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No. 25305

**B**

**LEGAL NOTICES**

**WETLIKE**

**PART 2  
DEEL 2**

**KENNISGEWINGS**

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



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

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

**The Judgment Creditor in the undermentioned is: PEOPLES BANK LIMITED**

In pursuance of a judgment in the Magistrate's Court at Tlhabane and a writ of execution thereto, the following property will be sold in execution on Friday, 29 August 2003 by public auction to the highest bidder, namely:

**1. Case No: 2771/03.****Judgment Debtor(s): MR TA & MRS KC MOLALE (Mortgage Bond Acc No: 8308 3197 00101).**

*Property:* Erf 3431, situate in the township Meriting Extension 3, District Bafokeng, Registration Division J.Q., Province North West.

*Also known as:* Erf 3431, Meriting Extension 3, District Bafokeng.

*Measuring:* 273 (two hundred and seventy three) square metres.

*Held by:* Deed of Grant No. TG77491/1998.

*Improved property:* There is said to be erected 1 dwelling house, consisting of: 2 bedrooms, 1 bathroom with toilet, 1 lounge and 1 kitchen.

*To be sold at:* The Magistrate's Court, Tlhabane.

*Time:* 10h00.

**2. Case No: 3072/03.****Judgment Debtor(s): MR JK THEJANE (Mortgage Bond Acc No: 8473 9525 00101).**

*Property:* Erf 452, situate in the township Meriting Extension 1, District Bafokeng, Registration Division J.Q., Province North West.

*Also known as:* Erf 452, Meriting Extension 1, District Bafokeng.

*Measuring:* 234 (two hundred and thirty four) square metres.

*Held by:* Deed of Grant No. TG57945/1998.

*Improved property:* There is said to be erected 1 dwelling house, consisting of: 2 bedrooms, 1 bathroom with toilet, 1 lounge and 1 kitchen.

*To be sold at:* The Magistrate's Court, Tlhabane.

*Time:* 10h00.

**3. Case No: 196/03.****Judgment Debtor(s): MR EO PAKO (Mortgage Bond Acc No: 8307 2449 00101).**

*Property:* Erf 3340, situate in the township Meriting Extension 3, District Bafokeng, Registration Division J.Q., Province North West.

*Also known as:* Erf 3340, Meriting Extension 3, District Bafokeng.

*Measuring:* 416 (four hundred and sixteen) square metres.

*Held by:* Deed of Grant No. TG10318/1998.

*Improved property:* There is said to be erected 1 dwelling house, consisting of: 3 bedrooms, 1 bathroom, 1 toilet, 1 lounge and 1 kitchen.

*To be sold at:* The Magistrate's Court, Tlhabane.

*Time:* 10h00.

Subject to the following conditions, namely that:

(a) The property/grant of leasehold shall be sold "voetstoots" and without reserve to the highest bidder and the sale be subject to the conditions of Section 66 of the Magistrate's Court Act, to the approval of the first mortgager, Peoples Bank Limited, and to the conditions of the Sale in Execution.

(b) 10% (ten percent) of the purchase price will be paid in cash to the Judgment Creditor directly after the balance of the purchase price plus interest thereon on date of transfer, secured by an approved Bank or Building Society Guarantee within 21 (twenty one) days from the date of sale.

(c) The improvements alleged to be affixed to the property are not guaranteed.

(d) The conditions of Sale in Execution (which must be signed directly after the sale) may be inspected during office hours at the office of the Magistrate's Court, Motsatsi Street, Tlhabane.

Signed at Rustenburg on this the 29th day of July 2003.

(sgd) GC van der Merwe, Immelman Visagie & Van der Merwe Inc., 57 Berg Street, Rustenburg, 0299; P.O. Box 673, Rustenburg, 0300. Ref: Van der Merwe/GG. Tel: (014) 59 29315/6.

**Case No: 1877/2000**

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

**In the matter between: PEOPLES BANK LIMITED (formerly known as FBC FIDELITY BANK LTD), Execution Creditor, and ETHEL MOSERWA MALAO, Execution Debtor**

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Sheriff for the Magistrate's Court for the district of Molopo at the office of the Sheriff, Molopo, 24 James Watt Crescent, Industrial Sites, Mafikeng on Wednesday, the 3rd day of September 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 Sheriff, Molopo.

*Address:* Site 3901, Unit 12, Mmabatho, District Moloopo.

*Extent:* 431 (four hundred and thirty one) square metres.

*Held:* In terms of Deed of Grant No. 4299/1992.

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

*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 31st day of July 2003.

R. van Rooyen, Van Onselen & Van Rooyen Inc., Plaintiff's Attorneys, 9 Proctor Avenue, Mafikeng. Ref: Van Rooyen/avr/JF34/97.

**Case Number: 1613/2003**

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

**In the matter between: ESKOM FINANCE COMPANY (PTY) LTD, No. 1990/001322/07, Plaintiff, and  
PHUMLILE WINNIFRED NOMCEBO DLAMINI, Defendant**

Please take notice that pursuant to Judgment of the High Court of South Africa (Transvaal Provincial Division) the property described hereunder will be sold voetstoots, in execution at 2 Flora Avenue, Adamayview, Klerksdorp on Friday, 29 August 2003 at 13:00, in terms of the Conditions of Sale which may be inspected at the offices of the Sheriff, Klerksdorp, 23 Leask Street, Klerksdorp.

*Certain:* Erf 14, Adamayview Township; Registration Division IP, North West; measuring 1 195 (one one nine five) square metres; held under Deed of Transfer T38368/2001; also known as 2 Flora Avenue, Adamayview, Klerksdorp.

*Improvements:* 1 x lounge with carpet, 1 x diningroom with carpet, 1 x passage with carpet, main bedroom with carpet, 2 x bedrooms with carpet and built in cupboards, 1 x bathroom with toilet, 1 x kitchen with built in cupboards, all the opening windows have burglar bars, all doors protected by security doors, 1 x garage with roll door, servant's room with toilet, tiled roof, paved entrance, concrete fencing all around with electronic gates.

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

1. The sale shall be without reserve and the property shall be sold to the highest bidder.
2. The purchase price of the property shall be paid by way of deposit of 10% (ten percent) at the conclusion of the sale and for the balance of the purchase price within thirty (30) days from date of sale.
3. The property and any improvements thereon shall be sold voetstoots.
4. The Purchaser shall be liable for all arrear rates, taxes, charges etc. owing in respect of the property together with interest calculated on the purchase price as determined by the Execution Creditor.

Dated at Pretoria this the 25th day of July 2003.

Plaintiff's Attorneys of Record, Molta Conradie Incorporated, Suite 515, 5th Floor, Yorkcor Park, 86 Watermeyer Street, Val-De-Grace; P O Box 4665, Docex 268, Pretoria, 0001. Tel: (012) 804-6446, Fax: (012) 804-6451. Ref: F S Molta/t/10423.

**Saak No. 15238/2001**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

**In die saak tussen ABSA BANK, Eiser, en THAMSAQA SAMUEL MOKWAAI, 1ste Verweerder, en  
SUSAN MOSHABI MOKWAAI, 2de Verweerder**

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 30 Julie 2001 en daaropvolgende Lasbrief vir Eksekusie, die hiernagemelde eiendom om 10:00 op 19 September 2003 te die Balju, Klerksdorp, Leaskstraat, Klerksdorp, geregteelik verkoop sal word, naamlik:

Erf 3439, Jouberton Uitbreiding 7 Dorpsgebied, Registrasie Afdeling IP, provinsie Noordwes, groot 325 vierkante meter, gehou kragtens Akte van Transport TL25216/1990, ook bekend as Huis 3439, Jouberton Uitbreiding 7, Klerksdorp.

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

1. Tien persent van koopsom op datum van veiling.
2. Balans van die koopsom, plus rente, binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige bestaande huurkontrak.

Gedateer te Klerksdorp op hede die 24ste Julie 2003.

Botha De Wet & Rood, Prokureurs vir Eiser, Regsforumgebou, Pretoriastraat 8, Klerksdorp; Posbus 33, Klerksdorp, 2570. Tel. (018) 462-3751. Verw. mnr. A. Mitchell/HS/AA0019.

Aan: Die Balju van die Landdroshof.



Case No. 27482/1998

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

**In the matter between: SENWES LIMITED, Plaintiff, and MATTHYS JOHANNES UYS, Defendant**

In execution of a Judgment in the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned matter, a sale in execution will be held at Magistrate's Office, Malan Street, Koster, on Friday, the 26th of September 2003 at 09h00 of the Defendant's undermentioned property without a reserve price and on the conditions to be read out by the Auctioneer namely the Sheriff, Koster, prior to the sale and which conditions can be inspected at the Sheriff, Koster, 90 Kerk Street, Derbi, prior to the sale:

Portion 1 of the Farm 442, Registration Division I.P., North West Province, in extent 953,5697 hectares, held under Deed of Transfer T29319/1979.

*Improvements* (which are not warranted to be correct and are not guaranteed): —.

*Zoning*: Agricultural.

*Conditions*: 10% (ten per cent) of the purchase price on the day of sale and the balance payable against registration of transfer to be secured by a Bank or Building Society guarantee or any other acceptable guarantee to be furnished to the Sheriff within 14 (fourteen) days from the date of the sale.

Dated at Pretoria on this the 4th day of August 2003.

Van Zyl Le Roux & Hurter Inc., Attorneys for Plaintiff, 13th Floor, SAAU Building, cnr Andries & Schoeman Streets, PO Box 974, Pretoria, 0001; Docex 97, Pretoria. Tel. 300-5000. Ref. L. le Roux/MM/161649.

And: The Registrar of the High Court, Pretoria.

Case No. 2070/2003

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

**In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and BLUE CHAMELEON INVESTMENTS NUMBER 2 (PTY) LTD, 1st Defendant, PORTION 3 ERF 161 ILLOVO CC, 2nd Defendant, TULI ROCK CAMP (PTY) LTD & ANOTHER, 3rd Defendant, PEACANPROPS 91 CC, 4th Defendant, SOLOMON: SEFTON ANTHONY, N.O. (Trustee for the time being of the LOPEZ FAMILY TRUST), 5th Defendant, SOLOMON: ABRAHAM AARON, N.O. (Trustee for the time being of the LOPEZ FAMILY TRUST), 6th Defendant, and SOLOMON: SEFTON ANTHONY, 7th Defendant**

In pursuance of a judgment in the above Honourable Court against the above-mentioned Defendants declaring the mortgaged property executable a sale without reserve of the following property registered in the name of the Lopez Family Trust will be held at Erf 202, Pecanwood Extension 4 Township, Brits, on 29 August 2003 at 13h00:

*Description*: Erf 202, Pecanwood Extension 4 Township, Registration Division J.Q., the Province of North West, in extent 520 square metres, held under Deed of Transfer No. T.91462/1997.

*Improvements*: Nothing in this respect is guaranteed.

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

Auctioneer's charges on the date of sale, to be calculated as follows: 5 per cent on the first R30 000,00 of the proceeds of the sale and 3 per cent on the balance thereof, subject to a maximum of R7 000,00 in total and a minimum of R300,00 (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account), which commission shall be paid by the purchaser immediately on closing of the bid.

The conditions of sale may be inspected during office hours at the office of the Sheriff, Brits, 9 Smuts Street, Brits.

Signed at Johannesburg on 28 July 2003.

Bell Dewar & Hall, Plaintiff's Attorneys, 37 West Street, PO Box 1972, Houghton. Tel. 710-6016. Fax: 710-6116. E-mail: lvn@belldewar.co.za. Ref. Liezel van Niekerk/137768.

Case No. 13350/2003

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and SEGOTSO: SEFANYETSO ERNEST, Defendant**

A sale in execution will be held on Friday, 29 August 2003 at 11h00 by the Sheriff for Potchefstroom at the Main Entrance, Magistrate's Court, Van Riebeeck Street, Potchefstroom, of—

Erf 2028, Promosa Extension 2, Registration Division IQ, North West Province, in extent 567 (five hundred and sixty seven) square metres, also known as 57 Montana Avenue, Promosa X 2, Potchefstroom.

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

Inspect Conditions at the Sheriff, Potchefstroom, at 20 Borrius Street, Potchefstroom.

Dated at Pretoria on this the 30th day of July 2003.

J. A. Alheit, Attorney for the Plaintiff, of MacRobert Inc, c/o Muller Mostert & Partners, cor. Moorivier Drive/Totius Street, PO Box 208, Potchefstroom, 2520. Tel. No. (018) 297-3841. Ref. AVE/JVDB/10558.



Case No. 2070/2003

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

**In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and BLUE CHAMELEON INVESTMENTS NUMBER 2 (PTY) LTD, 1st Defendant, PORTION 3 ERF 161 ILLOVO CC, 2nd Defendant, TULI ROCK CAMP (PTY) LTD & ANOTHER, 3rd Defendant, PEACANPROPS 91 CC, 4th Defendant, SOLOMON: SEFTON ANTHONY, N.O. (Trustee for the time being of the LOPEZ FAMILY TRUST), 5th Defendant, SOLOMON: ABRAHAM AARON, N.O. (Trustee for the time being of the LOPEZ FAMILY TRUST), 6th Defendant, and SOLOMON: SEFTON ANTHONY, 7th Defendant**

In pursuance of a judgment in the above Honourable Court against the above-mentioned Defendants declaring the mortgaged property executable, a sale without reserve of the following property registered in the name of the 4th Defendant will be held at Section No. 37, Pecanwood Boat Houses B C, Pecanwood Extension 13 Township, Madibeng Local Municipality, Brits, on 29 August 2003 at 13h00:

**Description:** Section No. 37, more fully described on Sectional Plan No. 692/2000, in the scheme known as Pecanwood Boat Houses B C in respect of the land and building or buildings situated at Pecanwood Extension 13 Township, Madibeng Local Municipality, Brits, of which the floor area is 33 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 ST96613/2000.

**Improvements:** Nothing in this respect is guaranteed. Boat Houses B C.

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

Auctioneer's charges on the date of sale, to be calculated as follows: 5 per cent on the first R30 000,00 of the proceeds of the sale and 3 per cent on the balance thereof, subject to a maximum of R7 000,00 in total and a minimum of R300,00 (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account), which commission shall be paid by the purchaser immediately on closing of the bid.

The conditions of sale may be inspected during office hours at the office of the Sheriff, Brits, 9 Smuts Street, Brits.

Signed at Johannesburg on 28 July 2003.

Bell Dewar & Hall, Plaintiff's Attorneys, 37 West Street, PO Box 1972, Houghton. Tel. 710-6016. Fax: 710-6116. E-mail: [lvn@belldewar.co.za](mailto:lvn@belldewar.co.za). Ref. Liezel van Niekerk/137768.

Case No. 16300/2003

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 FATIMA CADER, Defendant**

A Sale in Execution of the undermentioned property is to be held without reserve at the Main Entrance, Magistrate's Building, De Kock Street, Vryburg, on Friday, the 29th day of August 2003 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Vryburg, at 32 Vry Street, Vryburg, and will be read out prior to the sale.

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

**Property:** Section No. 5, in the scheme known as The Manor, known as Unit 5, The Manor, Andries Chiappini Street, Vryburg.

**Improvements:** Lounge, dining-room, open scheme kitchen, 2 bedrooms, 2 bathrooms.

Hack Stupel & Ross, Attorneys for the Plaintiff, PO Box 2000, Pretoria. Tel. (012) 325-4185. Ref. Mr B. du Plooy/Jonita/GP5043.

Case No. 16300/2003

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 FATIMA CADER, Defendant**

A Sale in Execution of the undermentioned property is to be held without reserve at the Main Entrance, Magistrate's Building, De Kock Street, Vryburg, on Friday, the 29th day of August 2003 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Vryburg, at 32 Vry Street, Vryburg, and will be read out prior to the sale.

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

**Property:** Section No. 5, in the scheme known as The Manor, known as Unit 5, The Manor, Andries Chiappini Street, Vryburg.

**Improvements:** Lounge, dining-room, open scheme kitchen, 2 bedrooms, 2 bathrooms.

Hack Stupel & Ross, Attorneys for the Plaintiff, PO Box 2000, Pretoria. Tel. (012) 325-4185. Ref. Mr B. du Plooy/Jonita/GP5043.

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**WESTERN CAPE  
WES-KAAP**

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**Case No: 3179/03  
Box 299****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 FAWZIAH KNOWLDEN, Identity Number: 5211140111087, unmarried, Defendant**

A Sale in Execution of the undermentioned property is to be held without reserve at the premises situated at 110 Pienaar Road, Milnerton on 25 August 2003 at 11h00.

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 2074, Milnerton, in the Municipality of Blaauwberg, Cape Division, Western Cape Province.

*In extent:* 945 (nine hundred and forty five) square metres, held by Deed of Transfer No. T47029/1994, subject to the conditions therein contained.

*Situated at:* 110 Pienaar Road, Milnerton.

*Improvements:* 3 x bedrooms, 1 x bathroom, 2 x showers, 3 x wc, 3 x out garage, 1 x laundry, 1 x outbuilding.

Dated at Cape Town on this 24 day of July 2003.

Steyl-Vosloo, Per: L J Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. Tel. (021) 424-6377/8/9. Ref: LJV/fa/FV0249.

**Case No: 4778/03  
Box 299****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 TYRON HERMAN, Identity Number: 7511135059086, unmarried, 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 28 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 30733, Mitchells Plain, situate in the City of Cape Town, Cape Division, Province of the Western Cape.

*In extent:* 162 (one hundred and sixty two) square metres, held by Deed of Transfer No. T96954/1999, subject to the terms and conditions therein referred to.

*Situated at:* 131 Korfbal Street, Beacon Valley, Mitchells Plain.

*Improvements:* 1 x lounge, 1 x dining room, 1 x kitchen, 2 x bedrooms, 1 x bathroom, 1 x carport.

Dated at Cape Town on this 30 day of July 2003.

Steyl-Vosloo, Per: L J Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. Tel. (021) 424-6377/8/9. Ref: LJV/fa/FV0246.

**Case No: 944/02  
Box 299****IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)****In the matter between: SAAMBOU BANK LIMITED (under Curatorship in terms of Section 69 of the Bank Act 94/1990), Plaintiff, and MOGAMAT MUSTAPHA MARTIN, Identity Number: 5001025114086, First Defendant, and KAASA MARTIN, Identity Number: 4803150603085, 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 Offices of the Sheriff, Mitchells Plain South, situated at 2 Mulberry Way, Strandfontein on 26 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 2202, Mitchells Plain, in the area of the Transitional Metropolitan Substructure of Cape Town, Division Cape, in the Province of the Western Cape.

*Extent:* 394 (three hundred and ninety four) square metres, held by Deed of Transfer No. T12011/1988.

*Situated at:* 4 Walvis Road, Strandfontein, Mitchells Plain.

*Improvements:* 1 x lounge, 1 x separate kitchen, 3 x bedrooms, 1 x bathroom and toilet.

*Granny flat:* 1 x kitchen, 2 x bedrooms, 1 x bathroom and toilet.

Dated at Cape Town on this 25 day of July 2003.

Steyl-Vosloo, Per: L J Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. Tel. (021) 424-6377/8/9. Ref: LJV/fa/LV0109.

Case No. 4499/03  
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 IVAN KEITH ABRAHAMS, Identity Number: 5712315005079, First Defendant, and MARLENE LORNA ABRAHAMS, Identity Number: 6209200201011, Second Defendant, married in community of property to each other**

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff's Office, Kuils River situated at 16 Industry Street, Kuils River on 27 August 2003 at 9h00.

Full conditions of sale can be inspected at the Sheriff, Kuils River situated at 29 Northumberland Street, Bellville and will be read out prior to the sale.

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

*Property:* Erf 10278, Kuils River, situate in the Area of the Transitional Metropolitan Substructure of Kuils River, Division Stellenbosch, Western Cape Province, in extent 398 (three hundred and ninety eight) square metres, held by Deed of Transfer No. T6348/1996, subject to the conditions therein contained, and especially to the reservation of mineral rights in favour of the state, situated at 27 Arendse Street, Highbury, Kuils River.

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

Dated at Cape Town on this 24 day of July 2003.

Steyl-Vosloo, L J Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. Ref: LJV/la/LV0111.

Case No. 3657/03

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 JOHAN VAN WYK, Judgment Debtor**

In execution of the judgment of the above Honourable Court dated 30th June 2003, a sale in execution will be held on Thursday, 28th August 2003 at 09h00 in front of the Court House, Atlantis, where the following property will be sold by the Sheriff of the High Court, Malmesbury, to the highest bidder:

Erf 4595, Wesfleur, in the Blaauwberg Municipality, Cape Division, Province of the Western Cape, in extent 207 (two hundred and seven) square metres, held under Deed of Transfer No: T115741/1998, also known as 14 Phlox Crescent, Protea Park, Wesfleur, Atlantis.

No guarantee is given, but according to information, the property consists of: Building consisting of 2 living rooms, 3 bedrooms, kitchen, bathroom and garage.

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

Dated at Cape Town on this 15th day of July 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/TV0888.)



Case No. 3570/2003

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 SANDILE JASON MAWELA, Judgment Debtor**

In execution of the judgment of the above Honourable Court dated 20th June 2003, a sale in execution will be held on Wednesday, 27th 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 6744, Eerste River, in the City of Cape Town, Stellenbosch Division, Province of the Western Cape, in extent 240 (two hundred and forty) square metres, held under Deed of Transfer No: T104022/2002, also known as: 10 Bon Esperanse Crescent, Eerste River.

No guarantee is given, but according to information, the property consists of: Building consisting of 1 living room, 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 15th day of July 2003.

Balsillies Incorporated, Judgment Creditor's Attorneys, M Mynhardt-Wilson, 3rd Floor, Wale Street Chambers, 33 Church Street, Cape Town. (021) 423-2120, Fax: (021) 426-1580. (Ref. MMW/vw/TV0899.)

Saaknr. 33335/02

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WYNBERG GEHOU TE WYNBERG

**In die saak tussen PEOPLES BANK BEPERK, Eiser, en RANDALL MARK MOSES, Eerste Verweerder, en RENE DAWN MOSES, Tweede Verweerder**

Ter uitvoering van 'n vonnis verkry in die Landdroshof, Wynberg, gedateer 3 April 2003 en 'n lasbrief vir eksekusie, sal die hiernabeskrewe vaste eiendom op Vrydag, 5 September 2003 om 10h00, by die Landdroskantoor, Kerkstraat, Wynberg, per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe.

Erf 3806 (gedeelte van Erf 3800), Ottery, geleë in die Stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 301 vierkante meter, gehou kragtens Transportakte Nr. T68075/99.

*Liggingsadres:* Parkslot 5, Ottery.

*Verkoopvoorwaardes:*

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalinge van die Wet op Landdroshofe en Reëls asook die voorwaardes van die titelakte 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 Verweerders 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 Vonnissskuldeiser voorsien van 'n bank- of bouverenigingwaarborg 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, Wynberg-Suid, en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

*Die verbeteringe is die volgende:* Enkel woning, baksteenmure, teëldak, 2 slaapkamers, sitkamer, kombuis, badkamer/toilet en motorhuis.

Gedateer te Durbanville hierdie 15de dag van Julie 2003.

Smit Kruger Ingelyf, Wellingtonweg 32, Posbus 33, Durbanville, 7550. (Verw. ADK/CC/B02441.)

Saaknr. 1728/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STRAND GEHOU TE STRAND

**In die saak tussen FBC FIDELITY BANK BEPERK, Eiser, en C M JETHRO, Verweerder**

Ter uitvoering van 'n vonnis verkry in die Landdroshof, Strand, gedateer 26 Mei 2000 en 'n lasbrief vir eksekusie, sal die hiernabeskrewe vaste eiendom op Woensdag, 3 September 2003 om 10h00, by die perseel per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe.

Erf 2329, Strand, geleë in die stad Kaapstad, afdeling Stellenbosch, provinsie Wes-Kaap, groot 496 vierkante meter, gehou kragtens Transportakte Nr. T61974/99.

*Liggingsadres:* Mydrechtstraat 13, Strand.

**Verkoopvoorwaardes:**

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshowe en Reëls asook die voorwaardes van die titelakte 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 Vonnisksuldeiser voorsien van 'n bank- of bouverenigingwaarborg 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, Strand, en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

*Die verbeteringe is die volgende:* 4 x woonstelle (2 x slaapkamers, badkamer, sitkamer, kombuis).

Gedateer te Durbanville hierdie 15de dag van Julie 2003.

Smit Kruger Ingelyf, Wellingtonweg 32, Posbus 33, Durbanville, 7550. (Verw. ADK/CC/B01680.)

**Saaknr. 10424/03****IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN****In die saak tussen PEOPLES BANK BEPERK, Eiser, en EDWARD MICHAEL WILLEMBURG, Eerste Verweerder, en SORAYA WILLEMBURG, Tweede Verweerder**

Ter uitvoering van 'n vonnis verkry in die Landdroshof, Mitchells Plain, gedateer 20 Junie 2003 en 'n lasbrief vir eksekusie, sal die hiernabeskrewe vaste eiendom op Donderdag, 4 September 2003 om 12h00, by die Baljukantore, Mulberryweg 2, Strandfontein, per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe.

Erf 33651, Mitchells Plain, geleë in die stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 131 vierkante meter, gehou kragtens Transportakte Nr. T98067/2002.

*Liggingsadres:* Twickenhamsingel 50, Beacon Valley, Mitchells Plain.

**Verkoopvoorwaardes:**

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshowe en Reëls asook die voorwaardes van die titelakte 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 Verweerders 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 Vonnisksuldeiser voorsien van 'n bank- of bouverenigingwaarborg 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, Mitchells Plain-Suid, en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

*Die verbeteringe is die volgende:* Baksteengebou, asbesdak, ten volle omhein met vibre-crete, diefwering, 3 slaapkamers, sementvloere, aparte kombuis, sitkamer, badkamer en toilet.

Gedateer te Durbanville hierdie 16de dag van Julie 2003.

Smit Kruger Ingelyf, Wellingtonweg 32, Posbus 33, Durbanville, 7550. (Verw. ADK/CC/B02665.)

**Case No: 495/03  
BOX 15****IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)****In the matter between NEDCOR BANK LIMITED versus ERIC JOHN JOHNSON and JACQUELINE ELMARIE JOHNSON**

The following property will be sold in execution by public auction held at Sheriff Kuils River, 16 Industry Street, Kuils River, to the highest bidder on Monday, 25 August 2003 at 9.00 am:

Erf 18099, Blue Downs, in extent 215 (two hundred and fifteen) square metres, held by Deed of Transfer T47513/2001, situate at 86 Stemberry Street, Blueberry Hill, Blue Downs.

**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: Kitchen, bathroom/toilet, 2 bedrooms, diningroom.

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 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 July 2003.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. Tel: 406-9100. (Ref: Mrs D. JARDINE/C51568.)

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**Case No: 2238/02**

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

**In the matter between NEDCOR BANK LIMITED versus PETER STANLEY JOHNSON and TANIA CHANTEL JOHNSON**

The following property will be sold in execution by public auction held at Mitchell's Plain Court, to the highest bidder on Tuesday, 26 August 2003 at 10:00 am:

Erf 42923 Mitchell's Plain, in extent 242 (two hundred and forty two) square metres, held by Deed of Transfer T66843/1999, situate at 17 Natalie Street, Lentegeur, Mitchell's Plain.

*Conditions of sale:*

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

2. The following information is furnished but not guaranteed: Free standing dwelling under asbestos roof, lounge, kitchen, bathroom/toilet, 3 bedrooms, garage.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 15,50% 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 July 2003.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. Tel: 406-9100. (Ref: Mrs D. JARDINE/C30550.)

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**Case No: 30931/96**

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

**In the matter between NEDCOR BANK LIMITED versus ESMÉ MARTHA DAVIDS and CAVIN PETER DAVIDS**

The following property will be sold in execution by public auction held at 23 Barbette Road, Ottery, to the highest bidder on Friday, 29 August 2003 at 11:00 am:

Erf 451, Ottery, in extent 481 (four hundred and eighty one) square metres, held by Deed of Transfer T4552/1996, situate at 23 Barbette Road, Ottery.

*Conditions of sale:*

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

2. The following information is furnished but not guaranteed: Single dwelling, brick walls, tiled roof, 3 bedrooms, lounge, kitchen, bathroom/toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 15,50% 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 July 2003.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. Tel: 406-9100. (Ref: Mrs D. JARDINE/C54606.)

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**Case No: 21564/01**

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

**In the matter between NEDCOR BANK LIMITED versus JOHN HENRY ABRAHAMS and INGRID ABRAHAMS**

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 Tuesday, 26 August 2003 at 12 noon:

Erf 9244, Mitchells Plain, in extent 185 (one hundred and eighty five) square metres, held by Deed of Transfer T42121/2001, situate at 17 Ospray Way, Rocklands, Mitchells Plain.



*Conditions of sale:*

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

2. The following information is furnished but not guaranteed: Brick building, tiled roof, fully vibre-crete fence, burglar bars, carport, 3 bedrooms, cement floors, open plan kitchen, lounge, bathroom/toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest 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 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 10th day of July 2003.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town.  
Tel: 406-9100. (Ref: Mrs D. JARDINE/C46328.)

**Case No. 2836/2000****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE****In the matter between: ABSA BANK LIMITED, Plaintiff, and EUGENE CLAYTON CROY, 1st Defendant, and SANDRA WILHELMINA CROY, 2nd Defendant**

In pursuance of a Judgment granted on the 18/02/2000, in the Bellville Magistrate's Court, the following property will be sold to the highest bidder on 29/08/2003 at 12h00, at 3a Rue Robert Street, Glenhaven Estates, Bellville:

*Property description:* Erf 24018, Bellville, in the City of Tygerberg, Cape Division, Western Cape Province, in extent five hundred and nineteen (519) square metres, held by Deed of Transfer No. T27218/89, situate at 3a Rue Robert Street, Glenhaven Estates.

*Improvements:* Double storey dwelling: 3 bedrooms, lounge, kitchen, laundry, games room, 1 1/2 bathrooms, 2 toilets, guest toilet, garage (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Bellville.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 15,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The Purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Bellville this 24 July 2003.

Van Niekerk Groenewoud & Van Zyl Inc, Plaintiff's Attorneys, Per: W. J. M. Saaiman, 204 Santyger Building, 313 Durban Road, Bellville, 7530; P.O. Box 3888, Tyger Valley, 7536. Tel: (021) 915-4900. Ref: A0482/189/WS/Irma Otto.

**Case No. 912/02****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS****In the matter between: ABSA BANK LIMITED, Plaintiff, and TONY MICHAEL SEPTEMBER, 1st Defendant, and CLARA SEPTEMBER, 2nd Defendant**

In pursuance of a Judgment granted on the 7/02/2000, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 27/08/2003 at 09h00, at Atlantis Court House.

*Property description:* Erf 4931, Wesfleur, situate in the City of Cape Town, Cape Division, Province of the Western Cape, in extent five hundred and ninety five (595) square metres, held by Deed of Transfer No. T8015/1990, situate at 35 Nimrod Street, Saxonsea, Atlantis.

*Improvements:* Dwelling: 3 bedrooms, lounge, diningroom, kitchen, bathroom, toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 15,5%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The Purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Bellville this 23 July 2003.

Van Niekerk Groenewoud & Van Zyl Inc, Plaintiff's Attorneys, Per: W. J. M. Saaiman, 204 Santyger Building, 313 Durban Road, Bellville, 7530; P.O. Box 3888, Tyger Valley, 7536. Tel: (021) 915-4900. Ref: A0482/532/WS/Irma Otto.

Case No. 123/03

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

**In the matter between: ABSA BANK LIMITED, Plaintiff, and KAREL JANTJIES, 1st Defendant, and  
CHANTAL RUITERS, 2nd Defendant**

In pursuance of a Judgment granted on the 25/03/2003, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 27/08/2003 at 09:00 at Atlantis Court House:

*Property description:* Erf 9938, Wesfleur, in the City of Cape Town, Division Cape, Western Cape, in extent one hundred and ninety-eight (198) square metres, held by Deed of Transfer No. T85651/01, situated at 146 Grosvenor Street, Avondale, Atlantis.

*Improvements: Dwelling:* 2 bedrooms, lounge, kitchen, bathroom (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 17%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The Purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Bellville this 23 July 2003.

Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, per: W J M Saaman, 204 Santyger Building, 313 Durban Road, Bellville, 7530, P O Box 3888, Tyger Valley, 7536. Tel. (021) 915-4900. Ref. A0482/549/WS/Irma Otto.

Case No. 216/03

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

**In the matter between: ABSA BANK LIMITED, Plaintiff, and JEROME DEON JANUARY, Defendant**

In pursuance of a Judgment granted on the 19/05/2003, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 27/08/2003 at 09:00 at Atlantis Court House:

*Property description:* Erf 5484, Wesfleur, situated in the Blaauwberg Municipality, Division Cape, Western Cape, in extent two hundred and six (206) square metres, held by Deed of Transfer No. T67133/97, situated at 19 Beverley Lane, Beaconhill, Atlantis.

*Improvements: Dwelling:* 2 bedrooms, lounge, kitchen, bathroom (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 15.5%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The Purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Bellville this 23 July 2003.

Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, per: W J M Saaman, 204 Santyger Building, 313 Durban Road, Bellville, 7530, P O Box 3888, Tyger Valley, 7536. Tel. (021) 915-4900. Ref. A0482/556/WS/Irma Otto.

Case No. 9781/02

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

**In the matter between: NEDBANK LIMITED, Plaintiff, and VICTOR RICHARD FEBRUARY, 1st Defendant, and  
SALOME CHRISTIANS, 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 27th 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 4858, Brackenfell, in extent 356 square metres, held under Deed of Transfer T49590/01 and situated at 4 Eversdal Street, Northpine.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Tiled roof, brick walls, lounge, dining-room, kitchen, 3 bedrooms, bathroom, toilet, outside braai, backyard paved, single garage.

**Terms:**

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

2. Auctioneer's charges, payable on the day of the sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000,00 (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; P O Box 23304, Docex 1, Claremont, 7735. Tel: 674-3175. Fax: 674-4694. Ref. M T SCÄFER/TS/Z07233.

**SALE IN EXECUTION****NEDCOR BANK LIMITED versus S. and C. LOMBARD**

**Paarl, Case No. 1129/00.**

*The property:* Erf 8516, Paarl, in extent 379 square metres, situate at 196 Klein Drakenstein Road, Paarl.

*Improvements* (not guaranteed): 3 bedrooms, bathroom/toilet, 1 other room.

*Date of sale:* 28 August 2003 at 10:00 am.

*Place of sale:* Paarl 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, Paarl.

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

**Saak No. 5080/03**

**IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER****In die saak tussen ABSA BANK BEPERK, Eiser, en SARAH MALGAS, Verweerderes**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 26 Mei 2003 sal die hiernabeskrewe onroerende eiendom in eksekusie verkoop word op Woensdag, 3 September 2003 om 09h00 voor die Balju-kantoor, Industriestraat, 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 3007, Kleinvlei, in die Stad Kaapstad, Afdeling Stellenbosch, Provinsie van die Wes-Kaap, geleë te Prunis Slot 16, Forest Heights, Kleinvlei, groot 216 vierkante meter, gehou kragtens Transportakte No. T13505/1994.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met asbesdak, drie slaapkamers, kombuis, sitkamer, badkamer en 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 koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,5% per jaar (en ingeval die onroerende 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 de Balju, mnr. I. J. Hugo, Northumberlandstraat 29, Bellville. [Tel. (021) 948-8326.]

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow.

*Datum en verwysing:* 23 Julie 2003. (JF/ CVS/A1026.)

**Saak No. 15105/99**

**IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN****In die saak tussen ABSA BANK BEPERK, Eiser, en ANTHONY COGILL, Eerste Verweerder, en COLLEEN BARBARA GOCILL, Tweede Verweerderes**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 9 September 1999, sal die hiernabeskrewe onroerende eiendom in eksekusie verkoop word op Dinsdag, 2 September 2003 om 12h00 voor die Balju-kantoor, Mulberryweg 2, Strandfontein, 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 40762, Mitchells Plain, in die Stad Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap, geleë te Estersingel 55, Beacon Valley, Mitchells Plain, groot 242 vierkante meter, gehou kragtens Transportakte No. T12081/1988.

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

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. B. J. Koen, Posbus 54642, Strandfontein. [Tel. (021) 393-3171.]

**Betaalvoorwaardes:** Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die Afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprijs is betaalbaar teen registrasie van transport tesame met rente op die volle koopprijs teen 15,5% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by de Balju, mnr. B. J. Koen, Posbus 54642, Strandfontein. [Tel. (021) 393-3171.]

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow.

*Datum en verwysing:* 23 Junie 2003. (JF/CVS/A731.)

**Saak No. 9632/2003**

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen NEDBANK BEPERK waarby ingelyf BOE BANK, Eiser, en MARIUS BASSON, Verweerder**

Ter uitvoering van 'n vonnis van die bovermelde Agbare Hof gedateer 17 April 2003, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 4 September 2003 om 11:00 by die perseel te Kommandeurstraat 55, Welgemoed, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 265, Bellville, met adres te Kommandeurstraat 55, Welgemoed, groot 1 178 vierkante meter, gehou kragtens Transportakte No. T54391/96.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 'n 4-slaapkamerwoonhuis met 'n portaal, sitkamer, eetkamer, kombuis, waskamer en 2 vol badkamers en is omhein.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer/Balju, Bellville. [Tel. (021) 948-8326.]

**Betaalvoorwaardes:** Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die Afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprijs is betaalbaar teen registrasie van transport tesame met rente op die volle koopprijs teen 16,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige Verkoopvoorwaardes lê ter insae by die kantoor van die Afslaer/Balju, Bellville. [Tel. (021) 948-8326.]

Gedateer te Paarl hierdie 8ste dag van Julie 2003.

Nedbank Beperk, waarby ingelyf Boe Bank, Hoofstraat 333, Paarl. (Verw. E. von Moltke/Rek. No. 20322248112V.)

**Case No. 2411/03  
Box 15**

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

**NEDCOR BANK LIMITED versus COENRAAD JOHANNES VISSER, and JOHANNA CATHARINA DU TOIT**

The following property will be sold in execution by Public Auction held at 51 Muller Street, Kraaifontein, to the highest bidder on Monday, 25 August 2003 at 11:00 a.m.:

Erf 1807, Kraaifontein, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T72477/2001, situate at 51 Muller Street, Kraaifontein.

**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: 3 bedrooms, lounge, braai room, bathroom, toilet, single garage, face brick, asbestos 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 15,50% 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 8th day of July 2003.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town.  
Tel: 406-9100. (Ref: Mrs D. Jardine/C54773.)

**Case No. 1313/03**  
**Box 15**

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

**NEDCOR BANK LIMITED versus RIDWAN BERNKSEN**

The following property will be sold in execution by Public Auction held at 21 Raymond Circle, Grassy Park, to the highest bidder on Monday, 25 August 2003 at 12 noon:

Erf 6690, Grassy Park, in extent 450 (four hundred and fifty) square metres, held by Deed of Transfer T9212/2002, situate at 21 Raymond Circle, Grassy 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: Single dwelling with asbestos roof, 3 bedrooms, lounge, kitchen, bathroom/toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 15,50% 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 8th day of July 2003.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town.  
Tel: 406-9100. (Ref: Mrs D. Jardine/C53595.)

**Case No: 3685/03**  
**Box 15**

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

**In the matter between NEDCOR BANK LIMITED versus MARTIN CHARLES FILLIS**

The following property will be sold in execution by public auction held at Sheriff Kuils River, 16 Industry Street, Kuils River, to the highest bidder on Monday, 25 August 2003 at 9.00 am:

Erf 3831, Kleinvlei, in extent 373 (three hundred and seventy three) square metres, held by Deed of Transfer T46775/2002, situate at 10 Cruse Street, Kleinvlei.

*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: Tiled roof, 2 bedrooms, 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 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/C57872.)

**Case No: 1096/03**

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

**In the matter between: FIRSTRAND BANK LIMITED, formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and DONOVAN VIVIAN MICHAEL WILSON, Defendant**

In the above matter a sale will be held at Cape Town Sheriff's Office, Barrack Street, Cape Town, on Wednesday, 27 August 2003 at 09h30, being:

Erf 105237, Cape Town at Rugby, situate in the City of Cape Town, Cape Division, Western Cape Province.

*Measuring:* 550 square metres.

*Also known as:* 25 Corsair Road, Sanddrift, Milnerton.

*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, lounge, family room, kitchen, bathroom, and swimming pool.

4. The complete Conditions of Sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Cape Town 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: /FIR73/0090/H Crous/la.

**Case No: 3020/2003**

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 ANTHONY RICHARD SMITH, Defendant**

In the above matter a sale will be held at Kuils River Sheriff's Office, 16 Industria Road, Kuils River, on Friday, 29 August 2003 at 09h00, being:

Erf 2044, Kraaifontein, situate in the City of Cape Town, Cape Division, Western Cape Province.

*Measuring:* 496 square metres.

*Also known as:* 24 Drosdy Street, Peerless Park, 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, lounge, diningroom, kitchen, bathroom, toilet, and single garage.

4. The complete Conditions of Sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at 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: /FIR73/0129/H Crous/la.

**Case No: 6656/2003**

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 TIMOTHEUS JAKOBUS ANTONIE, Defendant**

In the above matter a sale will be held at 41 Rimini Street, St Kilda, Brackenfell, on Friday, 29 August 2003 at 13h30, being: Erf 6509, Brackenfell, situate in the City of Cape Town, Cape Division, Western Cape Province.

*Measuring:* 862 square metres.

*Also known as:* 41 Rimini Street, St Kilda, Brackenfell.

*Conditions of sale:*

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

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 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, lounge, open plan kitchen, 2 bathrooms and double garage.

4. The complete Conditions of Sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at 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: /FIR73/0178/H Crous/la.



Case No: 6338/2003

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

**In the matter between: PEOPLES BANK LIMITED, Plaintiff, and SIDNEY JACOBUS HARTZENBERG, Defendant**

In the above matter a sale will be held at Kuils River Sheriff, 16 Industria Road, Kuils River, on Friday, 29 August 2003 at 09h00, being:

Erf 491, Eerste River, situate in the City of Cape Town, Cape Division, Western Cape Province.

*Measuring:* 496 square metres.

*Also known as:* 32 Applemist Avenue, Eerste River.

*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, lounge, kitchen, bathroom, toilet and garage.

4. The complete Conditions of Sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at 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: /PEO1/0061/H Crous/la.

Case No: 6787/2003

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

**In the matter between: PEOPLES BANK LIMITED, Plaintiff, and VIRGINIA MOHAMED, Defendant**

In the above matter a sale will be held at Kuils River Sheriff's Office, 16 Industria Road, Kuils River, on Friday, 29 August 2003 at 09h00, being:

Erf 9146, Kuils River, situate in the City of Cape Town, Cape Division, Western Cape Province.

*Measuring:* 487 square metres.

*Also known as:* 14 Amethyst Road, Highbury, Kuils River.

*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: Outside quarters, 2 bedrooms, open plan kitchen and lounge and bathroom.

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: /PEO1/0067/H Crous/la.

Case No. 1855/2003

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

**In the matter between PEOPLES BANK LIMITED, Plaintiff, and SOLOMON BENJAMIN, First Defendant, and ISABEL RUTH BENJAMIN, Second Defendant**

In the above matter a sale will be held at Kuils River Sheriff's Office, 16 Industria Road, Kuils River, on Friday, 29 August 2003 at 09h00, being:

Erf 1454, Eerste River, situate in the City of Cape Town, Cape Division, Western Cape Province, measuring 294 square metres, also known as 26 Gazania Crescent, Eerste River.

*Conditions of sale:*

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

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 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, 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 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: /PEO1/0038/H Crous/la.

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**Case No. 9884/2003**

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

**In the matter between: FIRSTRAND BANK LIMITED, formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MPHO AARON PIETERSEN, First Defendant, and PATIENCE PIETERSEN, Second Defendant**

In the above matter a sale will be held at Mitchell's Plain Court, on Thursday, 28 August 2003 at 10h00, being:

Erf 29716, Khayelitsha, situate in the City of Cape Town, Cape Division, Western Cape Province, measuring 201 square metres, also known as 11 Msobomvu Drive, Elitha Park, Khayelitsha.

*Conditions of sale:*

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

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 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, 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 at the offices of the Sheriff at Khayelitsha 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: /FIR73/0176/H Crous/la.

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**Case No. 17519/2003**

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

**In the matter between: FIRSTRAND BANK LIMITED, formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and BILLMONT No 81 A CC, Defendant**

In the above matter a sale will be held 11 Woodlands Way, Parklands, on Thursday, 28 August 2003 at 11h30, being:

Erf 966, Parklands, situate in the City of Cape Town, Cape Division, Western Cape Province, measuring 671 square metres, also known as 11 Woodlands Way, Parklands.

*Conditions of sale:*

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

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 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 4 bedrooms, lounge, TV room, kitchen, 2 bathrooms, double garage and sprinkler system.

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 at Cape Town 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: /FIR73/0191/H Crous/la.

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**Case No. 5405/2003**

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

**In the matter between: FIRSTRAND BANK LIMITED, Plaintiff, and ADNAAN SALIE, 1st Defendant, and MISHKAH SALIE, 2nd Defendant**

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the Sheriff's premises, namely 2 Mulberry Way, Strandfontein, on Thursday, 28th August 2003 at 12h00, namely:

Erf 30718, Mitchells Plain, situate in the City of Cape Town, Cape Division, Western Cape Province, in extent 135 (one hundred and thirty five) square metres, held by Deed of Transfer No. T69418/2002, also known as 103 Korfbal Street, Beacon Valley, Mitchells Plain.

Which property is said, without warranty as to the correctness thereof, to comprise of brick building, asbestos roof, fully vibre-crete fence, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom & toilet.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.

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

3. The balance (plus interest at the rate of 17,45% per annum calculated daily and compounded monthly in arrears from 1 February 2003 to date of payment, both days inclusive, subject to change, on the capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

Lindsay & Associates, Plaintiff's Attorneys, 118 Kloof Street, Cape Town, 8001. Ref: Mrs Waters/cc Cape Town Office. Phone: 423-7300.

*Auctioneer:* The Sheriff of the Court, Docex, Mitchells Plain South.

**Case No. 5531/2003**

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

**In the matter between: FIRSTRAND BANK LIMITED (formerly BOE BANK LIMITED), Plaintiff, and JEROME CHRISTOPHER SCRITTEN, 1st Defendant, and URSULA MARTHA SCRITTEN, 2nd Defendant**

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the Sheriff's premises, namely 2 Mulberry Way, Strandfontein, on Thursday, 28th August 2003 at 12h00, namely:

Erf 804, Weltevreden Valley, situate in the City of Cape Town, Cape Division, Western Cape Province, in extent 360 (three hundred and sixty) square metres, held by Deed of Transfer No. T17696/2002, also known as 14 Academy Road, Westgate, Mitchells Plain.

Which property is said, without warranty as to the correctness thereof, to comprise of brick building, tiled roof, fully vibre-crete fence, burglar bars, 2 bedrooms, cement floors, open plan kitchen, lounge, bathroom & toilet.

*Conditions of sale:*

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

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against Registration of Transfer, which shall be given and taken as soon as possible after the sale.

3. The balance (plus interest at the rate of 17,30% per annum calculated daily and compounded monthly in arrears from 1 February 2003 to date of payment, both days inclusive, subject to change, on the capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

Lindsay & Associates, Plaintiff's Attorneys, 118 Kloof Street, Cape Town, 8001. Ref: Mrs Waters/cc Cape. Town Office. Phone: 423-7300.

*Auctioneer:* The Sheriff of the Court, Docex, Mitchells Plain South.

**Case No. 7077/2003**

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

**In the matter between FIRSTRAND BANK LIMITED (formerly NBS BANK LIMITED), Plaintiff, and SHARABIEN ARIEFDIEN, Defendant**

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the Court, namely Mitchells Plain Magistrate's Court, 1st Avenue, Eastridge, Mitchells Plain, on Tuesday, 26th August 2003 at 10h00, namely:

Erf 1928, Weltevreden Valley, situate in the City of Cape Town, Cape Division, Western Cape Province, in extent 420 (four hundred and twenty) square metres, held by Deed of Transfer No. T42547/1993, also known as 74 Tropicana Road, Colorado Park, Mitchells Plain.



Which property is said, without warranty as to the correctness thereof, to comprise of free standing dwelling under tiled roof, 1 lounge, kitchen, 2 bedrooms, 1 bathroom/toilet.

*Conditions of sale:*

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

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

3. The balance (plus interest at the rate of 17% per annum calculated daily and compounded monthly in arrears from 1 March 2003 to date of payment, both days inclusive, subject to change, on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

Lindsay & Associates, Plaintiff's Attorneys, 118 Kloof Street, Cape Town, 8001. Ref. Mrs Waters/cc Cape Town Office. Phone: 423-7300.

*Auctioneer:* The Sheriff of the Court, Docex, Mitchells Plain North.

**Case No. 6499/2003**

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

**In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and TINO ARENDSE, Defendant**

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the Court, namely Mitchells Plain Magistrate's Court, 1st Avenue, Eastridge, Mitchells Plain, on Tuesday, 26th August 2003 at 10h00, namely:

Erf 36987, Mitchells Plain, situate in the City of Cape Town, Cape Division, Western Cape Province, in extent 162 (one hundred and sixty two) square metres, held by Deed of Transfer No. T8555/2000, also known as 77 Candy Tuft Road, Lentegour, Mitchells Plain.

Which property is said, without warranty as to the correctness thereof, to comprise of free standing dwelling, asbestos roof, 1 lounge, kitchen, 3 bedrooms, 1 bathroom/toilet.

*Conditions of sale:*

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

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

3. The balance (plus interest at the rate of 17% per annum calculated daily and compounded monthly in arrears from 1 March 2003 to date of payment, both days inclusive, subject to change, on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

Lindsay & Associates, Plaintiff's Attorneys, 118 Kloof Street, Cape Town, 8001. Ref. Mrs Waters/cc Cape Town Office. Phone: 423-7300.

*Auctioneer:* The Sheriff of the Court, Docex, Mitchells Plain North.

**Case No. 7833/2003**

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

**In the matter between FIRSTRAND BANK LIMITED (formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and KEITH VERNON MCLEAN, 1st Defendant, and ZELNA FIONA MCLEAN, Second Defendant**

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the Court, namely Mitchells Plain Magistrate's Court, 1st Avenue, Eastridge, Mitchells Plain, on Tuesday, 26th August 2003 at 10h00, namely:

Erf 3155, Mitchells Plain, situate in the City of Cape Town, Cape Division, Western Cape Province, in extent 73 (seventy three) square metres, held by Deed of Transfer No. T19267/1997, also known as 19 Hermes Road, Woodlands, Mitchells Plain.

Which property is said, without warranty as to the correctness thereof, to comprise of semi-detached dwelling, asbestos roof, 1 lounge, kitchen, 2 bedrooms, 1 bathroom/toilet.

*Conditions of sale:*

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

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

3. The balance (plus interest at the rate of 17% per annum calculated daily and compounded monthly in arrears from 1 April 2003 to date of payment, both days inclusive, subject to change, on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

Lindsay & Associates, Plaintiff's Attorneys, 118 Kloof Street, Cape Town, 8001. Ref. Mrs Waters/cc Cape Town Office. Phone: 423-7300.

*Auctioneer:* The Sheriff of the Court, Docex, Mitchells Plain North.

**Case No. 8559/2003**

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

**In the matter between FIRSTRAND BANK LIMITED (formerly BOE BANK LIMITED), Plaintiff, and GIDEON MARK HEUWEL, 1st Defendant, and JILLIAN NATASHA HEUWEL, 2nd Defendant**

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the Court, namely Mitchells Plain Magistrate's Court, 1st Avenue, Eastridge, Mitchells Plain on Tuesday, 26th August 2003 at 10h00 namely:

Erf 1533, Weltevreden Valley, situate in the City of Cape Town, Cape Division, Western Cape Province, in extent 377 (three hundred and seventy seven) square metres, held by Deed of Transfer No. T38558/2000, also known as 5 Cedar Road, Weltevreden Valley, Mitchells Plain.

Which property is said, without warranty as to the correctness thereof, to comprise of: Free standing dwelling, tiled roof, 1 lounge / kitchen, 3 bedrooms, 1 bathroom / toilet.

*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 sold voetstoots as it stands and subject to the conditions of the existing Title Deed.

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

3. The balance (plus interest at the rate of 17% per annum calculated daily and compounded monthly in arrears from 1 April 2003 to date of payment, both days inclusive, subject to change, on the capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

Lindsay & Associates, Plaintiff's Attorneys, 118 Kloof Street, Cape Town, 8001, Ref: Mrs Waters/cc Cape Town Office, Phone: 423-7300.

*Auctioneer:* The Sheriff of the Court, Docex Mitchells Plain North.

**Case No. 12974/2003**

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 CARIN ALETTA WIESE, Defendant**

In the above matter a sale will be held at Bellville Sheriff's Office, 29 Northumberland Road, Bellville, on Tuesday, 26 August 2003 at 09h00, being:

Unit 2 The Oaks, as shown and more fully described on Sectional Plan No. SS349/1995 in the scheme known as The Oaks, Bellville, in the City of Cape Town, Province of the Western Cape, measuring 41 square metres, also known as 2 The Oaks, Old Oak Road, Groenvallei.

*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 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 bedroom ground floor flat, lounge, kitchen and bathroom. Communal swimming pool and undercover shade parking.

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 & Old Oak Roads, Bellville. Phone: 914-5660, Refer: /FIR73/0150/H Crous/la.

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#### SALE IN EXECUTION

#### NEDCOR BANK LIMITED vs E M & M A COLLINS

##### Mitchells Plain, Case No. 20473/01

*The property:* Erf 7132, Weltevreden Valley, in extent 262 square metres, situate at 25 Sussex Road, Rondevlei Park, Weltevreden Valley.

*Improvements* (not guaranteed): Lounge, kitchen, 2 bedrooms, bathroom & toilet.

*Date of sale:* 2nd September 2003 at 10.00 am.

*Place of sale:* Mitchells Plain Magistrates Court.

*Material conditions:* The sale will be voetstoots, by Public Auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank guarantee cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain (North).

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

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Case No: 2609/03

#### IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between: NEDBANK LIMITED, Plaintiff, and CHOSA CORNELIUS TLHASEDI, married in community of property to ELIZABETH MPHONGA TLHASEDI, 1st Defendant, and ELIZABETH MPHONGA TLHASEDI, married in community of property to CHOSA CORNELIUS TLHASEDI, 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 Mitchells Plain Magistrate's Court at 10h00 am on the 3rd day of September 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 304, Khayelitsha, in extent 190 square metres, held under Deed of Transfer TL14294/89, and situate at A264, 57 Tulani Street, T1V1, Khayelitsha.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Brick building, asbestos roof, partly bricked fence, garden, 2 bedrooms, carpeted floors, kitchen, lounge, bathroom & separate 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 charge R300,00 (three hundred rands).

Matz Watermeyer, Plaintiff's Attorneys, 5th Floor, Fedsure Terrace, Protea Road, Claremont; P.O. Box 23304, Claremont, 7735. Docex 1, Claremont. Tel: 674-3175. Fax: 674-4694. Ref. M T SCHÄFER/ts/Z07313.

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Case No: 2229/03 B

#### IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between: NEDBANK LIMITED, Plaintiff, and NAZIER ROBERTSON, married in community of property to TUEGEDA ROBERTSON, 1st Defendant, and TUEGEDA ROBERTSON, married in community of property to NAZIER ROBERTSON, 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 Mitchells Plain (South) at 10h00 am on the 29th 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 3060, Weltevreden Valley, in extent 200 square metres, held under Deed of Transfer T67608/01, and situate at 68 Gallery Circle, Westgate.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Brick building, tiled roof, fully vibre-crete fence, 2 bedrooms, cement floors, open plan kitchen, lounge, 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 charge R300,00 (three hundred rands).

Matz Watermeyer, Plaintiff's Attorneys, 5th Floor, Fedsure Terrace, Protea Road, Claremont; P.O. Box 23304, Claremont, 7735. Docex 1, Claremont. Tel: 674-3175. Fax: 674-4694. Ref. M T SCHÄFER/ts/Z07325.

**SALE IN EXECUTION**

**NEDCOR BANK LIMITED *versus* S C HENDRICKS**

**Somerset West, Case No. 3989/02.**

*The property:* Erf 1345, Macassar, in extent 309 square metres, situate at 11 Hoepoe Street, Macassar.

*Improvements* (not guaranteed): 2 bedrooms, kitchen, lounge, bathroom/toilet, carport.

*Date of sale:* 26th August 2003 at 10h00 am.

*Place of sale:* Somerset West Magistrate's Court.

*Material conditions:* The sale will be voetstoets, by Public Auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank guaranteed cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Somerset West.

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

**SALE IN EXECUTION**

**NEDCOR BANK LIMITED *versus* N C DAVIDS**

**Wynberg, Case No. 702/01**

*The property:* Erf 257, Wetton, in extent 520 square metres, situate at 3 Norman Avenue, Wetton.

*Improvements* (not guaranteed): Single dwelling, brick walls, tiled roof, 3 bedrooms, lounge, kitchen, bathroom/toilet.

*Date of sale:* 29th August 2003 at 10h00 am.

*Place of sale:* 3 Norman Avenue, Wetton.

*Material conditions:* The sale will be voetstoets, by Public Auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank guaranteed cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg (South).

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

**Case No. 1417/01**

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

**In the matter between: ABSA BANK LIMITED, N1 CITY, Plaintiff, and SHAMITHA SINGH, Defendant**

The following property will be sold in execution the Wynberg Court House on the 28 August 2003 at 10h00 am, to the highest bidder:

Erf 36793, Athlone, measuring four hundred and twenty one square metres, situate at 5 Pimplol Close, Athlone, 7800, held by Title Deed: T48664/2000.

*Property description:* A brick residential dwelling comprising of 3 bedrooms, bathroom, toilet, kitchen, lounge, dining room.

1. The following improvements are reported by not guaranteed:

2. *Payment:* A deposit of ten per centum of the purchase price must be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the Sale and the balance (plus interest at the current rate of 13,55% p.a. calculated on the Judgment Creditor's claim from the date of Sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.

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

4. *Conditions:* The full Conditions of Sale will be read out immediately prior to the Sale and may be inspected at the office of the Sheriff, Wynberg East.

Abrahams & Gross Inc, Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. Tel No: 418-2020. Reference: SDA/VB/Z00558.

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**Case No. 10662/03**

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and JAN WESSEL MULLER, First Defendant**

The following property will be sold in execution at the site being 1 Zwaanswyk Village, Main Road, Bergvlei, on the 1 September 2003 at 12h00, to the highest bidder:

Erf 1783, Bergvlei, measuring one hundred and sixty seven square metres, situate at 1 Zwaanswyk Village, Main Road, Bergvlei, 7800, held by Title Deed T8664/01.

*Property description:* A residential dwelling comprising of an entrance hall, lounge, kitchen, 3 bedrooms, 2 bathrooms, single garage.

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 17,0% 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, Wynberg.

Abrahams & Gross Inc, Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. Tel No: 418-2020. Reference: COL/BBS/Z06877.

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**Case No. 18339/2002**

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

**In the matter between THE BODY CORPORATE OF FORBER COURT SECTIONAL TITLE SCHEME, Plaintiff, and J MYATAZA, Defendant**

The undermentioned property will be sold in execution by public auction at 3 Forber Court, Station Road, Mowbray on Wednesday, 3 September 2003 at 12h00 to the highest bidder, namely:

1. A unit consisting of:

1.1 Section No 3 as shown and more fully described on Sectional Plan No. SS186/97 in the scheme known as Forber Court in respect of the land and building or buildings situate at Mowbray, in the City of Cape Town, of which section the floor area, according to the said Sectional Plan is 28 (twenty eight) 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, held by Deed of Transfer No. ST16846/1997.

*Physical address:* 3 Forber Court, Station Road, Mowbray, 7700.

1. *Conditions of sale:* The following information is furnished, but not guaranteed, namely a flat on the ground floor built of bricks under a tiled roof consisting of: 1 bedroom, lounge, kitchen, bathroom & toilet. The property measures 28 (twenty eight) square metres in extent.

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

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

Dated at Cape Town this 24th 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/dm22-000422.)

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**Case No. 13047/2002**

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

**In the matter between THE BODY CORPORATE OF THE PINES SECTIONAL TITLE SCHEME, Plaintiff, and D MULLER, Defendant**

The undermentioned property will be sold in execution by public auction at the court steps, Wynberg, on Friday, 5 September 2003 at 10h00 to the highest bidder, namely:

1. A unit consisting of:

1.1 Section No 53 as shown and more fully described on Sectional Plan No. SS146/96 in the scheme known as The Pines in respect of the land and building or buildings situate at Retreat, in the South Peninsula Municipality, of which section the floor area, according to the said Sectional Plan is 61 (sixty 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 the participation quota as endorsed on the said Sectional Plan, held by Deed of Transfer No. ST6414/1996.

*Physical address:* Flat D15, The Pines, Chad Road, Retreat, 7945.

1. *Conditions of sale:* The following information is furnished, but not guaranteed, namely a flat consisting of 1 bedroom, a lounge, kitchen and bathroom/toilet. The property measures 61 (sixty one) square metres in extent.

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 South.

Dated at Cape Town this 24th 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/dm22-000419.)

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**Case No. 18340/2002**

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

**In the matter between THE BODY CORPORATE OF FORBER COURT SECTIONAL TITLE SCHEME, Plaintiff, and  
K K SEPURU, Defendant**

The undermentioned property will be sold in execution by public auction at 12 Forber Court, Station Road, Mowbray on 3 September at 12:30 to the highest bidder, namely:

1. A unit consisting of:

1.1 Section No 12 as shown and more fully described on Sectional Plan No. SS186/97 in the scheme known as Forber Court, in respect of the land and building or buildings situate at Mowbray, in the City of Cape Town, of which section the floor area, according to the said Sectional Plan is 33 (thirty three) 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, held by Deed of Transfer No. ST19947/1997.

*Physical address:* 12 Forber Court, Station Road, Mowbray, 7700.

1. *Conditions of sale:* The following information is furnished, but not guaranteed, namely a flat on the first Floor under an asbestos roof consisting of 1 bedroom, kitchen, lounge, bathroom & toilet. The property measures 33 (thirty three) square metres in extent.

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 North.

Dated at Cape Town this 24th 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/dm22-000421.)

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**Case No. 13043/2002**

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

**In the matter between THE BODY CORPORATE OF THE PINES SECTIONAL TITLE SCHEME, Plaintiff, and  
W CLOETE, Defendant**

The undermentioned property will be sold in execution by public auction at the court steps, Wynberg, on Friday, 5 September 2003 at 10h00 to the highest bidder, namely:

1. A unit consisting of:

1.1 Section No 52 as shown and more fully described on Sectional Plan No. SS146/96 in the scheme known as The Pines in respect of the land and building or buildings situate at Retreat, in the South Peninsula Municipality, of which section the floor area, according to the said Sectional Plan is 37 (thirty 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, held by Deed of Transfer No. ST6413/1996.



*Physical address:* Flat D14, The Pines, Chad Road, Retreat, 7945.

1. *Conditions of sale:* The following information is furnished, but not guaranteed, namely a flat with 1 bedroom, lounge, kitchen, bathroom & toilet. The property measures 37 (thirty seven) square metres in extent.

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 South.

Dated at Cape Town this 24th 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/dm22-000420.)

**Case No. 7234/97**

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and ARTHUR BASTIAN ADAMS,  
1st Judgment Debtor, and ELLISEN SHAMEIN ADAMS, 2nd Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Paarl on 2 September 2003 at 10h00:

Erf 14037, Paarl, situate in the Drakenstein Municipality, Division of Paarl, Western Cape Province also known as 11 Bonaparte Avenue, Klein Parys, Paarl, in extent 726 (seven hundred and twenty six) square metres, comprising dwelling (not guaranteed).

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrate's Courts Act and Rules.

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

Smuts Kemp & Smal, per KG Kemp/LvS/G1383. Acc. No.: 6321178100101. (Plaintiff's Attorneys). 1 De Lange Street, Bellville. Tel: (021) 945-3646.

**Case No. 13673/2002**

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

**In the matter between: CAPE OF GOOD HOPE BANK LIMITED, Plaintiff, and  
CASSIEM BRANDT, First Defendant, and SHARIFA BRANDT, Second Defendant**

In execution of the judgment of the Magistrate's Court of Mitchells Plain in the above matter, a sale will be held on Tuesday, 26th August 2003 at 12h00 at 2 Mulberry Mall, Church Way, Strandfontein of the following immovable property:

Erf 16741, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, in extent 176 (one hundred and seventy six) square metres, held by Defendants by Deed of Transfer No. T80054/1997 and subject to the conditions contained therein.

*Also known as:* 32 Montague Drive, Portlands, Mitchells Plain.

The following information is furnished *re* the improvements but in this regard nothing is guaranteed:

A brick dwelling, with a tiled roof, enclosed by full brick fence, burglar bars, consisting of 1 garage, 3 bedrooms, cement floors, a separate kitchen, lounge, bathroom and toilet.

*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 Deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash or by way of a bank or building society guarantee cheque on the day of the sale and the balance (with interest at the rate of 15,00% per annum from the date of sale to the date of registration of transfer) against registration of transfer, which amounts are to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, and to be furnished to the Sheriff within fourteen (14) days from the date of sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain South.

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

Bowman Gilfillan Findlay & Tait, Plaintiff's Attorneys, SA Reserve Bank Building, 60 St George's Mall, Cape Town. Ref. A Gordon/la/117879.

The Sheriff of the Magistrate's Court, Mitchells Plain South.

Case Number 2505/00

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

**In the matter between ZIP PRINT, Execution Creditor, and B SIMON, Execution Debtor**

Pursuant to a judgment by the Magistrate Simonstown given on 17 September 2002, and under a writ of execution issued thereafter, the undermentioned property will be sold voetstoots and without reserve in execution to the highest bidder, by public auction at No. 25 Rigel Road, Ocean View, on 27 August 2003 at 12h00, by the Sheriff for the Magistrate's Court of Simonstown, namely:

Erf 1704, Ocean View, situate in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 268 (two hundred and sixty eight square metres), held by Deed of Transfer No. T5565/92.

The street address of the property is as follows: No. 25 Rigel Road, Ocean View.

*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 the Rules applicable thereto, and also servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The full and complete conditions of sale will be announced by the auctioneer immediately before the sale, and lie for inspection at No. 25 Rigel Road, Ocean View.

3. The following information is furnished but not guaranteed: 2 bedrooms, open plan kitchen, lounge, cement floors.

4. *Payment will be effected as follows:* Ten percent (10%) of the purchase price on the day of the sale and the balance of the purchase price together with interest thereon at the rate of 15,5% from the date of sale to the date of payment, shall be paid to the transferring attorneys, free of exchange, at Simonstown, against registration of transfer. Payment must be secured by an acceptable bank guarantee from any approved bank or building society within fourteen (14) days after date of sale.

Signed at Bellville on the 10th day of July 2003.

R Reddering, Attorneys for Execution Creditor, Frost & Reddering, 9 First Avenue, Boston, Bellville. Tel. (021) 948-9037. Docex 23, Bellville. Ref. RR/jsk. File No. RR1531.

Sheriff of the Court.

Case No. 13673/2002

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

**In the matter between CAPE OF GOOD HOPE BANK LIMITED, Plaintiff, and CASSIEM BRANDT, First Defendant, and SHARIFA BRANDT, Second Defendant**

In execution of the judgment of the Magistrate's Court of Mitchells Plain in the above matter, a sale will be held on Tuesday, 26th August 2003 at 12h00, at 2 Mulberry Mall, Church Way, Strandfontein, of the following immovable property:

Erf 16741, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, in extent 176 (one hundred and seventy six) square metres, held by Defendants by Deed of Transfer No. T80054/1997 and subject to the conditions contained therein, and also known as 32 Montague Drive, Portlands, Mitchells Plain.

The following information is furnished *re* the improvements but in this regard nothing is guaranteed: A brick dwelling, with a tiled roof, enclosed by full brick fence, burglar bars, consisting of 1 garage, 3 bedrooms, cement floors, a separate kitchen, lounge, bathroom and toilet.

*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 deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash or by way of a bank or building society guarantee cheque on the day of the sale and the balance (with interest at the rate of 15,00% per annum from the date of sale to the date of registration of transfer) against registration of transfer, which amounts are to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, and to be furnished to the Sheriff within fourteen (14) days from the date of sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain South.

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

Bowman Gilfillan Findlay & Tait, Plaintiff's Attorneys, SA Reserve Bank Building, 60 St George's Mall, Cape Town. Ref. A Gordon/la/117879.

The Sheriff of the Magistrate's Court, Mitchells Plain South.

Saaknr. 4809/2002

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

**In die saak tussen ABSA BANK LIMITED, Eiser, en ABEA JOHN SHARTER, 1ste Verweerder, en  
PATRICIA SHARTER, 2de Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 22 Julie 2002 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 29 Augustus 2003 om 11h00, te die Landdroskantoor, Bergrivier Boulevard, Paarl, geregtelik verkoop sal word, naamlik:

Erf 17880, Paarl, in die Drakenstein Munisipaliteit, afdeling Paarl, provinsie Wes-Kaap, groot 333 vierkante meter, gehou kragtens Transportakte Nr. T10530/1990, ook bekend as Irisstraat 36, 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. Balanskoopsom, plus rente teen datum van transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 22 Julie 2003.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl. 871-1200. Posbus 20, Paarl, 7622. Verw. SV/DTC001.

Aan: Die Balju van die Landdroshof.

Saak No. 18532/2001

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

**ABSA BANK BEPERK, Eiser, en PAUL NEWTON THOMPSON, Verweerder**

Die volgende onroerende eiendom word per Openbare Veiling verkoop op Woensdag, 3 September 2003 om 9h00 te Baljukantoor, Industrieweg 16, Kuilsrivier.

Erf 4963, Eersterivier, 381 vierkante meter groot en geleë te Noordweg 54, Stratford Green, Eersterivier.

*Verbeterings* (nie gewaarborg nie): Oopplan sitkamer, kombuis, 3 slaapkamers, badkamer, toilet, vibre-crete heining.

Die veilingsvoorwaardes wat van toepassing is sal voor die veiling uitgelees word en is ter insae by die Balju, Kuilsrivier en bepaal onder andere dat:

1. Die verkoping voetstoots is aan die hoogste bieder.
2. Een-tiende van die koopprijs in kontant betaalbaar is onmiddellik nadat die eiendom as verkoop verklaar is en dat die balans tesame met rente teen registrasie van oordrag betaal moet word.

Geteken te Bellville op 23 Julie 2003.

Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville. (Verw. Me M Britz - 9199570.)

Case No. 3335/03  
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  
ERINVALE GUARDIAN INVESTMENTS (PTY) LIMITED, 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 72 Guardian Crescent, Erinvale, Somerset West, at 12 noon on the 5th day of September 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, G02 Cortland Place, 107 Main Road, Strand.

Erf 10743, Somerset West, in the City of Cape Town, Stellenbosch Division, Province of the Western Cape, in extent 782 square metres, and situated at 72 Guardian Crescent, Erinvale, Somerset West.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A main dwelling consisting of an entrance hall, living room, lounge, dining-room, 3 bedrooms, 3 bathrooms with water closets, study, scullery, dressing room and 2 garages.

*Terms:*

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

2. Auctioneer's charges, payable on the day of the sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000,00 (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).

Dated at Cape Town this 25th 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/S5206/9527.)



Saak No. 165/2001

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

**In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en MOSES JOHANNES MICHAELS, Eerste Eksekusieskuldenaar, en MAGDALENA MICHAELS, Tweede Eksekusieskuldenaar**

Geliewe kennis te neem dat ingevolge 'n vonnis van bogemelde Agbare Hof gedateer 2 November 2001, asook lasbrief tot uitwinning, sal die volgende eiendom in eksekusie verkoop word te Robinsingel 35, Heidelberg op Donderdag 4 September 2003 om 14h00:

Erf 2462, Heidelberg, in die Munisipaliteit Langeberg, Afdeling Swellendam, Provinsie Wes-Kaap, groot 284 vierkante meter, gehou kragtens Transportakte No. T54214/1997.

**Verkoopsvoorwaardes:** Die verkoopsvoorwaardes 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 onderworpe aan die voorgaande aan die hoogste bieder verkoop word.

**Verbeterings:** Woonhuis met 2 slaapkamers, kombuis, badkamer.

Geen waarborge word gelever ten opsigte van verbeterings aan die woning nie.

**Betaling:**

- (a) 'n Deposito van 10% by wyse van kontant of bankgewaarborgde tjek ten tye van die verkoping.
- (b) Balans teen registrasie van transport, tesame met toepaslike rente.
- (c) Baljukommissie op datum van veiling.

**Voorwaardes:** Die volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae by die kantoor van die Balju, Heidelberg en/of P.W. Hoffman Prokureurs, Posbus 123, Heidelberg.

C.J. Pecoraro, Prokureur vir Eksekusieskuldeiser, P.W. Hoffman Prokureurs, Posbus 123, Van Riebeeckstraat 44, Heidelberg, Wes-Kaap.

Case No. 326/02

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

**In the matter between: ABSA BANK LIMITED, BELLVILLE, Plaintiff, and HENRY JOHN ABRAHAMS, First Defendant, and RINA ABRAHAMS (born KLAASTE), Second Defendant**

The following property will be sold in execution at the Sheriff's offices, situated at 16 Industrie Road, Kuils River on the 1 September 2003 at 09h00, to the highest bidder:

Section No. 18 in the scheme known as Highbury Court, measuring fifty-two square metres, situated at Unit 18, Highbury Court, 16 Frost Street, Kuils River, held by Title Deed ST217/90.

**Property description:** A flat comprising of a lounge, kitchen, bathroom, toilet, 2 bedrooms.

2. **Payment:** A deposit of ten per centum of the purchase price must be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the Sale and the balance (plus interest at the current rate of 17.0% per annum calculated on the Judgment Creditor's claim from the date of Sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the Sale.

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

4. **Conditions:** The full Conditions of Sale will be read out immediately prior to the Sale and may be inspected at the office of the Sheriff, Kuils River.

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. Tel. 418-2020. Ref. COL/BBS/Z06780.

Saaknommer: 371/03

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

**In die saak tussen: ABSA BANK BEPERK, Eiser, en JF HENDRICKS, Verweerder**

Ingevolge 'n Vonnis, welke in die Landdroshof te Caledon toegestaan is op 27 Maart 2002 en 'n Lasbrief vir Eksekusie, gedateer 1 April 2003, sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op Dinsdag, 26 Augustus 2003 om 11:00 te Erf 2232, Palmietstraat 3, Caledon, Munisipaliteit, Theewaterskloof.

Erf 2232, Caledon, Afdeling Caledon, Provinsie Wes-Kaap, groot 578 (vyfhonderd agt en sewentig) vierkante meter, gehou kragtens Transportakte Nr. T53638/95.

Die volgende besonderhede word verskaf, maar nie gewaarborg nie: Die huis bestaan uit 2 badkamers, 'n eetkamer, kombuis en badkamer.

**Verkoopsvoorwaardes:**

1. Die veiling is onderhewig aan die bepalings van die Landdroshowewet, Wet 32 van 1944, soos gewysig, en die eiendom word "voetstoots" verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van die bogenoemde Wet.

2. Tien per sent van die koopprys van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopsvoorwaardes, sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprys, tesame met die rente daarop bereken teen 17,40%, is betaalbaar teen registrasie van die Transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlik en goedgekeurde bankwaarborg of Bouverenigingwaarborg wat gelewer moet word aan die Eiser se prokureur binne 14 dae na die waarborg.

3. Die volledige verkoopsvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Caledon se kantoor.

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

Guthrie & Theron, PJ Rust, Eiser se Prokureurs, Hawstraat 6, Caledon, 7230.

**Saak Nr. 18039/02**

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

**In die saak tussen: W FERREIRA, Eiser, en P M MATANDA, Eerste Verweerder, en S MATANDA, Tweede Verweerder**

Die volgende onroerende eiendom sal op 1 September 2003 om 10h00 by Landdroshof, Goodwood aan die hoogste bieder verkoop word.

*Eiendomsbeskrywing:* Erf 2342, Matroosfontein, geleë in Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 150 (eenhonderd en vyftig) vierkante meter, gehou kragtens Transportakte Nr. T69508/2002, geleë te Anglostraat 82, Valhalla Park, Goodwood.

**Verkoopsvoorwaardes:**

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshof No. 32 van 1944 en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 15,5% (persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): Asbesdak, baksteen mure, 1 x sitkamer, 1 x kombuis, 2 x slaapkamers, 1 x badkamer.

4. Die volgende veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju, Goodwood en in die kantoor van die ondergetekende.

Gedateer te Bellville hierdie 21ste dag van Julie 2003.

Kruger Slabber Esterhuyse, per O M Eksteen, Prokureur vir Vonnisskuldeiser, Bellfour Kantoorpark 7 & 8, h/v Edmar & Rogerstraat, Tygervallei. Verw: OME/TLR/F29.

**Saak Nr.: 3032/2001**

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

**In die saak tussen: SALDANHABAAI MUNISIPALITEIT, Vonnisskuldeiser, en M J DOWNING, Vonnisskuldenaar**

Ter uitvoering van 'n vonnis van die Landdroshof te Vredenburg sal 'n veiling van die ondervermelde eiendom gehou word op Donderdag, 28 Augustus 2003 om 10:00 vm by bogemelde Hof naamlik:

Erf 518, St Helenabaai, in die Munisipaliteit Saldanhabaai, Administratiewe Distrik Malmesbury, Provinsie Wes-Kaap, groot 2 400 vierkante meter, geleë te Flamingostraat 47, St Helenabaai, bestaande uit 'n lê erf.

**Veilingsvoorwaardes:**

1. Die verkoping is onderhewig aan die terme en voorwaardes van die Wet op Landdroshof No. 32 van 1944 en die eiendom word voetstoots verkoop en onderhewig aan die titelvoorwaardes daarvan.

2. Een-tiende (1/10) van die koopprys 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 belastings, 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, Vredenburg en by die kantoor van die ondergetekende.

Gedateer te Vredenburg op 23 Junie 2003.

Swemmer & Levin, Prokureurs vir Vonnisskuldeiser, h/v Hoof- en Kerkstrate, Vredenburg. (JAF Maree/ilr/RD0585.)

**Case Nr: 26053/02**

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

**In the matter between: AVENANT ATTORNEYS, Plaintiff, and ARRIE KRIEK, Defendant**

Take notice that whereas the Sheriff on 20 March 2003 completed the attachment of the immovable property mentioned hereunder, same is to be sold judicially on Thursday, 28 August 2003 at 11h00 at the premises of 41 Omega Street, Hoogstede, Brackenfell:

*Property:* Erf 3938, Brackenfell in the city of Cape Town, Cape Division, Western Cape Province, in extent 910 (nine hundred and ten) square metres, held by Deed of Transfer No. T38293/1991 and also known as 41 Omega Street, Hoogstede, Brackenfell.

*Consisting of:* 1 Face brick double-storey building, double garage, lounge, braai room, kitchen, 3 bedrooms, 1½ bedroom, swimming pool and family (games) room.

Dated at Bellville on this 3rd day of July 2003.

Avenant Attorneys, Per: P Avenant, Unit 10, Pasita Park, 21 Pasita Street, Rosenpark, Bellville (Attorneys for Plaintiff). (Ref: A0473/PA/bb.)

To: The Clerk of the Court, Magistrate's Court, Bellville.

**Saak Nr. 105/2003**

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

**In die saak tussen: ABSA BANK BPK, Eksekusieskuldeiser, en A A JACOBS, Eksekusieskuldenaar**

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling op die perseel te Hoogstraat 50, Heidelberg, 6665, op 4 September 2003 om 12h00, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 439, Heidelberg, groot 1 206 (eenduisend tweehonderd-en-ses) vierkante meter, gehou kragtens Transportakte Nr. T24183/96, bekend as Hoogstraat 50, Heidelberg.

**Verkoopsvoorwaardes:**

1. Die Verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju asook by die ondergetekendes.

2. Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Woonhuis bestaande uit sitkamer, kombuis, 3 slaapkamers, badkamer & aparte toilet.

3. Die koopprys moet soos volg betaal word:

3.1 'n Deposito van tien persent (10%) by wyse van kontant of per bankgewaarborgde tjek ten tyde van die verkoping.

3.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van sestien komma vyf nul per centum (16,50%) 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 die verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos vermeld verseker moet word deur 'n bankwaarborg wat vir die Eiser se Aktebesorger aanvaarbaar is.

3.3 Die voormelde waarborg moet binne 14 (veertien) dae vanaf datum van verkoping deur die Koper aan die Balju, of op instruksie van die Balju, aan die Eiser se prokureurs oorhandig word en moet voorsiening maak vir betaling van die genoemde volle balans-koopprys plus rente teen registrasie van transport, op voorwaarde dat indien die Eiser die Koper is, geen deposito of waarborg nodig sal wees nie en dat die Eiser die volle koopprys plus rente aan die Balju sal betaal teen registrasie van transport.

Geteken te Worcester hierdie 10de dag van Julie 2003.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Ons verwysing VJ1956.)

**Case No. 2578/1998**

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

**In the matter between BOE BANK LIMITED, Plaintiff, and EDWARD HENRY LONDT, First Defendant, and MARCEL PARTICIA LONDT, Second Defendant**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 13th of November 1998, the under-mentioned property will be sold in execution at 10h00 on 27th of August 2003 at the premises:

Erf 87517, Cape Town at Muizenberg, situated in the City of Cape Town, Cape Division, Province Western Cape, measuring 984 square metres and held by Deed of Transfer No. T95712/1996 consisting of a brick building under an asbestos roof comprising of wooden floors, built in cupboards, 3 x bedrooms, kitchen, lounge, dining room, study, laundry, bathroom, toilet, swimming pool and garage, and known as 9 Dartmouth Road, Muizenberg.

**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 9th day of July 2003.

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



Saak No. 1374/01

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

**In die saak tussen ABSA BANK BPK, Eksekusieskuldeiser, en M TITUS, Eerste Eksekusieskuldenaar, en  
A TITUS, Tweede Eksekusieskuldenaar**

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling op die perseel te Erikastraat 293, Bella Vista, Ceres, op 3 September 2003 om 10h00 aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 4784, Ceres, groot 332 (driehonderd twee-en-dertig) vierkante meter, gehou kragtens Transportakte Nr T35108/88, bekend as Erikastraat 293, Bella Vista, Ceres.

**Verkoopsvoorwaardes:**

1. Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju asook by die ondergetekendes.

2. Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Woonhuis bestaande uit sitkamer, kombuis, 2 slaapkamers, badkamer & toilet.

3. Die koopprijs moet soos volg betaal word:

3.1 'n Deposito van tien persent (10%) by wyse van kontant of per bankgewaarborgde tjek ten tyde van die verkoping:

3.2 Die balans teen registrasie van transport tesame met rente op die volle koopprijs teen 'n koers van veertien komma vyf nul per centum (14,50%) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van die 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.

3.3 Die voormelde waarborg moet binne 14 (veertien) dae vanaf datum van verkoping deur die Koper aan die Balju, of op instruksie van die Balju, aan die Eiser se prokureurs oorhandig word en moet voorsiening maak vir betaling van die genoemde volle balans-koopprijs plus rente teen registrasie van transport, op voorwaarde dat indien die Eiser die Koper is, geen deposito of waarborg nodig sal wees nie en dat die Eiser die volle koopprijs plus rente aan die Balju sal betaal teen registrasie van transport.

Geteken te Worcester hierdie 10de dag van Julie 2003.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Ons verwysing VT0832.)

Case No. 30702/01

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

**In the matter between THE TINTON TRUST (represented by its Trustees for the time being), Plaintiff, and  
MOGAMAT ZAIN DAVIDS, Defendant**

The following property will be sold in execution at an auction to be held on the premises at 204 Alice Road, Goodwood at 11h00 on Monday the 1st day of September 2003 to the highest bidder:

Erf No: 25493, Goodwood in the City of Cape Town, Cape Division, Province Western Cape, in extent 641 (six hundred and forty one) square metres, held by Deed of Transfer No: T10677/2002 dated 15th February 2002, also known as 204 Alice Road, Goodwood.

The following improvements are reported but not guaranteed: Asbestos tiled roof, brick walls, 1 lounge, 1 diningroom, 1 kitchen, 3 bedrooms, 2 bathrooms, 1 separate toilet, double garage and swimming pool.

1. **Payment:** The price payable by the Purchaser shall be the amount of his highest bid which shall be payable in cash or bank guaranteed cheque either immediately after the conclusion of the sale, or as to ten percent (10%) of the purchase price in cash or by bank guaranteed cheque at the time of the sale, and the balance (plus interest thereon at the rate calculated on the Plaintiff's claim from the date of sale to the date of transfer, as also interest on any claim preferent to that of the Plaintiff) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 business days of the date of sale.

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

3. **Conditions:** The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff, Goodwood and at the offices of the Plaintiff's Attorneys.

Dated at Cape Town this 29th day of July 2003.

Schneider Galloon Reef & Co, Attorneys for Plaintiff, 3rd Floor, 47 On Strand, Strand Street, Cape Town. Tel: 4233531. (Ref: D S Reef/JB/T251.)

To: The Sheriff of the Court, Goodwood.

And to: All interested parties.

Case No. 697/2003

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ANNA MAGARETHA ELDA VAN NIEKERK,  
ID: 5201010057080, Bond Account Number: 82312963-00101**

A sale in execution of the undermentioned property is to be held by the Sheriff of Mossel Bay, at the premises known as 16 Loerie Crescent, Hartenbos, on Thursday, 27 August 2003 at 11h00.

Full conditions of sale can be inspected at the offices of the Sheriff, Mossel Bay, 99 Montagu Street, Mossel Bay, who can be contacted on (044) 690-3143, 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 3083, Hartenbos Township, in the Municipality and Division of Hartenbos, Western Cape Province, measuring 593 square metres, also known as 16 Loerie Crescent, Hartenbos.

*Improvements:* Vacant Stand.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. Ref. Mr Croucamp/Dalene/E16051, Tel No. 342-9164.

Case No. 2453/2003  
Box 140

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

**In the matter between: NEDBANK LIMITED, Plaintiff, and D.A. HOWES, First Defendant, and  
A. L. GOBLE, Second Defendant**

Pursuant to the judgment of the above Court granted on the 27th day of June 2003 and a writ of execution issued thereafter, the undermentioned property will be sold in execution at 10h00 on Monday, 1 September 2003 at the premises to the highest bidder:

13 Glanville Street, Tygerhof Estate, Milnerton, Erf 18329, Cape Town, in the City of Cape Town, Cape Division, Western Cape Province, in extent 793 (seven hundred and ninety three) square metres, held by Deed of Transfer No. T66039/2001.

The following improvements are situated on the property, although in this respect nothing is guaranteed: A free standing brick/plastered dwelling with tile roof, consisting of 3 bedrooms, bathroom, toilet, kitchen, lounge and outside room with en-suite 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 a 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, District of Cape Town.

Signed at Cape Town this 29th day of July 2003.

A. Fuchs, for Walker Inc., Plaintiff's Attorneys, 15th Floor, Pleinpark Building, Plein Street, Cape Town. (Ref: AF/MP/P621/W10871.)

Saak No. 23013/02

IN DIE LANDDROSHOF VIR DIE DISTRIK DIE KAAP GEHOU TE KAAPSTAD

**In die saak tussen: ABSA BANK BEPERK, Eiser, en PATRICIA OHLSSON, Verweerder**

In die gemelde saak sal 'n veiling gehou word op 2 September 2003 om 9h30 te Brizastraat 87, Table View:

Erf 3796, Milnerton, in die stad Kaapstad, Blaauwberg Administrasie, divisie: Kaap, provinsie van die Wes-Kaap, groot 993 vierkante meter, gehou deur die Verweerder kragtens Transportakte No. T68907/01.

1. *Verbeterings* (nie gewaarborg nie): 'n Woonhuis bestaande uit 3 slaapkamers, 1 sitkamer, 1 eetkamer, 1 badkamer, 1 kombuis, 1 swembad, dubbelmotorhuis.

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 30 Julie 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/Z10784.)

**Case No. 7068/02**  
**Box 15**

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and  
MICHAEL ROBIN SOUTHEY, Execution Debtor**

In terms of a judgment granted by the High Court of South Africa (Cape of Good Hope Provincial Division) dated 2 July 2003, the undermentioned property will be sold voetstoots and without reserve in execution by public auction, held on the premises, to the highest bidder on 3 September 2003 at 10h00:

Erf 57588, Cape Town at Claremont, in the City of Cape Town, Cape Division, Western Cape Province, in extent 396 square metres.

*Street address:* 51 Third Avenue, Claremont.

*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 sale which will be announced by the Sheriff of the High Court or Auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff, Coats Building, 32 Maynard Road, Wynberg, and also subject to the servitudes and conditions attaching to the property contained in the relevant Title Deeds.

(2) The following information is furnished but not guaranteed: A single dwelling build of bricks under a slate roof consisting of 2 bedrooms, kitchen, lounge, diningroom, bathroom/wc and garage.

(3) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance together with interest thereon at the prevailing rate of interest 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 14 (fourteen) days of the date of sale.

(4) The Purchaser shall pay auctioneer's commission, payable on the day of sale.

Dated at Bellville on 31 July 2003.

Buchanan Boyes, Attorneys for Execution Creditor, 2nd Floor, 5 High Street, Rosenpark, Bellville. (Home Loan Account: 217258034.)

**Case No. 8116/02**

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

**In the matter between: N W DISTRIBUTORS, Plaintiff, and FAIEZA ABRAHAMS, Defendant**

In execution of the judgment of the Magistrate's Court for the District of Goodwood in the above matter, a sale will be held in front of the Magistrate's Court, Mitchells Plain, at 10h00 on 26 August 2003, of the following property:

Erf 39055, Mitchells Plain, being 40 Naude Street, New Woodlands.

1. The sale is subject to the provisions of the Magistrate's Court Act No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of Section 66 of the above Act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may however at his option pay a deposit of ten per cent (10%) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the offices of the Sheriff of the Court, Mitchells Plain.



4. The following improvements are reported to be on the property but nothing is guaranteed: Free standing dwelling under asbestos roof consisting of: 1 lounge, 1 dining room, 1 kitchen, 1 bathroom/toilet and 3 bedrooms.

Dichmont & Thomson, Attorneys for Plaintiff, 102 House Vincent, Ebenezer Road, Wynberg.

Sheriff for the Court.

**Saak No. 1223/01**

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

**In die saak tussen PRINRO BUILDING & STEEL MERCHANTS (EDMS) BPK, Eiser, en  
J ARENDSE, h/a JAMES ARENDSE KONSTRUKSIE, Verweerder**

Ingevolge 'n vonnis van die Landdroshof van die distrik van Vredenburg, gedateer 13 Junie 2002 en 'n lasbrief vir eksekusie, sal die volgende eiendom in eksekusie verkoop word op Dinsdag, 26 Augustus 2003 te Waboomlaan 32, Wesbank, Malmesbury, om 10h00.

Erf 3433, Malmesbury, groot 660 (seshonderd en sestig) vierkante meter.

*Eiendom:* Erf 3433, Waboomlaan 32, Wesbank, Malmesbury.

Tien persent (10%) van die koopprys is betaalbaar by sluiting van die koopvooreenoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan Artikel 66 van die Wet op Landdroshowe Nr 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Voorwaardes kan nagegaan word by die kantore van die Balju, Malmesbury, en sal uitgelees word voor die verkoping.

Geteken te Vredenburg op hierdie 23ste dag van Julie 2003.

CT Claassen, Gys Louw & Vennote (Wes-Kaap) Ing, Prokureurs vir Eiser, Hoofstraat 6, Vredenburg. (Verw: CT Claassen/KVR/P0017/0061.)

**Case No. 18504/2002**

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

**In the matter between ABSA BANK LIMITED, Judgment Creditor, and GERTJIE JACOBS,  
Judgment Debtor, and JENIFER JACOBS, Second Judgment Debtor**

In pursuance of judgment granted on the 2nd 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 26 August 2003 at 12h00 at 2 Mulberry Way, Strandfontein, to the highest bidder:

*Description:* Erf 27967, Mitchells Plain, in extent one hundred and thirty (130) square metres.

*Postal address:* 56 Baviaan Kloof Street, Tafelsig, Mitchells Plain.

Held by the Defendants in their names under Deed of Transfer No. T48411/1994.

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: 3 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 16% 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 4 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.] (Ref: DBC/VS/50197848.)

Saak No.: 32847/00

## IN DIE LANDDORSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

**In die saak tussen: ABSA BANK BEPERK, Eiser, en TIMOTHY LISTER MAUGHAN N.O., IVAN MARTIN NETTE N.O., GALE EUSTASIA NETTE N.O., in hul hoedanigheid as Trustees indertyd van die ANTIMABI TRUST, IT4300/95, Verweerder**

In die gemelde saak sal 'n veiling gehou word op 27 Augustus 2003 om 14h00 te Milfordstraat 139, Plumstead:

Erf: 76914, Kaapstad te Plumstead, in die stad Kaapstad, Suid Skiereiland Administrasie, Divisie Kaap, Provinsie van die Wes-Kaap.

Groot: 595 vierkante meter.

Gehou deur die Verweerder kragtens Transportakte Nr. T6279/96.

1. Verbeterings (nie gewaarborg nie): 'n Woonhuis bestaande uit: 3 slaapkamers, 1 badkamer, 1 kombuis, 1 sitkamer, 1 eetkamer & 1 motorhuis.

2. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, en in die kantoor van die ondergetekende en bepaal onder andere dat:

2.1 Die verkoping voetstoots is aan die hoogste bieder;

2.2 een tiende van die koopprys in kontant betaalbaar is onmiddellik nadat die eiendom as verkoop verklaar is en dat die res met rente teen registrasie van oordrag betaal moet word.

Gedateer te Kaapstad hierdie 18 Julie 2003.

Marais Muller Ing., per: TR De Wet, Prokureur vir die Vonnisskuldeiser, 19de Vloer, Cartwrights Corner, Adderleystraat, Kaapstad. Tel: (021) 462 3420/Fax: (021) 465 2736. Epos: marmu@iafrica.com Verw: MS Small/edlg/Z05090.

Case No: 17001/01

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and RONALD MARTIN, First Defendant, and JANETTA MARTIN, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in Execution on 03 September 2003 at 09h00, Sheriff's Office, 16 Industrie Street, Kuils River, to the highest bidder:

Erf 3376, Eersterivier, Stellenbosch, 336 square metres, held by Deed of Transfer T12897/96, situate at 4 Witels Street, Eerste River.

*Property description:* Brick dwelling under tiled roof consisting of 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 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 14,00% 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 24 July 2003.

C&A Friedlander, Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z04066.)

Case No: 6102/03

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and BRONWYN ANTHEA ABELS, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in Execution on 04 September 2003 at 12h00, Sheriff's Office, 23 Mulberry Way, Strandfontein, to the highest bidder:

Erf 18800, Mitchells Plain, Cape, 156 square metres, held by Deed of Transfer T58331/2002, situate at 267 Amethyst Street, Mitchells Plain.

*Property description:* 3 bedrooms, bathroom, sep. toilet, 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 17,40% 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 23 July 2003.

C&A Friedlander, Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z04657)

**Case No: 5952/97**

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and DESMOND MAY JACOBS, First Defendant,  
and DEBORAH LINDA JACOBS, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in Execution on 04 September 2003 at 12h00, Sheriff's Offices, 2 Mulberry Way, Strandfontein, to the highest bidder:

Erf 5617, Mitchells Plain, Cape, 208 square metres, held by Deed of Transfer T3447/1997, situate at J34 Missouri Crescent, Portlands, Mitchells Plain.

*Property description:* Brick dwelling under tiled roof consisting of 3 bedrooms, bathroom, lounge/open plan kitchen. Full vibre-crete fence and burglar bars.

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 20,00% 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 24 July 2003.

C&A Friedlander, Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z04746.)

**Case No: 7252/03**

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and NEIL CLIVE YON, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in Execution on 04 September 2003 at 12h00, Sheriff's Offices, 2 Mulberry Way, Strandfontein, to the highest bidder:

Erf 48451, Mitchells Plain, Cape, 244 square metres, held by Deed of Transfer T47871/02, situate at 5 Sea Faerer, Strandfontein.

*Property description:* 4 bedrooms, lounge, kitchen, bathroom & family room.

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 17,00% 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 18 July 2003.

C&A Friedlander, Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z04629.)



Case No: 10757/03

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and FREDERICK RODNEY PETERSEN, First Defendant, and SALOME MARIA PETERSEN, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in Execution on 04 September 2003 at 12h00, Sheriff's Offices, 2 Mulberry Way, Strandfontein, to the highest bidder:

Erf 13827, Mitchells Plain, Cape, 237 square metres, held by Deed of Transfer T76370/01, situate at 3 Invader Street, Rocklands, 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 17,30% 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 18 July 2003.

C&A Friedlander, Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z04723.)

Case No. 10466/02

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

**In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and ANTHONY FREDERICK TEGGIN, Defendant**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 2nd of May 2002, the under-mentioned property will be sold in execution at 12h00 on 27 August 2003 at 2 Duke Manor, Station Road, Rondebosch:

(a) Section No. 2 as shown and more fully described on Sectional Plan No. SS246/1984, in the scheme known as Duke Manor, in respect of the land and building or buildings situate at Rondebosch, situate in the City of Cape Town, of which the floor area, according to the said sectional plan is 90 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. ST5046/1999.

Comprising of flat on ground level with brick walls consisting of 2 x bedrooms, lounge, open plan kitchen and bathroom and toilet, and known as 2 Duke Manor, Station Road, Rondebosch.

*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 16th day of July 2003.

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

Case No. 3235/03

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

**In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and SHAIN ALFONSO STEMMET, Defendant**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 27th March 2003, the under-mentioned property will be sold in execution at 09h00 on the 25th August 2003 at the Kuils River Sheriff's Office, 16 Industrie Street, Kuils River:

Erf 2062, Eersterivier, situate in the City of Cape Town, Cape Division, Province Western Cape, measuring 248 square metres and held by Deed of Transfer No. T54276/94, comprising of a brick building with tiled roof consisting of 3 bedrooms, lounge, bathroom and kitchen, and known as 68 River Crescent, Forest Park, Eerste River.

*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 16th day of July 2003.

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

**Case No. 3159/1998**

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

**In the matter between BOE BANK LIMITED, Plaintiff, and THEO WAYNE ADAMS, First Defendant, and LETTICIA VENETIA ADAMS, Second Defendant**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 11 March 1998, the under-mentioned property will be sold in execution at 09h30 on the 26th August 2003 at the premises:

Erf 4758 (portion of Erf 4733), Montague Gardens, situate in the City of Cape Town, Cape Division, Province Western Cape, measuring 247 square metres and held by Deed of Transfer No. T9274/1997 comprising of a brick dwelling under a tiled roof consisting of 2 x bedrooms, kitchen, lounge and bathroom & toilet, and known as 8 Runners Way, Summer Greens, Milnerton.

*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 22nd day of July 2003.

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

**Saak No. 4866/99**

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

**In die saak tussen MUNISIPALITEIT DRAKENSTEIN, Eksekusieskuldeiser, en H. J. MOSES, Eerste Eksekusieskuldenaar, en I. MOSES, Tweede Eksekusieskuldenaar**

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en Lasbrief gedateer 27 Mei 2003 sal die volgende onroerende eiendom hieronder beskryf, geregteik te Landdroshof, Bergrivier Boulevard, Paarl, verkoop word op 28 Augustus 2003 om 11h00 aan die hoogste bieder:

Erf No. 16786, Paarl, in die Munisipaliteit en Afdeling Paarl, Provinsie Wes-Kaap, groot 250 (tweehonderd-en-vyftig) vierkante meter, gehou kragtens Transportakte No. T81829/1991, geleë te Beethovenlaan 25, 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 10de dag van Julie 2003.

Aan: Die Balju vir die Landdroshof, Landdroshof Paarl.

Oosthuizen & Kie, Meyer De Waal, Prokureurs vir Eiser, Hoofstraat 304 (Posbus 246), Paarl. [Tel. (021) 872-3014.] [Fax (021) 872-2756.] (ML/ac/Z09325.)

Case No: 13673/2002

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

**CAPE OF GOOD HOPE BANK LIMITED, Plaintiff, and CASSIEM BRANDT, First Defendant, and SHARIFA BRANDT, Second Defendant**

In execution of the Judgment of the Magistrate's Court of Mitchells Plain in the above matter, a sale will be held on Tuesday, 26th August 2003 at 12h00 at 2 Mulberry Mall, Church Way, Strandfontein, of the following immovable property:

Erf 16741, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, in extent 176 (one hundred and seventy six) square metres, held by Defendants by Deed of Transfer No. T80054/1997 and subject to the conditions contained therein, also known as 32 Montague Drive, Portlands, Mitchells Plain.

The following information is furnished *re* the improvements, but in this regard nothing is guaranteed: A brick dwelling, with a tiled roof, enclosed by full brick fence, burglar bars, consisting of 1 garage, 3 bedrooms, cement floors, a separate kitchen, lounge, bathroom and toilet.

*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 Deeds. The highest bidder shall be the Purchaser, subject to the provisions of Section 66 of the above Act.

2. The Purchaser shall pay a deposit of 10% of the purchase price in cash or by way of a bank or building society guarantee cheque on the day of the sale and the balance (with interest at the rate of 15,00% per annum from the date of sale to the date of registration of transfer) against registration of transfer, which amounts are to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, and to be furnished to the Sheriff within fourteen (14) days from the date of sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain South.

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

The Sheriff of the Magistrate's Court, Mitchells Plain South.

Bowman Giffillan Findlay & Tait, Plaintiff's Attorneys, SA Reserve Bank Building, 60 St. George's Mall, Cape Town. Ref: A GORDON/la/117879.

Case No.: 45469/2002

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

**In the matter between: ABSA BANK LIMITED, Plaintiff (Execution Creditor), and PETER JOHN SAMUEL HARMSE, First Defendant (First Execution Debtor), and ALICE ELIZABETH HARMSE, Second Defendant (Second Execution Debtor)**

In pursuance of a judgment given in the Court of the Magistrate of Bellville and a writ of execution dated January 2003, a sale in execution will take place on Friday, the 29th day of August 2003 at 11h00 at the premises, being No. 39, 15th Avenue, Boston, Bellville, Western Cape, of:

*Certain:* Erf 8982, Bellville, in the City of Cape Town, Cape Division, Western Cape Province situate at No. 39 15th Avenue, Boston, Bellville, Western Cape, measuring 496 (four hundred and ninety six) square metres, held by the Execution Debtor under Deed of Transfer Number T.12778/2001.

The property is a single storey dwelling of brick walls under tiled roof comprising approximately kitchen, dining room, lounge, three bedrooms, bathroom and toilet, swimming pool, carport, single garage and servant quarters.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act, No. 32 of 1944, the property being sold *voetstoots* and as it stands and subject to the conditions of the existing Title Deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. Ten percent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Bellville who shall be the auctioneer.

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

MacCallums Inc., Per: A. H. Brukman, Execution Creditor's Attorneys, 2nd Floor, 35 Wale Street, Cape Town, 8001. (Ref.: AHB/KD/V06603.)

Saak No.: 6663/03

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

**In die saak tussen: ABSA BANK BEPERK, Eiser, en NAJMOEDIEN VAN DER SCHYFF, Verweerder**

In die gemelde saak sal 'n veiling gehou word op 26 Augustus 2003 om 14h00 te 202 Joie De Vivre, Plutoweg 70, Surrey Estate:



1. Deel No. 12, soos aangetoon en volledig beskryf op Deelplan No. SS51/92, in die skema bekend as Joie De Vivre, geleë te Athlone, in die Stad Kaapstad, Divisie Kaap, groot 60 vierkante meter, gehou kragtens Deeltitel Transport No. ST8598/2000.

2. Deel No. P12, soos getoon en volledig beskryf op Deelplan No. SS51/92, in die skema bekend as Joie De Vivre, geleë te Athlone, in die Stad Kaapstad, Divisie Kaap, groot 12 vierkante meter, gehou kragtens Notariële Akte van Sessie Nr. SK2201/2000S.

1. *Verbeterings* (nie gewaarborg nie): 'n Woonhuis, bestaande uit 2 slaapkamers, 1 kombuis, 1 sitkamer, 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;

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 16 Julie 2003.

Marais Muller Ing., Per: TR de Wet, Prokureur vir die Vonnisskuldeiser, 19de Vloer, Cartwrights Corner, Adderleystraat, Kaapstad. Tel: (021) 462-3420. Faks: (021) 465-2736. Verw: MA SMALL/edig/Z11941.

Case No. 628/99

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

**In the matter between: NATTYRE (PTY) LTD, t/a QUALITY TYRES, Plaintiff (Execution Creditor), and MOGAMAT JACOBS, t/a M J HAULERS, First Defendant (Execution Debtor)**

In pursuance of a judgment by the Court granted in the above suit the following immovable property will on the 27th of August 2003 at 09h00 be sold in execution. The auction will take place at The Office's of the Sheriff, Kuils River, 16 Industrie Road, Kuils River, and the property to be sold is:

Erf 6197, Eerste River, situated in the City of Cape Town, Division Stellenbosch, Province of the Western Cape, in extent 263 (two hundred sixty three) square metres, and which property is held and owned by Defendants in terms of Deed of Transfer T116669/1998, situate at 65 Springbok Street, Eerste River.

The following information is furnished as to the improvements though in this respect nothing is guaranteed: Singel dwelling with tiled roof, 3 bedrooms, kitchen, lounge and bathroom with toilet.

*Terms:*

1. The sale will be "voestoots" without reserve and to the highest bidder but subject to the Magistrate's Court Act and Rules and all conditions contained in the Title Deed under which the property is held.

2. Auctioneer's charges and 10% of the purchase price payable on the day of the sale and the balance to be secured within fourteen (14) days of the sale.

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

Signed at Cape Town this the 14th day of July 2003.

P du Toit, Mostert & Bosman, Attorneys for Plaintiff, Suite 3, Belmont Office Park, cnr Twist & Roger Street, Tyger Valley, Bellville. (Ref: P du Toit/eh/WB5516.)

Saak No. 6099/03

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen ABSA BANK BEPERK, Eiser, en ALWYN MEYER, Verweerder**

Eiendom geleë te Mariza Hof 3, Voortrekkerweg, Kraaifontein

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 28 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 3 September 2003 om 09h00:

Erf 11413, Kraaifontein, afdeling Paarl, groot 156 vierkante meter, ook bekend as Mariza Hof 3, Voortrekkerweg, Kaaifontein.

Gehou kragtens Transportakte No. T43687/1997.

*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.

(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 afslaaersgelde 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, Kuilsrivier en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532.

*Datum en verwysing:* 4 Augustus 2003. Mev Swart/AM364.

**Case No. 10083/2003**

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

**In the matter between: STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and SARAH FRANCES GOLDSBROUGH, First Execution Debtor, and JOHN GOLDSBROUGH, Second Execution Debtor**

Be pleased to take notice pursuant to a judgment granted by the above Honourable Court on 13th 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 28th August 2003 at 11.00 am at the premises situated at No. 22B Waterloo Road, Lansdowne:

*The property:* Erf 63576 (Portion of Erf 63248), Cape Town at Lansdowne in the Municipality of Cape Town, Cape Division, Western Cape Province, in extent 249 (two hundred and forty nine) square metres, situate at No. 22B Waterloo Road, Lansdowne.

*Improvements:* 2 living rooms, 3 bedrooms, 2 bathrooms, 1 kitchen (not guaranteed).

*Date of sale:* 28th August 2003 at 11.00 am.

*Place of sale:* No. 22B Waterloo Road, Lansdowne.

*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 for the Magistrate's Court, Wynberg East.

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 17th day of July 2003.

Malcolm Gessler Inc., Attorneys for the Judgment Creditor, Unit 2 Azalea House, Tokai Business Park, Tokai.

**Case No. 8188/2003**

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and BERNARD GRENVILLE LANGENHOVEN, First Execution Debtor, and LINDA SOPHIA LANGENHOVEN, Second Execution Debtor**

Be pleased to take notice pursuant to a judgment granted by the above Honourable Court on 12th 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 29th August 2003 at 02:00 pm at the premises situated at No. 10 Fourth Road, Heathfield.

*The property:* Erf 81075, Cape Town at Heathfield, situate in the City of Cape Town, Cape Division, Western Cape Province, in extent 639 (six hundred and thirty nine) square metres, situate at No. 10 Fourth Street, Heathfield.

*Improvements:* Single dwelling, tiled roof consisting: 4 bedrooms, kitchen, lounge, 2 bathrooms, diningroom, 2 toilets (not guaranteed). Outside building consisting: 2 bedrooms, lounge, kitchen, bathroom/toilet and garage (not guaranteed).

*Date of sale:* 29th August 2003 at 02:00 pm.

*Place of sale:* No. 10 Fourth Street, Heathfield.

*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 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 for the Magistrate's Court, Wynberg South.

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

Dated at Tokai on this 25th day of July 2003.

Malcolm Gessler Inc., Attorneys for the Judgment Creditor, Unit 2, Azalea House, Tokai Business Park, Tokai.

**Case No. 3568/2003**

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  
SAMUEL MAROOM, First Execution Debtor, and MAGRIETA MAROOM, Second Execution Debtor**

Be pleased to take notice pursuant to a judgment granted by the above Honourable Court on 23rd 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 29th August 2003 at 09:00 am at the premises situated at No. 16 Industrie Road, Kuils River.

*The property:* Erf 3359, Eerste River, situate in the Oostenberg Municipality, Division Stellenbosch, Western Cape Province, in extent 343 (three hundred and forty three) square metres, situate at No. 38 Witels Street, Silwood Heights, Eerste River.

*Improvements:* 2 bedrooms, kitchen, lounge, 1 bathroom and toilet and tiled roof (not guaranteed).

*Date of sale:* 29th 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 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 for the Magistrate's Court, Kuils River.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five percent) on the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand) and thereafter 3% (three percent) up to a maximum fee of R7 000,00 (seven thousand rand), minimum 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. 5541/2003**

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and  
MORIS MADIYOLI, Execution Debtor**

Be pleased to take notice pursuant to a judgment granted by the above Honourable Court on 22nd 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 27th August 2003 at 09:00 am at the premises situated at No. 16 Industrie Road, Kuils River.

*The property:* Erf 3281, Eerste River, situate in the Oostenberg Municipality, Division Stellenbosch, Western Cape Province, in extent 336 (three hundred and thirty six) square metres, situate at No. 40 Sondag Street, Silwood Heights, Eerste River.

*Improvements:* 2 bedrooms, kitchen, lounge, 1 bathroom and toilet, tiled roof (not guaranteed).

*Date of sale:* 27th 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 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 for the Magistrate's Court, Kuils River.



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

Dated at Tokai on this 11th day of July 2003.

Malcolm Gessler Inc., Attorneys for the Judgment Creditor, Unit 2, Azalea House, Tokai Business Park, Tokai.

Case No. 1937/03  
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  
NICOLAAS JOHANNES JOE, First Defendant, and PORSHIA ELOISE JOE, 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 21 Bleshoender Street, Avian Park, Worcester at 10:00 am on the 3rd day of September 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, 69 Durban Street, Worcester.

Erf 18472, Worcester, in the Breede Valley Municipality, Division Worcester, Province of the Western Cape, in extent 204 square metres, and situate at 21 Bleshoender Street, Avian Park, Worcester.

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 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).

Dated at Cape Town this 4th day of August 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/S5124/9439.

Case No. 279/98  
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  
MKHULULI ABROGATE NGXUMZA, First Defendant, and ASANDA NGXUMZA, 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 Mitchells Plain Magistrate's Court at 10:00 am on the 2nd day of September 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, cnr Highlands and Rosewood Drives, Weltevreden Valley.

Erf 1761, Mandalay, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 524 square metres, and situate at 20 Sierra Way, Mandalay.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 66 square metre main dwelling consisting of a living room, lounge, kitchen, 3 bedrooms, bathroom with a water closet and a 33 square metre outbuilding consisting of a garage.

**Terms:**

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

2. Auctioneer's charges, payable on the day of 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).

Dated at Cape Town this 4th day of August 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/S2919/6394.

Case No. 3775/03  
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  
ELIZABETH MAGDALENA VAN DER MERWE, 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 7 Klipheuwel Street, Williston at 10:00 am on the 5th September 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, 1A Calvyn Street, Calvinia.

Erf 117, Williston, in the Karoo Hoogland Municipality, Division Fraserburg, Province of the Western Cape, in extent 357 square metres, and situate at 7 Klipheuwel Street, Williston.

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, 4 bedrooms, bathroom with water closet and an outbuilding consisting of a bathroom and servants quarters.

*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).

Dated at Cape Town this 5th day of August 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/S5228/9550.

Case No. 2902/03  
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 ROMANO PERCY DANIELS,  
First Defendant, and ROCHELLE BERTHA DANIELS, Second Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 30 Westminister Street, Salt River, on the 4th day of September 2003 at 10:00 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, 6 Aerial Street, Maitland.

Remainder Erf 15516, Cape Town at Salt River, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 107 square metres, and situate at 30 Westminister Street, Salt 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 rand).

Dated at Cape Town this 4th day of August 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/S5180/9499.

Case No. 3061/03  
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  
EDWINA KATARINA WILLIAMS, 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, on the 3rd day of September 2003 at 09:00 am, 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 10419, Kraaifontein, in the City of Cape Town, Paarl Division, Province of the Western Cape, in extent 290 square metres, and situate at 138 Petunia Street, Scottsville, Kraaifontein.

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 rand).

Dated at Cape Town this 1st day of August 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/S5200/9519.

**Case No. 3062/03  
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  
SURAYA HOLLIDAY, Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 5 Penlyn Court, Quartz Street, Penlyn Estate, on the 4th day of September 2003 at 12 noon, 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.

a. Section No. 5 as shown and more fully described on Sectional Plan No. S286/91, in the scheme known as Penlyn Court, in respect of the land and building or buildings situate at Athlone, in the City of Cape Town, of which section the floor area, according to the said sectional plan, is 73 (seventy 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, and situate at 5 Penlyn Court, Quartz Street, Penlyn Estate.

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 rand).

Dated at Cape Town this 4th day of August 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/S5196/9515.

**Case No. 35326/01**

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

**In the matter between ABSA BANK LIMITED, MAITLAND, Plaintiff, and SHARON ELAINE ADAMS, First Defendant**

The following property will be sold in execution at the site being 11 Frank Rob Street, Milnerton on the 1 September 2003 at 11.00 am, to the highest bidder:

Erf 118239, Brooklyn, measuring three hundred and thirteen square metres, situate at 11 Frank Rob Street, Milnerton, 7405, held by Title Deed T7739/01.

**Property description:** A brick residential dwelling under a corrugated iron roof comprising of 2 bedrooms, lounge, kitchen, bathroom, toilet.

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 13.50% 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 offices 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, Reference: COL/BBS/Z06245.

**Saak No. 571/2001**

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

**In die saak tussen KAAP AGULHAS MUNISIPALITEIT, Eiser, en J H JOUMAT, Eerste Verweerder, en  
L JOUMAT, Tweede Verweerder**

Ingevolge 'n vonnis gelewer op 8 Junie 2001, in die Bredasdorp Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 5 September 2003 om 11:00 vm te Landdroskantoor, Langstraat, Bredasdorp, aan die hoogste bieder:

*Beskrywing:* Erf 2038, Struisbaai, geleë in die Munisipaliteit Kaap Agulhas, Afdeling Bredasdorp, provinsie Wes-Kaap, Erfnommer 2038, grootte 314 vierkante meter.

*Eiendomsadres:* Hophuis 2038, Struisbaai-Noord.

*Verbeterings:* Die eiendom is verbeter met 'n woonhuis, soos gehou deur die Skuldenaar kragtens Akte van Transport nommer T49356/1999.

*Vernaamste voorwaardes:* Tien persent (10%) van die koopprijs van die eiendom tesame met die Baljukommissie, moet onmiddellik na die veiling betaal word. Die balans-koopprijs, tesame met rente bereken vanaf die datum van verkoping tot die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapswaarborg wat binne veertien (14) dae na die verkoping, ingedien moet word by die Eiser se Prokureur.

Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, distrik van Bredasdorp, Kerkstraat, Bredasdorp.

Gedateer te Luttig & Seun op 29 Julie 2003.

Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280. Verwysing: Z12958.ALR.

**Saak No. 407/99**

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

**In die saak tussen BOLAND PKS, Eiser, en EVA JAARS, Eerste Verweerder**

Ingevolge 'n vonnis gelewer op Bredasdorp, in die 21 Junie 2003, Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 5 September 2003 om 11,00 te Landdroshof, Bredasdorp, aan die hoogste bieder:

*Beskrywing:* Erf 182, Napier in die Munisipaliteit, Kaap Agulhas Afdeling, Bredasdorp, provinsie Wes-Kaap, grootte 1 808 vierkante meter.

*Eiendomsadres:* Hertzogstraat 10, Napier, gehou kragtens Transportakte nr. T28882/1973.

*Vernaamste voorwaardes:* Tien persent (10%) van die koopprijs van die eiendom tesame met die Baljukommissie, moet onmiddellik na die veiling betaal word. Die balans-koopprijs, tesame met rente bereken vanaf die datum van verkoping tot die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapswaarborg wat binne veertien (14) dae na die verkoping, ingedien moet word by die Eiser se Prokureur.

Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, distrik van Bredasdorp, Kerkstraat, Bredasdorp.

Gedateer te Luttig & Seun op 29/7/03.

Eiser se Prokureur, Luttig en Seun, Waterkanstraat, Bredasdorp, 7280. Verwysing: Z10107/BS.

**Case No. 2270/2003**

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

**In the matter between: STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and  
ANGELO DONAVAN CARR, Execution Debtor**

Be pleased to take notice that pursuant to a Judgment granted by the above Honourable Court on 13th February 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 05th September 2003 at 10:00 am at the premises of the Magistrate's Court, Church Street, Wynberg.

*The property:* Erf 1313, Pelikan Park, situated in the City of Cape Town, Cape Division, Western Cape Province, in extent 276 (two hundred and seventy-six) square metres, situated at No. 3 Vygie Road, Pelican Park.

*Improvements:* Single dwelling, brick walls, tiled roof consisting: 2 bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed).

*Date of sale:* 05th September 2003 at 10:00 am.

*Place of sale:* Magistrate's Court, Church Street, Wynberg.

*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 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 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, Wynberg South.

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

Dated at Tokai on this 32nd day of July 2003.

Malcolm Gessler Inc., Attorneys for the Judgment Creditor, Unit 2, Azalea House, Tokai Business Park, Tokai.

**Case No. 3032/2003**

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 FRANK DERICK RHODE, First Execution Debtor, and BELINDA CHARMAINE RHODE, Second Execution Debtor**

Be pleased to take notice that 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 01st September 2003 at 9:00 am at the premises of No. 16 Industrie Road, Kuils River.

*The property:* Erf 1293, Scottsdene, situated in the City of Cape Town, Division Stellenbosch, Western Cape Province, in extent 502 (five hundred and two) square metres, situated at No. 22 Rosanna Street, Bernadino Heights, Kraaifontein.

*Improvements:* 3 living-room, 3 bedrooms, 2 bathrooms. (not guaranteed).

*Date of sale:* 01st September 2003 at 9:00 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 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 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, Kuils River.

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

Dated at Tokai on this 22nd day of July 2003.

Malcolm Gessler Inc., Attorneys for the Judgment Creditor, Unit 2, Azalea House, Tokai Business Park, Tokai.

**Saak No. 69424/98**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

**In die saak tussen: ABSA BANK BEPERK, Eiser, en BRUWER ANDRIES JOHANNES – ID: 6811265001085, Verweerder**

'n Openbare veiling sonder reserwe prys word gehou deur die Balju Piketberg te Erf 1318, Laaiplek, Veldrif, Wes Kaap Provinsie (Evelyn Laan 17, Port Owen), op 28 Augustus 2003 om 10h00 van:

Erf 1318, Laaiplek, Veldrif, Wes Kaap Provinsie, groot 625 (seshonderd vyf en twintig) vierkante meter, gehou kragtens Akte van Transport Nr. T21055/1985.

*Straatadres:* Evelyn Laan 17, Port Owen.

Leë onverbeterde erf.

Die omvang van die verbeterings word nie gewaarborg nie.

Verkoopsvoorwaardes ter insae by Balju, Piketberg, Vesperstraat 3, Piketberg.

Rooth & Wessels, Pretoria. Verw: Geyser/mev Mare/MJ/A3469. Tel: 300-3027.

Case No. 4026/03  
Box 299IN 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 FARIED ABRAHAMS, Identity Number: 6407225129080, unmarried, Defendant**

A Sale in Execution of the undermentioned property is to be held without reserve at the premises, situated at 6 Lady May Street, Athlone on 28 August 2003 at 14h00.

Full Conditions of Sale can be inspected at the Sheriff, Wynberg East, situated at 8 Claude Road, Athlone Industria 1, Athlone and will be read out prior to the Sale.

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

*Property:* Remainder Erf 33217, Cape Town at Athlone, situated in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer No. T88582/2002.

Subject to all the terms and conditions contained therein.

*Situated at:* 6 Lady May Street, Athlone.

*Improvements:* 1 x entrance hall, 1 x lounge, 1 x family room, 1 x dining-room, 1 x kitchen, 2 x bedrooms, 1 x bathroom, 1 x wc. *Out:* 1 x garage, 1 x carport, 1 x servants room, 1 x storeroom. *Granny flat:* 1 x kitchen, 1 x bedroom, 1 x bathroom, 1 x wc.

Dated at Cape Town on this 31 day of July 2003.

Steyl-Vosloo, per L J Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. Ref. LJV/fa/FV0242.

Saak No. 2068/2003

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

**In die saak tussen: ABSA BANK BEPERK, Vonnisskuldeiser, en M EDWARDS, Vonnisskuldenaar**

Ter uitvoering van 'n Vonnis van die Landdroshof te Vredenburg, sal veiling van die ondervermelde eiendom gehou word op Vrydag, 29 Augustus 2003 om 10h30 by die perseel naamlik:

Erf 6359, Saldanha, in die Munisipaliteit Saldanhabaai, Afdeling Malmesbury, Provinsie Wes-Kaap, groot 474 vierkante meter, geleë te Westerdamstraat 6, Saldanha, bestaande uit 5 slaapkamers, 2 motorhuise, sitkamer, sonkamer, eetkamer, kombuis, 2 badkamers en familiekamer, niks gewaarborg nie.

11h00 by die perseel naamlik: Erf 3912, Saldanha, in die Munisipaliteit Saldanhabaai, Afdeling Malmesbury, Provinsie Wes-Kaap, groot 885 vierkante meter, geleë te Albatrosstraat 5, Saldanha, bestaande uit 3 slaapkamers, 2 motorhuise, 2 badkamers, sitkamer, eetkamer, kombuis, waskamer en familiekamer, niks gewaarborg nie

*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 koopprys 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 Vredenburg en by die kantoor van die ondergetekende.

Swemmer & Levin, Prokureurs vir Vonnisskuldeiser h/v Hoof- en Kerkstrate, Vredenburg. Tel. (022) 713-2221. Verw. A K POTGIETER/sc/KE0202.

Case No. 6892/00

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

**In the matter between: TRADEWITH 101 (PTY) LTD t/a RALLY MOTORS, Plaintiff, and MR JACOBS t/a JACOBS TRANSPORT, Defendant**

In pursuance of a judgment granted on 13-08-2000, 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 1st day of September 2003 at 09:00 am at 16 Industrie Road, Kuils River to the highest bidder:

*Description:* Erf 937, Kraaifontein, in the Municipality of Oostenberg, Division Cape, Province Western Cape, also known as 175 Muller Street, Peerless Park, Kraaifontein, in extent 496 square metres.

*Improvements:* Brick walls with tile roof, lounge, kitchen, 2 bedrooms, bathroom with toilet, held by the Defendant in his/her name under Deed of Transfer No. T72311/2001.



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 affected 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 21 July 2003.

E C Jearey, Plaintiff's Attorneys, Malan Laàs & Scholtz Inc., M5 Place, 2A Hibiscus Rd, Durbanville, 7550; P O Box 606, Sanlamhof, 7532. Tel. (021) 976-0966. Ref. ECJ/R0033/0010/SS.

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

### GAUTENG

**WRIGHT BEZUIDENHOUT AFSLAERS & EIENDOMSAGENTE BK, h/a LIBRA AFSLAERS/EIENDOMSAGENTE,  
CK96/06701/23, BTW: 4250157957**

**ESTATE LATE MR R M JANS, 13 Du Toit Street, Timsrand, Centurion**

**Master's Reference 20968/02**

Duly instructed by the Executor we will sell by public auction on the premises the following: Certain small holding, 13 Timsrand, known as 13 Du Toit Street, Timsrand, measuring 2,5705 hectares, on Wednesday, 20 August 2003 at 10:00.

*Improvements:* 3 Bedroom house with swimming pool, 2 cottages, offices, store rooms. *Movable assets:* Household furniture. Toyota Camry.

*Movable assets of Rox Civils (Pty) Ltd:* Office furniture, concrete mixers, wheelbarrows, tools, scaffolding, reinforced steel, Isuzu Bakkie (not in running condition) big compressor, power plant, wood saw, steel moulds, asbestos tiles, second hand building material, scrap metal and much more, 1984 Hino Truck 5 ton.

*Conditions of sale:* Fixed property 10% deposit and 30 days for guarantees.

Moveable assets cash or bank guaranteed cheque plus 14% VAT. auctioneers commission of 15% plus VAT on purchase price.

Registration fee R200,00 refundable.

*Enquiries:* Libra Auctioneers (011) 953-3000, Giel Bezuidenhout 083 282 8925.

Wright Bezuidenout Afslaers & Eiendomsagente BK, h/a Libra Afslaers/Eiendomsagente, CK96/06701/23, BTW: 4250157957, Eloffstraat 17, Krugersdorp, 1739, Tel: (011) 953-3000, 953-3008. E pos adres: libraauction@mweb.co.za; Posbus 2814, Krugersdorp, 1740, Faks: (011) 953-2729.

### VENDOR AFSLAERS

#### VEILING EIENDOM

*Opdraggewer:* Kurator—I/B: **S J Viljoen**—T51549/02 verkoop Vendor Afslaers per openbare veiling 29 Augustus 2003 om 11:00, Barabarastraat 839, Theresapark X1, Pretoria.

*Beskrywing:* Erf 711, Theresa Park X1, Tshwane Plaaslike Munisipaliteit, Gauteng.

*Verbeterings:* 1000 m<sup>2</sup>.

*Betaling:* 15% dep. plus 3% kommissie.

*Inligting:* (012) 431 7000.

Vendor Afslaers, Posbus 26491, Gezina, 0031, Tel. (012) 431 7000. Faks (012) 431 7070. Verw. Viljoen. 04004.hm. email auctions@venditor.co.za

**VENDOR AFSLAERS****VEILING LOSBATES**

In opdrag van eksekuteurs verkoop ons die bates van die ondergenoemde boedel per openbare veiling:

*In likwidasië:* Flite Food Services CC, h/a The Keg & Feather Restaurant T1676/03, 27 Augustus 2003 om 10:00, Menlyn Retail Park, Pretoria.

*Beskrywing:* Bekende Restaurant & Toerusting.

*Betaling:* Kontant of bankgewaarborgde tjeks.

*Inligting:* (012) 431 7000.

Venditor Afslers, Posbus 26491, Gezina, 0031, Tel. (012) 431 7000. Faks (012) 431 7070. Verw. Losbates/izzi. email movables@venditor.co.za

**PROPERTY MART****INSOLVENCY SALE****RISIVILLE-VEREENIGING****IMMACULATE 3 BEDROOM HOME WITH STUDY, POOL AND LAPA**

Duly instructed by the Trustee of the insolvent estate of **J P Viljoen** (Master's Ref. T242/03)

We shall sell the following property subject to maximum 7 days confirmation: Erf 691, Risiville, Vereeniging, measuring 991 sq metres and situated at 6 May Avenue, Risiville.

The property is improved with a dwelling comprising an entrance hall, lounge, dining room, kitchen with breakfast nook, study, 3 bedrooms with B.I.C. and 2 bathrooms (m-e-s). Other improvements consist of a covered verandah, a pleasant pool area with lapa and built in braai, an outside laundry, staff facilities and a double lock up garage.

*Auctioneer's note:* All outside doors are fitted with security gates, carpets are brand new and most windows are fitted with blinds.

*Viewing:* Daily from 10h00–17h00.

Sale takes place at 6 May Avenue, Risiville, on Tuesday, 19th August 2003 at 11h00.

*Terms:* 15% deposit payable in cash or bank guaranteed cheque at the drop of the hammer. Balance payable on transfer but to be secured within 30 days of confirmation by an acceptable guarantee.

*Auctioneers:* Property Mart (Est. 1963), Tel: (011) 640-4459/60. Fax: (011) 640-5943, A/H (011) 793-6164, C Mostert or A/h (011) 616-4457 C de Vrye. Website: www.propertymart.co.za/E-mail: propertymart@mweb.co.za

**PROPERTY MART****INSOLVENCY SALE—UNRESERVED****CHRISVILLE—JOHANNESBURG****CONVENIENTLY SITUATED 3 BEDROOM HOME WITH 2 FLATLETS**

Duly instructed by the Trustee in the Insolvent Estate of **S & Z Ebrahim**, Master's Ref. T660/03. We shall sell the following property subject to maximum 7 days confirmation:

Erf 203, Chrisville, Johannesburg, measuring 766 square metres and situated at 7 Winifred Street.

The property is improved with a single storey dwelling comprising a lounge/diningroom, kitchen with breakfast nook/sunroom, 3 bedrooms with B.I.C. and a full bathroom. Other improvements are 2 x 1 bedroom flatlets, one with bath and w/c and other with shower and w/c, a single garage and paved driveway.

*Viewing:* Daily between 10h00 to 17h00.

Sale takes place at 7 Winifred Street on Wednesday, 20th August 2003 at 11h00.

*Terms:* 15% deposit payable at the drop of the hammer in cash or bank guaranteed cheque. Balance payable on registration of transfer but to be secured by acceptable guarantee within 30 days of confirmation.

*Auctioneers:* Property Mart (Est. 1963). Tel: (011) 640-4459/60. Fax: (011) 640-5943. A/H (011) 793-6164 C Mostert or A/H (011) 616-4457 C de Vrye. WEBSITE: www.propertymart.co.za. E-mail: propertymart@mweb.co.za

SAIA LOGO

**PHIL MINNAAR AFSLAERS GAUTENG****OPENBARE VEILING**

In opdrag van die Kurator van die Insolvente Boedel van **FM Familietrust**, Meestersnr. T1724/03, bied **Phil Minnaar Afslers Gauteng**, 'n 3-slaapkamer woonhuis met swembad aan per openbare veiling te Jorissenstraat 565, Sunnyside, Pretoria, op 21-08-2003 om 11:00.

*Terme:* 15% deposito in bankgewaarborgde tjek en die balans koopprys is betaalbaar binne 30 dae na bekragtiging.

Bekragtiging geskied met die val van die hamer.

Afslaerskommissie van 3% plus BTW daarop is betaalbaar deur die Koper.

Skakel Phil Minnaar Afslaers Gauteng by (012) 343-3834.

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### KOPANO AUCTIONEERS (PTY) LTD

ACCELCOM (PTY) LTD, CASHO BK (IN LIQUIDATION), T2065/03, EMMANUEL VAN EEDEN HOLDINGS (PTY) LTD (IN LIQUIDATION) T5430/02, THE PENPALS CC T1611/03 (IN LIQUIDATION), INSOLVENT ESTATES A & BC VILJOEN T3440/01, AM STAFFORD T721/02, AS ANKER T1936/03, AJ SMIT T936/03, JA & JMG VAN ZYL T3353/02, ESTATE LATE JAN FREDERICK PRETORIUS 4185/03.

Duly instructed by the Trustee in the abovementioned estate we will offer for sale by public auction the following on: Thursday, 21 August 2003 at 10h00, furniture, office equipment, computers, printers, fax machines, weapons, vehicles.

*Auction venue:* Kopano Auctioneers, Holding 65, Lavender Road, Bon Accord.

Above is subject to change without prior notice.

*Viewing:* 19th & 20th August 2003.

*Terms:* R2 500,00 refundable deposit with registration. Balance in cash or bank guarantee cheque as well as 5,7% buyers commission (including VAT).

No exceptions!

Further conditions of sale will be available on day of sale.

*Directions:* Follow the sign boards.

*Enquiries:* Marco Dippenaar, (012) 562-0385/7 & 562-0420/1. [www.kopanoauctions.co.za](http://www.kopanoauctions.co.za)

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## KWAZULU-NATAL

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### AUCOR GROUP

#### PUBLIC AUCTION

Per instructions by the secured creditors in terms of section 83 of the Insolvency Act, the **Aucor Group** will offer for sale by public auction engineering equipment relating to: **Natal Die Casting Co (Pty) Ltd** (in liquidation), Master's Reference No. N135/03, **Allied Procurement Services (Pty) Ltd** (in liquidation), Master's Reference No. N135/03, Top Quality Machining Centres & Engineering Machines, CNC Machine Centres, milling machines, lathes, compressors, spark eroders, Allied Tool Room machinery, forklifts, trucks, on Tuesday, 19th August 2003 at 10:30 am, at 34/36 Hagart Road, Pinetown, KwaZulu-Natal.

For a detailed listing contact Aucor.

*View:* Day prior to auction (09h00—16h00) or by appointment.

*Registration deposit:* R5 000 by bank cheque or bank transfer only.

Terms & conditions apply. For details contact the Auctioneer. Details subject to change without prior notice.

For further details kindly contact the Auctioneer.

*Auction to take place:* Aucor Midrand, Call Centre. Tel: (011) 237-4433. Fax: (011) 237-4445. E-mail: [kim.santos@aucor.com](mailto:kim.santos@aucor.com); P O Box 2929, Halfway House, 1685.

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## MPUMALANGA

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### PHIL MINNAAR AFSLAERS—JOHANNESBURG

#### BOEDEL WYLE: SJ BASSON

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 19 Augustus 2003 om 12h00, Gedeelte 7 (gedeelte van Gedeelte 5), v/d plaas Mooifontein 109, Registrasieafdeling IT, Msukaligwa Plaaslike Munisipaliteit, Mpumalanga, grootte ± 42,8266 ha.

*Voorwaardes:* 20% van verkoopprys per bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig dae van bevestiging van verkoping.

Phil Minnaar Afslaers—Johannesburg, Tel: (011) 475-5133.



**CRONJE DE WAAL & VAN DER MERWE AFSLAERS BK (CK1993/015074/23), Tel: (017) 631-2960**

INSOLVENTE BOEDEL VAN ABDUL CONTRACTORS BK (IN LIKWIDASIE), VRYDAG, 22 AUGUSTUS 2003  
OM 11:00 TE VREDESTRAAT 10, VOLKSRUST

*Veiling van onroerende eiendom:* Sekere erf bekend as Erf 319, Volksrust, Registrasie Afdeling HS, Mpumalanga, groot 1 117 (een een een sewe) vierkante meter, gehou kragtens Akte van Transport T.132843/2000, beter bekend as Vredestraat 10, Volksrust.

'n Gesinswoning bestaande uit 3 slaapkamers, sitkamer, eetkamer, kombuis, 1 badkamer, 1 motorhuis met afdak.

*Afslersnota:* 'n Woning met baie potensiaal.

*Voorwaardes:* 10% deposito in kontant of bankgewaarborgde tjek by toeslaan van die bod. Eiendom word verkoop onderhewig aan bekragting met die val van die hammer. Bank waarborg vir balans van koopprys binne 14 dae na bekragting van veiling. Afslerskommissie van 6% op koopprys is betaalbaar op dag met veiling. Volledige veilingsvoorwaardes beskikbaar by afslers.

*Besigtiging per afspraak:* Navrae te Tel: (017) 631-0410 (Mnr SWP de Waal/M Needham).

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**VENDOR AFSLAERS**

INSOLVENTE BOEDEL: R P MORIPE—T5420/01

*Veiling eiendom: Opdraggewer:* Kurator—insolvente boedel: **R P Moripe**—T5420/01, verkoop Vendor Afslers per openbare veiling: 21 Augustus 2003 om 11:00, gedeelte van Gedeelte 7 ('n gedeelte van Gedeelte 1) van die plaas Kameelrivier 160.

*Beskrywing:* Gedeelte 7 ('n gedeelte van Gedeelte 1) van die plaas Kameelrivier-A 160, Registrasie Afdeling JR, Mpumalanga.

*Verbeterings:* Ongeproklameerde dorpsgebied Moripe Gardens met ±260 onverbeterde erwe, ± 13 woonhuise & losbates.

*Betaling:* 10% dep.

*Inligting:* Tel: (012) 431-7000.

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**NORTHERN PROVINCE  
NOORDELIKE PROVINSIE**

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**PHIL MINNAAR AFSLAERS—JOHANNESBURG**

BOEDEL WYLE: P RAMPHELE

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 19 Augustus 2003 om 11h00, Erf 1337, Seshogo-D, Registrasieafdeling LS, Pietersburg-Polokwane TLC, Noordelike Provinsie, grootte ± 888 m<sup>2</sup>.

*Voorwaardes:* 20% van verkoopprys bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig dae van bevestiging van verkoping.

Phil Minnaar Afslers—Johannesburg, Tel: (011) 475-5133.

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**WESTERN CAPE  
WES-KAAP**

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**AUCTION ALLIANCE**

Duly instructed by Ms J Matthews, Liquidator of **Mazaleni Property Investments (Pty) Ltd**, Master's Reference No. C728/02 (in liquidation), we will hereby sell the property known as 173 Main Road, Claremont (Erf 58333, Cape Town).


*Sale to take place on site at:* Holiday Inn, Main Road, Newlands.

*Date of sale:* Wednesday, 20 August 2003 at 11h00.

*Description:* Property comprising: *Lower ground floor:* 3 shops. *Ground floor:* Corner shop, office space.

*Terms:* 10% deposit plus 7,5% auctioneer's commission plus VAT on the hammer. The balance is payable on registration of transfer. The sale is subject to a 7 day confirmation period.





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