB/V1.02.)

Saak No. 1323/03

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

**In die saak tussen: DIE TRUSTEES VAN TYD TOT TYD VAN DIE REGSPERSOON POTCH TOWERS,
Eiser, en GODFREY GUMEDE SHIKWAMBANA, Verweerder**

Ingevolge 'n vonnis in die Landdroshof van Potchefstroom gedateer 12 Maart 2003, sal die volgende eiendom geregtelik verkoop word te Deeltitelskema SS Potch Towers, Skema No. 164, Eenheid No. 85, welke deeltiteleenheid beter bekend staan as Potch Towers 609, Kerkstraat, Potchefstroom, aan die hoogste bieder op Donderdag, 21 Augustus 2003 om 10h30, naamlik:

1. Eenheid 85 van die skema SS Potch Towers, dorp Potchefstroom, Registrasieafdeling I.Q., provinsie van Noordwes, beter bekend as Potch Towers w/s 609, Kerkstraat, Potchefstroom, groot 83,000 (drie en tagtig komma nul nul nul) vierkante meter, gehou kragtens Akte van Transport ST80375/2002, gehou kragtens Eerste Verband Verbandakte No. SB56830/2002 by Nedcor Bank Beperk.

Vernaamste verkoopsvoorwaardes:

1. Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshowe Wet en Reëls daaronder aan die hoogste bieder verkoop word.

2. Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van die verkoping aan die Balju, Landdroshof betaal. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg betaalbaar teen oordrag, wat goedgekeur moet word deur die Eiser se prokureurs, en wat binne 21 (een en twintig) dae na die datum van verkoping aan die Balju, Landdroshof, Potchefstroom, gelewer moet word. Voorwaardes sal gedurende kantoorure by die kantoor van die Balju, Landdroshof, Wolmaransstraat 86, Potchefstroom, ter insae lê.

Gedateer te Klerksdorp op hierdie 20ste dag van Junie 2003.

A. van Eck, vir Müller Mostert & Vennote, Prokureurs vir Eksekusieskuldeiser, Die Forum, h/v Mooirivierlyaan & Totiusstraat, Posbus 208, Potchefstroom, 2531. (Verw: AVE/cb/010293.)

Saak No. 1324/03

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

**In die saak tussen: DIE TRUSTEES VAN TYD TOT TYD VAN DIE REGSPERSOON POTCH TOWERS,
Eiser, en LOUIS JOHANNES GRIESEL, Verweerder**

Ingevolge 'n vonnis in die Landdroshof van Potchefstroom gedateer 12 Maart 2003, sal die volgende eiendom geregteelk verkoop word te Deeltitelskema SS Potch Towers, Skema No. 164, Eenheid No. 81, welke deeltiteleenheid beter bekend staan as Potch Towers 613, Kerkstraat, Potchefstroom, aan die hoogste biebër op Donderdag, 21 Augustus 2003 om 09h30, naamlik:

1. Eenheid 81 van die skema SS Potch Towers, dorp Potchefstroom, Registrasieafdeling I.Q., provinsie van Noordwes, beter bekend as Potch Towers w/s 613, Kerkstraat, Potchefstroom, groot 83,000 (drie en tagtig komma nul nul nul) vierkante meter, gehou kragtens Akte van Transport ST74587/1999, gehou kragtens Eerste Verband Verbandakte No. SB33328/1999 en Tweede Verband Verbandakte No. SB44365/2000 by ABSA Bank.

Vernaamste verkoopsvoorwaardes:

1. Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshowe Wet en Reëls daaronder aan die hoogste biebër verkoop word.

2. Die koper moet 10% van die koopsom in kontant op die dag van die verkoping aan die Balju, Landdroshof betaal. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg betaalbaar teen oordrag, wat goedgekeur moet word deur die Eiser se prokureurs, en wat binne 21 (een en twintig) dae na die datum van verkoping aan die Balju, Landdroshof, Potchefstroom, gelewer moet word. Voorwaardes sal gedurende kantoorure by die kantoor van die Balju, Landdroshof, Wolmaransstraat 86, Potchefstroom, ter insae lê.

Geteken te Potchefstroom op hierdie 8ste dag van Julie 2003.

A. van Eck, vir Müller Mostert & Vennote, Prokureurs vir Eksekusieskuldeiser, Die Forum, h/v Mooirivierlyaan & Totiusstraat, Posbus 208, Potchefstroom, 2531. (Verw: AVE/cb/006924.)

Saak Nr. 7940/03

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

**In die saak tussen: NEDBANK BEPERK, Eiser, en SIPHIWE VICTOR MNGUNI, 1ste Verweerder,
DAFFODIL KEODUTSE MNGUNI, 2de Verweerder**

Ingevolge 'n Vonnis van die Landdroshof te Klerksdorp en 'n Lasbrief vir Eksekusie teen Goed, gedateer 3 Junie 2003 sal die volgende eiendom per publieke veiling op Vrydag, 15 Augustus 2003 om 10h00 te Erf 2751, Ext 4 (bekend as Umgienstraat 89), Stilfontein, aan die hoogste bieder verkoop word, naamlik:

Erf 2751, Ext 4, Stilfontein, Registrasie Afdeling IP, Noordwes Provinsie.

Groot: 595 vierkante meter, gehou kragtens Akte van Transport Nr. T151799/2000.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste biebër en die veiling sal onderworpe wees aan die voorwaardes van Artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste Verbandhouer, Nedbank Beperk.

2. Die koopprys sal betaalbaar wees teen betaling van 'n bedrag van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans, tesame met rente daarop bereken @ 15,5% (vyftien komma vyf) 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- en/of Bougenootskap.

3. Die volgende verbeterings word beweer op die eiendom te wees, maar word nie gewaarborg nie: Woonhuis met slaapkamer/s, badkamer/s, sitkamer, kombuis.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju van die Landdroshof vir Stilfontein, Delverstraat, Klerksdorp, nagesien word.

Geteken te Klerksdorp op hierdie 4 Julie 2003.

L J du Toit, Meyer, Van Sittert en Kropman, S.A. Permgebou, Boomstraat, Posbus 91, Klerksdorp. Verw: LJ du Toit 18183/64818.

Case No: 9247/02

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

In the matter between FAG SOUTH AFRICA (PTY) LTD, Plaintiff, and ANDRIES DE BEER, Defendant

In pursuance of a judgment in the Magistrate's Court, Klerksdorp and a warrant of execution dated the 16 May 2003, the following property will be sold in execution on Friday, the 15th day of August 2003 at 10:00 at the offices of the Sheriff of the Magistrate's Court, at 21 Campion Road, Orkney, to the highest bidder:

Certain: Portion 36 of Erf 2158, Orkney, Registration Division I.P., North-West Province.

Measuring: 1 041 (one thousand and forty one) square metres.

Held by: Deed of Transfer No. T38034/1997.

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 of the Deed of Transfer No. T38034/1997 in so far as these are applicable.

2. The following improvements on the property have been reported but nothing is guaranteed: Business premises.

Terms: The purchase price shall be paid as follows: Ten percentum (10%) thereof on the signing of the conditions of sale and the unpaid balance together with interest thereon at current mortgage bond rates from date of sale to date of payment to be paid or secured within (30) thirty days by an approved Bank or Building Society Guarantee.

4. *Conditions:* The full conditions of sale will be read by the Sheriff of the Magistrate's Court, Orkney, immediately prior to the sale and may be inspected at this office or at the offices of Messrs Waks & Brady Inc, W.B. Chambers, 17 Noord Street, Klerksdorp.

Dated at Klerksdorp this the 25th day of June 2003.

(Sgd) A Nilsen, Waks & Brady Inc, W.B. Chambers, 17 Noord Street, Klerksdorp, 2570.

Case Number: 578/99

IN THE MAGISTRATE COURT FOR THE DISTRICT OF BAFOKENG HELD AT TLHABANE

In the matter between: NORTH WEST DEVELOPMENT CORPORATION LTD, Plaintiff, and JR KGOMO, Defendant

In execution of a Judgment of the Magistrate Court of Tlhabane a sale will be held on 29 August 2003 at the Magistrate Court, Tlhabane by the Sheriff of the Magistrate Court, Tlhabane at 10:00 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:

Site 3574, Unit 1, in the Township Tlhabane, Registration Division JQ, Province of North West.

Measuring: 3 000 Square Metres.

Held by: Deed of Grant 1725/1988.

The following information is furnished, though in this regard nothing is guaranteed:

1 x 1 big building, 1 x 2 toilets, 1 x 1 bottlestore with walk in fridge, 1 x 1 cafee with building coldroom, 1 x 2 store rooms, 1 x 2 offices.

Terms: The sale is without reserve. Deposit of 10% of the purchase price in cash or bank guaranteed cheque on the day of the sale, the balance against transfer to be secured by a Bank or Building Society Guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Rustenburg within fourteen (14) days after the sale.

Conditions: The Conditions of Sale may be inspected at the offices of the Sheriff of the Magistrate Court, Rustenburg or at Van Velden-Duffey Inc, 2nd Floor, Biblio Plaza, c/o Van Staden- & Smit Street, Rustenburg.

Dated at Rustenburg on 18th of July 2003.

Van Velden-Duffey Inc, 2nd Floor, Biblio Plaza, c/o Van Velden- & Smit Streets, Rustenburg. Ref: FCH Pretorius/Maretha Strydom/PN1394.

Case No: 34610/02

IN THE HIGH COURT OF SOUTH AFRICA
(Transvaal Provincial Division)**In the matter between: SAAMBOU BANK LIMITED (under Curatorship), Plaintiff, and
MUTU MAQHEKENI (KF1019), Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division), in the abovementioned suit, a sale will be held by the Sheriff of Potchefstroom at Magistrates Court Fochville on Friday, 22nd August 2003 at 10h00, 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:

Erf 3504, Wedela Extension 1, Registration Division I.Q., Province of Gauteng, also known as 3504 Duiker Street, Wedela Ext. 1, in extent 253 (two hundred and fifty three) square metres.

The following information is furnished, though in this regard nothing is guaranteed:

The property consists of: Lounge, 3 bedrooms, kitchen, water closet & bathroom.

Terms: The sale is with reserve. Deposit of 10% of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Potchefstroom, within 14 days after the date of the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff Potchefstroom, 20 Borrius Street, Potchefstroom.

Dated at Pretoria on this 17th day of July 2003.

(Sgd) CEG Coombe, Andrew Weyers & Associates Inc., 775 Schoeman Street, Arcadia, Pretoria. DX 170, Pretoria. Tel. (012) 343 0849. Fax: (012) 343 0655. Ref: Mr A van Rooyen/KF1019.

To: The Registrar of the High Court, Pretoria.

Case No. 27207/2002

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and HERMAN KENOSI NCHE, ID: 4804185592087, Eerste Verweerder, en MAKOMANE VICTORIA NCHE, ID: 5105160577088, Verbandrekening No.: 44004226-00201, Tweede Verweerder

A sale in execution of the undermentioned property is to be held by the Sheriff Potchefstroom, in front of the main entrance of the Magistrate's Court, Van Riebeeck Street, Potchefstroom, on Friday, 15 August 2003 at 10h00.

Full conditions of sale can be inspected at the Sheriff Potchefstroom, 20 Borrius Street, Baillie Park, Potchefstroom, and will be read out prior to the sale taking place.

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

Property: Erf 672, Mohadin Extension 1 Township, Registration Division I.Q., Gauteng, measuring 1 611 square metres, also known as 61 Sooliman Street, Mohadin Extension 1.

Improvements: Main building: 3 bedrooms, 1 bathroom, 1 lounge, 1 diningroom, 1 kitchen. Zoned Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. Tel No. (012) 342-9164. Ref. Mr Croucamp/Dalene/E16163.

Case No. MR 3656/2003

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and DOTIA NIEMANDT, ID: 6108230095088, Bond Account Number: 84245562-00101, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff Rustenburg, at the Magistrate's Court, cnr Nelson Mandela Drive and Klopper Streets, Rustenburg, on Friday, 15 August 2003 at 10h00.

Full conditions of sale can be inspected at the Sheriff Rustenburg, 2nd Floor, Biblio Plaza, cnr President Mbeki & Nelson Mandela Street, Rustenburg, and will be read out prior to the sale taking place.

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

Property: Erf 161, Safarituine Extension 1 Township, Registration Division J.Q., North West, measuring 1 015 square metres, also known as Erf 6, Haakdoring Street, Safarituine Extension 1, Rustenburg.

Improvements: Main building: 3 bedrooms, 2 bathrooms, 1 lounge, 1 diningroom, 1 kitchen. Zoned Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. Tel No. 342-9164. Ref. Mr Croucamp/Dalene/E17270.

Case No. 6502/2003

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and MPHELA PETER MAGOME, Bond Account Number: 6236552200101, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff Rustenburg at the Magistrate's Court, cnr Nelson Mandela Drive and Klopper Streets, Rustenburg, on Friday, 15 August 2003 at 10h00.

Full conditions of sale can be inspected at the Sheriff Rustenburg, 2nd Floor, Biblio Plaza, cnr President Mbeki & Nelson Mandela Street, Rustenburg, and will be read out prior to the sale taking place.

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

Property: Erf 1885, Geelhoutpark Extension 6 Township, Registration Division J.Q., North West, measuring 972 square metres, also known as 4 Keurtjie Avenue, Geelhoutpark Extension 6, Rustenburg.

Improvements: Main building: 3 bedrooms, 1 full bathroom, 1 kitchen, 1 lounge, 1 diningroom. Zoned Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. Tel No. 342-9164. Ref. Mr Croucamp/Dalene/E279.

Case Number: 9778/2003

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

**In the matter between SAAMBOU BANK LTD, Execution Creditor, and CHRISTIAN JACOBUS SWARTZ,
1st Execution Debtor, and ELIZABETH JOAN SWARTZ, 2nd Execution Debtor**

A sale in execution of the undermentioned property is to be held by the Sheriff Potchefstroom, at the main entrance of the Magistrate's Court, Van Riebeeck Street, Potchefstroom, on the 15th of August 2003 at 11h00.

The full conditions of sale can be inspected during office hours at the offices of the Sheriff, at 20 Borrius Street, Potchefstroom, 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.

Erf 654, situated in the Township Promosa, Registration Division I Q, North West, in extent 317 (three hundred and seventeen) square metres, held by the Judgment Debtors in their names under Deed of Transfer No. 17739/1993.

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

Dated at Pretoria this 3 July 2003.

Henstock van den Heever, Judgment Creditor's Attorneys, 343 Farenden Street, Arcadia, Pretoria. Ref: C Kotzé/HHS041.

Case No. 15484/2002

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

**In the matter between TOBIAS JOHN LOUW N.O. in his capacity as Executor of SAAMBOU BANK LIMITED (under
Curatorship) (Reg No. 1987/005437/06), Plaintiff, and MOSIRE KEVIN SERAME, 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 Rustenburg in front of the Magistrate's Court, cnr Kloppe & Nelson Mandela Drive, Rustenburg, on 15 August 2003 at 10:00 of the undermentioned property of the Defendant on conditions which will lie for inspection at the offices of the Sheriff, Van Velden-Duffey Office, 2nd Floor, Biblio Plaza, cnr Nelson Mandela Drive & President Mbeki Road, Rustenburg, prior to the sale:

Certain: Portion 101 of Erf 1894, Geelhoutpark Extension 6 Township, Registration Division J.Q., North-West Province.

Street address: 12 Sandelwood Avenue, Geelhoutpark, Ext 6, measuring 405 (vier honderd en vyf) square metres, held by Deed of Transfer No. T45063/1997.

The property is zoned residential.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Lounge, kitchen, 3 bedrooms, bathroom, water closet.

Dated at Pretoria on this the 14th day of July 2003.

Rooth & Wessels, First National Bank Building, 2nd Floor, Church Square, Pretoria. [Tel. (012) 300-3123.] (Ref. J Strauss/cj/B16903.)

**WESTERN CAPE
WES-KAAP**

Case No. 1478/2003

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED (Reg. No. 62/000738/06),
Judgment Creditor, and CHRISTO JONKER, Judgment Debtor**

In execution of the judgment of the above Honourable Court dated 30th May 2003, a sale in execution will be held, on Tuesday, 12th August 2003 at 11h00 at the site, 3 Langeberg Street, Vredenburg, where the following property will be sold by the Sheriff of the High Court, Vredenburg, to the highest bidder:

Erf 4672, Vredenburg, in the Saldanha Bay Municipality, Malmesbury Division, Province of the Western Cape, in extent 1035 (one thousand and thirty five) square metres, held under Deed of Transfer No. T16017/2002, also known as 3 Langeberg Street, Vredenburg.

No guarantee is given, but according to information, the property consists of: Building consisting of kitchen, 2 bedrooms, living room, bathroom.

The conditions of sale may be inspected at the office of the Sheriff of the High Court, Vredenburg, and at the offices of Balsillies Incorporated.

Dated at Cape Town on this 12th day of June 2003.

Balsillies Incorporated, Judgment Creditor's Attorneys, M Mynhardt-Wilson, 3rd Floor, Wale Street Chambers, 33 Church Street, Cape Town. [Tel. (021) 423-2120.] [Fax. (021) 426-1580.] (Ref. MMw/vw/TV0872.)

Saak No. 571/03

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WELLINGTON GEHOU TE WELLINGTON

In die saak tussen ABSA BANK LIMITED, Eiser, en JADY DAVIDS, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 03 April 2003 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom om 10h00 op 12 Augustus 2003 te Septemberstraat 36, Newton, Wellington, geregtelik verkoop sal word, naamlik:

Erf 4469, Wellington in die Munisipaliteit Drakenstein, Afdeling Paarl, provinsie Wes-Kaap, groot 930 vierkante meters, gehou deur Transportakte Nr T42940/98 ook bekend as Septemberstraat 36, Newton, Wellington.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Hoofstraat 54, Wellington, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van Transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 12 Junie 2003.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl, 8711200; Posbus 20, Paarl, 7622. (Verw. SV/EGI001.)

Aan: Die Balju van die Landdroshof.

Case No. 444/1999

IN THE MAGISTRATE'S COURT MITCHELLS PLAIN

ABSA BANK LIMITED versus NATHAN EDGAR EBDEN

The following property will be sold in execution to the highest bidder at a public auction to be held at Sheriff's Offices, Mitchells Plain South, on Tuesday, 12 August 2003 at 12:00:

Erf 14685, Mitchell Plain, situate in the City of Cape Town, Western Cape, in extent 202 (two hundred and two) square metres, held by Deed of Transfer No. T15966/97 and situate at No. 13 Dinghie Circle, Strandfontein.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Mitchells Plain South.
2. The following improvements on the property are reported but nothing is guaranteed: Brick building, tiled roof, fully vibre-crete fence, burglar bars, carport, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom & toilet.
3. *Payment:* 10% of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the full balance thereof with interest at the rate of 23% 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 (fourteen) days of the date of sale.
4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on 25 June 2003.

Laubscher & Hattingh, H Ehrich, Plaintiff's Attorneys.

Case No. 8908/02

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**In the matter between NEDCOR BANK LIMITED versus MOEGAMAT REDOH KIMMIE and SUMAYA KIMMIE**

The following property will be sold in execution by public auction held at 24 Tennessee Avenue, Colorado Park, to the highest bidder on Tuesday, 12 August 2003 at 10:00 am:

Erf 28333, Mitchells Plain, in extent 600 (six hundred) square metres, held by Deed of Transfer T52697/2002, situate at 24 Tennessee Avenue, Colorado Park.

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: Free standing dwelling under tiled roof, lounge, kitchen, diningroom, 3 bedrooms with one on suite, garage, separate entrance, outbuilding.
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 17% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 14th day of November 2002.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 406-9100.) (Ref. Mrs D Jardine/C46809.)

Case No. 1351/03

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between NEDCOR BANK LIMITED versus PAUL MARTIN HERHOLDT

The following property will be sold by public auction held at 8 Goya Street, De La Haye Estate, Bellville, to the highest bidder on Tuesday, 12 August 2003 at 11:00 am:

Erf 6423, Bellville, in extent 1 095 (one thousand and ninety five) square metres, held by Deed of Transfer T96337/2001, situate at 8 Goya Street, De la Haye Estate, Bellville.

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: Dwelling with cement tile roof, open plan kitchen/diningroom, lounge, 3 bedrooms, bathroom, bar/TV room, laundry, granny flat with lounge and 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 17% 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 17th day of November 2002.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town.
(Tel. 406-9100.) (Ref. Mrs D Jardine/C53599.)

Saak Nr. 3273/03

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen NEDBANK BEPERK, Eiser, en ISMAIL JACOBS, Eerste Verweerder, ABEEDA JACOBS, Tweede Verweerderes, en ZUBEIDA ABRAHAMS, Derde Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 31 Maart 2003 sal die hiernabeskrewe onroerende eiendom in eksekusie verkoop word op Vrydag, 22 Augustus om 10h00 voor die Landdroskantoor, Kerkstraat, Wynberg aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word.

Erf 156910, Kaapstad, te Retreat in die Stad Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap geleë te Vierdelaan 67A, Retreat, groot 254 vierkante meter, gehou kragtens Transportakte Nr. T15509/96.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n koppelhuis met baksteenmure, teëldak, twee slaapkamers, sitkamer, kombuis en badkamer/toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr A H Camroodien, Electricweg 7, Wynberg, Tel. (021) 761-2820.

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 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 Balju, mnr A H Camroodien, Electricweg 7, Wynberg, Tel. (021) 761-2820.

Datum: 23 Junie 2003.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/CVS/N391.)

Case No. 160/02

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

In the matter between BOE BANK LIMITED, Plaintiff, and ERROL JOHN KOTZE, First Defendant, and BEULAH ANN KOTZE, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 1 February 2002, the under-mentioned property will be sold in execution at 12h00 on Wednesday, the 13 August 2003 at the premises:

Erf 14385, Strand, situate in the City of Cape Town, Stellenbosch Division, Province Western Cape, measuring 216 square metres and held by Deed of Transfer No. T.57830/2001, comprising of 3 x bedrooms, kitchen, lounge, bathroom and an en-suite and known as 2 Chantia Street, Sercor Park, Strand.

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 18th day of June 2003.

T. O. Price, Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case No. 9572/02

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Judgement Creditor, and LEON MELVILLE MALOY,
1st Judgment Debtor, and LETIA MAUREEN MALOY, 2nd Judgment Debtor**

The undermentioned property will be sold in execution at the Sheriff's Office, 16 Industrial Road, Kuils River on 15 August 2003 at 09h00:

Erf 2156, Eerste River, in the City of Cape Town, Division of Stellenbosch, Western Cape Province, also known as 4 Circle Road, Forest Park, Eerste River, in extent 250 (two hundred and fifty) square metres, comprising 3 bedrooms, open plan kitchen, lounge, bathroom and toilet, vibrecrete fence wall (nothing guaranteed).

The sale shall be by public auction without reserve to the highest bidder, subject to the High Court Act and Rules. 10% of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Kuils River and will be read out by the Auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. Tel. (021) 945-3646. Acc. No. 8380161600101.

Case No. 716/2003

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

**In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and FRED KELLY PELSER, First Defendant, and
SUSANNA JOHANNA MARIA PELSER, Second Defendant**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 21 May 2003, the under-mentioned property will be sold in execution at 10h00 on Wednesday, the 13th August 2003 at the premises:

1. (a) Section No. 9, as shown and more fully described on Sectional Plan No. SS626/1998, in the scheme known as Guldenpark, in respect of the land and building or buildings situate at the Strand, in the Helderberg Municipality, Division Stellenbosch, Province Western Cape, of which section the floor area, according to the said Sectional Plan, is 53 (fifty three) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by VA1562/2000 (Deed of Transfer No. ST22926/1998).

2 (a) Section No. 146, as shown and more fully described on Sectional Plan No. SS176/1999, in the scheme known as Guldenpark, in respect of the land and building or buildings situate at the Strand, in the Helderberg Municipality, Division Stellenbosch, Province Western Cape, of which section the floor area according to the said sectional plan, is 22 (twenty two) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer No. ST9904/1999 and comprising of 2 x bedrooms, bathroom, and open plan kitchen and lounge and known as Nr. 9 Salome, Gulden Crescent, Strand.

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 10th day of June 2003.

T. O. Price, Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case No. 28465/00

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
BENIAMIN KARLIE, Defendant**

In the above matter a sale will be held on Friday, 8th August 2003 at 10:00 am, the Court House, Wynberg:

Erf 177, Grassy Park, in the South Peninsula Municipality, Cape Division, Province of the Western Cape, being 111 1st Avenue, Grassy Park, measuring seven hundred and seventy-seven (777) square metres, held by Defendant under Deed of Transfer No. T79744/1992.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): 1 x single brick dwelling under a slate roof comprising of 4 bedrooms, kitchen, lounge, bathroom, toilet and garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg, and at the offices of the undersigned.

Dated at Grassy Park this 3rd day of July 2003.

EW Domingo, E.W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Phone: 706-2873/4/5.) (Ref. P. Snell/mr.)

Case No. 6799/02

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between NEDCOR BANK LIMITED versus CLINTON BRADLEY SOLOMONS

The following property will be sold in execution by public auction held at 1 Bluefin Avenue, Marina da Gama, to the highest bidder on Wednesday, 13 August 2003 at 10:00 am:

Erf 112567, Cape Town, at Muizenberg, in extent 604 (six hundred and four) square metres, held by Deed of Transfer T42924/94, situate at 1 Bluefin Avenue, Marina da Gama.

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 dwelling with tiled roof, 3 bedrooms, kitchen, 2 living rooms, double garage, 1,5 bathrooms and granny flat.

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 17,00% 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 9th day of June 2003.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 406-9100.) (Ref. Mrs D Jardine/C41095.)

Case No. 7796/03

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between ABSA BANK LIMITED, Judgment Creditor, and WILLIAM DIVAZ PETER, Judgment Debtor

In pursuance of a judgment in the above Honourable Court dated 29 May 2003, the following property will be sold in execution on 18 August 2003 at 09h30, at 123 Homewood Drive, Parklands, 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 939, Parklands, in the City of Cape Town, Division Cape, Western Cape Province, measuring 566 m² (123 Homewood Drive, Parklands), consisting of a flat roofed, plastered, fenced dwelling house with 3 bedrooms, 2 bathrooms, lounge, kitchen with built-in cupboards, double garage, swimming pool and sprinkler system.

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 16,90% 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 9 July 2003.

C F J Ackermann, Buchanan Boyes, Plaintiff's Attorneys, 2nd Floor, 5 High Street, Rosenpark, Bellville. [Tel. (021) 914-1070.] (Ref. CFJA/EsméCOLL/U02662.)

Case No. 1643/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between ABSA BANK LTD, Plaintiff, and FUMANEKILE STANLEY LONDZI, Identity Number 5401095746082, 1st Defendant, and ETHEL THEMBISA LONDZI, Identity Number 6210020846084, 2nd Defendant

In pursuance of judgment granted on 26th day of May 2000, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 19th day of August 2003 at 10:00 am, at Mitchells Plain Magistrate's Court, to the highest bidder:

Description: Erf 4211, Khayelitsha, in the area of the City of Cape Town, Division Cape, Province: Western Cape, also known as H250 Nokwazi Square, Khayelitsha, in extent 0,314 square metres.

Improvements: 1 single dwelling brick walls under tiled roof, consisting of 3 x bedrooms, 1 x bathroom/toilet, 1 x kitchen, 1 x lounge.

Held by the Defendant in his/her name under Deed of Transfer No. T90853/98.

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, Khayelitsha.

Dated at Durbanville this 14 July 2003.

E C Jearey, for Malan Laàs & Scholtz Inc., Plaintiff's Attorneys, M5 Place, 2A Hibiscus Road, Durbanville, 7550; P.O. Box 606, Sanlamhof, 7532. (021) 976-0966. (Ref: ECJ/A0020/0433/SS.)

Case No: 3724/03

**IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**

In the matter between: FIRST RAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and FRANCISCO ANTONIO RATO MACHADO CERQUEIRA, First Defendant, and DEBBY-ANN CERQUEIRA, married in community of property to each other, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the premises situated at 4 The Anchorage, The Row, Muizenberg, on 13 August 2003 at 13h30.

Full conditions of sale can be inspected at the Sheriff, Simonstown, situated at 131 St George's Street, Simonstown, and will be read out prior to the sale.

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

Property: Erf 148116, Cape Town at Muizenberg, in the South Peninsula Municipality, Cape Division, Western Cape Province, in extent 129 (one hundred and twenty nine) square metres, held by Deed of Transfer No. T100519/99.

Subject to the conditions therein contained and especially to the restriction against alienation in favour of Anchorage Home Owners Association, situated at 4 The Anchorage, The Row, Muizenberg.

Improvements: 1 x entrance hall, 1 x lounge, 1 x family room, 1 x dining room, 1 x kitchen, 3 x bedrooms, 1 x bathroom, 1 x bathroom, 2 x wc.

Dated at Cape Town on this 14 day of July 2003.

L. J. Vosloo, for Steyl-Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. Ref: LJV/fa/FV0236.

Case No: 15392/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between: FIRSTRAND BANK LTD, Plaintiff, and WILFRED DANIELS and LAURA JANET DANIELS, Defendants

A sale in execution will be held on 11 August 2003 at 9h00, at Kuils River Magistrate's Court, Van Riebeeck Street, Kuils River, of:

Erf 4265, Blue Downs, in the City of Cape Town, Stellenbosch Division, Western Cape Province, in extent 320 sqm, held by Deed of Transfer No. 96095/94, known as 5 Curlew Street, Electric City, Blue Downs.

The property is improved as follows, though nothing is guaranteed: A dwelling under tiled roof, consisting of 3 bedrooms, kitchen, lounge, bathroom & toilet.

Material conditions: 10% in cash on day of sale and the balance against transfer to be secured by an acceptable guarantee to be furnished within 14 days.

The full conditions of sale may be inspected at the Sheriff for Belville/Kuilsriver at 29 Northumberland Road, Bellville.

Dated at Cape Town on 7 July 2003.

Burton-White, Plaintiff's Attorneys, Suite 306, Victoria Wharf Offices, Victoria & Alfred Waterfront, DX1, Waterfront. Tel: 419-9310. Ref: D. Burton/F1127.

Case No: 5765/02

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between: FIRST RAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and DONOVAN MARK MALGAS, Identity Number: 6311135036080, unmarried, Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Wynberg, situated at Church Street, Wynberg, on 12 August 2003 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Wynberg East, situated at 574 Lansdowne Road, Lansdowne, and will be read out prior to the sale.

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

Property: Erf 126760, Cape Town at Athlone, in the City of Cape Town, Cape Division, Western Cape Province, in extent 354 (three hundred and fifty four) square metres, held by Deed of Transfer No. T60929/1996.

Subject to the conditions therein contained and especially to the reservation in favour of the state of all rights to minerals, situated at 33 Blossom Street, Silvertown, Athlone.

Improvements: 1 x lounge, 1 x kitchen, 3 x bedrooms, 1 x bathroom, 1 x wc. *Granny flat:* 1 x lounge, 1 x kitchen, 2 x bedrooms, 1 x bathroom, 1 x wc.

Dated at Cape Town on this 10 day of July 2003.

L. J. Vosloo, for Steyl-Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. Ref: LJV/fa/FV0129.

Case No: 445/02

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between: ABSA BANK LIMITED, Plaintiff, and HILLARY DE KOCK (nee Watkins), First Defendant, and MICHAEL RALTON DE KOCK, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in execution on 19 August 2003 at 12h00, Sheriff's Offices, 2 Mulberry Way, Strandfontein, Mitchells Plain, to the highest bidder.

Erf 22120, Mitchells Plain, Cape, 120 square metres, held by Deed of Transfer T72490/96, situate at 20 Eland Street, East Ridge, Mitchells Plain.

Property description: 3 bedrooms, bathroom, lounge and kitchen.

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

2. A deposit of ten percent of the purchase price shall be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale.

3. The balance (plus interest at the current rate of 13,00% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

5. The full conditions of sale which will be read out by the Auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain South.

Dated at Cape Town on this 1 July 2003.

C & A Friedlander, Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z04198.)

Saaknr: 5423/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL

**In die saak tussen: ABSA BANK LIMITED, Eiser, en TERENCE NEVILLE MARTIN, Verweerder, en
DIANA DOROTHEA MAGDALENE MARTIN, 2de Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 13 Julie 2001 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom om 11h00 op 18 Augustus 2003 te die Landdroskantoor, Bergrivier Boulevard, Paarl, geregtelik verkoop sal word, naamlik:

Erf 19322, Paarl, in die Munisipaliteit Drakenstein, Afdeling Paarl, Weskaap Provinsie, groot 112 vierkante meters, gehou deur Transportakte Nr T57003/1991, ook bekend as Polonaisestraat 41 (A), Groenheuvel, Paarl.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Du Toitstraat 40, Paarl, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 24 Junie 2003.

Aan: Die Balju van die Landdroshof.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. Tel. 871-1200. Verw. SV/DAB001.

Case No: 445/02

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between: ABSA BANK LIMITED, Plaintiff, and HILLARY DE KOCK (NEE WATKINS), First Defendant, and
MICHAEL RALTON DE KOCK, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in Execution on 19 August 2003 at 12h00, Sheriff's Offices, 2 Mulberry Way, Strandfontein, Mitchells Plain, to the highest bidder.

Erf 22120, Mitchells Plain, Cape, 120 square metres, held by Deed of Transfer T72490/96, situate at 20 Eland Street, East Ridge, Mitchells Plain.

Property description: 3 Bedrooms, Bathroom, Lounge and Kitchen.

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

2. A deposit of ten percent of the purchase price shall be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale.

3. The balance (plus interest at the current rate of 13,00% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee to a Deposit-taking Institution to be delivered within 14 days of the sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

5. The full conditions of Sale which will be read out by the Auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain South.

Dated at Cape Town on this 1 July 2003.

C&A Friedlander, Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z04198.)

Case No: 3224/03

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between NEDCOR BANK versus SUSAN PATRICIA COLLINS

The following property will be sold in execution by public auction held at 16B Dikkop Crescent, Table View, to the highest bidder on Thursday, 14 August 2003 at 11:00 am:

Erf 12987, Milnerton, in extent 273 (Two Hundred and Seventy Three) Square metres, held by Deed of Transfer T49857/98, situate at 16B Dikkop Crescent, Table View.

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: Two bedrooms, bathroom, kitchen, lounge, tiled roof.

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 15,5% 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 or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 17th day of June 2003.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town.
Tel: 4069100. (Ref: Mrs D Jardine/C57334.)

Saaknr: 9493/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL

**In die saak tussen: ABSA BANK LIMITED, Eiser, en DAVID CECIL CUPIDO, 1ste Verweerder, en
SABIENA CAROLINE CUPIDO, 2de Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 09 November 2001 en daaropvolgende Lasbrief vir Eksekusie die hierna gemelde eiendom om 10h00 op 18 Augustus 2003 te Ghwarrielaan 24, Paarl, geregtelik verkoop sal word, naamlik:

Erf 10071, Paarl, in die Munisipaliteit van Paarl, Afdeling Paarl in die Provinsie van die Weskaap—groot 719 vierkante meters—gehou deur Transportakte Nr T23565/1997, ook bekend as Ghwarrielaan 24, Paarl.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Du Toitstraat 40, Paarl, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van Transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 24 Junie 2003.

Faure & Faure, Patriotpersgebou/Building, Hoofstraat 227, Main Street, Paarl. 8711200. Posbus 20/P.O. Box 20, Paarl, 7622. Verw. SV/DLG/00001.

Aan: Die Balju van die Landdroshof.

Case No: 445/02

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between: ABSA BANK LIMITED, Plaintiff, and HILARY DE KOCK (NEE WATKINS), First Defendant, and
MICHAEL RALTON DE KOCK, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in Execution on 19 August 2003 at 12h00, Sheriff's Offices, 2 Mulberry Way, Strandfontein, Mitchells Plain, to the highest bidder.

Erf 22120, Mitchells Plain, Cape, 120 square metres, held by Deed of Transfer T72490/96, situate at 20 Eland Street, East Ridge, Mitchells Plain.

Property description: 3 Bedrooms, Bathroom, Lounge and Kitchen.

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

2. A deposit of ten percent of the purchase price shall be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale.

3. The balance (plus interest at the current rate of 13,00% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

5. The full conditions of Sale which will be read out by the Auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain South.

Dated at Cape Town on this 1 July 2003.

C&A Friedlander, Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z04198.)

Case No: 7350/2003

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and RAVENSCOE PROPERTIES 176 CC, 1st Defendant,
and IEGSHAAN ABBAS, 2nd Defendant**

The following property will be sold in execution on 11 August 2003 at 10h00 at 9 Lower Trill Road, Observatory:

Erf number 26541, Cape Town at Observatory, in the City of Cape Town, Division Cape, Province of the Western Cape, in extent 250 square metres, held by Deed of Transfer No T985/2002, and situate at 9 Lower Trill Road, Observatory.

Improvements (not guaranteed): A Double Storey and Morter Dwelling, Eight Room Lodge, Two Kitchens and Two Bathrooms.

The conditions of sale which will be read out by the Sheriff prior to the sale may be inspected at the offices of the Sheriff for Maitland, and stipulates that:

1. The property will be sold to the highest bidder.
2. A deposit of 10 (ten) percent of the purchase price shall be paid in cash or by Bank guaranteed cheque at the time of the sale and the balance together with interest at date of registration of transfer.

Dated at Cape Town on 27 June 2003.

Jan S. de Villiers, Attorneys for Plaintiff, 17th Floor, No 1 Thibault Square, Cape Town. [Tel: (021) 405 5100.] (Ref: Ivantonder/M6885.)

Case No 30758/2002

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

In the matter between: LA VICTORIE BODY CORPORATE, Plaintiff, and A PETERSEN, Defendant

The undermentioned property will be sold in execution by Public Auction at 1 La Victorie, Jupiter Road, Surrey Estate on 19 August 2003, at 11h00 to the highest bidder, namely:

1. A Unit consisting of:

1.1 Section no 1, as shown and more fully described on Sectional Plan No SS 249/1992 in the Scheme known as La Victorie in respect of the land and building or buildings situate at Athlone, in the Municipality of Cape Town, of which section the floor area, according to the said Sectional Plan is 57 (fifty seven) square metres in extent; and

1.2 An undivided share in the common property in the Scheme apportioned to the said Section in accordance with the participation quota as endorsed on the said Sectional Plan.

2. An exclusive use area described as Parking Bay No P1, measuring 13 (thirteen) square metres being as such part of the common property, comprising of the land and the Scheme known as La Victorie in respect of the land and building or buildings situate at Athlone, in the area of the Municipality of Cape Town, as shown and more fully described on Sectional Plan No SS 249/1992 and held under Notarial Deed of Cession No SK 734/93.

Held by Deed of Transfer No ST 2329/1993.

Physical address: 1 La Victorie, Jupiter Road, Surrey Estate, 7764.

1. *Conditions of sale:* The following information is furnished, but not guaranteed, namely 2 bedrooms, lounge, kitchen, bathroom & toilet. The property measures 57 (fifty seven) square metres in extent. 1 x Parking Bay No P1, measuring 13 (thirteen) square metres.

2. *Payment:* Ten percentum (10%) of the Purchase Price in cash or by means of a bank or building society guaranteed cheque on the day of the sale and the balance, together with the interest thereon at the prevailing rate from time to time from the date of sale to date of registration of transfer against transfer of the property into the name of the Purchaser which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg East.

Dated at Cape Town this 15th day of July 2003.

CK Friedlander Shandling Volks, per: M Bey, Attorneys for Plaintiff, 8th Floor, Greenmarket Place, 54 Shortmarket Street, Cape Town. (Ref: MB/dm22-000248.)

**Case No. 4107/03
Box 299**

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between TOBIAS JOHN LOUW N.O., in his capacity as Curator of SAAMBOU BANK LTD (Under Curatorship), Plaintiff, and HAROLD BAGLEY, Identity Number: 5705025146019, and MAGDALENE BAGLEY, Identity Number: 5708010194085, married in community of property to each other, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff's Office, Mitchells Plain South, situated at 2 Mulberry Way, Strandfontein, on 14 August 2003 at 12h00.

Full conditions of sale can be inspected at the Sheriff, Mitchells Plain South, situated at 2 Mulberry Way, Strandfontein, and will be read out prior to the sale.

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

Property: Erf 13818, Mitchells Plain, in the Area of the Transitional Metropolitan Substructure of Cape Town, Division Cape, in the Province of the Western Cape, in extent 283 (two hundred and eighty three) square metres, held under Deed of Transfer No. T53783/1991, subject to the conditions therein contained and especially to the reservation of rights to minerals, situated at 19 Invader Street, Rocklands, Mitchells Plain.

Improvements: 1 x lounge, 1 x kitchen, 3 x bedrooms, 1 x bathroom.

Dated at Cape Town on this 14 day of July 2003.

Steyl-Vosloo, L J Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. (Ref. LJ/V/la/LV0102.)

**Case No. 4673/03
Box 299**

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between TOBIAS JOHN LOUW N.O., in his capacity as Curator of SAAMBOU BANK LTD (Under Curatorship), Plaintiff, and DAVID JOËL STEPHANUS LOFF, Identity Number: 5511055087010, and SHIRLEY LOFF, Identity Number: 5503150012019, married in community of property to each other, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the premises situated at 31 Bougaard Street, Paarl, on 14 August 2003 at 11h00.

Full conditions of sale can be inspected at the Sheriff, Paarl, situated at 40 Du Toit Street, Paarl, and will be read out prior to the sale.

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

Property: Erf 5897, Paarl, situated in the Municipality of Paarl, Division Paarl, in extent 1 115 (one thousand one hundred and fifteen) square metres, held under Deed of Transfer No. T33997/1993, subject to the conditions therein contained, situated at 31 Bougaard Street, Paarl.

Improvements: 1 x lounge, 1 x diningroom, 1 x kitchen, 5 x bedrooms, 1 x bathroom.

Dated at Cape Town on this 15 day of July 2003.

Steyl-Vosloo, L J Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. (Ref. LJ/V/la/LV0113.)

**Case No. 4450/03
Box 299**

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between TOBIAS JOHN LOUW N.O., in his capacity as Curator of SAAMBOU BANK LTD (Under Curatorship), Plaintiff, and JOHN ALBERT PAULSE, Identity Number: 3609135125016, First Defendant, and JANET MARIA PAULSE, Identity Number 4602080059081, married in community of property to each other, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Atlantis situated at Wesfleur Circle, Atlantis on 13 August 2003 at 9h00.

Full conditions of sale can be inspected at the Sheriff, Malmesbury situated at 11 St Johns Street, Malmesbury and will be read out prior to the sale.

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

Property: Erf 1990, Wesfleur, situate in the Atlantis Residential Local Area, Division Cape, in extent 450 (four hundred and fifty) square metres, held under Deed of Transfer No. T13755/1984, subject to the conditions contained therein, situated at 33 Avenhoorn Street, Saxonsea, Atlantis.

Improvements: 1 x lounge, 1 x kitchen, 3 x bedrooms, 1 x bathroom.

Dated at Cape Town during July 2003.

Steyl-Vosloo, L J Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. (Ref. LJ/V/la/LV110.)

Case No. 3849/03

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between FIRST RAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and MICHAEL WHITLOW, Identity No. 6805165062080, unmarried, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the premises situated at 9 Warwick Place, West Beach, Table View on 14 August 2003 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Cape Town, situated at 44 Barrack Street, Cape Town, and will be read out prior to the sale.

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

Property: Erf 20009, Milnerton, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 272 (two hundred and seventy-two) square metres, held by Deed of Transfer No. T111381/2002, subject to the conditions therein contained, situated at 9 Warwick Place, West Beach, Table View.

Improvements: 1 x lounge, 1 x kitchen, 1 x pantry, 3 x bedrooms, 1 x bathroom, 2 x showers, 2 x w.c.

Dated at Cape Town on this 15th day of July 2003.

L. J. Vosloo, Steyl-Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Box 299, Cape Town. (Ref. LJ/V/fa/FV0235.)

Case No. 4291/03

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between TOBIAS JOHN LOUW, N.O., in his capacity as Curator of SAAMBOU BANK LTD (under Curatorship), Plaintiff, and DOUGLAS JOSEPH DICK, ID No. 5708285142017, First Defendant, and HELENA MAGDALENA DICK, ID No. 5901060186016, married in community of property to each other, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Mitchells Plain situated at First Avenue, Eastridge, Mitchells Plain on 12 August 2003 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Mitchells Plain North, situated at 23 Maple Road, Mitchells Plain and will be read out prior to the sale.

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

Property: Erf 2118, Mandalay, in the Local Area of Mandalay, Administrative District of The Cape, in extent 407 (four hundred and seven) square metres, held under Deed of Transfer No. T51488/1994, subject to the conditions therein contained and referred to, situated at 2 Viola Close, Mandalay, Mitchells Plain.

Improvements: 1 x lounge, 1 x kitchen, 3 x bedrooms, 1 x bathroom.

Dated at Cape Town on this 11th day of July 2003.

L. J. Vosloo, Steyl-Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Box 299, Cape Town. (Ref. LJ/V/la/LV0106.)

Case No. 14750/2003

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 THEMBA ENOCH ZULU, First Defendant, and NOMPUMELELO PATIENCE ZULU, Second Defendant

In the above matter a sale will be held at 39 Kleinbosch Street, Kleinbosch, Parow on Thursday 14 August 2003 at 13h00, being Erf 22045, Parow, situate in the City of Cape, Cape Division, Western Cape Province, measuring 622 square metres, also known as 39 Kleinbosch Road, Kleinbosch, Parow.

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 17,00% 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, open plan kitchen, lounge, dining-room and TV-room, study, 1 1/2 bathrooms and double garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, cnr. Willie van Schoor and Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. FIR73/0172/H. Crous/la.)

Case No. 7693/02

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

**In the matter between WEIDEHOF BODY CORPORATE, Judgment Creditor, and
PETER JOHN GLEN-YOUNG, Judgment Debtor**

In pursuance of a judgment granted on 22 October 2002 in the Strand Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 20 August 2003 on site at 11h00 to the highest bidder:

Description: Double storey townhouse under tiled roof consisting of 3 bedrooms and 2 bathrooms upstairs, lounge, dining-room and open plan kitchen, guest toilet with hand basin and single garage downstairs.

Erf number: A unit consisting of Section 1 as shown and more fully described on Sectional Plan SS70/86 in the scheme known as Weide Hof situate at the Strand, in extent 148 square meters.

Property address: 1 Weidehof, Masonic Street, Strand.

Held by the Judgment Debtor in his name under Deed of Transfer No. ST7887/2000.

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

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

Dated at Cape Town this 26th June 2003.

C & A Friedlander Inc., Judgment Creditor's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town.

Case No. 7734/02

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and ERROL WILLIAM ARENDSE,
1st Judgment Debtor, and JEANETTE MALGAS, 2nd Judgment Debtor**

The undermentioned property will be sold in execution at the Sheriff's Office, 16 Industrial Road, Kuils River on 15 August 2003 at 09h00:

Erf 2904, Eerste River, situate in the City of Cape Town, Stellenbosch Division, Western Cape Province, also known as 55 Francolin Street, Devon Park, Eerste River, in extent 351 (three hundred and fifty-one) square metres.

Comprising 2 bedrooms, 1 bathroom, 1 kitchen, 1 living-room (nothing guaranteed).

The sale shall be by public auction without reserve to the highest bidder, subject to the High Court Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Kuils River and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorney's, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/LvS/V93.) (Account No. 8385982900101.)

Case No. 9710/02

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and GERHARD JOHAN SMITH,
1st Judgment Debtor, and CHRISTINE VAN DER NEST, 2nd Judgment Debtor**

The undermentioned property will be sold in execution at 38 Gladiolus Street, Bergroos Mews, Protea Village, Brackenfell on 15 August 2003 at 11h00:

Erf 14745, Brackenfell, situate in the City of Cape Town, Division Stellenbosch, Western Cape Province, in extent 254 (two hundred and fifty-four) square metres, comprising 2 bedroom house with tiled roof, brick walls, lounge, kitchen, bathroom with toilet, single garage (nothing guaranteed).

The sale shall be by public auction without reserve to the highest bidder, subject to the High Court Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Kuils River and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorney's, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/LvS/V172.) (Account No. 8255597900101.)

Saak No. 4854/99

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

**In die saak tussen MUNISIPALITEIT DRAKENSTEIN, Eksekusieskuldeiser, en
W A VAN DER MERWE, Eksekusieskuldenaar**

Ten uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 12 Junie 2003, sal die volgende onroerende eiendom hieronder beskryf, geregtelik te Landdroskantoor, Bergrivier Boulevard, Paarl, verkoop word op 12 Augustus 2003 om 10h00 aan die hoogste bieder.

Erf 17636, Paarl, in die Munisipaliteit en Afdeling Paarl, provinsie Wes-Kaap, groot 388 (driehonderd agt en tagtig) vierkante meter, gehou kragtens Transportakte No. T44464/1997 geleë te Riversidestraat 7, Paarl.

Verkoopsvoorwaardes:

1. Die verkoping sal aan die hoogste bieder geskied, onderhewig aan die bepalings van die Wet op Landdroshowe (No 32 van 1944), soos gewysig en die reëls en bepalings wat daarvolgens die transportaktes gemaak is insoverre dit van toepassing is.

2. Die koper sal 10% van die koopsom onmiddellik na die veiling kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop tot datum van registrasie van die transport, moet binne 14 dae betaal word, of verseker word deur 'n bank- of bougenootskapwaarborg.

3. Die koper sal alle transportkoste (insluitende hereregte of belasting op toegevoegde waarde) en alle koste wat daarmee gepaard gaan, betaal.

4. Die ander voorwaardes en terme lê ter insae by kantore van die Balju van die Hof, Landdroskantoor, Paarl.

Gedateer te Paarl op hierdie 23ste dag van Junie 2003.

Oosthuizen & Kie, Meyer De Waal, Prokureurs vir Eiser, Hoofstraat 304, Posbus 246, Paarl. [Tel: (021) 872-3014.] [Faks: (021) 872-2756.] (Verw: ML/ac/209345.)

Aan: Die Balju vir die Landdroshof, Landdroshof, Paarl.

Saak No. 690/00

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen: ABSA BANK BEPERK, Eiser, en THOMAS CLASSEN, 1ste Verweerder, en
KHRISTINA CLAASSEN, 2de Verweerder**

In die gemelde saak sal 'n veiling gehou word op 15 Augustus 2003 om 09h00 te Baljukantoor, Industriestraat 16, Kuilsrivier:

Erf 5131, Eerste Rivier, in die stad Kaapstad, Oostenberg Administrasie, Divisie: Stellenbosch, provinsie van die Wes-Kaap, groot 425 vierkante meter, gehou deur die Verweerders kragtens Transportakte No. T44644/92, beter bekend as Princessrylaan 19, Condor Park.

1. *Verbeterings* (nie gewaarborg nie): 'n Woonhuis bestaande uit 2 slaapkamers, 1 sitkamer, 1 kombuis asook 1 badkamer/toilet.

2. 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, 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 26 Junie 2003.

TR de Wet, vir Marais Muller Ing., Prokureur vir die Vonnisskuldeiser, 19de Vloer, Cartwrights Corner, Adderleystraat, Kaapstad. [Tel: (021) 462-3420.] [Faks: (021) 465-2736.] (Verw: MA Small/edlg/Z04107.)

Case No. 2283/03

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ETIENNE IVANNE NEL, Defendant

The following property will be sold in execution on 14 August 2003 at 10h00 to the highest bidder at Goodwood Magistrate's Court:

Erf 13243, Goodwood, in the City of Cape Town, Division Cape, Western Cape Province, in extent 518 (five hundred and eighteen) square metres, held by Deed of Transfer No. T90439/1997, also known as 5 Erfort Street, Elsies River.

The following improvements are reported but nothing is guaranteed: Tiled roof, brick walls, 1 lounge, 1 diningroom, 1 kitchen, 3 bedrooms, 1 bathroom, 2 separate toilets, 1 garage. Separate entrance: 1 kitchen, 1 bedroom, 1 bathroom, 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 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, Goodwood.

Dated at Table View this the 18th day of June 2002.

Miltos Inc., Attorneys for Plaintiff, 48 Blaauwberg Road, Table View. (Ref: D R Welz/TDG/35124.)

Case No. 1553/03

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between: BUCHANAN BOYES ATTORNEYS versus JAN ALBERTUS VAN WYK SILVISTER, REBEKAH SALOME SAMUELS

The following property will be sold in execution by public auction held at Mitchells Plain South, Sheriff, 2 Mulberry Way, Strandfontein, to the highest bidder on Thursday, 14 August 2003 at 12 noon:

Erf 3089, Weltevreden Valley, in extent 308 (three hundred and eight) square metres, held by Deed of Transfer T052894/2001, situate at 36 Gallery Crescent, Weltevreden Valley.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished, but not guaranteed: Brick building, tiled roof, partly 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 15,50% per annum calculated on the Judgment Creditor's claim from the date of the sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 14th day of November 2002.

Buchanan Boyes, Attorneys for the Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town. (Tel: 406-9100.) (Ref: Mrs D Jardine/C44528.)

SALE IN EXECUTION

NEDCOR BANK LIMITED versus S.M. & Z. SWARTZ

Bellville Case No. 25345/00

The property: Erf 4132, Bellville, in extent 496 square metres, situate at 76 Burlington Street, Oakdale, Bellville.

Improvements (not guaranteed): Asbestos roof, brick walls, TV room, diningroom, 3 bedrooms, bathroom & toilet, outside toilet, kitchen, single garage, lounge.

Date of sale: 12th August 2003 at 09:00 am.

Place of sale: Bellville Sheriff's Office.

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, Bellville.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 339/03

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between: NEDBANK LIMITED, Plaintiff, and LEONARD LEON RANGE, 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 the Kuils River Sheriff's Office, at 09:00 am on the 13th day of August 2003, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff of the High Court.

Section 74, as set out and more fully described on Sectional Plan SS8/1996, in the scheme known as Penny Lane, in respect of the land and building or buildings situate at Brackenfell, in the City of Cape Town, Stellenbosch Division, Western Cape Province, of which section the floor area, according to the said sectional plan is 34 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 situate at Flat 71, Penny Lane, De Villiers Street, Brackenfell.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: 1 bedroomed flat on the ground floor, bathroom, lounge, under cover parking, security completed with communal pool.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Matz Watermeyer, Plaintiff's Attorneys, 5th Floor, Fedsure Terrace, Protea Road, Claremont; PO Box 23304, Claremont, 7735; Docex 1, Claremont. (Tel: 674-3175.) (Fax: 674-4694.) (Ref: M T Schäfer/ts/Z07256.)

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* R W & R J HEWITT

Kuils River, Case No. 19386/01

The property: Erf 2553, Kraaifontein, in extent 496 square metres, situate at 49 Fourth Avenue, Kraaifontein.

Improvements (not guaranteed): 3 bedrooms, bathroom, kitchen, single garage, outside room with toilet, carport, asbestos roof, brick walls.

Date of sale: 13th August 2003 at 09.00 am.

Place of sale: Kuils River Sheriff's Office.

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, Kuils River.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 1169/2003

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED (Reg. No. 62/000738/06), Judgment Creditor, and ACTIVID ONE CC, 1st Judgment Debtor, and JENNIFER GARDNER- MEDWIN, 2nd Judgment Debtor

In execution of the Judgment of the above Honourable Court dated 11th June 2003, a sale in execution will be held on Monday, 11th August 2003 at 12h00 at the site, 33 Strawberry Lane, Constantia, where the following property will be sold by the Sheriff of the High Court, Wynberg South, to the highest bidder:

Erf 8627, Constantia, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 2 016 (two thousand and sixteen) square metres, held under Deed of Transfer No. T76847/2001, also known as 33 Strawberry Lane, Constantia.

No guarantee is given, but according to information, the property consists of a building consisting of 4 living rooms, 3 bedrooms, 2 bathrooms, toilet, kitchen, 2 garages, outside bathroom, 2 servant's room, cottage with 2 bedrooms, 1 living room and 2 bathrooms, swimming pool.

The conditions of sale may be inspected at the office of the Sheriff of the High Court, Wynberg South and at the offices of Balsillies Incorporated.

Dated at Cape Town on this 26th day of June 2003.

M Mynhardt-Wilson, Balsillies Incorporated, Judgment Creditor's Attorneys, 3rd Floor, Wale Street Chambers, 33 Church Street, Cape Town. [Tel. (021) 423-2120.] [Fax (021) 426-1580.] (Ref. MMw/vw/TV0486.)

Case No. 8080/02

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED (Reg. No. 62/000738/06), Judgment Creditor, and THE TRUSTEES FOR THE TIME BEING OF THE LEE JOHN FAMILY TRUST, 1st Judgment Debtor, and THEOLENE SMIT, 2nd Judgment Debtor

In execution of the Judgment of the above Honourable Court dated 11th March 2003, a sale in execution will be held on Wednesday, 13th August 2003 at 11h00 at the site, 35A Aalwyndal, Mossel Bay, where the following property will be sold by the Sheriff of the High Court, Mossel Bay to the highest bidder:

Portion 241 (a portion of Portion 218 of the farm Vyf-Brakke-Fontein No. 220), in the Mossel Bay Municipality, Mossel Bay Division, Province of the Western Cape, in extent 7,6897 (seven comma six eight nine seven) hectares, held under Deed of Transfer No. T8767/2001, also known as 35A Aalwyndal, Mossel Bay.

No guarantee is given, but according to information, the property consists of a building consisting of small holding consisting of 2 living rooms, 3 bedrooms, bathroom, kitchen, outside store room and cottage with 1 bedroom, bathroom and kitchen.

The conditions of sale may be inspected at the office of the Sheriff of the High Court, Mossel Bay and at the offices of Balsillies Incorporated.

Dated at Cape Town on this 25th day of June 2003.

M Mynhardt-Wilson, Balsillies Incorporated, Judgment Creditor's Attorneys, 3rd Floor, Wale Street Chambers, 33 Church Street, Cape Town. [Tel. (021) 423-2120.] [Fax (021) 426-1580.] (Ref. MMw/vw/TV0420.)

Case No. 3660/03

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED (Reg. No. 62/000738/06), Judgment Creditor, and WILLEM OLIPHANT, 1st Judgment Debtor, and MAGDALENA OLIPHANT, 2nd Judgment Debtor

In execution of the Judgment of the above Honourable Court dated 9th June 2003, a sale in execution will be held on Wednesday, 13th August 2003 at 11h00, at the site, 25 Essenhout Street, Kraaifontein, where the following property will be sold by the Sheriff of the High Court, Kuils River to the highest bidder:

Erf 16863, Kraaifontein, in the Oostenberg Municipality, Stellenbosch Division, Province of the Western Cape, in extent 248 (two hundred and forty eight) square metres, held under Deed of Transfer No. T49349/98, also known as 25 Essenhout Street, Kraaifontein.

No guarantee is given, but according to information, the property consists of building consisting of 2 living rooms, 2 bedrooms, kitchen, and bathroom.

The conditions of sale may be inspected at the office of the Sheriff of the High Court, Kuils River, and at the offices of Balsillies Incorporated.

Dated at Cape Town on this 25th day of June 2003.

M Mynhardt-Wilson, Balsillies Incorporated, Judgment Creditor's Attorneys, 3rd Floor, Wale Street Chambers, 33 Church Street, Cape Town. [Tel. (021) 423-2120.] [Fax (021) 426-1580.] (Ref. MMw/vw/TV0887.)

Case No. 9275/02

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED (Reg. No. 62/000738/06), Judgment Creditor, and MAHENDRA MAKAN, 1st Judgment Debtor, and CHERON THORA MAKAN, 2nd Judgment Debtor

In execution of the Judgment of the above Honourable Court dated 10 June 2003, a sale in execution will be held on Wednesday, 13th August 2003 at 09h00 at the Sheriff's Offices, 16 Industrie Street, Kuils River, where the following property will be sold by the Sheriff of the High Court, Kuils River to the highest bidder:

Erf 206, Rustdal, in the Oostenberg Municipality, Stellenbosch Division, Province of the Western Cape, in extent 738 (seven hundred and thirty eight) square metres, held under Deed of Transfer No. T34101/99, also known as 13 Jakaranda Avenue, Blackheath.

No guarantee is given, but according to information, the property consists of a building consisting of 3 living rooms, 3 bedrooms, kitchen, 2 bathrooms and garage.

The conditions of sale may be inspected at the office of the Sheriff of the High Court, Kuils River and at the offices of Balsillies Incorporated.

Dated at Cape Town on this 25th day of June 2003.

M Mynhardt-Wilson, Balsillies Incorporated, Judgment Creditor's Attorneys, 3rd Floor, Wale Street Chambers, 33 Church Street, Cape Town. [Tel. (021) 423-2120.] [Fax (021) 426-1580.] (Ref. MMw/vw/TV0589.)

Case No. 31253/1999

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

In the matter between ABSA BANK LIMITED, Plaintiff, and JAN GERHARD CLOETE, Defendant

The following property will be sold in execution on 12 August 2003 at 09h00 at the Sheriff's Offices, 29 Northumberland Street, Bellville:

Section No. 21 as shown and more fully described on Sectional Plan No. SS463/1996, in the scheme known as Parc Durmonte, in respect of the land and building or buildings situate at Durbanville, in the City of Tygerberg of which section the floor area, according to the said sectional plan, is 28 (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. ST603/99, plus an exclusive use area described as Parking No. P30 measuring 14 (fourteen) square metres being as part of the common property, comprising the land in the scheme known as Parc Durmonte, situated at Durbanville, in the City of Tygerberg, Cape Division, as shown and more fully described on Sectional Plan No. SS463/1996, held under Notarial Deed of Cession No. SK66/99 and situated at Unit 21, Flat No. C3, Parc Durmonte, Durmont Street, Durbanville.

Improvements (not guaranteed): One bedroom, bathroom, lounge, kitchen and parking area.

The conditions of sale which will be read out by the Sheriff prior to the sale may be inspected at the offices of the Sheriff for Bellville, and stipulates that:

1. The property will be sold to the highest bidder.
2. A deposit of 10 (ten) per cent of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale and the balance together with interest at date of registration of transfer.

Dated at Cape Town on 4 July 2003.

Jan S. de Villiers, Attorneys for Plaintiff, 17th Floor, No. 1 Thibault Square, Cape Town. [Tel. (021) 405-5100.]

Case No. 2379/03

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between ABSA BANK LIMITED, Plaintiff, and ME CLAASEN, 1st Defendant, and F CLAASEN, 2nd Defendant

The following property will be sold in execution at the front entrance of the Kuils River Sheriff's Office, on the 8th of August 2003 at 0900, to the highest bidder:

Erf 2688, Blue Downs, situate in the Local Area of Lower Kuils River No. 1, Administrative District of Stellenbosch, Western Cape Province, in extent 324 (three hundred and twenty four) square metres, held under Deed of Transfer No. T47759/1990.

Street address: 34 Milkwood, Blue Downs, Eerste River.

1. The following improvements are reported, but not guaranteed: 2 bedrooms, lounge, kitchen, bathroom, brick house, tiled roof.

2. *Payment:* 10% of the purchase price must be paid in cash or bank guaranteed cheque at the time of the sale, and the balance (plus interest at 15,5% per annum calculated on the Plaintiff's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within fourteen (14) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff for Kuils River, Tel. (021) 948-8326.

Dated at Cape Town on this 26th day of June 2003.

H Ferreira, De Klerk & Van Gend, Plaintiff's Attorneys, ABSA Bank Building, 132 Adderley Street, Cape Town. (Ref. HF/cs/F347.)

Case No. 6847/03

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

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and CLAUDE EDWIN THORPE, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 9 June 2003, the undermentioned property will be sold in execution at the premises on 11 August 2003 at 11h00:

Erf 25987, Goodwood, situate in the City of Cape Town, Cape Division, Province Western Cape, measuring 298 square metres, and held by Deed of Transfer No. T1358/1984, comprising of brick building with tiled roof and consisting of lounge, kitchen, 3 x bedrooms, bathroom & toilet and garage, and known as 4 Blyde Crescent, Edgemead.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10 (ten) per cent thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 2nd day of July 2003.

T.O. Price, Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case No. 7468/2003

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

**In the matter between ABSA BANK LTD, Plaintiff, and Mr CASSIEM MATTHEWS,
Identity Number 3809165094088, Defendant**

In pursuance of judgment granted on 14-05-2003, in the Wynberg 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 August 2003 at 10:00 am, at Wynberg Magistrate Court, to the highest bidder:

Description: A unit consisting of:

(a) Section 23, as shown and more fully described on the Sectional Plan No. SS148/1993, in the scheme known as Harmony Centre, in respect of the land and building or buildings situate at Retreat, in the Municipality of Cape Town, of which the floor area, according to the said sectional plan, is 104 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 Unit 23, Harmony Centre, Retreat Road, Retreat.

Improvements: 2 bedrooms, lounge, kitchen, bathroom/toilet.

Held by the Defendant in his/her name under Deed of Transfer No. ST14573/94.

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

2. The purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Durbanville this 25 June 2003.

EC Jearey, Malan Laàs & Scholtz Inc, Plaintiff's Attorneys, M5 Place, 2A Hibiscus Rd, Durbanville, 7550; PO Box 606, Sanlamhof, 7532: [Tel. (021) 976-0966.] (Ref. ECJ/A0020/0615/SS.)

Case No. 22987/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELL'S PLAIN HELD AT MITCHELL'S PLAIN

In the matter between CASHBANK LTD, Judgment Creditor, and Mr ZD CAMAGU, Judgement Debtor

In pursuance of a judgment granted on the 6 March 2001 in the Mitchell's Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on the 19th day of August 2003 at 1st Avenue, Eastridge, Mitchell's Plain, at 10h00, to the highest bidder:

Description: Erf 27744, Khayelitsha, extent 173 (one hundred and seventy three) square metres.

Property address: 44 Mpangele Street, Llitha Park, Khayelitsha.

Improvements: Property type: Detached. *Main building improvements:* Lounge, kitchen, bath & toilet, 2 bedrooms. *Floors:* Carpets, BIC, kitchen-basic, concrete blocks, held by the Defendant in his name under Deed of Transfer No. T36204/1999.

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 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 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 Mitchell's Plain Magistrate's Court.

Dated at Cape Town this 8th day of July 2003.

De Beers Attorneys, Plaintiff's Attorneys, Second Floor, Rhodes Building, 150 St. George's Hall, Cape Town (H de Beer/HDB 399.) C/o Janse van Rensburg Attorneys, Office Suite 1, Westgate Mall, cnr Vanguard- & Morgenster Roads, Mitchell's Plain.

Case No. 4633/02

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELL'S PLAIN HELD AT MITCHELL'S PLAIN

In the matter between CASHBANK LTD, Judgment Creditor, and Mr MM JALI, Judgment Debtor

In pursuance of a judgment granted on the 5 May 2003 in the Mitchell's Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on the 19th day of August 2003 at 1st Avenue, Eastridge, Mitchell's Plain, at 10h00, to the highest bidder:

Description: Erf 28613, Khayelitsha, extent 171 (one hundred and seventy one) square metres.

Property address: 28 Bhoibhoyi Street, Llitha Park, Khayelitsha.

Improvements: Property type: Semi. *Main building improvements:* Lounge, kitchen, bath & toilet, 2 bedrooms, single garage. *Floors:* Vinyl, tiles, BIC, kitchen-basic, bricks, plastered, held by the Defendant in his name under Deed of Transfer No. T30970/2000.

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 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 Mitchell's Plain Magistrate's Court.

Dated at Cape Town this 8th day of July 2003.

De Beers Attorneys, Plaintiff's Attorneys, Second Floor, Rhodes Building, 150 St. George's Hall, Cape Town (H de Beer/HDB 649.) C/o Janse van Rensburg Attorneys, Office Suite 1, Westgate Mall, cnr Vanguard- & Morgenster Roads, Mitchell's Plain.

Case No. 7354/02

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between ABSA BANK LIMITED, Plaintiff, and FREDERICK ABRAHAM WEHR, First Defendant, and RITA WEHR, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 22 August 2003 at 09h00 Sheriff's Office, 16 Industrie Road, Kuils River, to the highest bidder:

Erf 5978, Blue Downs, Cape, 317 square metres, held by Deed of Transfer T3586/93, situate at 18 Angela Crescent, Brentwood Park, Eerste River.

Property description: Brick dwelling under tile roof consisting of 3 bedrooms, bathroom, open plan lounge / kitchen.

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

2. A deposit of ten per cent of the purchase price shall be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale.

3. The balance (plus interest at the current rate of 15,00% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

5. The full conditions of sale which will be read out by the Auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

Dated at Cape Town on this 7 July 2003.

C & A Friedlander, Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref. C L Silverwood/Z04415.)

Saak No. 1269/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Provinsiale Afdeling Kaap Die Goeie Hoop)

In die saak tussen ABSA BANK BEPERK, Eiser, en MOGAMAT NATHEEM SALIE, N.O., Verweerder

Kragtens 'n uitspraak van bomelde Agbare Hof en Lasbrief tot Eksekusie, sal ondervermelde onroerende eiendom deur die Balju van die Hooggeregshof vir die Distrik van George, per Openbare Veiling te koop aangebied word op Donderdag, 21 Augustus 2003 om 11h00 te die perseel, Memoriumstraat 5, George:

Die onroerende eiendom verkoop te word, word soos volg omskryf: Sekere Erf 6951, George, 856 vierkante meter groot en geleë te Memoriumstraat 5, George.

Verbeterings (nie gewaarborg nie): Gebou met sinkdak, bestaande uit 3 kantore, ontvangsarea, kombuis, badkamer met toilet, stoor.

Veilingsvoorwaardes:

1. Een-tiende (1/10) van die koopprys in kontant is betaalbaar onmiddellik nadat die eiendom as verkoop verklaar is en die balans tesame met rente is betaalbaar teen registrasie van oordrag.

2. Die verkoping is onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju van die Hooggeregshof, George.

Geteken te Bellville op die 27ste dag van Junie 2003.

L. Sandenbergh, vir Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville. (Verw. M. Britz-9199570.)

Saak No. 7221/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen ABSA BANK BEPERK, Eiser, en MOGAMAT SIDDICK SMALL, 1ste Verweerder, en GALIMA SMALL, 2de Verweerder

Die volgende onroerende eiendom word per openbare veiling verkoop op Dinsdag, 19 Augustus 2003 om 12h00 te Mulberryweg 2, Mitchells Plain:

Erf 4247, Mitchells Plain, 176 vierkante meter groot en geleë te Zambesieweg 110, Portlands, Mitchells Plain.

Verbeterings (nie gewaarborg nie): Sitkamer, kombuis, 3 slaapkamers, 1 met en-suite, badkamer/toilet, enkelmotorhuis, diewering, baksteenomheining.

Die veilingvoorwaardes wat van toepassing is sal voor die veiling uitgelees word en is ter insae by die Balju, Mitchells Plain-Suid, en bepaal onder andere dat—

1. die verkoping voetstoots is aan die hoogste bieder;

1. Een-tiende (1/10) 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 2 Julie 2003.

Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville. (Verw. M. Britz-9199570.)

Saak No. 183/2003

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Provinsiale Afdeling Kaap Die Goeie Hoop)

In die saak tussen ABSA BANK BEPERK, Eiser, en REGINALD CHARLES SIMON, N.O., in sy hoedanigheid as Eksekuteur van boedel wyle S. M. SIMON, 1ste Verweerder, en CHARLES HENDRY SIMON, 2de Verweerder

Kragtens 'n uitspraak van bomelde Agbare Hof en Lasbrief tot Eksekusie, sal ondervermelde onroerende eiendom deur die Balju van die Hooggeregshof vir die Distrik van Simonstad, per Openbare Veiling te koop aangebied word op Woensdag, 20 Augustus 2003 om 12h00 te die perseel, Arrieslaan 10, Ocean View, Vishoek:

Die onroerende eiendom verkoop te word, word soos volg omskryf: Sekere Erf 82, Ocean View, 556 vierkante meter groot en geleë te Arrieslaan 10, Ocean View.

Veilingsvoorwaardes:

1. Een-tiende (1/10) van die koopprys in kontant is betaalbaar onmiddellik nadat die eiendom as verkoop verklaar is en die balans tesame met rente is betaalbaar teen registrasie van oordrag.

2. Die verkoping is onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju van die Hooggeregshof, Simonstad.

Geteken te Bellville op die 1ste dag van Julie 2003.

L. Sandenbergh, vir Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville. (Verw. M. Britz-9199570.)

Saak No. 34624/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen ABSA BANK BEPERK, Eiser, en VANESSA JURINA ZIEGLER, 1ste Verweerder, en
WERNER ZIEGLER, 2de Verweerder**

In die gemelde saak sal 'n veiling gehou word op 12 Augustus 2003 om 12h00 te Middleweg 45, Oakdale, Bellville:

Erf 5554, Bellville, in die Stad Kaapstad, Tygerberg Administrasie, Divisie Kaap, Provinsie van die Wes-Kaap, groot 1 158 vierkante meter, gehou deur die Verweerders kragtens Transportakte No. T119976/97.

1. *Verbeterings* (nie gewaarborg nie): 'n Woonhuis bestaande uit 1 kombuis, 1 sitkamer, 1 eetkamer, 1 ontspanningskamer, 4 slaapkamers, 2 badkamers, 3 toilette, 1 swembad, enkelmotorhuis tesame met Woonstel bestaande uit 1 slaapkamer, 1 kombuis en 1 badkamer/toilet.

2. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, en in die kantoor van die ondergetekende en bepaal onder andere dat:

2.1 Die verkoping voetstoots is aan die hoogste bieder; en

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 7 Julie 2003.

T. R. de Wet, vir Marais Muller Ing., Prokureur vir die Vonniskskuldeiser, 19de Vloer; Cartwrights Corner, Adderleystraat, Kaapstad. [Tel. (021) 462-3420:] [Faks (021) 465-2736.] (Verw. M. A. Small/edlg/Z12734.)

Saak No. 61/03

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen ABSA BANK BEPERK, Eiser, en M. STRYDOM, Verweerder

Die volgende vaste eiendom word per openbare veiling verkoop op Maandag, 18 Augustus 2003 om 11h00 by perseel:

Cameliasingel 6, Vredenberg, Bellville; Erf 16732, Bellville, gehou kragtens Transportakte TT21650/2002, 660 (seshonderd en sestig) vierkante meter groot en geleë te Cameliasingel 6, Vredenberg, Bellville.

Verbeterings (nie gewaarborg nie): 4 slaapkamers, sitkamer, eetkamer, kombuis, 2 badkamers, dubbel motorhuis.

Die veilingsvoorwaardes wat van toepassing is, sal voor die veiling uitgelees word en is ter insae by die Balju van bogemelde Hof en bepaal onder andere dat:

1. Die verkoping voetstoots is aan die hoogste bieder; en

2. een-tiende van die koopprys in kontant betaalbaar is onmiddellik dat die eiendom as verkoop verklaar is en dat die balans tesame met rente teen registrasie van oordrag betaal moet word.

Gedagteken te Goodwood op hierdie 1 Julie 2003.

A. van Rhyn, vir Steyn & Van Rhyn Ingelyf, Voortrekkerweg 45, Goodwood. [Tel. (021) 591-3241.] [Faks (021) 591-9335.] (Email: svrlaw@iafrica.com.) (Verw. A. van Rhyn/TVM/A01313.)

Case No. 9039/02

**IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**

In the matter between PEOPLES BANK LIMITED, Plaintiff, and IVOR DAVID MICHAELS, married in cop to ESTELLE MICHAELS, 1st Defendant, and ESTELLE MICHAELS, married in cop to IVOR DAVID MICHAELS, 2nd 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 the Kuils River Sheriff's Office, at 09.00 am on the 20th day of August 2003, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff of the High Court:

Erf 3530, Eerste River, in extent 302 square metres, held under Deed of Transfer T4894/97 and situated at 17 Fiddlewood Road, Eerste River.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: 2 bedrooms, lounge, kitchen, bathroom & toilet, tiled roof.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Matz Watermeyer, Plaintiff's Attorneys, 5th Floor, Fedsure Terrace, Protea Road, Claremont; PO Box 23304, Claremont, 7735; Docex 1, Claremont. (Tel. 674-3175.) (Fax 674-4694.) (Ref. M. T. Schäfer/ts/Z07167.)

Case No. 32452/2002

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

In the matter between TOBIAS JOHN LOUW (in his capacity as Curator of SAAMBOU BANK LIMITED) (Under Curatorship), Plaintiff, and IGSHAAN DANIELS, 1st Defendant, and NATASHA DANIELS, 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 Mitchell's Plain South, on Thursday, 14th of August 2003 at 12h00 of the undermentioned properties of the Defendant subject to the conditions of sale which are available for inspection at the office of the Sheriff, Mitchells Plain South, 2 Mulberry Way, off Church Way, Strandfontein, Tel. 021 393 53171:

Erf 401, Mitchells Plain, situate in Central Division Cape Substructure, Province of Western Cape, measuring 151 square metres, held under Deed of Transfer T87478/1995, situate at 81 La Province Road, Westridge, Mitchells Plain.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A dwelling consisting *inter alia* of a facebrick building, tiled roof, fully vibre-crete fence, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom & toilet.

Dated at Pretoria on this the 2nd day of July 2003.

D Frances, Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. Frances/AH/SA0055.)

Case No. 3846/2003

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELL'S PLAIN HELD AT MITCHELL'S PLAIN

In the matter between PEOPLES BANK LIMITED, Judgment Creditor, and SITHATHU TSHIWULA, 1st Judgement Debtor, and TEMBISA MARGARET TSHIWULA, 2nd Judgement Debtor

The undermentioned property will be sold in execution on Thursday, 21 August 2003 at 10h00 at the Mitchell's Plain Magistrate's Court:

Erf 23892, Khayelitsha, situated in the City of Cape Town, Division Cape, Western Cape Province, in extent 113 square metres, held by Deed of Transfer No. TL67300/1989, also known as 64 Moses Kotane Crescent, Village 3, Mandela Park.

Dwelling consists of facebrick building, tiled roof, fully vibre-crete fencing, burglar bars, 2 x bedrooms, cement / carpet floors, open plan kitchen, lounge, bathroom and 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 Sheriff of the Court for Khayelitsha, and will be read out by the Auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [KG Kemp Tel. (021) 945 3646.] (KG Kemp/ab/F10.)

Case No. 42941/01

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

In the matter between CHAS BINA BODY CORPORATE, Plaintiff, and RUDOLF BRITZ, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Sheriff's Office, 29 Northumberland Road, Bellville, Western Cape, on the 12th day of August 2003 at 9h00:

A unit consisting of:

(a) Section Number 11 as shown and more fully described on Sectional Plan No. SS250/1992 in the scheme known as Chas Bina Hof in respect of the land and building or buildings situate at Alexander Street, Parow, Western Cape, in the area of the City of Cape Town, Cape Division, Western Cape Province, of which section the floor area, according to the said sectional plan is 40 (forty) square metres in extent;

(b) 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. ST5545/2001, also known as Flat 11, Chas Bina Court, Alexander Street, Parow, Western Cape.

1. The following improvements are reported, but not guaranteed: Bachelor flat, lounge, kitchen, bathroom plus toilet together.

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 Bellville on this 3rd day of July 2003.

Morné Lombard, Balsillies Incorporated, Judgment Creditor's Attorney, Unit 13, Canal Edge One, Tyger Waterfront, Carl Cronje Drive, Bellville. (Tel. +27 21 914 8233 / +27 21 914 8266.) (Docex 151, Cape Town.) (File No. CX0181.)

Case No.: 16465/00

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

In the matter between: JOHEIN-MEIRING BODY CORPORATE, Plaintiff, and JACQUES STASSEN, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the premises, being Flat 21, Johein Court, Paarl Street, Vrijzee, Goodwood, Western Cape on the 12th day of August 2003 at 12h00:

A unit consisting of:

a) Section Number 21 as shown and more fully described on Sectional Plan No. SS285/1991 in the scheme known as Johein-Meiring in respect of the land and building or buildings situate at Paarl Street, Vrijzee, Goodwood, in the area of the City of Cape Town, Cape Division, Western Cape Province, of which section the floor area, according to the said Section Plan is 63 (Sixty Three) square metres in extent;

b) 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. ST19635/1995, also known as Flat 21, Johein-Meiring Court, Paarl Street, Vrijzee, Goodwood, Western Cape.

1. The following improvements are reported, but not guaranteed: Asbestos roof, brick walls, 1 lounge, 1 kitchen, 1 bedroom, 1 bathroom.

2. *Payment:* 10% of the purchase price must be paid in cash or by Deposit-Taking Institution guarantee 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 Bellville on this 1st day of July 2003.

(Signd) Morné Lombard, Judgment Creditor's Attorney, Balsillies Incorporated, Unit 13, Canal Edge One, Tyger Waterfront, Carl Cronje Drive, Bellville. Tel: +27 21 914 8233. Tel: +27 21 914 8266. Docex: 151 Cape Town. File No: CX0068.

**Case No. 1462/03
Box 127**

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

**In the matter between: ABSA BANK LIMITED, Plaintiff, and GEORGE TYANDELA, First Defendant,
LENETTE NTOMBOMZI TYANDELA, Second Defendant**

In pursuance of a Judgment of the High Court and Writ of Execution dated 10 June 2003, the property listed hereunder, and commonly known as Erf 18687, Khayelitsha aka 53 Lavuyo Street, Bongweni, Khayelitsha, Western Cape Province, will be sold in Execution in front of the Courthouse for the District of Mitchells Plain on Tuesday, 19 August 2003 at 10h00, to the highest bidder:

Erf 18687, Khayelitsha, in the City of Cape Town (Tygerberg Administration), Cape Division, Western Cape Province.

Extent: 318 (three hundred and eighteen) square metres, held under Deed of Transfer No. T68911/89.

The following improvements are reported to be on the property, but nothing is guaranteed: *Dwelling:* Lounge, Diningroom, Three Bedrooms, Kitchen, Bathroom, Toilet.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Khayelitsha. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 3 July 2003.

Cliffe Dekker Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. Ref: IB/C Smith/N82314.

Saaknr.: 18227/02

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GOODWOOD GEHOU TE GOODWOOD

In die saak tussen: PEOPLES BANK BEPERK, Eiser, en SHAFIEK ABRAHAMS, Verweerder

Ter uitvoering van 'n vonnis verkry in die Landdroshof Goodwood gedateer 22 Januarie 2003 en 'n Lasbrief vir Eksekusie sal die hiernabeskrewe vaste eiendom op Dinsdag, 19 Augustus 2003 om 10h00 by die Landdroskantoor, Voortrekkerweg, Goodwood, per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe:

Erf 141083, Kaapstad te Bonteheuwel, geleë in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap.

Groot: 302 vierkante meter, gehou kragtens Transportakte Nr. T10008/2002.

Liggingsadres: Alsweg 43, Bonteheuwel.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshowe en Reëls asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprijs tesame met rente daarop teen 24,2% p.j. of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van die verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping vir vonnisskuldeiser voorsien van 'n bank- of bouverenigingswaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word welke verdere voorwaardes ter insae lê by die kantore van die Balju Goodwood en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbetering is die volgende: Woonhuis met asbesdak, baksteenmure, sitkamer, kombuis, 3 slaapkamers, 1 badkamer.

Gedateer te Durbanville hierdie 8ste dag van Julie 2003.

Smit Kruger Ingelyf (Verw: ADK/CC/B02438), Wellingtonweg 32, Posbus 33, Durbanville, 7550.

Saak Nr. 4998/03

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen PEOPLES BANK BEPERK, Eiser, en MARTHINUS JOSLYN WILLIAMS, Eerste Verweerder, en MAGGIE MONICA WILLIAMS, Tweede Verweerder

Ter uitvoering van 'n vonnis verkry in die Landdroshof Kuilsrivier gedateer 21 Mei 2003 en 'n lasbrief vir eksekusie sal die hiernabeskrewe vaste eiendom op Woensdag, 20 Augustus 2003 om 09h00 by die Baljukantore, Industriestraat 16, Kuilsrivier per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe.

Erf 15245, Kuilsrivier, geleë in die Stad Kaapstad, Afdeling Stellenbosch, Provinsie Wes-kaap, groot 234 vierkante meter, gehou kragtens Transportakte Nr. T7428/2001.

Liggingsadres: Muirweg 28, Highbury Park.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshowe en Reëls asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprijs tesame met rente daarop teen 24,2% p.j. of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van die verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping vir vonnisskuldeiser voorsien van 'n bank- of bouverenigingswaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word welke verdere voorwaardes ter insae lê by die kantore van die Balju, Kuilsrivier en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbetering is die volgende: Enkelverdieping baksteengebou met teëldak, 2 slaapkamers, badkamer, sitkamer, kombuis.

Gedateer te Durbanville hierdie 8ste dag van Julie 2003.

Smit Kruger Ingelyf, Wellingtonweg 32, Posbus 33, Durbanville, 7550. (Verw. ADK/CC/B02650.)

Case No. 1838/03

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between NEDBANK LIMITED, Plaintiff, and TUDOR-ROSE DANIELLE McKECHNIE, 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 13A Archers Green, Summer Greens at 10:30 am on the 12th day of August 2003 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff of the High Court.

Erf 3475, Montague Gardens, in extent 175 square metres, held under Deed of Transfer T79120/01 and situate at 13A Archers Green, Summer Greens.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: 2 bedrooms, bathroom, kitchen, living room.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Matz Watermeyer, Plaintiff's Attorneys, 5th Floor, Fedsure Terrace, Protea Road, Claremont, PO Box 23304, Claremont, 7735. Docex 1, Claremont. Tel. 674-3175. Fax 674-4694. Ref. M T Schäfer/ts/Z07310.

SALE IN EXECUTION

NEDCOR BANK LIMITED versus J A SCHERMAN & J E BASSON

KUILS RIVER, Case No. 17796/01

The property: Erf 10369, Kraaifontein, in extent 447 square metres, situate at 44 Kerk Street, Kraaifontein.

Improvements (not guaranteed): Brick house, asbestos roof, single garage, under roof braai, 3 bedrooms, lounge, dining room, kitchen, 2 bathrooms.

Date of sale: 13th August 2003 at 12:00 pm.

Place of sale: 44 Kerk Street, Kraaifontein.

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, Kuils River.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

SALE IN EXECUTION

NEDCOR BANK LIMITED versus M T & F BARDIEN

KUILS RIVER, Case No. 14253/98

The property: Erf 5950, Brackenfell, in extent 358 square metres, situate at 1 Greymead Avenue, Northpine, Brackenfell.

Improvements (not guaranteed): Tiled roof, brick walls, lounge, dining room, kitchen, 4 bedrooms, 2 bathrooms with toilets, 1 en-suite, single garage.

Date of sale: 13th August 2003 at 09:00 am.

Place of sale: Kuils River Sheriff's Office.

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, Kuils River.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

SALE IN EXECUTION**NEDCOR BANK LIMITED versus M B & C T MEHLOMAKULU****WYNBERG, Case No. 49691/91**

The property: Erf 1282, Khayelitsha, in extent 162 square metres, situate at E635 Tunle Street, Khayelitsha.

Improvements (not guaranteed): Brick building, asbestos roof, partly vibre-crete fencing, burglar bars, shack outside bedroom, cement floors, lounge, bathroom/toilet.

Date of sale: 14th August 2003 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, Khayelitsha.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

SALE IN EXECUTION**NEDCOR BANK LIMITED versus D D & M R FRANCE****WYNBERG, Case No. 35357/99**

The property: Erf 5967, Grassy Park, in extent 607 square metres, situate at 69 Blesbok Avenue, Lotus River.

Improvements (not guaranteed): Flat roof, brick walls, 2 bedrooms, lounge, kitchen, bathroom/toilet.

Date of sale: 15th August 2003 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 (South).

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Saaknr. 1594/03

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE**Eiser: ABSA BANK BEPERK, en Verweerders: JOHANN STASSEN & MARIA MARGHARETHA JACOBA STASSEN**

Ingevolge 'n vonnis van die Landdroshof te Bellville gedateer 11 Maart 2003 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Van Eyssenstraat 23, Parow, per publieke veiling te koop aangebied op 19 Augustus 2003 om 11h00.

Erf 7513, Parow, Afdeling Kaap, groot 498 vierkante meter, ook bekend as Van Eyssenstraat 23, Parow, gehou kragtens Transportakte Nr. T27728/1977.

Voorwaardes:

1. Die eiendom sal deur die Afslaer en/of Balju Landdroshof van Bellville verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.
2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.
3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se Prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaer binne sewe (7) dae na die datum van verkoping verstrek word.
3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die Koper aanspreeklik wees vir betaling van rente teen 17,00% per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.
4. Die Koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die Prokureur van die Vonniskskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Bellville, en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 14 Julie 2003.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. Verw.: Mev. Swart/AS328.

Saaknr. 4629/03

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVER

Eiser: ABSA BANK BEPERK, en Verweerders: MOEGAMMAD NOOR ALEXANDER & HELENE AGNES ALEXANDER

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 14 Mei 2003 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Baljukantoor, Industriestraat 16, Kuilsrivier, per publieke veiling te koop aangebied op 18 Augustus 2003 om 09h00.

Erf 406, Eersterivier, Afdeling Stellenbosch, groot 496 vierkante meter, ook bekend as Applemiststraat 37, Eersterivier, gehou kragtens Transportakte Nr T91152/2001

Voorwaardes:

1. Die eiendom sal deur die Afslaer en/of Balju Landdroshof van Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se Prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die Koper aanspreeklik wees vir betaling van rente teen 17,30% per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die Koper moet afslagersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die Prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 14 Julie 2003.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. Verw.: Mev. Swart/AA337.

Saaknr. 33554/02

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen: ABSA BANK BEPERK, Eiser, en PAUL NAIDOO, Eerste Verweerder, en JULIA NAIDOO, Tweede Verweerders

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 5 Februarie 2003 sal die hiernabeskrewe onroerende eiendom in eksekusie verkoop word op Vrydag, 22 Augustus 2003 om 10h00, voor die Landdroskantoor, Kerkstraat, Wynberg, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word.

(a) Deel No. 14, soos aangetoon en volledig beskryf op Deelplan No. SS73/1989, in die skema bekend as Radiant Mansions, ten opsigte van die grond en gebou of geboue geleë te Grassy Park, in die Stad Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap, van welke deel die vloeroppervlakte, volgens voormelde deelplan 53 vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, geleë te Radiant Mansions 14, Vyfde Laan, Grassy Park, gehou kragtens Transportakte Nr. ST15048/1992.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonstel met baksteenmure, twee slaapkamers, sitkamer, kombuis en badkamer/toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Mnr. A. H. Camroodien, Electricweg 7, Wynberg. [Tel. (021) 761-2820.]

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslalers- 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 Balju, Mnr. A. H. Camroodien, Electricweg 7, Wynberg [Tel. (021) 761-2820].

Datum: 23 Junie 2003.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw.: JF/CVS/A1004.)

Saaknr. 6059/03

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: ABSA BANK BEPERK, Eiser, en CHARLTON FORTUIN, Eerste Verweerder, en YOLANDE MARGARET FORTUIN, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 15 April 2003 sal die hiernabeskrewe onroerende eiendom in eksekusie verkoop word op Donderdag, 21 Augustus 2003 om 09h00, voor die Baljukantoor, Northumberlandstraat 29, Bellville, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word.

(a) Deel No. 16, soos aangetoon en volledig beskryf op Deelplan No. SS391/1995, in die skema bekend as Wesbeth, ten opsigte van die grond en gebou of geboue geleë te Parow, in die Stad Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap, van welke deel die vloeroppervlakte, volgens voormelde deelplan 77 vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, geleë te Wesbeth Hof 16, Taylorstraat, Parowvallei, gehou kragtens Transportakte Nr. ST 1355/96.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonstel met twee slaapkamers, sitkamer, kombuis en badkamer/toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. I. J. Hugo, Northumberlandstraat 29, Bellville. [Tel. (021) 948-8326].

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 15,5% 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 Prokureurs en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, mnr. I. J. Hugo, Northumberlandstraat 29, Bellville. [Tel. (021) 948-8326].

Datum: 20 Junie 2003.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw.: JF/CSV/A1014.)

Saaknr. 783/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen: ABSA BANK BEPERK, Eiser, en LOUIS KARL EDWARD MANUEL, Eerste Verweerder, VIONA DELICIA MANUEL, Tweede Verweerder, en N MANUEL, Derde Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 22 Februarie 1999 sal die hiernabeskrewe onroerende eiendom in eksekusie verkoop word op Woensdag, 20 Augustus 2003 om 09h00, voor die Baljukantoor, Industriestraat 16, Kuilsrivier, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word.

Erf 1441, Gaylee, in die Stad Kaapstad, Afdeling Stellenbosch, Provinsie van die Wes-Kaap, geleë te Matroosbergsingel 27, Greenfields, Blackheath, groot 312 vierkante meter, gehou kragtens Transportakte Nr. T63005/94.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met 'n teëldak, twee slaapkamers, sitkamer, kombuis en badkamer/toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. I. J. Hugo, Northumberlandstraat 29, Bellville. [Tel. (021) 948-8326].

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 15,5% 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 Prokureurs en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, mnr. I. J. Hugo, Northumberlandstraat 29, Bellville. [Tel. (021) 948-8326].

Datum: 20 Junie 2003.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw.: JF/CSV/A664.)

Case No.: 9506/02

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between: CASHBANK LTD, Judgment Creditor, and Mr TC MNQAYI, Judgment Debtor

In pursuance of a judgment granted on the 2 December 2002 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 the 19th day of August 2003 at 1st Avenue, Eastridge, Mitchells Plain at 10h00, to the highest bidder:

Description: Erf 28770, Khayelitsha, extent 249 (one hundred and sixty six) square metres.

Property address: 22 Ntlazana Street, Ilitha Park, Khayelitsha.

Improvements: Property type: Detached.

Main building improvements: Lounge, kitchen, bath & toilet, 2 bedrooms. *Floors:* Carpets, novilon. BIC, kitchen-Basic, concrete blocks.

Held by the Defendant in his name under Deed of Transfer No. T74228/2000.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The Purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.
3. The Purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
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 Mitchells Plain Magistrate's Court.

Dated at Cape Town this 7th day of July 2003.

De Beers Attorneys, Plaintiff's Attorneys, Second Floor, Rhodes Building, 150 St. George's Mall, Cape Town; c/o Janse van Rensburg Attorneys, Office Suite 1, Westgate Mall, cnr. Vanguard & Morgenster Roads, Mitchells Plain. (Ref.: H. de Beer/HDB 517.)

Case No. 2051/02

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between CASHBANK LTD, Judgment Creditor, and Mr T. P. BULUNGWA, First Judgment Debtor, and Mrs Z. G. BULUNGWA, Second Judgment Debtor

In pursuance of a judgment granted on the 25 November 2002, 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 the 29th day of August 2003 at 1st Avenue, Eastridge, Mitchells Plain, at 10h00, to the highest bidder:

Description: Erf 29309, Khayelitsha, extent 166 (one hundred and sixty six) square metres.

Property address: 9 Nomvecu Street, Ilitha Park, Khayelitsha.

Improvements: Property type: Detached. Main building improvements: Lounge, kitchen, bath & toilet, 3 bedrooms. Floor: Carpets, Novilon, BIC, kitchen-basic, concrete blocks, held by the Defendant in his name under Deed of Transfer No. T102387/98.

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 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 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 Mitchells Plain Magistrate's Court.

Dated at Cape Town this 7th day of July 2003.

H. de Beer, for De Beers Attorneys, Plaintiff's Attorneys, Second Floor, Rhodes Building, 150 St George's Mall, Cape Town. (Ref. H. de Beer/HDB 269.) C/o Janse van Rensburg Attorneys, Office Suite 1, Westgate Mall, cnr Vanguard & Morgenster Roads, Mitchells Plain.

Case No. 8152/02

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between CASHBANK LTD, Judgment Creditor, and Miss S. R. MANUEL, Judgment Debtor

In pursuance of a judgment granted on the 15 October 2002, in the Kuilsrivier Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on the 20th day of August 2003 at 16 Industrie Street, Kuilsrivier, at 09h00, to the highest bidder:

Description: Erf 2615, Kleinvlei, extent 461 (four hundred and sixty one) square metres.

Property address: 10 Muller Street, Kleinvlei, Eerste Rivier

Improvements: Property type: Detached. Main building improvements: Lounge, kitchen, bathroom, 3 bedrooms, toilet. Floor: Carpets, Novilon, BIC, kitchen—basic, concrete blocks, held by the Defendant in his name under Deed of Transfer No. T19345/2000.

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 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 Mitchells Plain Magistrate's Court.

Dated at Cape Town this 4th day of July 2003.

H. de Beer, for De Beers Attorneys, Plaintiff's Attorneys, Second Floor, Rhodes Building, 150 St George's Mall, Cape Town. (Ref. H. de Beer/HDB 509.) C/o Hickman Van Eeden Phillips, 96 Van Riebeeck Road, Kuilsrivier.

Case No. 29530/01

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

**In the matter between ABSA BANK LIMITED, HEERENGRACHT, Plaintiff, and
RICHARD GARY MASON, First Defendant**

The following property will be sold in execution at the Sheriff's Offices situated at 44 Barrack Street, Cape Town, on the 12 August 2003 at 09h30, to the highest bidder:

Section No. 6, on Sectional Plan No. SS195/192, Springfield Terrace, measuring sixty six square metres, situated at Flat No. H6, Springfield Terrace, Springfield Road, Woodstock, 8001, held by Title Deed ST22106/97.

Property description: A top floor flat under a corrugated iron roof comprising of 2 bedrooms, 1 bathroom/toilet and open plan kitchen/lounge.

1. *Payment:* A deposit of ten per centum of the purchase price must be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the Sale and the balance (plus interest at the current rate of 14,50% per annum calculated on the Judgment Creditor's claim from the date of Sale to the date of transfer) or such interest rate that the bank may decide upon from time to time, 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.

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 office of the Sheriff, Cape Town.

Abrahams & Gross Inc, Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel. No. 418-2020.) (Ref. COL/BBS/Z05558.)

Saak No. 29404/01

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen ABSA BANK BEPERK, Eiser, en LYNETTE CHRISTA ROBARTS, 1ste Verweerder, en
GALILEO PETER ROBARTS, 2de Verweerder**

Die volgende vaste eiendom word per openbare veiling verkoop op Donderdag, 14 Augustus 2003 om 12h00 by the perseel:

Gedeelte van Erf 6521, Parow, gehou kragtens Transportakte T13568/97, 520 vierkante meter groot en geleë te Sarel Cilliersstraat 55, Glen Riley, Parow.

Verbeterings (nie gewaarborg nie): Sitkamer, kombuis, 3 slaapkamers, toilet en badkamer.

Die veilingsvoorwaardes wat van toepassing is sal voor die veiling uitgelees word en is ter insae by die Balju van bogemelde Hof en bepaal onder andere dat—

1. die verkoping voetstoots is aan die hoogste bieder; en

2. een-tiende van die koopprijs in kontant betaalbaar is onmiddellik nadat die eiendom as verkoop verklaar is en dat die balans tesame met rente teen registrasie van oordrag betaal moet word.

Gedagteken te Goodwood op hierdie 24ste dag van Junie 2003.

A. van Rhyn, vir Steyn & Van Rhyn Ingelyf, Voortrekkerweg 45, Goodwood. [Tel. (021) 591-3241.] [Faks (021) 591-9335.] (Email: svrlaw@iafrica.com.) (Verw. A. van Rhyn/TVM/A01208.)

Case No. 27444/2002

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

**In the matter between DON RESA COURT BODY CORPORATE, Judgment Creditor, and
Mr L. MKANGELWA, Judgment Debtor**

The undermentioned property will be sold in execution by public auction at 5 Don Resa Court, 251 Lansdowne Road, Claremont, on 13 August 2003 at 12h00 noon, to the highest bidder, namely:

1. A unit consisting of—

1.1 Section No. 5, as shown and more fully described on Sectional Plan No. SS135/1984, in the scheme known as Don Resa Court, in respect of the land and building or buildings situated at Claremont, in the City of Cape Town, of which Section the floor area, according to the said Sectional Plan is 71 (seventy one) square metres in extent; and

1.2 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. ST9268/2000.

Physical address: 5 Don Resa, Lansdowne Road, Claremont.

1. *Conditions of sale:* The following information is furnished, but not guaranteed, namely: Sectional title, 2 bedrooms, lounge, kitchen, bathroom.

2. *Payment:* Ten per centum (10%) of the Purchase Price in cash or by means of a Bank or Financial Institution 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 financial institution guarantee within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Rondebosch this 23rd day of June 2003.

L. Wiener & Associates, Attorney, 33 First Floor, Porter House, Belmont Road, Rondebosch. (Ref. LW/jg/G0205.)

Case No. 2050/02

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between CASHBANK LTD, Judgment Creditor, and Mr I. T. MAKHETHA, Judgment Debtor

In pursuance of a judgment granted on the 15 January 2003 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 the 19th day of August 2003 at 10h00 at 1st Avenue, Eastridge, Mitchells Plain, to the highest bidder:

Description: Erf 29484, Khayelitsha, extent 183 (one hundred and eighty three) square metres.

Property address: 13 Noqandula Street, Ilitha Park, Khayelitsha.

Improvements: Property type: Detached. Main building improvements: Lounge, bath & toilet, 2 bedrooms. Floors: Carpets, Novilon, BIC, kitchen, walling, concrete block walls, held by the Defendant in his name under Deed of Transfer No. T100028/98.

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

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 Mitchells Plain Magistrate's Court.

Dated at Cape Town this 7th day of July 2003.

H. de Beer, for De Beers Attorneys, Plaintiff's Attorneys, Second Floor, Rhodes Building, 150 St George's Mall, Cape Town. (Ref. H. de Beer/HDB 270.) C/o Janse van Rensburg Attorney, Office Suite 1, Westgate Mall, cnr. Vanguard & Morgenster Roads, Mitchells Plain.

Case No. 17482/02

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between PEOPLES BANK LIMITED, Plaintiff, and WOLFRED DUNCAN WITBOOI, Defendant

In the above matter, a sale will be held at Kuils River Sheriff's Office, 16 Industria Road, Kuils River, on Wednesday, 13 August 2003 at 09h00, being:

Erf 1215, Scottsdene, situate in the City of Cape Town, Cape Division, Western Cape Province, measuring 315 square metres, also known as 10 Disa Crescent, Kraaifontein.

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 17,20% 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, lounge, kitchen, bathroom and 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, cnr. Willie van Schoor & Old Oak Roads, Bellville. (Phone: 914-5660.) (Refer: PEO1/0014/H Crous/la.)

Case No. 9565/2002

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between EDWIN JOEL LOUW N.O., Plaintiff, and RODNEY STUART LANSDOWN, Defendant

In execution of judgment in this matter, a sale will be held on Wednesday, 13 August 2003 at 14h00, at 11 Gwalia Road, Kenilworth, of the following immovable property:

Erf 53930, Cape Town, at Claremont, in the City of Cape Town, Cape Division, Western Cape Province, in extent 631 square metres, held under Deed of Transfer No. T11532/81, situated at 11 Gwalia Road, Kenilworth.

1. This sale is voetstoots and subject to the conditions of the existing title deeds. The highest bidder shall be the purchasers. The price bid shall be exclusive of VAT and the purchasers shall pay VAT on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. The purchasers shall pay a deposit of 10% immediately on sale and the balance against transfer by a bank or bank guaranteed cheque and furnish a guarantee for such payment issued by the bank concerned within 14 days of sale by a bank or bank guaranteed cheque.

The full conditions of sale will be read out at the sale and may be inspected at the offices of the Sheriff of the Court, Wynberg North.

Herold Gie, Plaintiff's Attorneys, 8 Darling Street, Cape Town. (Ref. PALR/ad 244706.)

Case No. 7892/02

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between CASHBANK LTD, Judgment Creditor, and Mr LR MAJOLA, Judgment Debtor

In pursuance of a judgment granted on 25 August 2002 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 the 19th day of August 2003 at 10h00, at 1st Avenue, Eastridge, Mitchells Plain, to the highest bidder:

Description: Erf 2491, Mandalay, in extent 194 (one hundred and ninety four) square metres.

Property address: 3 Dahlia Street, Mandalay.

Improvements: Property type: Detached.

Main building improvements: Lounge, kitchen, bath & toilet, 2 bedrooms.

Floors: Carpets, novilon.

B/C, Kitchen-basic.

Concrete blocks.

Held by the Defendant in his name under Deed of Transfer No. T23959/2000.

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 Mitchells Plain Magistrate's Court.

Dated at Cape Town this 11th day of July 2003.

De Beers Attorneys, Plaintiff's Attorneys, Second Floor, Rhodes Building, 150 St George's Mall, Cape Town. (H de Beer/HDB 369.) C/o Janse van Rensburg Attorneys, Office Suite 1, Westgate Mall, cnr. Vanguard & Morgenster Roads, Mitchells Plain.

Case No. 19874/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between CASHBANK LTD, Judgment Creditor, and XJ DYIRA,
First Judgment Debtor, and NE KUMLA, Second Judgment Debtor**

In pursuance of judgment granted on the 16 May 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 the 19th day of August 2003 at 1st Avenue, Eastridge, Mitchells Plain at 10h00 to the highest bidder:

Description: Erf 28489, Khayelitsha, in extent 175 (one hundred and seventy five) square metres.

Property address: 3 Golomi Street, Ilitha Park, Khayelitsha.

Improvements: Property type: Detached. Main building improvements: Lounge, kitchen, separate toilet, 2 bedrooms. Floors: Carpets, novilon, bic, kitchen—basic, concrete blocks, held by the Defendant in his name under Deed of Transfer No. T58577/1999.

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 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 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 Mitchells Plain Magistrate's Court.

Dated at Cape Town this 11th day of July 2003.

De Beers Attorneys, Plaintiff's Attorneys, Second Floor, Rhodes Building, 150 St. George's Mall, Cape Town. (Ref: H de Beer/HDB 438.) C/o Janse van Rensburg Attorneys, Office Suite 1, Westgate Mall, cnr. Vanguard & Morgenster Roads, Mitchells Plain.

Case No. 9378/2001

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between: FIRSTRAND BANK LIMITED, Plaintiff, and ONDERLANGKLOOF PLASE (PTY) LTD, First Defendant, HARRY O'BRIEN ERASMUS POHL, Second Defendant, CARL FREDERICK POHL, Third Defendant, HENDRIK MADER POHL, Fourth Defendant, LAWRENCE FRANS TRIEGAARDT POHL, Fifth Defendant, PIETER THEUNIS CHRISTIAANN POHL, Sixth Defendant, and HARRY O'BRIEN ERASMUS POHL (jnr), Seventh Defendant

In pursuance of a judgment of the abovementioned Court in the above matter dated 14 December 2001, I shall sell in execution by public auction at the site on Friday, 15 August 2003 at 11h00 and subject to the conditions of sale to be read at the sale, the following property known as 30 Sleigh Street, Langebaan:

Certain: Erf 1818, Langebaan, Saldanha Bay Municipality, Division of Malmesbury, Western Cape Province, measuring 870 (eight hundred and seventy) square metres, held under Deed of Transfer No. T28068/1991, subject to the conditions contained and/or referred to therein, situated at 30 Sleigh Street, Langebaan.

Comprising: Vacant erf.

The conditions of sale will lie for inspection at the offices of the Sheriff of High Court, Moorreesburg/Hopefield.

Dated at Cape Town on this the 18th day of July 2003.

G. R. Bean, for Bisset Boehmke McBlain, Attorneys for Plaintiff, 13th Floor, Cartwright's Corner House, 19 Adderley Street, Cape Town. (Ref: GR Bean/mk/MG2861.)

Case No. 1544/02

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between: B.O.E. BANK LTD, Plaintiff, and MAUD DOREEN ANGELINA PRESS, 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 2 Mulberry Way, Strandfontein, Mitchells Plain, on 15 August 2003 at 12h00 of the undermentioned property of the Defendant on the conditions that will lie for inspection at the offices of the Sheriff for Mitchells Plain South prior to the sale:

Erf 48079, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, in extent 265 square metres, held by Deed of Transfer No. T104923/98, also known as 3 Seafarer Drive, Bayview, Strandfontein.

The property is improved as follows, though in this respect nothing is guaranteed: A tiled roof dwelling partly enclosed with vibracrete fencing, consisting of 2 bedrooms, 1 en-suite, 2 separate kitchens, lounge, dining room, bathroom & toilet.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the High 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. 10% (ten per centum) of the purchase price shall be paid in cash or bank-guaranteed cheque immediately after the property is declared to be sold, the balance (payable against registration of transfer) shall be secured by a bank/building society or other acceptable guarantee to be furnished within 14 (fourteen) days of the date of the sale.

3. Auctioneer's charges payable on the day of the sale to be calculated as follows: Five per cent (5%) on the proceeds of the sale up to price of thirty thousand rand (R30 000,00), and thereafter three per cent (3%) up to a maximum of seven thousand rand (R7 000,00). Minimum charges: Two hundred and sixty rand (R260,00).

Dated at Cape Town on 13 June 2003.

Burton-White, Plaintiff's Attorneys, Suite 306, Victoria Wharf Offices, Victoria & Alfred Waterfront, Dx1, Waterfront. (Tel: 419-9310.) (Ref: D Burton/F1101.)

Case No. 1226/03

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

**In the matter between: FIRSTRAND BANK LTD, Plaintiff, and PAULSTON WILLIAM ENGEL, and
CHRYSTAL PHILLINE ENGEL, Defendants**

A sale in execution will be held on 12 August 2003 at 10h00, at Somerset West Magistrate's Court, Caledon Street, Somerset West, of:

Erf 76, Firgrove, in the City of Cape Town, Stellenbosch Division, Western Cape Province, in extent 496 square metres, held by Deed of Transfer No. T6836/99, and also known as 12 Fifth Street, Firgrove.

The property is improved as follows, though nothing is guaranteed: A brick dwelling consisting of: 3 bedrooms, kitchen, lounge, dining room, bathroom & toilet, single garage and carport.

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 days.

The full conditions of sale may be inspected at the Sheriff for Somerset West, at 5 Church Street, Somerset West.

Dated at Cape Town on 02 July 2003.

Burton-White, Plaintiff's Attorneys, Suite 306, Victoria Wharf Offices, Victoria & Alfred Waterfront, Dx1, Waterfront. (Tel: 419-9310.) (Ref: D Burton/F1122.)

Case No. 6496/03

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and JOHN ZAMBO LUIZ, Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg, the following will be sold in execution on 22 August 2003 at 10h00, Wynberg Court, to the highest bidder.

Erf: A unit consisting of Section 6, as shown and more fully described on Sectional Plan No. S.S. 223/1989, in the scheme known as Sandpiper Mansions, situate at Grassy Park Cape, 52 square metres, held by Deed of Transfer ST7888/95, situate at 6 Sandpiper Mansions, Lake Road, Grassy Park.

Property description: 2 bedrooms, bathroom, lounge and kitchen.

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

2. A deposit of ten percent of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

3. The balance (plus interest at the current rate of 17% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

5. The full conditions of sale which will be read out by the Auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg South (Mr Camroodien).

Dated at Cape Town on this 18 July 2003.

C & A Friedlander Inc., Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z04659.)

Case No. 9001/03

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and GERALD FREDERICK ALAMEIN PAULSE,
First Defendant, and DAWN LYNETTE PAULSE, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Wynberg, the following will be sold in execution on 19 August 2003 at 10h00, Wynberg Court, to the highest bidder.

Erf 34280, Cape Town, at Athlone, Cape, 543 square metres, held by Deed of Transfer T10367/78, situate at 6B Maylou, Westbrooke Street, Athlone.

Property description: Entrance hall, 3 bedrooms, bathroom with shower, lounge, dining room, study, kitchen, servants quarters, laundry and bathroom and 2 garages.

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

2. A deposit of ten percent of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

3. The balance (plus interest at the current rate of 17% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

5. The full conditions of sale which will be read out by the Auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg East.

Dated at Cape Town on this 11 July 2003.

C & A Friedlander, Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z04710.)

Case No. 11291/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between ABSA BANK LTD, Plaintiff, and FREDERICK HENRY PETERSEN, ID No. 4802015112084,
1st Defendant, and PATRICIA GERTRUDE PETERSEN, ID No. 4803060660084, 2nd Defendant**

In pursuance of judgment granted on 4 August 1998, in the Kuils River Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 18 August 2003 at 09:00 am at 16 Industrie Street, Kuils River, to the highest bidder:

Description: Erf 1386, Gaylee, in the City of Cape Town, Division Cape, Province Western Cape, also known as 27 Sneekop Crescent, Gaylee, Greenfield, in extent 479 square metres.

Improvements: 2 bedrooms, bathroom, toilet, lounge, kitchen, garage.

Held by the Defendant in his/her name under Deed of Transfer No. T88454/94.

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

2. The purchaser shall pay 10% of the purchase price in cash or by bank-guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

Dated at Durbanville this 30th June 2003.

E. C. Jearey, Malan Laàs & Scholtz Inc., Plaintiff's Attorneys, M5 Place, 2A Hibiscus Road, Durbanville, 7550; P.O. Box 606, Sanlamhof, 7532. [Tel. (021) 976-0966.] (Ref. ECJ/A0020/0294/SS.)

Saak No. 726/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MALMESBURY GEHOU TE MALMESBURY

In die saak tussen mnr. FREDERICK J. ARENDSE, Vonnisskuldeiser, en mnr. CAROLUS ADAMS, Vonnisskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof van Malmesbury en 'n lasbrief vir eksekusie gedateer 9 Mei 2001 die volgende eiendom in eksekusie verkoop word, op die perseel, op 12 Augustus 2003 om 10h00 aan die hoogste bieder:

Erf 750, Riebeek-Wes, in die distrik Malmesbury, afdeling Swartland, provinsie Wes-Kaap, groot 317 (driehonderd-en-sewentien) vierkante meter.

Geregistreer kragtens Transportakte No. T74114/2002 in die naam van Albertus Carolus Adams, ID No. 5807265901085, en Helena Louise Adams, ID No. 5710020155080, getroud binne gemeenskap van goedere.

Ook bekend as Hofstraat 35, Riebeek-Wes.

Verkoopsvoorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings en voorwaardes van die Wet op Magistraatshoue, 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. Die eiendom is verbeter, maar niks word gewaarborg nie.

3. **Betaling:** Tien persent van die koopprys sal in kontant betaal word ten tyde van die verkoping en die volle balans daarvan tesame met rente teen die heersende koers van twintig (20) per centum per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

4. **Voorwaardes:** Die volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

J. Frank, Lionel Frank & Seun, Prokureurs vir Vonnisskuldeiser, Voortrekkerweg 47, Malmesbury.

Case No. 5099/2003

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 SUSANNA ELIZABETH BROWN, Defendant

In the above matter, a sale will be held at 5 Monaco Street, Uitzicht, Kraaifontein on Wednesday, 13 August 2003 at 13h00, being Erf 21851, situate in the City of Cape Town, Cape Division, Western Cape Province, measuring 600 square metres, also known as 5 Monaco Street, Uitzicht, Kraaifontein.

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 17,00% 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, open plan kitchen, lounge, dining-room, 2 bathrooms and double garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Kuils River and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, cnr. Willie van Schoor and Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. FUR73/0156/H. Crous/la.)

Case No. 32666/01

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ANDRE JACOBUS SATIRA, First Defendant, and JESSICA MICHELL SATIRA, Second Defendant

In the above matter a sale will be held at Bellville Sheriff's Office, 29 Northumberland Road, Bellville on Tuesday, 12 August 2003 at 09h00, being Section 2 in the scheme known as Timorim Court, Parow, situate in the City of Cape Town, Cape Division, Western Cape Province, measuring 76 square metres, also known as No. 2 Timorim Court, Parow Street, Parow.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 13,50% 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, lounge, kitchen, bathroom and 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 Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, cnr. Willie van Schoor and Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. NED1/0470/H. Crous/la.)

Case No. 5313/2003**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN****In the matter between PEOPLES BANK LIMITED, Plaintiff, and JENNIFER MAKEE, Defendant**

In the above matter a sale will be held at Cape Town Magistrate's Court on Thursday, 14 August 2003 at 10h00, being Erf 121192, Cape Town at Maitland, situate in the City of Cape Town, Cape Division, Western Cape Province, measuring 295 square metres, also known as 5 Hawe Crescent, Kensington.

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 17,00% 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, living-room, kitchen and 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, cnr. Willie van Schoor and Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. PEO1/0048/H. Crous/lr.)

Case No. 4244/1997**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER****In the matter between UNITED BANK, a division of ABSA BANK LIMITED, Judgment Creditor, and ANDRIES CORNELIUS SNYDERS, Judgment Debtor, and MARILYN DORETHEA SNYDERS, Second Judgment Debtor**

In pursuance of judgment granted on 13 June 1997, in the Kuils River Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 13 August 2003 at 09h00 at 16 Industria Street, Kuils River, to the highest bidder:

Description: Erf 7305, Kuils River, in extent two hundred and eighty-four (284) square metres.

Postal address: 2 Venus Street, Sarepta, Kuils River.

Held by the Defendants in their names under Deed of Transfer No. T4135/1995.

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, kitchen, lounge, bathroom and toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 17% 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 3rd July 2003.

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.]

Case No: 14780/2003

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 THEMBA ENOCH ZULU, First Defendant, and NOMPUMELELO PATIENCE ZULU, Second Defendant

In the above matter a sale will be held at 39 Kleinbosch Street, Kleinbosch, Parow, on Thursday, 14 August 2003 at 13h00, being:

Erf 22045, Cape Town, situate in the City of Cape Town, Cape Division, Western Cape Province;

Measuring: 622 Square metres;

Also known as: 39 Kleinbosch Road, Kleinbosch, Parow.

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 rate of 17,00% per annum is to be paid against 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, open plan kitchen, lounge, diningroom and TV-room, study, 1 1/2 bathrooms and double garage.*

4. The complete Conditions of Sale will be read out at the time of the sale and may be inspected at 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, cnr. Willie van Schoor & Old Oak Roads, Bellville. Phone: 914-5660. Refer: /FIR73/0172/H Crous/la.

Saaknr. 15159/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen: ABSA BANK LIMITED, Vonnisskuldeiser, en JACOBUS JANTJES, Eerste Vonnisskuldenaar, en KATRINA JANTJES, Tweede Vonnisskuldenaar

In die gemelde saak sal 'n veiling gehou word op 20 Augustus 2003 om 09h00 te Baljukantore, Industriestraat 16, Kuilsrivier:

Erf 3815, Eersterivier, in die Stad Kaapstad, Afdeling Stellenbosch, Weskaapse Provinsie, groot 321 m², gehou kragtens Transportakte T52802/93 (Flamboyant Straat 77, Eersterivier).

Verbeterings, nie gewaarborg nie: Woonhuis, bestaande uit 3 slaapkamers, badkamer/toilet, kombuis, sitkamer en teëldak.

Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en voor die tyd ter insae lê in die kantoor van die Balju en bepaal onder andere dat:

(a) Die verkoping voetstoots is aan die hoogste bieder;

(b) Een-tiende van die koopprijs in kontant betaalbaar is onmiddellik nadat die eiendom as verkoop verklaar is en dat die res, met rente, teen registrasie van oordrag betaal moet word.

Gedateer te Durbanville op hierdie 3de dag van Julie 2003.

Louw & Coetzee, per W Pretorius, Eiser se Prokureurs, Hoofweg 35, Posbus 146, Durbanville. Tel. (021) 976-3180. (Ref. A van Zyl/A346.)

Saaknommer: 1122/03

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STRAND GEHOU TE STRAND

In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en BEKKER, J A, Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word op 20 Augustus 2003 om 12:00 te Verbenastraat 5, Gordonsbaai aan die hoogste bieder:

Eiendomsbeskrywing: Erf 1366, Gordonsbaai, geleë in die stad Kaapstad, afdeling Stellenbosch, provinsie Wes-Kaap.

Groot: 571 (vyfhonderd een en sewentig) vierkante meter, gehou kragtens Akte van Transport No T50997/01.

Ook bekend as: Verbenastraat 5, Gordonsbaai.

1. Die volgende verbeteringe word gemeld, maar nie gewaarborg nie: 5 x slaapkamers, 2 x badkamers, kombuis, sitkamer, swembad, dubbel motorhuis.

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 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 bieder vereis om bevredigende bewys te lewer van sy vermoë om gemeld 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 8ste dag van Julie 2003.

Eiser se Prokureurs, Miller Bosman Le Roux, Odeon-Gebou, Kusweg, Strand. Tel: (021) 854-7386. Docex: Docex 1. Verw: J H van Zyl. Lêernr: VA0591.

Case No. 3622/1999

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

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and PATRICK DONALD ROSSOUW, First Defendant, and JUDY ROSSOUW, Second Defendant

Pursuant to the Judgment of the above Court granted on the 15th day of June 1999 and a Writ of Execution issued thereafter, the undermentioned property will be sold in execution at 11h00 on Monday, 18 August 2003 at the property to the highest bidder:

41-3rd Avenue, Grassy Park, Erf 473, Grassy Park, Western Cape Province, Cape Division.

In extent: 625 (six hundred and twenty five) square metres.

Held by Deed of Transfer No. T31946/1986.

The following improvements are situated on the property, although in this respect nothing is guaranteed: Single brick dwelling with tiled roof consisting of 3 bedrooms, lounge, kitchen, bathroom/toilet.

Conditions of sale: 10% of the purchase price and Sheriff of the Magistrate's Court charges in cash or by means of a bank guaranteed cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by Bank, Building Society or other acceptable guarantee to be furnished within thirty (30) days from date of sale.

The Conditions of Sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court.

Signed at Cape Town this 9th day of July 2003.

Walker Inc., per: A.Fuchs, Plaintiff's Attorneys, 15th Floor, Pleinpark Building, Plein Street, Cape Town. Ref.: AF/MP/P324/W05942.

Saaknommer: 8172/02

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STRAND GEHOU TE STRAND

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser en FYNBOSLAND 38 BK, Eerste Eksekusieskuldenaar, MUNRO R.J.A. Tweede Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word op 21 Augustus 2003 om 11:00 te Wack-Wacksingel 1, Fairview Golf Estate, Gordonsbaai aan die hoogste bieder:

Eiendomsbeskrywing: Erf 6432, Gordonsbaai, geleë in die Stad Kaapstad, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 504 (vyfhonderd en vier) vierkante meter, gehou kragtens Akte van Transport No T85592/01.

Ook bekend as: Wack-Wacksingel 1, Fairview Golf Estate, Gordonsbaai.

1. Die volgende verbeteringe word gemeld, maar nie gewaarborg nie: 1 x slaapkamer, 1 x badkamer, 1 x toilet, 1 x sitkamer, 1 x motorhuis.

2. 2.1 Die koopprys moet soos volg betaal word:

2.1.1 'n Deposito van moet 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 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 15de dag van Julie 2003.

Miller Bosman le Roux, Eiser se Prokureurs, Odeon-Gebou, Kusweg Strand. [Tel: (021) 854-7386.] Docex: Docex 1. Verw: J H van Zyl. Lêernr: VA0542.

Case No: 2101/03

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 REECE RODERICK PLAATJIES, First Defendant, and CATHRINA WILMA MAGDALINE PLAATJIES, Second Defendant

In Execution of a Judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held at the Goodwood Magistrate's Court, at 10:00 am on the 18th day of August 2003 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, No. 5, Epping Avenue, Elsies River.

Erf 34752, Goodwood, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 202 square metres and situate at 7, 29th Street, Elsies River.

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 17th day of July 2003.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St. George's Mall, Cape Town, 8001; PO Box 67, Cape Town, 8000. Docex 230, Cape Town. Tel: (021) 423-0554. Fax: (021) 423-0510. Ref: W D Inglis/cs/S5127/9442.

Case No: 22954/03

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 LEONIE MACDONALD, First Defendant, and WESLEY GRANT MACDONALD, Second Defendant

In Execution of a Judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, No. 16 Industrie Street, Kuils River, at 9:00 am on the 20th day of August 2003 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 29 Northumberland Avenue, Bellville.

Erf 2494, Kraaifontein, in the City of Cape Town, Paarl Division Province of the Western Cape, in extent 496 square metres, and situate at 39 Fourth Avenue, Kraaifontein.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A main dwelling consisting of a living room, kitchen, lounge, 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 16th day of July 2003.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St. George's Mall, Cape Town, 8001; PO Box 67, Cape Town, 8000. Docex 230, Cape Town. Tel: (021) 423-0554. Fax: (021) 423-0510. Ref: W D Inglis/cs/S5190/9509.

Case No.: 3064/03

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
CHARL DE VILLIERS DU TOIT, 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 4485, Park Drive, Langebaan, at 2:00 pm on the 15th day of August 2003, 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, Silo Street, Moorreesburg:

Erf 4485, Langebaan, in the Saldanha Bay Municipality, Division Malmesbury, Province of the Western Cape.

In Extent: 1 078 square metres and situate at Erf 4485, Park Drive, Langebaan.

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 this 18 day of July 2003.

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/S5184/9503.

Case No.: 4894/02

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
BRENDA ELIZABETH DRAAI, First Defendant, MAHLOMOLA JOHANNES BUTHELEZI, Second Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, No. 16 Industrie Street, Kuils River at 9:00 am on the 20th day of August 2003, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 29 Northumberland Avenue, Bellville:

Erf 1014, Blue Downs, in the City of Cape Town, Stellenbosch Division, Province of the Western Cape.

In Extent: 461 square metres and situate at 26 Vrede Road, Tuscany Glen, Blue Downs.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 146 square metre main dwelling consisting of a living room, lounge, kitchen, 3 bedrooms, 2 en-suite bathrooms, laundry, study 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 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 this 18th day of July 2003.

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/S4912/9172.

Case No.: 3642/03
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
LUYANDA LEONARD DYWILI, First Defendant, MANDISA DYWILI, 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 the Sheriff's office, 2 Mulberry Mall, Strandfontein Centre, Strandfontein, at 12 noon on the 19th day of August 2003, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 2 Mulberry Mall, Strandfontein Centre, Strandfontein:

Erf 34566, Mitchells Plain, in the City of Cape Town, Cape Division, Province of the Western Cape.

In Extent: 162 square metres and situate at 140 Oval South Way, Beacon Valley, Mitchells Plain.

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 maximum fee of R7 000,00 (seven thousand rand), minimum charges R300,00 (three hundred rands).

Dated at Cape Town this 18th day of July 2003.

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/S5217/9539.

Case No. 7734/02

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and ERROL WILLIAM ARENDSE, 1st Judgment Debtor, and JEANETTE MALGAS, 2nd Judgment Debtor**

The undermentioned property will be sold in execution at the Sheriff's Office, 16 Industrial Road, Kuils River on 15 August 2003 at 09h00:

Erf 2904, Eerste River, situate in the City of Cape Town, Stellenbosch Division, Western Cape Province also known as 55 Francolin Street, Devon Park, Eerste River, in extent 351 (three hundred and fifty one) square metres, comprising 2 bedrooms, 1 bathroom, 1 kitchen, 1 livingroom (nothing guaranteed).

The sale shall be by public auction without reserve to the highest bidder, subject to the High Court Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Kuils River and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (KG Kemp/LvS/V93.) (Acc. No. 8385982900101.)

Case No. 901/97

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

In the matter between MONEY WISE CASH LOANS, Execution Creditor, and CHARLENE DANIELS, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Strand and writ of execution issued, the following immovable property will be sold in execution on 14 August 2003 at 10h00 on site namely 22 Bosduif Road, Tarentaalplaas, Strand, to the highest bidder, viz:

Erf 24267, Strand, in the City of Cape Town, Division of Stellenbosch, Western Cape Province, in extent 166 (one hundred and sixty six) square metres, held by the Execution Debtor under Deed of Transfer No.T26561/2000, also known as 22 Bosduif Road, Tarentaalplaas, Strand.

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 and the full conditions of sale, be sold voetstoots to the highest bidder.

2. The following improvements on the property are reported, but nothing is guaranteed: 1 x room, one half of bathroom and one half of kitchen.

3. *Payment:* The full purchase price, together with any Value Added Tax which may be payable thereon, shall be payable in cash at the time of the sale for 10% of the purchase price in cash and the balance of such purchase price, together with any Value Added Tax which may be payable on the purchase price, together with interest on the amount of the Judgment Creditors claim at the rate then prevailing (and in the event of there being any other preferent creditor then also the interest payable from the date of sale to date of transfer, against registration of transfer, which amounts are to be secured by a guarantee of a bank or building society or other financial institution approved of by the Sheriff of the Court, such guarantee to be delivered within two (2) weeks of the date of sale.

4. The full conditions of sale which will be read out by the Sheriff of the Court or auctioneer immediately prior to the sale, may be inspected at either the office of the Sheriff of the Court, Strand, or at the offices of the attorneys for the Execution Creditor.

B.J. Nortjé, Wilson Morkel Basson Inc., Attorneys for Execution Creditor, Boland Bank Building, 139 Main Road, Somerset West. (Ref. B J Nortjé/ic/Z01962.)

Saak No. 1123/03

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STRAND GEHOU TE STRAND

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en NIEMAND J, Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word op 21 Augustus 2003 om 10:00 te Susanwoonstel 11, Guldenpark, Strand, aan die hoogste bieder:

Eiendomsbeskrywing: Deeltiteleenheid 143, Guldenpark, Strand, geleë in die stad Kaapstad, afdeling Stellenbosch, provinsie Wes-Kaap, groot 39 (nege en dertig) vierkante meter, gehou kragtens Akte van Transport No. ST6585/01, ook bekend as Susanwoonstel 11, Guldenpark, Strand.

2. Die volgende verbeteringe word gemeld, maar nie gewaarborg nie: 2 x slaapkamers, 1 x badkamer, kombuis, sitkamer.

2. 2.1 Die koopprys moet soos volg betaal word:

2.1.1 'n Deposito van tien persent (10%) by wyse van kontant of bankgewaarborgde tjek ten tyde van die verkoping.

2.1.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van twintig per sentum (20%) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks 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 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 15de dag van Julie 2003.

Miller Bosman le Roux, Eiser se Prokureurs, Odeon-gebou, Kusweg, Strand. [Tel. (021) 854-7386.] (Docex: Docex 1.) (Verw: J H van Zyl.) (Lêernr: VA0554.)

Case No: 7345/02

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 MOEGSIEN DAVIDS, First Defendant, and KALAM DAVIDS, Second Defendant

In Execution of a Judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held at 4 Turksvy Crescent, Lenteguur, Mitchells Plain at 10:00 am, on the 19th day of August 2003 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, Cnr Highlands and Rosewood Drives, Weltevreden Valley, Mitchells Plain.

Erf 17393, Mitchells Plain, in the City of Cape Town, Cape Division Province of the Western Cape, in extent 201 square metres and situate at 4 Turksvy Crescent, Lenteguur, Mitchells Plain.

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 17th day of July 2003.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St. George's Mall, Cape Town, 8001; PO Box 67, Cape Town, 8000. Docex 230, Cape Town. Tel: (021) 423-0554. Fax: (021) 423-0510. Ref: W D Inglis/cs/S4475/8598.

Case No: 3063/03

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 TANIA LETETIA GEORGE, First Defendant, and SILAS NGWENYA, 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 3 Fishermans Way, Parklands, Table View at 10:30 am on the 21st day of August 2003 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 4281, Parklands, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 152 square metres and situate at 3 Fishermans Way, Parklands, Table View.

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 17th day of July 2003.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St. George's Mall, Cape Town, 8001; PO Box 67, Cape Town, 8000. Docex 230, Cape Town. Tel: (021) 423-0554. Fax: (021) 423-0510. Ref: W D Inglis/cs/S5199/9518.

Case No: 2660/03

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 WILLEM SILFANUS BAATJIES, First Defendant, and GERTRUIDA MAGRIETA BAADTJIES, 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 the Sheriff's office, No. 16 Industrie Street, Kuils River, at 9:00 am, on the 20th day of August 2003 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 29 Northumberland Avenue, Bellville.

Erf 2611, Eerste River, in the City of Cape Town, Division Stellenbosch, Province of the Western Cape, in extent 388 square metres and situate at 28 Moray Crescent, Eerste River.

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 16th day of July 2003.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St. George's Mall, Cape Town, 8001; PO Box 67, Cape Town, 8000. Docex 230, Cape Town. Tel: (021) 423-0554. Fax: (021) 423-0510. Ref: W D Inglis/cs/S5151/9469.

Case No. 3334/03
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 ANTHONY MARCHBANK, First Defendant, and LAETITIA LOUISE MARCHBANK, 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 139 Townsend Street, Goodwood, on the 18th day of August 2003 at 11:00 am, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, No. 5 Epping Avenue, Elsie's River.

Erf 2010, Goodwood, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 495 square metres, and situate at 139 Townsend Street, Goodwood.

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, bathroom with water closet, water closet, store and a garage.

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 17th day of July 2003.

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/S5207/9528.)

Case No. 2655/03
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 CHRISTIAAN GABRIEL VAN ROOYEN, First Defendant, and WANDA MARIA VAN ROOYEN, 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 35 Platinum Place, Spanish Oak Street, Bellville, on the 18th day of August 2003 at 12 noon, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 12 Victoria Street, Oakdale, Bellville.

Erf 35258, Bellville, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 90 square metres, and situate at 35 Platinum Place, Spanish Oak Street, Bellville.

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 17th day of July 2003.

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/S5149/9467.)

Case No. 7038/02
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 ALEXANDER CHARLES STEMMET, First Defendant, and RENE STEMMET, 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 the Sheriff's Office, 2 Mulberry Mall, Strandfontein Centre, Strandfontein, on the 19th day of August 2003 at 12 noon, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, cnr Highlands and Rosewood Drives, Weltevreden Valley, Mitchells Plain.

Erf 1254, Schaap Kraal, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 350 square metres, and situate at 54 Giloi Crescent, Westgate, Mitchells Plain.

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 17th day of July 2003.

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/S4983/9261.)

Case No. 422/03

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
MOGAMAD RAHIM ISMAIL CAROLUS, 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 the Mitchells Plain Magistrate's Court at 10:00 am on the 19th day of August 2003 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, cnr Highlands and Rosewood Drives, Weltevreden Valley, Mitchells Plain.

Erf 38783, Mitchells Plain, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 171 square metres and situate at 33 Rolf Kebbell Street, New Woodlands, Mitchells Plain.

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 16th day of July 2003.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St George's Mall, Cape Town, 8001; PO Box 67, Cape Town, 8000. Docex 230, Cape Town. Tel. (021) 423-0554. Fax (021) 423-0510. Ref. W D Inglis/cs/S5095/9397.

Case No. 3552/03

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
NEZAAR PETERS, 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 the 157A Haywood Road, Rondebosch East at 2:00 pm on the 19th day of August 2003 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, 8 Claude Road, Athlone Industria 1, Athlone.

Erf 159241, Cape Town at Lansdowne, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 248 square metres and situate at 157A Haywood Road, Rondebosch East.

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 17th day of July 2003.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St George's Mall, Cape Town, 8001; PO Box 67, Cape Town, 8000. Docex 230, Cape Town. Tel. (021) 423-0554. Fax (021) 423-0510. Ref. W D Inglis/cs/S5210/9532.

Saak Nr. 492/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen NEDBANK BEPERK, waarby ingelyf BOE BANK, Eiser, en J JACOBS, 1ste Verweerder, en P V JACOBS, 2de Verweerder

Ter uitvoering van 'n uitspraak in die Landdroskantoor vir die distrik van Stellenbosch en lasbrief tot uitwinning gedateer 29 Julie 2002, sal die volgende eiendom per publieke veiling verkoop word te Landdroshof Stellenbosch, op 19 Augustus 2003 om 11:00 aan die hoogste bieder:

Erf 101, Kylemore, geleë in die Munisipaliteit en Afdeling van Stellenbosch, Provinsie Wes-Kaap, groot 523 (vyfhonderd drie en twintig) vierkante meter, gehou kragtens Transportakte Nr. T22071/1990, ook bekend as Brandstraat 28, Kylemore, Stellenbosch, Wes Kaap.

Verkoopsvoorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalinge en voorwaardes van die Wet op Landdroshowe, die Reëls daarvolgens uitgevaardig en van die toepaslike titelatkes van die eiendom en die eiendom sal, onderhewig aan die voorafgaande, aan die hoogste bieder verkoop word.

2. Die volgende verbeteringe aan die eiendom word gemeld maar niks word gewaarborg nie: Asbesdak, baksteenmuur, 3 x slaapkamers, kombuis, sitkamer, badkamer & toilet.

3. *Betaling:* Tien persent (10%) 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 17,00% per jaar bereken op die bedrag van die Vonniskskuldeiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

4. *Voorwaardes:* Die volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die balju van die Landdroshof.

L E Rousseau, Cluver Markotter Ing., Prokureurs vir Eiser, Cluver Markotter Gebou, Meulstraat, Stellenbosch. (Verw. mej Loggenberg/F31315.)

Case No. 340/03

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between NEDBANK LIMITED, Plaintiff, and LEON GEORGE LOMBARD married in COP to DEIDRE RONELL LOMBARD, 1st Defendant, and DEIDRE RONELL LOMBARD married in COP to LEON GEORGE LOMBARD, 2nd Defendant

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held at the Wynberg Magistrate's Court at 10:00 am on the 15th day of August 2003 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff of the High Court.

Section No. 13 as shown and more fully described on Sectional Plan SS 175/1982, in the scheme known as Belletuin in respect of the land and building or buildings situate at Ottery, in the City of Cape Town, Cape Division, Western Cape Province, of which section the floor area, according to the said sectional plan is 140 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. ST15367/01 and situate at 22 Belletuin, Ottery Road, Ottery.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: 2 bedrooms, lounge, kitchen, bathroom, toilet.

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).

Matz Watermeyer, Plaintiff's Attorneys, 5th Floor, Fedure Terrace, Protea Road, Claremont; PO Box 23304, Claremont, 7735. Docex 1, Claremont. Tel. 674-3175. Fax 674-4694. Ref. M T Schäfer/ts/Z07219.

SALE IN EXECUTION**NEDCOR BANK LIMITED versus R G & R E MAY****WYNBERG, Case No. 8582/01**

The property: Erf 3393, Blue Downs, in extent 378 square metres, situate at 23 York Crescent, Blue Downs.

Improvements (not guaranteed): Lounge, kitchen, 3 bedrooms, bathroom, toilet.

Date of sale: 20th August 2003 at 09:00 am.

Place of sale: Kuils River Sheriff's Office.

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, Kuils River

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 2594/03

**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
ALEXANDER JOHN NAGEL, 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 Erf 35, Bloekom Avenue, Struisbaai, Bredasdorp, at 11:00 am, on the 21st day of August 2003 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, 44 Church Street, Bredasdorp:

Erf 35, Struisbaai, in the Cape Agulhas Municipality, Division Bredasdorp, Province of the Western Cape, in extent 761 square metres and situated at Erf 35, Bloekom Avenue, Struisbaai, Bredasdorp.

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 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 22nd day of July 2003.

Williams 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/S5144/9462.)

Case No. 2770/01

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between ABSA BANK LIMITED, Plaintiff, and FUAAT BEHARDIEN, First Defendant, and
FLORENCE C. BEHARDIEN, Second Defendant**

In terms of a judgment granted against Defendant by the Magistrate's Court for the District of Kuils River dated 6 April 2001 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at 16 Industrie Street, Kuils River, to the highest bidder, on 15 August 2003 at 09h00:

Erf 6313, Blue Downs, in the City of Cape Town, Division Stellenbosch, Province of the Western Cape, in extent 375 (three hundred and seventy five) square metres.

Street address: 16 Teal Avenue, Electric City, 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: 3 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 per cent (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.

Dated at Cape Town on this 8th day of July 2003.

Kritzinger & Co., M N Kapdi, Plaintiff's Attorneys, 5th Floor, Wale Street Chambers, 33 Church Street, Cape Town. (Ref. Z. Ramjan/avs/A5058.)

Case No. 28451/01

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
LIZO DAVID SONDAMASE, Defendant**

The following property will be sold in execution by public auction held at the Magistrates Court for the District of Mitchell's Plain held at Mitchell's Plain, to the highest bidder, on Tuesday, 12 August 2003 at 10h00:

Erf 1132, Nyanga, in extent 576 square metres, held by TL48711/94, situate at NY 139 Nyanga East, Guguletu.

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: Existing plate roof, 576 square metres, 4 x bedrooms, 1 x lounge, 1 x dining room, 1 x kitchen, 1 x bathroom with toilet. *Extension*: 1 x garage, 4 x rooms, 1 x 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 14,5% per annum calculated on the Judgment Creditor's claim from the date of the 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 14 (fourteen) days of the date of sale.

Dated at Cape Town on this 23rd day of July 2003.

Buchanan Boyes Inc, D v Zyl, Attorneys for the Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Ref. DvZ/EH/Z01733.)

Saak Nr. 4431/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STELLENBOSCH GEHOU TE STELLENBOSCH

**In die saak tussen ABSA BANK BEPERK, Eiser, en E A O KLEIN, 1ste Verweerder, H E KLEIN, 2de Verweerder, en
E-O KLEIN, 3de Verweerder**

Ter uitvoering van 'n uitspraak in die Landdroskantoor vir die distrik van Stellenbosch, en lasbrief tot uitwinning gedateer 21 Januarie 2003, sal die volgende eiendom per publieke veiling verkoop word te die perseel, 25 Brandwachtstraat, Stellenbosch, op 19 Augustus 2003 om 14:00, aan die hoogste bieder:

Erf 4954, Stellenbosch, geleë in die munisipaliteit en afdeling van Stellenbosch, provinsie Wes-Kaap, groot 1 145 (eenduisend eenhonderd vyf en veertig) vierkante meter, gehou kragtens Transportakte Nr. T41146/1995, ook bekend as Brandwachtstraat 25, Stellenbosch, Wes-Kaap.

Verkoopsvoorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings en voorwaardes van die Wet op Landdroshowe, 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. Die volgende verbeteringe aan die eiendom word gemeld maar niks word gewaarborg nie: Voorportaal, bykombuis, 3 x slaapkamers, 2 x motorhuise, badkamer/stort, sitkamer, sonkamer, eetkamer, kombuis, studeerkamer, badkamer, stoorkamer, familie kamer.

3. *Betaling*: Tien persent (10%) 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 17,00% per jaar bereken op die bedrag van die Vonniskskuldeiser se vordering (en ingeval daar enige Voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige Voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

4. *Voorwaardes*: Die volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof.

L E Rousseau, Cluver Markotter Ing., Prokureurs vir Eiser, Cluver Markotter Gebou, Meulstraat, Stellenbosch. (Verw. Mej Loggenberg/F72475.)

Saaknommer 02/02

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HOPEFIELD GEHOU TE HOPEFIELD

In die saak tussen HOPEFIELD SLAGTERY, Eiser, en SALIE JASSON, Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof te Hopefield, sal 'n veiling van die ondervermelde eiendom gehou word op Maandag, 11 Augustus 2003 om 11h00, op die perseel:

Erf 1027, Hopefield, in die munisipaliteit Saldanhabaai, afdeling Malmesbury, provinsie Wes-Kaap, groot 331 (drie drie een) vierkante meter, geleë te Hibiscusstraat 35, Hopefield.

Woonhuis gebou met bakstene onder 'n asbesdak bestaande uit 1 kombuis, 1 sitkamer, 2 slaapkamers, en 'n aangeboude badkamer.

Veilingsvoorwaardes:

1. Die verkoping is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe, Nr. 32 van 1944, en die eiendom word voetstoots verkoop en onderhewig aan die titelvoorwaardes daarvan.

2. Een-tiende (1/10) van die koopprijs plus enige BTW word betaal aan die afslaer onmiddellik nadat die eiendom verkoop is en die balans van die koopsom teen registrasie van transport.

3. Die koper is aanspreeklik vir betaling van die transportkoste, hereregte, agterstallige belastinge, diensgelde en enige bykomende koste.

4. Die volledige voorwaardes van die veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju vir die Landdros, Hopefield, en by die kantoor van die ondergetekende.

Geteken te Saldanha op hierdie 14de dag van Julie 2003.

FW Edwards Ingelyf, Da Gamastraat 14, Saldanha. (Verw. FWE/sb/H0060/1.)

Case No. 1781/03

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and MARTIN MICHAEL CAROLUS, 1st Defendant, and LORETTA CHARMAINE CAROLUS, 2nd Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Kuils River, at the Sheriff, Kuils River Office, 16 Industry Street, Kuils River, on Friday, 15 August 2003 at 09:00.

Full conditions of sale can be inspected at the Sheriff, Kuils River, 16 Industry Street, Kuils River, 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 4038, Eersterivier, in the City of Cape Town, Stellenbosch Division, measuring 265 square metres, also known as 12 Himalaya Street, Heatherpark, Eersterivier.

Improvements: Lounge, 2 bedrooms, bathroom, kitchen and garage.

Zoned Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Ms. AC de Beer/Zelda/N19.)

Case No. 3340/2002

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and CLEMENT DONSON, 1st Defendant, and CORNELIA AMELIA DONSON, 2nd Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff Kuils River, at the Sheriff Kuils River Office, 16 Industry Street, Kuils River, on Monday, 18 August 2003 at 09:00:

Full conditions of sale can be inspected at the Sheriff Kuils River, 16 Industry Street, Kuils River, 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 780, Gaylee, Division, Blue Downs, District Stellenbosch, measuring 744 square metres, also known as 47 Madalain Street, Gaylee, Blackheath.

Improvements: Dwelling: 3 bedrooms, 2 bathrooms, 1 lounge, 1 diningroom, 1 kitchen.

Zoned Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O.Box 801, Pretoria. [Tel. (012) 342-9164.] (Ref. AC de Beer/Zelda/X1185.)

Case No. 1786/03

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and WILLIAM PATRICK ADAMS, First Defendant, and CAROLINE ELSABE ADAMS, Second Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff Bellville, at the Sheriff Bellville, 29 Northumberland Street, Bellville, on Monday, 11 August 2003 at 11:00.

Full conditions of sale can be inspected at the Sheriff Bellville, 29 Northumberland Street, Bellville, 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 6713, Brackenfell, Registration Division: Cape, Province of the Western Cape, measuring 304 square metres, also known as 7 Garcia Close, Arauna, Northpine, Brackenfell.

Improvements: 2 bedrooms, kitchen, lounge, bathroom, toilet.

Zoned Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O.Box 801, Pretoria. [Tel. (012) 342-9164.] (Ref. Mr Croucamp/Carol/N5.)

Case No. 2787/2003

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NICOLAAS MITROPOULOS, ID. 5108155085182, Bond Account Number 81204924-00101, Defendant

A sale in execution of the undermentioned property is to be sold by the Sheriff, Moorresburg, and to be held at the premises known as 48 Salamander Street, Langebaan, on Friday, 15 August 2003 at 13h00.

Full conditions of sale can be inspected at the Sheriff Cape Moorresburg, 4 Meul Street, Moorresburg, 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 2476, Langebaan, in the Municipality of Saldanha Bay, Malmesbury Division, Western Cape Province, measuring 1 010 square metres and also known as 48 Salamander Street, Langebaan.

Improvements: Dwelling: 3 bedrooms, 2 bathrooms, lounge, diningroom, kitchen.

Zoned Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O.Box 801, Pretoria. [Tel. (012) 342-9164.] (Ref. Mr Croucamp/Dalene/E791.)

Case No. 4672/03

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between: TOBIAS JOHN LOUW N.O., in his capacity as Curator of SAAMBOU BANK LTD (under Curatorship), Plaintiff, and NANCY ELIZABETH HENNEBERRY, Identity Number: 5004140031011, unmarried, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the premises situated at 20 Bosch Street, Strand, on 15 August 2003 at 11h00.

Full conditions of sale can be inspected at the Sheriff, Strand, at 37 Main Road, BOE Bank Building, Strand, and will be read out prior to the sale.

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

Property: Erf 8482, Strand, in the Municipality of Strand, Administrative District of Stellenbosch, in extent 496 (four hundred and ninety six) square metres, held by Deed of Transfer T62083/1992, subject to the conditions therein contained, situated at 20 Bosch Street, Strand.

Improvements: 1 x lounge, 1 x kitchen, 3 x bedrooms, 1 x bathroom.

Dated at Cape Town on this 16 day of July 2003.

L. J. Vosloo, for Steyl-Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town.
Ref: LJV/la/LV0112.

Case No: 2336/03

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between: SAAMBOU BANK LIMITED, Registration Number: 1987/005437/06, HOME LOANS, a division of FIRSTRAND BANK LIMITED, Plaintiff, and GEOPHERY DESMOND ARENDSE, Identity Number: 5403205072011, First Defendant, and CLARA ARENDSE, married in community of property to each other, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the premises situated at 30 April Avenue, Van Wyksvlei, Wellington, on 15 August 2003 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Wellington, situated at 27 Church Street, Wellington, and will be read out prior to the sale.

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

Property: Erf 5389, Wellington, in the Municipality of Wellington, Division Paarl, in extent 374 (three hundred and seventy four) square metres, held by Deed of Transfer No. T13362/1986, subject to the conditions therein contained, situated at 30 April Avenue, Van Wyksvlei, Wellington.

Improvements: 1 x lounge, 1 x diningroom, 1 x kitchen, 3 x bedrooms, 1 x bathroom.

Dated at Cape Town during July 2003.

L. J. Vosloo, for Steyl-Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town.
Ref: LJV/la/SV0222.

Case No: 4447/03

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between: SAAMBOU BANK LIMITED, Registration Number: 1987/005437/06, HOME LOANS, a Division of FIRSTRAND BANK LIMITED, Plaintiff, and CHARL JOHANNES MOSTERT, Identity Number: 7005235183086, unmarried, First Defendant, and LYNNE BOTHA, Identity Number: 7005100023086, unmarried, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the premises situated at 18 Panorama Crescent, Langebaan, on 15 August 2003 at 15h00.

Full conditions of sale can be inspected at the Sheriff, Moorreesburg, situated at 4 Meul Street, Moorreesburg, and will be read out prior to the sale.

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

Property: Erf 2946, Langebaan, situate in the Municipality Langebaan, Division Malmesbury, Western Cape Province, in extent 787 (seven hundred and eighty seven) square metres, held by Deed of Transfer T15839/1997, subject to the conditions therein contained and more specifically to the reservation of mineral rights in favour of the state, situated at 18 Panorama Crescent, Langebaan.

Improvements: Vacant erf.

Dated at Cape Town on this 22 day of July 2003.

L. J. Vosloo, for Steyl-Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town.
Ref: LJV/la/SV0234.

Case No. 2920/2002

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

In the matter between PEP BANK, a div of B.O.E. BANK LTD, Plaintiff, and Mr N. N. MARAIS, Defendant

Kindly take notice that pursuant to a Judgment of the above Honourable Court granted on the 23rd of July 2002 and subsequent Warrant of Execution, the following property will be sold in execution at 11h00 on 27th of August 2003 at the property under attachment, having physical address as 48 Main Road, Botrivier:

Erf 1007, Botrivier, in the Theewaterskloof Municipality, Caledon Division, Western Cape Province, also known as 48 Main Road, Botrivier, in extent 595 (five hundred and ninety five) square metres, held under Title Deed T52670/2001.

Which property has the following improvements although nothing is guaranteed: Vacant.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Caledon, 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 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.

Dated at Paarl on this 11th day of July 2003.

To: The Sheriff of the Court, PO Box 647, Caledon.

Basson Blackburn Inc, 371 Main Road, Paarl; PO Box 2524, Paarl, 7620. [Tel. (021) 871-1401.] (Ref. S. Tolken/PX0288.)

Case No. 4751/2001

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

In the matter between PEP BANK, a div of B.O.E. BANK LTD, Plaintiff, and ALINA NOMHA MASIZA, Defendant

Kindly take notice that pursuant to a Judgment of the above Honourable Court granted on the 26th of June 2001 and subsequent Warrant of Execution, the following property will be sold in execution at 10h00 on 19th of August 2003 at the Mitchells Plain Magistrate's Court, at 1st Avenue, Eastridge, Mitchells Plain:

Erf 27653, Khayelitsha, City of Cape Town, Cape Town Division, Western Cape Province, also known as 58 Giyogiyo Street, Litha Park, Khayelitsha, in extent 322 (three hundred and twenty two) square metres, held under Title Deed T25653/1990.

Which property has the following improvements although nothing is guaranteed: Brick building, tiled roof, fully facebrick/vibre-crete fencing, burglar bars, 3 bedrooms, cement/carpet floors, kitchen, lounge, bathroom, toilet.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Khayelitsha, 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 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.

Dated at Paarl on this 11th day of July 2003.

To: The Sheriff of the Court, Docex 11, Mitchells Plain.

Basson Blackburn Inc, 371 Main Road, Paarl; PO Box 2524, Paarl, 7620. [Tel. (021) 871-1401.] (Ref. S. Tolken/PX0105.)

Case No. 2631/2003

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and WAYNE MARK BERGEN, First Execution Debtor, and MILANTE KRITZINGER, Second Execution Debtor

Be pleased to take notice pursuant to a judgment granted by the above Honourable Court on 12th June 2003 and a Warrant of Execution issued against immovable property pursuant thereto the following immovable property will be sold to the highest bidder on the 21st August 2003 at 11h30 am at the premises of No. 13 Tuscan Villas, York Close, Parklands:

The property: Erf 2200, Parklands, situated in the City of Cape Town, Cape Division, Western Cape Province, in extent 123 (one hundred and twenty three) square metres, situated at No. 13 Tuscan Villas, York Close, Parklands.

Improvements: 1 living-room, 2 bedrooms, 1 bathroom, 1 kitchen (not guaranteed).

Date of sale: 21st August 2003 at 11h30.

Place of sale: No. 13 Tuscan Villas, York Close, Parklands.

Material conditions:

1. 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 bank-guaranteed cheque upon signature of the Conditions of Sale and the balance on transfer together with the interest thereon calculated in the manner set out more fully 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 of the High Court, Cape Town.

2. 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 charges R300 (three hundred rand).

Dated at Tokai on this 19th day of July 2003.

Malcolm Gessler Inc., Attorneys for the Judgment Creditor, Unit 2, Azalea House, Tokai Business Park, Tokai.

Case No. 124/2003

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

In the matter between PEOPLES BANK LIMITED, Plaintiff, and ANDREW JOHN THORPE, First Defendant, and DORA THORPE, Second Defendant

In the above matter a sale will be held at 4B Protea Street, Langebaan, on Friday, 15 August 2003 at 12h00, being:

Erf 5666, Langebaan, situated in the City of Cape Town, Cape Division, Western Cape Province, measuring 253 square metres, also known as 4B Protea Street, Langebaan.

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 18,50% per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising 3 bedrooms, lounge, kitchen, bathroom and 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 Moorreesburg and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, cnr. Willie van Schoor & Old Oak Roads, Bellville. (Phone 914-5660.) (Ref. /PEO1/0045/H. Crous/la.)

Case No. 298/2002

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIKETBERG HELD AT LAAIPLEK

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and JACQUES PETRUS SNYMAN, Execution Debtor, SANET SNYMAN, Execution Debtor, and DENISE SNYMAN, Execution Debtor

Be pleased to take notice pursuant to a judgment granted by the above Honourable Court on 9th December 2003 and a Warrant of Execution issued against immovable property pursuant thereto the following immovable property will be sold to the highest bidder on the 8th May 2003 at 10.00 am at the premises of the Sheriff of the Magistrate's Court for the District of Piketberg, held at Laaiplek, situated at No. 4 Anjovi Street, Laaiplek:

The property: Erf 220, Dwarskersbos, in extent 630 (six hundred and thirty) square metres, situated at 4 Anjovi Street, Dwarskersbos, Laaiplek.

Improvements: 1 single dwelling unit consisting of 6 living-rooms, 8 bedrooms, 4 bathrooms, 1 garage, and 1 swimming-pool (not guaranteed).

Date of sale: 8th May 2003 at 10.00 am.

Place of sale: No. 4 Anjovi Street, Laaiplek.

Material conditions:

1. 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 bank-guaranteed cheque upon signature of the Conditions of Sale and the balance on transfer together with the interest thereon calculated in the manner set out more fully 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 of the Magistrate's Court for the District of Piketberg held at Laaiplek.

2. 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 charges R300 (three hundred rand).

Malcolm Gessler Inc., Attorneys for the Judgment Creditor, Unit 2, Azalea House, Tokai Business Park, Tokai.

Case No. 298/2002

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIKETBERG HELD AT LAAIPLEK

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and JACQUES PETRUS SNYMAN, First Execution Debtor, SANET SNYMAN, Second Execution Debtor, and DENISE SNYMAN, Third Execution Debtor

Be pleased to take notice pursuant to a judgment granted by the above Honourable Court on 9th December 2002 and a Warrant of Execution issued against immovable property pursuant thereto the following immovable property will be sold to the highest bidder on the 21st August 2003 at 10.00 am at the premises situated at No. 4 Anjovi Street, Dwarskersbos:

The property: Erf 220, Dwarskersbos, situated in the Municipality of Berg River, Division of Piketberg, Western Cape Province, in extent 630 (six hundred and thirty) square metres, situated at No 4 Anjovi Street, Dwarskersbos.

Improvements: Single dwelling unit consisting of 6 living-rooms, 8 bedrooms, 4 bathrooms, 1 garage and 1 swimming-pool (not guaranteed).

Date of sale: 21st August 2003 at 10.00 am.

Place of sale: No. 4 Anjovi Street, Dwarskersbos

Material conditions:

1. 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 bank-guaranteed cheque upon signature of the Conditions of Sale and the balance on transfer together with the interest thereon calculated in the manner set out more fully 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 of the Magistrate's Court, Piketberg.

2. 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 charges R300 (three hundred rand).

Dated at Tokai on this 10th day of July 2003.

Malcolm Gessler Inc., Attorneys for the Judgment Creditor, Unit 2, Azalea House, Tokai Business Park, Tokai.

Case No. 1790/2003

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and GOOLAM HAMIT, First Execution Debtor, and MIRANDA ELIZABETH HARICHARAN, Second Execution Debtor

Be pleased to take notice pursuant to a judgment granted by the above Honourable Court on 13th May 2003 and a Warrant of Execution issued against immovable property pursuant thereto the following immovable property will be sold to the highest bidder on the 19th August 2003 at 12.00 am at the premises situated at No. 2 Mulberry Way, Strandfontein:

The property: Erf 48196, Mitchells Plain, situated in the City of Cape Town, Cape Division, Western Cape Province, in extent 314 (three hundred and fourteen) square metres. situated at No. 15 Candian Street, Bayside, Strandfontein.

Improvements: Facebrick building, tiled roof, fully vibre-crete, burglar bars, 2 bedrooms, cement floors, open plan kitchen, lounge, bathroom & toilet (not guaranteed).

Date of sale: 19th August 2003 at 12.00 am.

Place of sale: No. 2 Mulberry Way, Strandfontein.

Material conditions:

1. 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 bank-guaranteed cheque upon signature of the Conditions of Sale and the balance on transfer together with the interest thereon calculated in the manner set out more fully 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 of the Magistrate's Court, Mitchells Plain South.

2. 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 charges R300 (three hundred rand).

Dated at Tokai on this 2nd day of July 2003.

Malcolm Gessler Inc., Attorneys for the Judgment Creditor, Unit 2, Azalea House, Tokai Business Park, Tokai.

Case No. 7263/2003

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and MOGAMAT SABRI SHADE, First Execution Debtor, and SAMALIKA ELY, Second Execution Debtor

Be pleased to take notice pursuant to a judgment granted by the above Honourable Court on 13th May 2003 and a Warrant of Execution issued against immovable property pursuant thereto the following immovable property will be sold to the highest bidder on the 12th August 2003 at 10.00 am at the premises of the Magistrate's Court, 1st Avenue, Eastridge, Mitchells Plain:

The property: Erf 28349, Mitchells Plain, situated in the City of Cape Town, Cape Division, Western Cape Province, in extent 693 (six hundred and ninety three) square metres, situated at No. 2 Oregon Avenue, Colorado Park, Mitchells Plain.

Improvements: 1 lounge, 1 kitchen, 3 bedrooms, 1 bathroom and toilet and 1 garage (not guaranteed).

Date of sale: 12th August 2003 at 10.00 am.

Place of sale: Magistrate's Court Premises, 1st Avenue, Eastridge, Mitchells Plain.

Material conditions:

1. 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 bank-guaranteed cheque upon signature of the Conditions of Sale and the balance on transfer together with the interest thereon calculated in the manner set out more fully 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 of the Magistrate's Court, Mitchells Plain North.

2. 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 charges R300 (three hundred rand).

Dated at Tokai on this 10th day of July 2003.

Malcolm Gessler Inc., Attorneys for the Judgment Creditor, Unit 2, Azalea House, Tokai Business Park, Tokai.

Case No. 1451/2003

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and IAN DAVID REYNIERSE, First Execution Debtor, and RENEE ELIZABETH REYNIERSE, Second Execution Debtor

Be pleased to take notice pursuant to a judgment granted by the above Honourable Court on 28th May 2003 and a Warrant of Execution issued against immovable property pursuant thereto the following immovable property will be sold to the highest bidder on the 15th August 2003 at 09.00 am at the premises of No. 16 Industrie Road, Kuils River:

The property: Erf 7464, Kraaifontein, situated in the City of Cape Town, Division Paarl, Western Cape Province, in extent 627 (six hundred and twenty seven) square metres, situated at No. 40 Kunene Street, Bonnie Brook, Kraaifontein.

Improvements: Asbestos roof, brick house with double garage, lounge, dining-room, kitchen, bathroom, 3 bedrooms, TV room (not guaranteed).

Date of sale: 15th August 2003 at 09.00 am.

Place of sale: No. 16 Industrie Road, Kuils River.

Material conditions:

1. 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 bank-guaranteed cheque upon signature of the Conditions of Sale and the balance on transfer together with the interest thereon calculated in the manner set out more fully 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 of the Magistrate's Court, Mitchells Plain North.

2. 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 charges R300 (three hundred rand).

Dated at Tokai on this 10th day of July 2003.

Malcolm Gessler Inc., Attorneys for the Judgment Creditor, Unit 2, Azalea House, Tokai Business Park, Tokai.

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

GAUTENG

KOPANO AFSLAERS (EDMS) BPK

VAN'S AUCTIONEERS PROPERTIES

OORSPRONKLIKE SKILDERYE EKSKLUSIEWE JUWELE

Behoorlik gelas deur die Kurator en die Likwidateur van die insolvente boedel **JH Pieters**, T950/03, en **Madikor 20**, T738/02, asook bestorwe boedel **I. Sichel**, I6160/02, sal ons die ondergenoemde by wyse van 'n publieke veiling verkoop aan die hoogste bieder op Saterdag, 9 Augustus om 11h00.

Plek van veiling: The Firs, Rosebank, next to the Hyatt Hotel.

Afslasnote: Reg van onttrekking voorbehou.

Besigtiging: Skakel die Afslaer.

Voorwaardes: R2 500,00 terugbetaalbare deposito met registrasie. Balans in kontant of bank gewaarborgde tjek sowel as 5,7% kopers kommissie (BTW ingesluit). Geen uitsondering. Verdere voorwaardes sal op dag van verkoping voorgelees word.

Navrae: Marco Dippenaar, (012) 562-0385/7 & 562-0420/1. www.kopanoauctions.co.za

BERNARDI AUCTIONEERS

Instructed by the Liquidator in the matter of **World Tour Operator's (Pty) Ltd**, T677/02, we will offer for auction: Office furniture and equipment to be sold at Bernardi Auctioneers, 1271 Church Street East, Hatfield, on Saturday, 02/08/2003 at 12:00.

Bernardi Auctioneers, (012) 430-6914/5.

PARK VILLAGE AUCTIONS

BATEJOHN (PTY) LTD (in liquidation)

MASTER'S REFERENCE NUMBER: T1299/03

Duly instructed by this Estate's Liquidator, we will offer for sale by way of public auction, on site at Portion 114 of the Farm Number 534, Nooitgedacht, Krugersdorp, District Gauteng Province, on Wednesday, 6 August 2003, commencing at 10:30 am, a well positioned smallholding with main dwelling, three income producing cottages and other improvements.

For further particulars and viewing contact the Auctioneer: Park Village Auctions, Telephone Number (011) 789-4375, Telefax Number (011) 789-4369. Website: <http://www.parkvillageauctions.co.za>. E-mail: ccherrington@parkvillage.co.za

ERPO AFSLAERS BK**INSOLVENTE VEILING**

Namens die kurator in die Insolvente Boedel: **R. J. Graham**, T2477/02, word die onderstaande per openbare veiling verkoop te Kappertijestraat 3, Riversdale, Meyerton op Vrydag, 8 Augustus 2003 om 11:00.

Aanbieding: Beskrywing: Kappertijestraat 3, Riversdale, Meyerton.

Bestaande uit: Oopplan sit-/eetkamer, kombuis, televisiekamer, werkskamer, 1 slaapkamer.

Terme: 15% deposito by val van hamer, bankgewaarborgde tjek of kontant, en goedgekeurde bankwaarborg binne 30 (dertig) dae vanaf veiling.

Bekragtiging: 7 (sewe) dae vanaf datum van veiling.

Navrae: Erpo Afslers BK, Heystekstraat 26, Rustenburg. Tel. (014) 597-2532/3.

KOPANO AFSLAERS (EDMS) BPK**GROOT ROERENDE BATE VEILING****INSOLVENTE BOEDEL: C. P. RHODEN, T663/03**

Behoorlik gelas deur Kurator sal ons die bogenoemde boedels se bates by wyse van 'n publieke veiling verkoop aan die hoogste bieder op Woensdag, 6 Augustus 2003 om 10:00.

Eksklusiewe meubels, potspel tafel, borrelbad met motor en vele meer.

Plek van veiling: Kopano Afslers, Hoewe 65, Lavenderlaan, Bon Accord.

Bogenoemde is onderhewig aan verandering sonder vooraf kennisgewing.

Besigtiging: 4de en 5de Augustus 2003.

Terme: R2 500,00. Terugbetaalbare deposito met registrasie. Balans in kontant of bankgewaarborgde tjek sowel as 5,7% koperskommissie (BTW ingesluit). Geen uitsondering. Verdere voorwaardes sal op dag van verkoping voorgelees word.

Aanwysings: Volg die veilingsborde.

Navrae: Marco Dippenaar, Tel. (012) 562-0385/7 en 562-0420/1. (www.kopanoauctions.co.za)

MPUMALANGA

INMORA AFSLAERS**DEELTITEL WOONSTELLE, LIKWIDASIE VEILING, MARCELLE COURT, NELSPRUIT**

Behoorlik gemagtig deur die Likwidateur in C-Town Planning Services (Edms.) Bpk., in likwidasie, sal die ondergenoemde eiendomme, sonder reserwe, per publieke veiling verkoop word op Vrydag, 8 Augustus 2003 om 11h00.

Deeltitel eenhede in die Skema Marcelle Court 210:

Wooneenheid 1—groot 80 m².

Wooneenheid 12—groot 70 m².

Wooneenheid 15—groot 77 m².

Beter bekend as Marcelle Court, h/v Bell- en Voortrekkerstraat.

Verbeteringe: Wooneenheid 1: 2 slaapkamers, sit-/eetkamer, balkon, kombuis, badkamer, enkeltoilet. Tans verhuur teen R1 500,00 per maand.

Wooneenheid 12: Enkelslaapkamer, sit-/eetkamer, balkon, kombuis, badkamer. Tans verhuur teen R1 600,00 per maand.

Wooneenheid 15: 1½ slaapkamer, sit-/eetkamer, kombuis, badkamer. Tans verhuur teen R1 500,00 per maand.

Voorwaardes van verkoping: 10% deposito en 6% kommissie (plus BTW) op die dag van die veiling. Balans per bankwaarborg binne 30 dae. Voorwaardes van verkoop is ter insae by die kantore van die afslers.

Besigtiging slegs op afspraak.

Afslersnota: Deeltitel eenhede in woonstelblok. Geskik vir latere omskepping in kantoorruimtes.

Adriaan Smuts, Tel. +27824422219, Van Niekerkstraat, Posbus 5633, Nelspruit, 1200. Tel. +27137532685. Faks +27137527079.

NORTHERN PROVINCE NOORDELIKE PROVINSIE

JACK KLAFF AFSLAERS

INSOLVENTE BOEDELVEILING: 2 X LANDBOUHOEWES/TSHIPISE EN WOONHUIS/MESSINA

In opdrag van die Kurator, Cynthia Harding Trustees (Edms.) Beperk, in die Insolvente Boedel van **Gert Petrus Jacobus en Lynette Theresa Pretorius**, Meestersverwysingsnommer T1358/03 sal ek verkoop by my kantore te Limpopolaan 10, Messina, 0900, op 21 Augustus 2003 om 11h00 as volg:

1. Erf 593, Messina-uitbreiding 1

1.1 Beskrywing van eiendom:

Erf 593, Messina-uitbreiding 1, Noordelike Provinsie, groot 1 499 vierkante meter, gehou kragtens Akte van Transport No. T84711/1996, beter bekend as Turnerlaan 11A, 11B, 11C en 11D.

1.2 Verbeterings: Daar is vier huise op die eiendom geleë naamlik:

Turnerlaan 11A: 1 slaapkamer, kombuis, sitkamer en 'n badkamer.

Turnerlaan 11B: 2 slaapkamers, kombuis, sitkamer en badkamer.

Turnerlaan 11C: 1 slaapkamer, badkamer, kombuis, sitkamer, stoep en 'n afdak.

Turnerlaan 11D: 2 kamers, 1 stoep en 1 lapa.

1.3 Besigtiging: Reël asseblief met die afslaer.

2. Gedeelte 55 en 56 van die plaas Havre 60, Registrasieafdeling MT, Noordelike Provinsie.

2.1 Gedeelte 56 van die plaas Havre 60, Registrasieafdeling MT, Noordelike Provinsie, groot 21,4133 hektaar, gehou kragtens Akte van Transport No. T710943/93.

Verbeterings: Daar is 'n 2-slaapkamerwoonhuis met badkamer, oopplan sit- en eetkamer en kombuis. Groot stoep, swembad, vleiskamer, enkelmotorhuis met werkskamer, skaapkraal met krip, 1 wildsuiping, halfgeboorde werkskamer, ± 1 hektaar landerye onder drupbesproeiing, wildwerend omhein, erf is omhein, Eskom-krag, 3 boorgate, waarvan 1 toegerus is.

2.2 Gedeelte 55 van die plaas Havre 60, Registrasieafdeling MT, Noordelike Provinsie, groot 21,4133 hektaar, gehou kragtens Akte van Transport No. T71043/93.

Verbeterings: Geen.

2.3 Afslaaersnota: Kan baie sterk aanbeveel word!

2.4 Verkoopsvoorwaardes: 15% deposito by wyse van bankgewaarborgde tjek op dag van veiling. Balans by wyse van 'n bankwaarborg binne 30 dae na bekragtiging wat sal plaasvind binne 14 dae na die veiling. Die verkoper behou die reg voor om die eiendom voor of tydens die veiling te onttrek.

2.5 Besigtiging: Reël asseblief met die afslaer.

2.6 Ligging: Neem die Messina-Tshipise-pad vir ongeveer 20 km. Draai regs op die Havre-grondpad (by die Vodacom-toring). Volg die pad vir ± 6 km. Draai regs by die ingang. Volg wegwysers. Kaarte is beskikbaar by afslaer.

Navrae: Jack Klaff Afslaers. Tel. (015) 543-2006/2120. Sel 082 808 2471. (Webblad: <http://www.jackklaff.co.za>) (E-pos: jackklaff@limpopo.co.za)

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