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No. 25780

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LEGAL NOTICES

WETLIKE

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

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IMPORTANT ANNOUNCEMENT

Closing times **PRIOR TO PUBLIC HOLIDAYS** for
LEGAL NOTICES
GOVERNMENT NOTICES 2003

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

- ▶ **11 December**, Thursday, for the issue of Friday **19 December 2003**
- ▶ **15 December**, Monday, for the issue of Wednesday **24 December 2003**
- ▶ **19 December**, Friday, for the issue of Friday **2 January 2004**

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

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

BELANGRIKE AANKONDIGING

Sluitingstye **VOOR VAKANSIEDAE** vir
WETLIKE KENNISGEWINGS
GOEWERMENTSKENNISGEWINGS 2003

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

- ▶ **11 Desember**, Donderdag, vir die uitgawe van Vrydag **19 Desember 2003**
- ▶ **15 Desember**, Maandag, vir die uitgawe van Woensdag **24 Desember 2003**
- ▶ **19 Desember**, Vrydag, vir die uitgawe van Vrydag **2 Januarie 2004**

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede, aanvaar word, sal 'n dubbeltarief gehef word

Wanneer 'n **APARTE** *Staatskoerant* verlang word moet die kopie drie kalenderweke voor publikasie ingedien word

LIST OF FIXED TARIFF RATES AND CONDITIONS

FOR PUBLICATION OF LEGAL NOTICES IN THE GOVERNMENT GAZETTE

COMMENCEMENT: 1 APRIL 2003

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

LIST OF FIXED RATES

(In order to bring the cost of advertising of legal notices more in line with the cost in the private sector, and to reduce the burden of cross subsidy by departments, it is recommended that the rate be increased by 11%, rounded off to the nearest rand, and be implemented as from 1 April 2003.)

**New
rate per
insertion**

STANDARDISED NOTICES

R

ADMINISTRATION OF ESTATES ACTS NOTICES: Forms J 297, J 295, J 193 and J 187	20,00
BUSINESS NOTICES	46,00
INSOLVENCY ACT AND COMPANY ACT NOTICES: Forms J 28, J 29 and Forms 1 to 9	40,00
<i>N.B.:</i> Forms 2 and 9—additional statements according to the Word Count Table, added to the basic rate.	
LOST LIFE INSURANCE POLICIES: Form VL	24,00
UNCLAIMED MONIES —Only in an Extraordinary Gazette. Closing date: 15 January (per entry of "name, address and amount")	14,00

NON-STANDARDISED NOTICES

COMPANY NOTICES:

<i>Short notices:</i> Meetings, resolutions, offer of compromise, conversion of company, voluntary windings-up; closing of transfer or member's registers and/or declaration of dividends	94,00
Declaration of dividend with profit statements, including notes	206,00
<i>Long notices:</i> Transfers, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations	320,00

LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES	74,00
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LIQUOR LICENCE NOTICES in an Extraordinary Gazette. (All provinces appear on the first Friday of each month.) The closing date for acceptance is two weeks prior to date of publication	66,00
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ORDERS OF THE COURT:

Provisional and final liquidations or sequestrations	120,00
Reductions or changes in capital, mergers, offers of compromise	320,00
Judicial managements, curator bonus and similar and extensive rules <i>nisi</i>	320,00
Extension of return date	40,00
Supersessions and discharge of petitions (J 158)	40,00

SALES IN EXECUTION AND OTHER PUBLIC SALES:

Sales in execution	180,00
Public auctions, sales and tenders:	
Up to 75 words	54,00
76 to 250 words	140,00
251 to 300 words	226,00

WORD COUNT TABLE

For general notices which do not belong under the afore-mentioned headings with fixed tariff rates and which comprise 1600 or less words, the rates of the Word Count Table must be used. Notices with more than 1600 words, or where doubt exists, must be sent in *before publication* in terms of paragraph 10 (2) of the conditions for publication.

Number of words in copy	One insertion	Two insertions	Three insertions
	R	R	R
1– 100.....	68,00	94,00	106,00
101– 150.....	100,00	140,00	160,00
151– 200.....	134,00	186,00	214,00
201– 250.....	168,00	240,00	266,00
251– 300.....	200,00	280,00	320,00
301– 350.....	234,00	334,00	374,00
351– 400.....	266,00	380,00	424,00
401– 450.....	300,00	426,00	480,00
451– 500.....	334,00	474,00	534,00
501– 550.....	360,00	520,00	580,00
551– 600.....	400,00	566,00	634,00
601– 650.....	426,00	614,00	686,00
651– 700.....	466,00	660,00	740,00
701– 750.....	500,00	706,00	792,00
751– 800.....	526,00	752,00	846,00
801– 850.....	566,00	800,00	900,00
851– 900.....	592,00	852,00	952,00
901– 950.....	634,00	900,00	1 006,00
951–1000.....	660,00	946,00	1 060,00
1001–1300.....	860,00	1 225,00	1 372,00
1301–1600.....	1 059,00	1 506,00	1 692,00

CONDITIONS FOR PUBLICATION OF LEGAL NOTICES

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

LIABILITY OF ADVERTISER

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

COPY

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

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

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

PAYMENT OF COST

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

PROOF OF PUBLICATION

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

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

GAUTENG

Case No. 19359/2001

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

**In the matter between FIRSTRAND BANK LIMITED, Execution Creditor, and KHESWA: STRIKE, and
KHESWA: VALAMLOMO PATRICIA, Execution Debtors**

In pursuant to a judgment in the above Magistrate's Court, the undermentioned property will be auctioned on the 18th December 2003 at 10h00 by the Sheriff Magistrate's Court, at the offices of the Magistrate's Court, 69 Juta Street, Braamfontein.

Certain: Erf 27, Protea South Ext 1 Township, Registration Division I.Q., Province Gauteng (Erf 27, Protea South Ext 1, City of Johannesburg), extent 300 (three hundred) square metres.

Improvements: Dwelling with outbuildings (no guarantee is given in respect of improvements).

Terms: Ten percent (10%) of the purchase price is payable on date of sale and the balance together with interest at a rate of 13,00% per annum from the date of sale until date of payment to be guaranteed by a Bank, Building Society and/or any other acceptable guarantee. Such guarantee must be delivered to the Sheriff, Magistrate Court, Lenasia, within 14 (fourteen) days from date of sale. The sale is subject to Section 66 of Act 32 of 1944 as amended.

Conditions: The comprehensive conditions of sale can be inspected at the offices of the Sheriff, Lenasia.

Dated at Vereeniging this 15th day of November 2003.

(sgd) M M P de Wet, Steyn Lyell & Marais, Steyn Lyell & Marais Building, 21 Leslie Street, Vereeniging. Tel: 421-4471.
Ref: Mrs Harmse/B Joubert/NF1176.

Case No. 17623/2003

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

**In the matter between FIRSTRAND BANK LIMITED, Execution Creditor, and MOTLOUNG: MIRRIAM DOREEN,
Execution Debtor**

In pursuant to a judgment in the above Magistrate Court, the undermentioned property will be auctioned on the 17th December 2003 at 10h00 by the Sheriff, Magistrate's Court, at the offices of the Sheriff, 34A Kruger Avenue, Vereeniging.

Certain: Erf 952, Sonlandpark Township, Registration Division I.Q., Province of Gauteng, (58 Majuba Street, Sonlandpark), extent 1 148 (one thousand one hundred and forty eight) square metres.

Improvements: Dwelling with outbuildings (no guarantee is given in respect of improvements).

Terms: Ten percent (10%) of the purchase price is payable on date of sale and the balance together with interest at a rate of 13,50% per annum from the date of sale until date of payment to be guaranteed by a Bank, Building Society and/or any other acceptable guarantee. Such guarantee must be delivered to the Sheriff, Magistrate Court, Vereeniging, within 14 (fourteen) days from date of sale. The sale is subject to Section 66 of Act 32 of 1944 as amended.

Conditions: The comprehensive conditions of sale can be inspected at the offices of the Sheriff, Vereeniging.

Dated at Vereeniging this 15th day of November 2003.

(sgd) M M P de Wet, Steyn Lyell & Marais, Steyn Lyell & Marais Building, 21 Leslie Street, Vereeniging. Tel: 421-4471.
Ref: Mrs Harmse/B Joubert/NF1680.

Case No. 19643/2002

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

In the matter between FIRSTRAND BANK LIMITED, Execution Creditor, and MMU S KHAFELA, Execution Debtor

In pursuant to a judgment in the above Magistrate Court, the undermentioned property will be auctioned on the 18th December 2003 at 10h00 by the Sheriff, Magistrate's Court, at the offices of the Sheriff, Marda Mall, 19 Loch Street, Meyerton.

Certain: Erf 2299, Evaton North Township, Registration Division I.Q., Province Gauteng (2299 Evaton North, Evaton), extent 385 (three hundred and eighty five) square metres.

Improvements: Dwelling with outbuildings (no guarantee is given in respect of improvements).

Terms: Ten percent (10%) of the purchase price is payable on date of sale and the balance together with interest at a rate of 17,00% per annum from the date of sale until date of payment to be guaranteed by a Bank, Building Society and/or any other acceptable guarantee. Such guarantee must be delivered to the Sheriff, Magistrate Court, Meyerton, within 14 (fourteen) days from date of sale. The sale is subject to Section 66 of Act 32 of 1944 as amended.

Conditions: The comprehensive conditions of sale can be inspected at the offices of the Sheriff, Meyerton.

Dated at Vereeniging this 15th day of November 2003.

(sgd) M M P de Wet, Steyn Lyell & Marais, Steyn Lyell & Marais Building, 21 Leslie Street, Vereeniging. Tel: 421-4471.
Ref: Mrs Harmse/B Joubert/NF1065.

Case No. 17622/2003**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF VEREENIGING HELD AT VEREENIGING****In the matter between FIRSTRAND BANK LIMITED, Execution Creditor, and SCHEEPERS: BAREND SEBASTIAAN, and SCHEEPERS: JOHANNA WILHELMINA, Execution Debtors**

In pursuant to a judgment in the above Magistrate Court, the undermentioned property will be auctioned on the 17th December 2003 at 10h00 by the Sheriff, Magistrate's Court, at the offices of the Sheriff, 34A Kruger Avenue, Vereeniging.

Certain: Erf 217, Duncanville Township, Registration Division I.Q., Province Gauteng (6 Dan Pienaar Street, Duncanville), extent 1 309 (one thousand three hundred and nine) square metres.

Improvements: Dwelling with outbuildings (no guarantee is given in respect of improvements).

Terms: Ten percent (10%) of the purchase price is payable on date of sale and the balance together with interest at a rate of 13,50% per annum from the date of sale until date of payment to be guaranteed by a Bank, Building Society and/or any other acceptable guarantee. Such guarantee must be delivered to the Sheriff, Magistrate Court, Vereeniging, within 14 (fourteen) days from date of sale. The sale is subject to Section 66 of Act 32 of 1944 as amended.

Conditions: The comprehensive conditions of sale can be inspected at the offices of the Sheriff, Vereeniging.

Dated at Vereeniging this 15th day of November 2003.

(sgd) M M P de Wet, Steyn Lyell & Marais, Steyn Lyell & Marais Building, 21 Leslie Street, Vereeniging. Tel: 421-4471. Ref: Mrs Harmse/B Joubert/NF1679.

Saak No. 17421/03**IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA****In die saak tussen DIE BEHERENDE LIGGAAM VAN LA SPANJOLA TWEE REGSPERSOON, Eiser, en CHARMAINE ZYLMA CAMPBELL, Verweerder**

In die uitvoering van 'n vonnis in die Landdroshof Pretoria en 'n Lasbrief vir Eksekusie sal die eiendom hieronder vermeld in eksekusie verkoop word op 12 Desember 2003 om 11h00, deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, Ou Warmbadpad, Bon Accord).

Eenheid 6, SS36/1980, La Spajola Twee, geleë te Erf 14, Wonderboom, Pretoria CC, Provinsie van Gauteng, grootte 117 (een een sewe) vierkante meter, gehou kragtens Akte van Transport ST52120/1997.

Bekend as: La Spanjola Twee 16, Kameeldoringlaan 76, Wonderboom.

Bestaan uit: 3 slaapkamers, 2 badkamers, sitkamer & kombuis.

Voorwaardes:

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

Voorwaardes van verkope: Die voorwaardes van verkope mag geïnspekteer word by die kantore van die Balju, Wonderboom.

Geteken te Pretoria op hierdie 3de dag van November 2003.

Lüdik & Booyesen Prokureurs, Prokureurs vir Eiser, Pretoriusstraat 1126, Hatfield, Pretoria, Docex 324. Tel: 430-7884.
Verw: MB/mm/4613.

Balju Wonderboom, Posbus 16796, Pretoria-Noord, 0116. Tel: (012) 562-0570.

Case No. 2125/2002**IN THE MAGISTRATE COURT FOR THE DISTRICT OF VEREENIGING HELD AT VEREENIGING****In the matter between: FIRSTRAND BANK LIMITED, Execution Creditor, and VAN WYK: CHRISTOFFEL JOHANNES ALWYN, First Execution Debtor, and VAN WYK: MARIA MAGDALENA ISABELLA, Second Execution Debtor**

In pursuant to a judgment in the above Magistrate Court, the undermentioned property will be auctioned on the 17th December 2003 at 10h00, by the Sheriff, Magistrate's Court, at the offices of the Sheriff, 34A Kruger Avenue, Vereeniging:

Certain: Erf 343, Duncanville Township, Registration Division I.Q., Province Gauteng (16 Gerrit Maritz Street, Duncanville, Vereeniging).

Extent: 996 (nine hundred and ninety six) square metres.

Improvements: Dwelling with outbuildings (no guarantee is given in respect of improvements).

Terms: Ten percent (10%) of the purchase price is payable on date of sale and the balance together with interest at a rate of 14,00% per annum from date of sale until date of payment to be guaranteed by a Bank, Building Society and/or any other acceptable guarantee. Such guarantee must be delivered to the Sheriff, Magistrate Court, Vereeniging, within 14 (fourteen) days from date of sale. The sale is subject to Section 66 of Act 32 of 1944 as amended.

Conditions: The comprehensive conditions of sale can be inspected at the offices of the Sheriff, Vereeniging.

Dated at Vereeniging this 18th day of November 2003.

(Sgd) M M P de Wet, Steyn Lyell & Marais, Steyn Lyell & Marais Building, 21 Leslie Street, Vereeniging. Tel: 421 4471.
Ref: Mrs Harmse/B Joubert/NF0951.

Saaknr: 886/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HEIDELBERG GEHOU TE HEIDELBERG

In die saak tussen: ABSA BANK BPK, Eiser, en TANIA MARIA SNYMAN, Verweerder

Kennis geskied hiermee dat ingevolge 'n Lasbrief uitgereik in bovermelde Agbare Hof die onderstaande eiendom te wete: Erf 114, Heidelberg, in eksekusie verkoop sal word op 29 Januarie 2004, aan die hoogste bieder, by die Landdroskantoor, Heidelberg om 09h00 uur.

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

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

Gedateer te Heidelberg, Gauteng op hede die 24/11/2003.

Liebenberg Malan Ing., Ueckermannstraat 20, Posbus 136, Docex 2, Heidelberg, Gauteng, 2400. Tel: (016) 341-4164.
Verw: Mev M Minny/1937.

Case Number: 5550/03

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

**In the matter between: TRANSNET LIMITED (Reg. 900090/06), Plaintiff, and
JWARHA JEFFREY PATHEYAKHE, Defendant**

In terms of the Judgment of the High Court of South Africa (Witwatersrand) in the abovementioned matter a sale will be held at office of the Sheriff, Boksburg, 182 Leeuwoort Street, Boksburg, on the 12th December 2003 at 11:15, of the undermentioned property of the Defendant on the conditions which may be inspected at the offices of the Sheriff, prior to the date of sale:

All right, title and interest in the leasehold in respect of Erf 986, Vosloorus Extension 2 Township, Registration Division IQ, the Province of Gauteng, measuring 330 (three hundred and thirty) square metres, held by Deed of Transfer TL40103/1999.

Subject to the conditions contained therein especially to the reservation of mineral rights.

The following information is provided though in this respect nothing is guaranteed.

Dwelling consist of 2 bedrooms, lounge, dining room, kitchen, bathroom and wc.

The conditions of sale are open for inspection at the office of the Sheriff, Boksburg, 182 Leeuwoort Street, Boksburg.

Dated at Pretoria on this 3rd day of November 2003.

Moima Ledwaba Attorneys, Execution Creditors Att, c/o Mashile Ntlhoro Inc, 3rd Floor, 81 Pritchard Street, cnr Von Wielligh Street, Johannesburg, 2000. Ref: Mr Nkeli/L 5006. Tel: (011) 337-3003.

Case No. 8461/91

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and NENE: TITUS BHEKIMPI, First Defendant, and
NENE: NOMASONGO SELINA, Second Defendant**

In execution of a Judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Alberton, at 1st Floor, Terrace Building, 1 Eton Terrace, New Redruth, Alberton, on Monday, the 15 December 2003 at 10h00 in the forenoon, of the undermentioned property of the Defendants on Conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain: All the right, title and interest in the Leasehold in respect of Site 229, Siluma View Township, Registration Division IR, Province of Gauteng.

Situation: 229 Siluma View, Katlehong.

Area: 310 (three hundred and ten) square metres.

Improvements (not guaranteed): 2 bedrooms, bathroom and 2 other rooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% on the proceeds of the sale up to a price of R30 000 and thereafter 3% to a maximum fee of R7 000 and a minimum of R300.

Dated at Johannesburg on this the 24 day of October 2003.

Lowndes & Associates, Attorneys for Plaintiff, Ground Floor, 23 Fricker Road, Illovo, Johannesburg. Tel. 268-5755. Ref. 45328E/mgh/cc.

Case No. 21844/2002

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

**In the matter between: FIRSTRAND BANK LIMITED, Plaintiff, and VAN ROOYEN: LOUIS HENDRIK JACOBUS,
First Defendant, and VAN ROOYEN: LINDA, Second Defendant**

In execution of a Judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Nigel, at 69 Kerk Street, Nigel, on Friday, the 19 December 2003 at 09h00 in the forenoon, of the undermentioned property of the Defendants on Conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain: Erf 1365, Dunnottar Township, Registration Division IR, Province of Gauteng.

Situation: 26 McCann Street, Dunnottar, Nigel.

Area: 1 983 (one thousand nine hundred and eighty three) square metres.

Improvements (not guaranteed): 3 bedrooms, bathroom, wc, 3 other rooms, garage, carport, storeroom.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% on the proceeds of the sale up to a price of R30 000 and thereafter 3% to a maximum fee of R7 000 and a minimum of R300.

Dated at Johannesburg on this the 18 day of November 2003.

Lowndes & Associates, Attorneys for Plaintiff, Ground Floor, 23 Fricker Road, Illovo, Johannesburg. Tel. 268-5755. Ref. 52944C/mgh/tf.

Case Number: 20146/2003

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

**In the matter between: PEOPLES BANK LTD, t/a CASHBANK, Reg. No. 1994/000929/06, Plaintiff, and
JEFFREY MASHANGU BALOYI, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff of the High Court, Johannesburg East, 69 Juta Street, Braamfontein, on Thursday, 18 December 2003 at 10:00.

Full Conditions of Sale can be inspected at the office of the Sheriff of the High Court, Soweto West or Johannesburg East, and will also be read out by the Sheriff prior to the sale in execution.

The Execution Creditor, Sheriff and/or Plaintiff's Attorneys do not give any warranties with regard to the description and/or improvements.

Property: Erf 10990, Protea Glen Extension 12 Township, Registration Division I.Q., Gauteng Province, measuring 264 square metres, held under Deed of Transfer Nr. T79064/1999.

Known as: Erf 10990, Protea Glen Extension 12 Township, Soweto West.

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

Terms: Bank guaranteed cheque- or -cash.

Hefferman, Visagie & Van der Merwe, Attorney for Plaintiff, P.O. Box 14164, Lyttelton. Tel: (012) 664-4953. Reference: Visagie/MJ/C345.

Case No: 134/02

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and CHRISTOPHER JAMES BAKEBERG, Execution Debtor

In pursuance of a Judgment in the Court of the Magistrate of Benoni and a Warrant of Execution dated 15 October 2003, the residential property listed hereunder will be sold "voetstoots" in execution on Friday, the 19th day of December 2003 at 15h00, at the Office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Remaining extent of Erf 120, Geduld Township, Registration Division I.R., the Province of Gauteng.

Measuring: 298 (two hundred and ninety eight) Square Metres.

Also known as: No. 5 Seventh Avenue, Gedult, Springs.

The property is zoned "Residential" in terms of the relevant Town Planning Scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows:

Improvements: A brick under iron roof, comprising: Lounge, kitchen, 2 bedrooms, bathroom, servant's room and carport.

The material conditions of public auction:

1. The sale shall be without reserve and "voetstoots".

2. The purchaser will pay all costs of transfer of the property into his name, including but not limited to municipal rates, transfer duty and VAT, where applicable, Sheriff's commission on the sale and interest, plus a deposit of at least 10% (ten per centum) of the purchase price or if the Purchase price is less than R10 000,00 then the total purchase price is payable.

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

Signed at Benoni on this the 14th day of November 2003.

(Sgd) M Rosine, A.E. Cook Cook & Falconer, Attorneys for Judgment Creditor, 20 Russell Street, Western Extension, P O Box 52, Benoni, 1500. Dx 15, Benoni. Ref: Mr Rosine/RP/N0001/317. Tel: (011) 845-2700. Fax: (011) 845-2709 / 420-3010.

Case No. 60/2003

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 SOUTHERN AFRICA LIMITED), Plaintiff, and CHRISTIAAN PHILLIPUS PIENAAR, 1st Defendant, and CHARMAIN PIENAAR, 2nd Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at the Sheriff's Offices, 56-12th Street, Springs, on Friday, the 19th day of December 2003 at 11h00.

Full conditions of sale can be inspected at the Sheriff, Springs, at the above address and will be read out prior to the Sale.

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

Property: Erf 483, Casseldale Township, Registration Division IR, Province of Gauteng, known as 45 Olga Street, Casseldale.

Improvements: Entrance hall, lounge, dining room, kitchen, 3 bedrooms, bathroom, toilet, garage, servants quarters, bathroom/toilet.

Hack Stupel & Ross, Attorneys for the Plaintiff, P O Box 2000, Pretoria. Tel: (012) 3254185. Ref: Mr Du Plooy/Jonita/GP4561.

Case No. 27934/2003

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 SOUTHERN AFRICA LIMITED), Plaintiff, and COLIN SANDILE SIBEKO, 1st Defendant, and ALICIA MAKHOSAZANA SIBEKO, 2nd Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at the Sheriff's Offices, 56-12th Street, Springs, on Friday, the 19th day of December 2003 at 11h00.

Full conditions of sale can be inspected at the Sheriff, Springs, at the above address and will be read out prior to the Sale.

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

Property: Erf 142, Modder East Township, Registration Division IR, Province of Gauteng, known as 63 Outeniqua Street, Modder East.

Improvements: Lounge, diningroom, kitchen, 4 bedrooms, 2 bathrooms, 2 toilets, 2 garages, servant's quarters, bathroom/toilet, laundry and swimmingpool.

Hack Stupel & Ross, Attorneys for the Plaintiff, P O Box 2000, Pretoria. Tel: (012) 3254185. Ref: Mr Du Plooy/LVDM/GP5416.

Case No. 27742/2003

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

In the matter between FIRST RAND BANK LIMITED, Plaintiff, and SIPHO LAWRENCE NKOSI, 1st Defendant, and LORRAINE THEMBI MABASO, 2nd Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Church Street, Nigel, on Friday, the 19th day of December 2003 at 9h00.

Full conditions of sale can be inspected at the Sheriff, Nigel, 69 Church Street, Nigel, and will be read out prior to the Sale.

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

Property: Erf 123, Sharon Park Township, Registration Division: JR, Gauteng, known as 11 Napier Street, Sharon Park, Nigel.

Improvements: Lounge, family room, dining room, kitchen, 3 bedrooms, 2 bathrooms, shower, 2 toilets, 2 carports and zozo hut.

Hack Stupel & Ross, Attorneys for the Plaintiff, P O Box 2000, Pretoria. Tel: (012) 325-4185. Our Ref: Mr B du Plooy/Jonita/GP5404.

Case No. 25123/2001

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

In the matter between FIRST RAND BANK LIMITED, Plaintiff, and DELENE JOHANNA GROGOR, Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at the Sheriff's Offices, Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, the 17th day of December 2003 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Krugersdorp, at the above address and will be read out prior to the Sale.

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

Property: Portion 108 (Portion of Portion 39) of the farm Zandspruit 191, Registration Division IQ, Province of Gauteng, known as Plot 108, Inkoos Weg, Zandspruit.

Improvements: *Main building*—Entrance hall, diningroom, familyroom, lounge, kitchen, 3 bedrooms, dressingroom, 2 bathrooms, 2 showers, 2 toilets, kitchen, pantry, scullery, laundry, patio, 3 garages, swimmingpool. *2nd building*—Lounge, diningroom, kitchen, 2 bedrooms, bathroom, toilet, 2 carports. *3rd building*—Entrance hall, lounge, diningroom, kitchen, 2 bedrooms, bathroom and toilet.

Hack Stupel & Ross, Attorneys for the Plaintiff, P O Box 2000, Pretoria. Tel: (012) 3254185. Ref: Mr Du Plooy/LVDM/GP 3336.

Case No. 22407/2003

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

In the matter between: FIRST RAND BANK LIMITED, Plaintiff, and NORMAN MALOPE, First Defendant, and DINAH MALOPE, Second Defendant

A sale in Execution of the undermentioned property is to be held without reserve at the Sheriff Alberton, 1st Floor, Terrace Building, Eaton Terrace 1, New Redruth, Alberton, on 15 December 2003 at 10h00.

Full Conditions of Sale can be inspected at the offices of the Sheriff of the Supreme Court, Alberton, and will also be read out by the Sheriff prior to the sale in execution.

The Execution Creditor, Sheriff and/or Plaintiff's Attorneys do not give any warranties with regard to the description and/or improvements.

Property: Erf 885, Roodekop Township, Registration Division: I.R., Gauteng Province.

Measuring: 805 square metres, held by Deed of Transfer Nr. T.36376/1994.

Known as: 95 Steenbok Avenue, Roodekop, Alberton.

Improvements: Lounge, diningroom, family room, kitchen, 4 bedrooms, 2 bathrooms, 2 showers and toilet.

Terms: Bank guaranteed cheque-or-cash.

Hack Stupel & Ross, Attorneys for Plaintiff, P O Box 2000, Pretoria. Tel: 012-325 4185. Reference: Rotherforth/LV/GF975.

Case No. 12745/2001

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and ESTHRAS TLOU CONFIDENCE MOLOKO,
Bond Account Number: 020679425001, Defendant**

A sale in execution of the undermentioned property is to be held at the Sheriff's Office, 22B Ockers Street, Krugersdorp, by the Sheriff, Krugersdorp, on Wednesday, 17 December 2003 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Krugersdorp, 22B Ockerse Street, Krugersdorp, 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 13267, Kagiso Extension 8 Township, Registration Division: I.Q., Gauteng, measuring 299 square metres, also known as Erf 13267, Kagiso Extension 8, Krugersdorp.

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

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. Ref. A Croucamp/Zelda/X662. Tel. No. 342-9164.

Case No. 8777/00

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

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and M C RAJEE N.O., in her capacity as Executrix in the estate late S RAJEE, 1st Defendant, and M C RAJEE, Bond Account Number: 4649580100201, 2nd Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff of Alberton, at the offices situated at 1st Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 15 December 2003 at 10h00.

Full conditions of sale can be inspected at the offices of the Sheriff Alberton, 1st Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, who can be contacted on (011) 907-9498, 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 255, Palm Ridge, Registration Division: I.R. Gauteng, measuring 531 square metres, also known as 24 Hortensia Road, Palm Ridge.

Improvements: Main building: 2 bedrooms, 1 lounge, 1 kitchen, 1 bathroom and 1 garage. Zoned—Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. Ref. Mr Croucamp/Carol/W29. Tel No. 342-9164. Fax No. 342-9165.

Case No. 2003/18990

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

**NEDCOR BANK LIMITED / SHWALANE MABEBE JOSPHINA N.O., in her capacity as representative
of the Estate Late BARENG JOSEPH MOTLHASEDI**

The following property will be sold in execution on 12 December 2003 at the Sheriff, Roodepoort South's Offices, 10 Liebenberg Street, Roodepoort, at 10:00 namely:

Certain Site 4073, Dobsonville Township, Registration Division IQ, Transvaal, measuring 278 (two hundred and seventy eight) square metres, held under Certificate of Registered Grant of Leasehold TL42042/1990.

The property is improved, without anything warranted by a dwelling comprising of:

Main building: 1 x living room, 2 x bedrooms, 1 x kitchen, 1 x bathroom.

Physical address is 4073 Masobela Street, Dobsonville.

Zoning: Residential.

The material terms are 10% deposit, balance payable on transfer, guarantees within 21 days of sale. The full conditions can be inspected at the offices of the Sheriff, High Court, Roodepoort South, 10 Liebenberg Street, Roodepoort or Strauss Daly Inc., I L Struwig/M Lingenfelder/N1269/165.

EASTERN CAPE OOS-KAAP

Case No. 1991/97

IN THE HIGH COURT OF SOUTH AFRICA
(Eastern Cape Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and JAN ERNST VOSLOO, Defendant

In pursuance of the judgment in the High Court of South Africa (Eastern Cape Division) in the abovementioned matter and warrants of execution dated the 5th of February 1999, a sale of property listed hereunder without reserve and for cash to the highest bidder will be held at the Magistrate's Court, Njoli Street, on the 12th of December 2003 at 10h00, or so soon as the matter may be called:

1. Portion 1 of the farm "Oudekraal" No. 388, in the Division Somerset East, in extent 851,4385 (eight hundred and fifty one comma four three eight five) hectares, held by Deed of Transfer No. T21939/91.

Subject to the conditions contained therein: Which consists of a dwelling, 2 fountains and 2 windmills. While attempts have been made to ascertain that the abovementioned informations is correct, nothing is guaranteed.

The complete conditions of sale relevant to the abovementioned sales, are available for inspection at the offices of the Plaintiff's Attorneys, and at the offices of the Sheriff of the High Court, Somerset East.

Dated at Grahamstown on this 12th day of November 2003.

Wheeldon Rushmere & Cole, Attorneys for Plaintiff, 119 High Street, Grahamstown. (Mr Huxtable/Wilma/Z03545.)

To: The Sheriff, P O Box 2, Somerset East, 5850.

Case No. 15608/03

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

In the matter between MICHAEL D WYLDE COLLECTIONS CC, Plaintiff, and Mr HERCULES VORSTER, Defendant

In pursuance of a judgment granted in the High Court of South Africa (East London Circuit Local Division), and writ of attachment dated the 3 July 2003, by the above Honourable Court, the following property will be sold in execution on Friday, the 19th December 2003 at 11h00, to the highest bidder, subject to the provisions of the conditions of sale:

8 McKenzie Street, Woodleigh, East London, Erf 10719, East London, Buffalo City Local Municipality, Division of East London, the Province of the Eastern Cape, in extent 1 021 square metres.

The sale aforesaid will take place at 8 McKenzie Street, Woodleigh, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.

2. The property shall be sold "voetstoots" and shall be subject to the terms and Rules of the Magistrate's Court Act, and also subject to the provisions of the Title Deed/Deed of Transfer, and also subject to the claims of the preferent creditor being met.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's Attorneys, and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: Brick house, garage and usual outbuildings.

Dated at East London this 14th day of November 2003.

Michael D Wyld, Plaintiff's Attorney, 3rd floor, Adrey House, 17 Terminus Street, East London.

Case No. 40163/03

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

PEOPLES BANK LIMITED versus TANDEKILE ALBERT RALO, NONKULULEKO NOSYNOD RALO

In pursuance of a judgment dated 16 September 2003 and an attachment on 29 October 2003, the following immovable property will be sold in front of the main entrance of the Magistrate's Court, Port Elizabeth, by public auction on Friday, 19 December 2003 at 2.15 pm:

Erf 11486, Motherwell, situate in the Municipality of Port Elizabeth, in the Administrative District of Uitenhage, Eastern Cape Province, in extent 224 square metres, situate at 69 Ncwazi Street, Motherwell N U 7, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a brick dwelling under a tiled roof, consisting of three bedrooms, bathroom, lounge and kitchen.

The conditions of sale may be inspected at the office of the sheriff, Magistrate's Court-North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 14 days of sale. Sheriff's charges (5% on the first R30 000 and thereafter 3% to a maximum of R7 000 with a minimum of R300 plus VAT) are also payable on date of sale.

Dated 18 November 2003.

Pagdens • Stultings, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Central Port Elizabeth. (P O Box 132, P.E., 6000. Tel: 502-7200. (Ref: Sally Ward/N0569/369 83329188-00101.)

Case No. 590/2002

IN THE HIGH COURT OF SOUTH AFRICA

(Eastern Cape Division)

In the matter between: ABSA BANK LIMITED, Plaintiff, and ROELOF PETRUS VAN DER MERWE, Identity Number 4608245002080 (married out of community of property), Defendant

In pursuance of the judgment in the High Court of South Africa (Eastern Cape Division) in the abovementioned matter and warrants of execution dated the 5th November 2003 a sale of property listed hereunder without reserve and for cash to the highest bidder will be held at the Magistrate's Court, Aberdeen on 18th December 2003 at 10h00 or so soon as the matter may be called.

(a) The Remainder of Portion 1 (Wolvekloof) of the farm Middelplaats Number 41, situated in the District of Aberdeen, Province of the Eastern Cape, in extent 620,2763 (six two zero comma two seven six three) hectares; held under Title Deed T47870/1980.

Subject to the conditions stated therein and more particularly the reservation of mineral rights for gold, silver and precious stones in favour of the State.

(b) The Remainder of the farm Annex Wolvekloof Number 37, situated in the District of Aberdeen, Province of the Eastern Cape; in extent 175,0866 (one seven five comma zero eight six six) hectares, held under Title Deed T47870/1980, subject to the conditions stated therein.

(c) Portion 1 (Exchange) of the farm Mordendal Number 35, situated in the District of Aberdeen, Province of the Eastern Cape, in extent 35,8030 (three five comma eight zero three zero) hectares, held under Title Deed T47870/1980.

Subject to the conditions stated therein and more particularly the reservation of mineral rights for gold, silver and precious stones in favour of the State.

(d) The Remainder of the farm Badsfontein Number 51, situated in the District of Aberdeen, Province of the Eastern Cape, in extent 1 596,7954 (one five nine six comma seven nine five four) hectares held under Title Deed T21679/95.

Subject to the conditions stated therein and more particularly the reservation of mineral rights for gold, silver and precious stones in favour of the State.

(e) Portion 2 (Annex Badsfontein) of the farm Zeekoe Rivier Number 50, situated in the District of Aberdeen, Province of the Eastern Cape, in extent 197,5734 (one nine seven comma five seven three four) hectares, held under Title Deed T21679/95.

Subject to the conditions stated therein and more particularly the reservation of mineral rights for gold, silver and precious stones in favour of the State.

(f) The Remainder of Portion 3 of the farm Zeekoe River Number 50, situated in the District of Aberdeen, Province of the Eastern Cape, in extent 1 408,5205 (one four zero eight comma five two zero five) hectares, held under Title Deed T17738/1973, subject to the conditions stated therein.

(g) The farm Newlands Number 115, situated in the District of Aberdeen, Province of the Eastern Cape, in extent 389,2895 (three eight nine comma two eight nine five) hectares, held under Title Deed T17738/1973, subject to the conditions stated therein.

(h) Portion 1 (Annex Newlands) of the farm Badsfontein Number 51, situated in the District of Aberdeen, Province of the Eastern Cape, in extent 137,0451 (one three seven comma zero four five one) hectares; held under Title Deed T17738/1973, subject to the conditions stated therein.

(i) Portion 2 of the farm De Berg's Kuil and Doorn Poort Number 180, situated in the District of Aberdeen, Province of the Eastern Cape, in extent 2 044,0780 (two zero four four comma zero seven eight zero) hectares, held under Title Deed T9607/94, subject to the conditions stated therein.

The complete conditions of sale relevant to the abovementioned sales, are available for inspection as the offices of the Plaintiff's Attorneys, and at the offices of the Sheriff of the Aberdeen's Court, Aberdeen, Tel. (049) 891-0213, Cell No. 082 881 1003.

Dated at Grahamstown on this 12th day of November 2003.

To: The Sheriff, 25A Somerset Street, Graaff-Reinet, Tel. (049) 891-0213.

Wheeldon Rushmere & Cole., Attorneys for Plaintiff, 119 High Street, Grahamstown. (Mr Brody/Glyn/C07908.)

Case No. 4446/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAMS TOWN

In the matter between: ABSA BANK LIMITED, Plaintiff, and SALLY ANN COLLETT, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 28th October 2003 the following property will be sold on Wednesday, 17th December 2003 at 14h30 or so soon thereafter as the matter may be called at the Magistrate's Office, Stutterheim, to the highest bidder:

Portion 11 of farm Kubusie 523, Division of Stutterheim, Province of the Eastern Cape, in extent 19,2141 hectares.

The following information is supplied but not guaranteed: Vacant ground.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property is sold "voetstoots" in terms of the Magistrate's Court Act and the subject to the provisions of the Title Deed.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town this 12 day of November 2003.

Squire Smith & Laurie Inc., Plaintiff's Attorneys, 44 Taylor Street, King William's Town. Ref. Mr Fick.

Case No. 810/2000

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

In the matter between: PEOPLES BANK LIMITED, Plaintiff, and THE TRUSTEES FOR THE TIME BEING OF THE DO REGO PROPERTY TRUST—No. IT1046/96, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 13 October 2003, the following property will be sold on Thursday, 18th December 2003 at 10.00 am or so soon as the matter may be called in the forenoon at the Sheriff's Warehouse, KSM Building, Eales Street, King William's Town to the highest bidder:

Erf 1713 (a portion of Erf 115), Berlin, East London Transitional Local Council, Division of King William's Town, Province of the Eastern Cape, measuring 1 466 square metres, situate at 26 Carl Pape Street, Berlin.

The following information is supplied but not guaranteed: House consisting of 3 bedrooms, lounge, kitchen, 2 bathrooms with flatlet consisting of 2 bedrooms, lounge and bathroom.

Conditions of sale:

1. The purchase price shall be paid as follows:

(a) A 10% cash deposit plus the Sheriff's commission are to be paid to the Sheriff of the Court before the sale is concluded.

(b) The balance against transfer of the property into the purchaser's name to be secured by a satisfactory bank, building society or other approved guarantee to be furnished to be furnished to Attorneys Squire Smith & Laurie Inc., on the day of the sale and prior to the signature hereof.

2. The property is sold "voetstoots" in terms of the Magistrate's Court Act and subject to the provisions of the Title Deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town this 10 day of November 2003.

Squire Smith & Laurie Inc., Plaintiff's Attorneys, 44 Taylor Street, King William's Town.

Case No. 1774/03

IN THE HIGH COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between: FIRSTRAND BANK LIMITED, Execution Creditor, and DAVID JOHANNES JACOBUS OBERHOLZER, Execution Debtor

In pursuance of a judgment of the above Honourable Court granted on 27 October 2003 and a writ of attachment dated 28 October 2003, the following property will be sold in execution, by public auction, without reserve, to the highest bidder on Friday, 19 December 2003 at 3:00 p.m. in the Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth.

Erf 1378, Kabega, in the Nelson Mandela Metropolitan Municipality and Division of Port Elizabeth, Province of the Eastern Cape, in extent 1 450 square metres and situated at 216 Great West Way, Kabega Park, Port Elizabeth, held under Deed of Transfer No. T8454/1983.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Acting Sheriff, South Eastern Cape Local Division of the High Court, Third Floor, 15 Rink Street, Port Elizabeth.

Further details can be obtained from the offices of the Plaintiff's attorneys at Third Floor, 15 Rink Street, Port Elizabeth, Tel. (041) 582-1705.

Terms: Deposit of 10% and Acting Sheriff's charges at 5% on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000,00 and thereafter 3% up to maximum of R7 000,00 subject to a minimum of R300,00 plus VAT on Acting Sheriff's charges on the date of sale, the balance against the transfer to be secured by a bank guarantee, to be approved of by the Plaintiff's attorneys, to be furnished to the Acting Sheriff within 21 days from the date of the sale.

The following improvements on the property are reported, but in this regard nothing is guaranteed: Dwelling with lounge, dining room, kitchen, 4 bedrooms, bathroom, shower, 2 w.c.'s, dressing room and 2 storerooms.

Dated at Port Elizabeth this 17th day of November 2003.

Spilkins, Plaintiff's Attorneys, 15 Rink Street, Central, Port Elizabeth. (Ref. JC Rubin/ab.)

Case No. 2152/2003

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

In the matter between: NEDBANK LIMITED, Plaintiff, and KULUKAZI MAUD MDZEKE, Defendant

In pursuance of a judgment of the above Honourable Court and warrant of execution dated the 8th of July 2003, the under-mentioned property will be sold in execution by the Sheriff of the Court on Thursday, the 18th of December 2003 at 10:00 at the Sheriff's offices, 5 Eales Street, King William's Town, to the highest bidder:

Erf 3700, King William's Town (King William's Town Extension No. 27 Township), in the Local Municipality of Buffalo City, Division of King William's Town, Province of Eastern Cape, in extent 1 186 (one thousand one hundred and eighty six) square metres, held by Defendant under Deed of Transfer No. T951/91, situate at 6 Kestrel Street, West Bank, King William's Town.

While nothing is guaranteed, it is understood that the property is zoned for Residential purposes and on the property is a dwelling consisting of 3 (three) bedrooms, 1 (one) en suite, 1 (one) lounge, 1 (one) open plan kitchen, 1 (one) bathroom, study and double garage.

Terms and conditions: The sale shall be subject to payment of 10% of the purchase price and Sheriff's (Auctioneer's) charges at a rate of 5% on the first R30 000,00 (thirty thousand rands) and thereafter 3% to a maximum fee of R7 000,00 (seven thousand rands) on the day of sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court within fourteen (14) days from date of sale.

Conditions of sale: The full conditions of sale may be inspected at the Office of the Sheriff of the Court at 5 Eales Street, King William's Town.

Dated at Uitenhage this the 12th day of September 2003.

Kitchings, c/o Hutton & Cook Inc, Plaintiff's Attorneys, 48 Cannon Street, Uitenhage, 6230. (Ref: AVSK/KDP/E0164N.)

Case No. 3805/03

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

**In the matter between: PEOPLES BANK LIMITED, Plaintiff, and
VELILE CLIFFORD MESHA, Defendant**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 22 July 2003, the following property will be sold on Wednesday, 17th December 2003 at 10.00 a.m. or so soon as the matter may be called in the forenoon at the main entrance of the Magistrate's Court, Zwelitsha, to the highest bidder:

Certain: Piece of land being Ownership Unit No. 335, situate in Township of Phakamisa, District of Zwelitsha, and represented and described on General Plan No. P.B. 7/1981, measuring 487 square metres.

The following information is supplied but not guaranteed: House consisting of 2 bedrooms, lounge, kitchen and bathroom.

Conditions of sale:

1. The purchase price shall be paid as follows:

(a) A 10% cash deposit plus the Sheriff's commission are to be paid to the Sheriff of the Court before the Sale is concluded; and
(b) the balance against transfer of the property into the purchaser's name to be secured by a satisfactory Bank, Building Society or other approved guarantee to be furnished to Attorneys Squire Smith & Laurie Inc., on the day of the sale and prior to the signature hereof.

2. The property is sold voetstoots in terms of the Magistrate's Court Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's Attorneys offices and will be read out by the Auctioneer at the sale.

Dated at King William's Town this 30 day of October 2003.

Squire Smith & Laurie Inc., Plaintiff's Attorneys, 44 Taylor Street, King William's Town.

Case No. 4060/03

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

**In the matter between: PEOPLES BANK LIMITED, Plaintiff, and
NOMPUMELELO FRANCES TISO, Defendant**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 9 September 2003, the following property will be sold on Wednesday, 17th December 2003 at 10.00 a.m. or so soon as the matter may be called in the forenoon at the main entrance of the Magistrate's Court, Zwelitsha, to the highest bidder:

Erf 1802, Bisho, Bisho Extension No. 2 Township, Local Municipality of Buffalo City, Division of King William's Town, measuring 478 square metres, situate at 16 Njokweni Street, Bisho.

The following information is supplied but not guaranteed: House consisting of 3 bedrooms, lounge, kitchen and bathroom.

Conditions of sale:

1. The purchase price shall be paid as follows:

(a) A 10% cash deposit plus the Sheriff's commission are to be paid to the Sheriff of the Court before the Sale is concluded; and

(b) the balance against transfer of the property into the purchaser's name to be secured by a satisfactory Bank, Building Society or other approved guarantee to be furnished to Attorneys Squire Smith & Laurie Inc., on the day of the sale and prior to the signature hereof.

2. The property is sold voetstoots in terms of the Magistrate's Court Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's Attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town this 30 day of October 2003.

Squire Smith & Laurie Inc., Plaintiff's Attorneys, 44 Taylor Street, King William's Town.

Case No. 8489/02

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

**In the matter between: PEOPLES BANK LIMITED, Plaintiff, and
KULULEKILE ROBERT MAKAPELA, Defendant**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 29 January 2003, the following property will be sold on Wednesday, 17th December 2003 at 10.00 a.m. or so soon as the matter may be called in the forenoon at the main entrance of the Magistrate's Court, Zwelitsha, to the highest bidder:

Certain: Erf 1170, Bisho (Tyutyu North Township), Local Municipality of Buffalo City, Division of King William's Town, measuring 224 square metres, situate at 8 Mabandla Avenue, Bisho.

The following information is supplied but not guaranteed: House consisting of 3 bedrooms, lounge, diningroom, kitchen and bathroom.

Conditions of sale:

1. The purchase price shall be paid as follows:

(a) A 10% cash deposit plus the Sheriff's commission are to be paid to the Sheriff of the Court before the Sale is concluded; and

(b) the balance plus interest against transfer of the property into the purchaser's name to be secured by a satisfactory Bank, Building Society or other approved guarantee to be furnished to Attorneys Squire Smith & Laurie Inc., on the day of the sale and prior to the signature hereof.

2. The property is sold voetstoots in terms of the Magistrate's Court Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's Attorneys offices and will be read out by the Auctioneer at the sale.

Dated at King William's Town this 30 day of October 2003.

Squire Smith & Laurie Inc., Plaintiff's Attorneys, 44 Taylor Street, King William's Town.

Case No. 8488/02

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

**In the matter between: PEOPLES BANK LIMITED, Plaintiff, and
PETELO RONALD MANYI, Defendant**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 29 January 2003, the following property will be sold on Wednesday, 17th December 2003 at 10.00 a.m. or so soon as the matter may be called in the forenoon at the main entrance of the Magistrate's Court, Zwelitsha, to the highest bidder:

Certain: Erf 967, Bisho (Bisho Extension No. 1 Township), Local Municipality of Buffalo City, Division of King William's Town, measuring 346 square metres, situate at 15 Boqwana Place, Bisho.

The following information is supplied but not guaranteed: House consisting of 3 bedrooms, 1 lounge, 1 diningroom, 1 kitchen and 1 bathroom.

Conditions of sale:

1. The purchase price shall be paid as follows:

(a) A 10% cash deposit plus the Sheriff's commission are to be paid to the Sheriff of the Court before the Sale is concluded; and
(b) the balance plus interest against transfer of the property into the purchaser's name to be secured by a satisfactory Bank, Building Society or other approved guarantee to be furnished to Attorneys Squire Smith & Laurie Inc., on the day of the sale and prior to the signature hereof.

2. The property is sold voetstoots in terms of the Magistrate's Court Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's Attorneys offices and will be read out by the Auctioneer at the sale.

Dated at King William's Town this 30 day of October 2003.

Squire Smith & Laurie Inc., Plaintiff's Attorneys, 44 Taylor Street, King William's Town.

Case No. 1707/03

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

**In the matter between: PEOPLES BANK LIMITED, Plaintiff, and
BUYISILE LIVINGSTON MATSHIKIZA, Defendant**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 24 April 2003, the following property will be sold on Wednesday, 17th December 2003 at 10,00 a.m. or so soon as the matter may be called in the forenoon at the main entrance of the Magistrate's Court, Zwelitsha, to the highest bidder:

Certain: Piece of land being Ownership Unit No. 831, situate in Township of Ilitha, District of Zwelitsha, and represented and described on General Plan No. B.A. 122/1973, measuring 553 square metres.

The following information is supplied but not guaranteed: House consisting of 2 bedrooms, lounge, kitchen and bathroom.

Conditions of sale:

1. The purchase price shall be paid as follows:

(a) A 10% cash deposit plus the Sheriff's commission are to be paid to the Sheriff of the Court before the Sale is concluded; and
(b) the balance plus interest against transfer of the property into the purchaser's name to be secured by a satisfactory Bank, Building Society or other approved guarantee to be furnished to Attorneys Squire Smith & Laurie Inc., on the day of the sale and prior to the signature hereof.

2. The property is sold voetstoots in terms of the Magistrate's Court Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's Attorneys offices and will be read out by the Auctioneer at the sale.

Dated at King William's Town this 7 day of November 2003.

Squire Smith & Laurie Inc., Plaintiff's Attorneys, 44 Taylor Street, King William's Town.

Case No. 855/2003

**IN THE HIGH COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)**

In the matter between ABSA BANK LIMITED, Plaintiff, and FJO PROPERTIES CC, Defendant

In pursuance of a judgment of the above Honourable Court dated 17 June 2003, and the warrant of execution dated 24 June 2003, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 19 December 2003 at 15h00 at Sheriff's Auction Room, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth:

Erf 4796, Bethelsdorp, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape, measuring 1,2450 (one comma two four five zero) hectares, held by deed of Transfer No. T22739/1996, situated at cnr of Fember & Finnis Streets, Bethelsdorp, Port Elizabeth.

A substantial bond can be arranged for an approved purchaser.

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

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished within 14 days of the date of the sale. Sheriff's charges at 5% on the first R30 000,00 and 3% on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 18th day of November 2003.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. Tel: (041) 582-1250. (Ref. EJ Murray/vb)

Case No. 1699/2002

IN THE HIGH COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and BASIL ISAAC VELKERS, First Defendant, and
BASIL ISAAC VELKERS N.O., Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 1 October 2003, and the warrant of execution dated 8 October 2003, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 19 December 2003 at 15h00 at Sheriff's Auction Room, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth:

Erf 481, Algoa Park, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape, measuring 923 (nine two three) square metres, held by Deed of Transfer No. T75334/96, situate at 58 Olienhout Street, Algoa Park, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Lounge, family room, kitchen, 1 bathroom, 1 separate w.c., 3 bedrooms.

A substantial bond can be arranged for an approved purchaser.

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

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished within 14 days of the date of the sale. Sheriff's charges at 5% on the first R30 000,00 and 3% on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 18th day of November 2003.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. Tel: (041) 582-1250. (Ref. EJ Murray/vb)

Case No. 10427/02

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and JACQUES DINO LEMMER, 1st Execution Debtor, and CHARMAINE LEMMER, 2nd Execution Debtor

In terms of a judgment of the above Honourable Court and a warrant of execution issued, the following property will be sold at the Magistrate's Court (main foyer), Lower Buffalo Street, East London, on 18 December 2003 at 09h00 am to the highest bidder subject to the provisions of the conditions of sale:

Erf 16482, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape; in extent 201 square metres, held under Deed of Transfer No. T4159/1996, known as 73 Fitzpatrick Road, Quigney, East London.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and these will be read out by the auctioneer immediately before the sale.

Improvements: Whilst nothing is guaranteed, it is understood that on the property is a conventional dwelling comprising 4 bedrooms, 1 bathroom, 1 lounge and 1 kitchen.

Dated at East London on this 14th day of November 2003.

Bate, Chubb & Dickson Inc, Plaintiffs Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. Tel: (043) 701-4500. Ref: Mr M A Chubb/Francis/W19390.

Case No. 2271/03

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

In the matter between NEDBANK LIMITED, Execution Creditor, and PUMLA MADLINGOZI, Execution Debtor

In terms of a judgment of the above Honourable Court and a warrant of execution issued, the following property will be sold at the Magistrate's Court (main foyer), Lower Buffalo Street, East London, on 18 December 2003 at 09h00 am to the highest bidder subject to the provisions of the conditions of sale:

Erf 27604, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape; in extent 688 square metres, held under Deed of Transfer No. T798/1997, known as 15 Amatola Road, Braelyn, East London.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and these will be read out by the auctioneer immediately before the sale.

Improvements: Whilst nothing is guaranteed, it is understood that on the property is a conventional dwelling comprising 3 bedrooms, 1 bathroom and 3 other rooms.

Dated at East London on this 17th day of November 2003.

Bate, Chubb & Dickson Inc, Plaintiffs Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London.
Tel: (043) 701-4500. Ref: Mr M A Chubb/Francis/W20505.

Case No. 10338/01

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and GEROME MENTOOR, Execution Debtor

In terms of a judgment of the above Honourable Court and a warrant of execution issued, the following property will be sold at the Magistrate's Court (main foyer), Lower Buffalo Street, East London, on 18 December 2003 at 09h00 am to the highest bidder subject to the provisions of the conditions of sale:

Erf 45018, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape; in extent 407 square metres, held under Deed of Transfer No. T2272/1997, known as 17 Ntengu Street, Sunnyridge, East London.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and these will be read out by the auctioneer immediately before the sale.

Improvements: Whilst nothing is guaranteed, it is understood that on the property is a conventional dwelling comprising 2 bedrooms, 1 bathroom, 1 lounge and 1 kitchen.

Dated at East London on this 24th day of November 2003.

Bate, Chubb & Dickson Inc, Plaintiffs Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London.
Tel: (043) 701-4500. Ref: Mr M A Chubb/Francis/W16304.

Case No. 21848/01

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and CLIFFORD RONALD SWARTS, 1st Execution Debtor, and THERESA SHARON SWARTS, 2nd Execution Debtor

In terms of a judgment of the above Honourable Court and a warrant of execution issued, the following property will be sold at the Magistrate's Court (main foyer), Lower Buffalo Street, East London, on 18 December 2003 at 09h00 am to the highest bidder subject to the provisions of the conditions of sale:

A unit consisting of:

(a) Section No. 49 as shown and more fully described on Sectional Plan No. SS07/1996 in the scheme known as St James Place in respect of the land and building or buildings situate at East London Transitional Local Council, Division of East London, Province of the Eastern Cape, of which section the floor area according to the said Sectional Plan is 46 (forty six) square metres in extent;

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

Held by Deed of Transfer No. ST3743/1996, known as 49 St James Place, 61 St James Road, Southernwood, East London.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and these will be read out by the auctioneer immediately before the sale.

Improvements: Whilst nothing is guaranteed, it is understood that on the property is a conventional flat comprising 2 bedrooms, 1 bathroom, 1 lounge and 1 kitchen.

Dated at East London on this 14th day of November 2003.

Bate, Chubb & Dickson Inc, Plaintiffs Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London.
Tel: (043) 701-4500. Ref: Mr M A Chubb/Francis/W17066.

Case No. 13622/03

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

In the matter between NEDBANK LIMITED, Execution Creditor, and RODRIGO HUBERT JANUARY 1st Execution Debtor, and LEONIE SHARIFA JANUARY, 2nd Execution Debtor

In terms of a judgment of the above Honourable Court and a warrant of execution issued, the following property will be sold at the Magistrate's Court (main foyer), Lower Buffalo Street, East London, on 18 December 2003 at 09h00 am to the highest bidder subject to the provisions of the conditions of sale:

Erf 54428, East London, Buffalo City Local Municipality, Division of East London, Province of the Eastern Cape, in extent 165 square metres, held by Deed of Transfer No. T2379/2002, known as 22 Harmony Place, Amalinda, East London.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and these will be read out by the auctioneer immediately before the sale.

Improvements: Whilst nothing is guaranteed, it is understood that on the property is a conventional dwelling comprising 2 bedrooms, 1 bathroom, 1 kitchen and 1 lounge.

Dated at East London on this 14th day of November 2003.

Bate, Chubb & Dickson Inc, Plaintiffs Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. Tel: (043) 701-4500. Ref: Mr M A Chubb/Francis/W20919.

Case No. 26930/03

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

In the matter between NEDBANK LIMITED, Execution Creditor, and MZUVUKILE SIBONGILE MTSHIXA, Execution Debtor

In terms of a judgment of the above Honourable Court and a warrant of execution issued, the following property will be sold at the Magistrate's Court (main foyer), Lower Buffalo Street, East London, on 18 December 2003 at 09h00 am to the highest bidder subject to the provisions of the conditions of sale:

Erf 3761, Beacon Bay, Buffalo City Local Municipality, Division of East London, Province of the Eastern Cape, in extent 1 644 square metres, held under Deed of Transfer No. T5631/2002, known as 9 Kelvin Place, Bacon Bay, East London.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and these will be read out by the Auctioneer immediately before the sale.

Improvements: Whilst nothing is guaranteed, it is understood that on the property is a conventional dwelling comprising 3 bedrooms, 3 bathrooms, 1 kitchen, 1 scullery, 1 laundry, 1 dining room, 1 family room, 1 lounge, 1 study, entrance hall, 2 dressing rooms, atrium, double garage, swimming pool.

Dated at East London on this 25th day of November 2003.

Bate, Chubb & Dickson Inc, Plaintiffs Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. Tel: (043) 701-4500. Ref: Mr M A Chubb/Francis/W21540.

Case No. 1237/2003

IN THE HIGH COURT OF SOUTH AFRICA (South Eastern Cape Local Division)

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and JOHANNES THEODORUS FOURIE, ID: 3512125043001, Bond Account Number: 0693 8585 00201, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Humansdorp, at the 37 Church Street, Humansdorp, on Friday, 19 December 2003 at 11h00.

Full conditions of sale can be inspected at the Sheriff, Humansdorp, 37 Church Street, Humansdorp, 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 3147, Jeffreys Bay, in the Municipality and Division of Jeffreys Bay, Eastern Cape Province, measuring 700 square metres, also known as 17 Saffron Street, Jeffreys Bay.

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

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. Ref. A Croucamp/Dalene/E18381. Tel. No. (012) 342-9164.

Case No. 26930/03

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

In the matter between: NEDBANK LIMITED, Execution Creditor, and MZUVUKILE SIBONGILE MTSHIXA, Execution Debtor

In terms of a Judgment of the above Honourable Court and a Warrant of Execution issued, the following property will be sold at the Magistrate's Court (Main Foyer), Lower Buffalo Street, East London, on 18 December 2003 at 09h00 am, to the highest bidder subject to the provisions of the Conditions of Sale:

Erf 3761, Beacon Bay, Buffalo City Local Municipality, Division of East London, Province of the Eastern Cape, in extent 1 644 square metres, held under Deed of Transfer No. T5631/2002, known as 9 Kelvin Place, Beacon Bay, East London.

The full Conditions of Sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and these will be read out by the Auctioneer immediately before the sale.

Improvements: Whilst nothing is guaranteed, it is understood that on the property is a conventional dwelling comprising 3 bedrooms, 3 bathrooms, 1 kitchen, 1 scullery, 1 laundry, 1 dining room, 1 family room, 1 lounge, 1 study, entrance hall, 2 dressing rooms, atrium, double garage and swimming pool.

Dated at East London on this 25th day of November 2003.

Bate, Chubb & Dickson Inc (Plaintiff's Attorneys), Suite 3, Norvia House, 34 Western Avenue, Vincent, East London.
Tel: 043-7014500. Ref: Mr M A Chubb/Francis/W21540.

Case No. 8425/02

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

In the matter between: MORRYROSE NTSIENG TOBIA, Plaintiff, and LIZO MZIMANE, 1st Defendant, and NOZICELO MZIMANE, 2nd Defendant

In the pursuance of the Judgment granted by the above Honourable Court, on 4th August 2003 and Warrant of Execution issued on 27th August 2003, the following property will be sold in Execution:

Erf No. 9157, Umtata Township Extension No. 35, Umtata, commonly known as House No. 34, Marryman Lusithi Street, Mbuqe Extension, Umtata, on 19 December 2003 at Magistrate's Court, Umtata, at 10h00, to the highest bidder.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, at No. 6 Corner Street, Umtata.

Signed at Umtata on 28th this day December 2003.

Clayton Mkhululi Manxiwa & Co., Plaintiff's Attorneys, 51 Nelson Mandela Drive, Umtata. Ref: BAL/xm/T-106.

To: Clerk of the Court, Magistrate's Court, Umtata.

And to: Messenger of the Court, No. 6 Corner Street, Umtata.

KWAZULU-NATAL

Case No. 31304/2003

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

In the matter between BODY CORPORATE OF JOHN ROSS HOUSE, Plaintiff, and SIFISO DONALD NDAWONDE (ID. 7608106082087), Defendant

The property shall on 18th December 2003 at 10h00 be put up for auction at Ground Floor, 296 Jan Smuts Highway (cnr Buro Crescent), Mayville Durban.

Description: A unit consisting of:

(a) Section number 613 as shown and more fully described on Sectional Plan No. SS448/2001 in the scheme known as John Ross House in respect of the land and building or buildings situate at Durban, in the eThekweni Municipality Area, of which section the floor area according to the said sectional plan is 60 (sixty) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No. ST55878/2001.

Postal address: Flat 613, John Ross House, 22/36 Victoria Embankment, Durban.

Improvements: (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots"), the premises comprising of one bedroom, one lounge, one kitchen, one bathroom with shower, one toilet (the accuracy of which description the Plaintiff does not guarantee).

Zoning: General Business Central Area.

The sale shall be subject to the following conditions:

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

(b) The purchase price plus VAT thereon shall be paid as to 10% (ten per centum) thereof in cash at the time of the sale, and the full balance thereof together with interest at the current rate referred to in the warrant of execution on the amount of the Plaintiff's claim (and in the event of there being any preferent creditor then the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer shall be secured by a bank or building society guarantee in a form acceptable to the plaintiff's conveyancers. The guarantee shall be delivered by the purchaser to the Sheriff, or upon the Sheriff's instructions, to the plaintiff's conveyancers within 21 (twenty one) days of the date of sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2. (a) The purchaser shall pay to the local authority, body corporate established in terms of any Sectional Title law or any other body or person entitled thereto all such rates and taxes, sanitary, electrical and water fees, levies, road construction charges and unpaid drainage loans, interest on any such items, attorney client legal costs and other amounts whatsoever owing to the local authority and/or such other body other amount which must in law be paid to procure transfer of the property and shall also pay to the Plaintiff's attorneys the cost of transfer, transfer duty, licences, the cost of obtaining Master's approval if necessary, certificates under the Administration of Estates Act, clearance certificates, sanitary fees, interest and all other necessary to obtain transfer of the property.

(b) The purchaser shall pay to the Sheriff the Sheriff's commission calculated in terms of the existing tariff of sheriff's fees.

3. (a) The full conditions may be inspected at the office of the Sheriff Durban, Ground Floor, 296 Jan Smuts Highway (cnr Buro Crescent), Mayville, Durban

Dated at Westville this 12th day of November 2003.

Lomas-Walker & Associates, Suite 2C, Stedman Mews, 128 Jan Hofmeyr Road, Westville, 3629, Docex 27, Westville. Tel: (031) 266-7330. (Ref: Mr A M Lomas-Walker/gdr/07/J007-074.

Case No: 52645/2003

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

**In the matter between ABSA BANK LIMITED, (86/04794/06), Execution Creditor, and
NOMPUMELELO MNGADI, Execution Debtor**

In terms of a judgment of the above Honourable Court dated the 10 October 2003, a sale in execution will be held on Thursday, the 18 December 2003 at 10h00 at Ground Floor, 296 Jan Smuts Highway (cnr Buro Cres), Mayville, Durban, to the highest bidder without reserve.

(a) Section No. 64 as shown and more fully described on a sectional plan No. SS17/88 in the scheme known as ST Moritz in respect of the land and building or buildings situate at Township of Durban Local Authority, Durban, of which the floor area, according to the said sectional plan is seventy seven (77) square metres in extent; and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No. ST8537/94.

Physical address: Flat 70 St Moritz, 6 John Milne Street, Durban.

The following information is furnished but not guaranteed: Facebrick under clay/tile roofed unit consisting of: Lounge, diningroom, kitchen, 1 bathroom/toilet, 2 bedrooms.

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town planning: Zoning: Residential. Special privileges: Nil.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the Magistrate's Court, 296 Jan Smuts Highway, Mayville or at our offices.

Dated at Durban this 17 November 2003.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; PO Box 714, Durban, 4000. Telephone: (031) 304-7614/5. (Ref: CMK/A0078/183/Ms Meyer.)

Case No: 31583/2003

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

**In the matter between ABSA BANK LIMITED (86/04794/06), Execution Creditor, and BEKUMUZI HENRY MBAMBO,
1st Execution Debtor, and NONTOKOZO MARY-JANE GASA, 2nd Execution Debtor**

In terms of a judgment of the above Honourable Court dated the 30 July 2003, a sale in execution will be held on Thursday, the 18 December 2003 at 10h00 at Ground Floor, 296 Jan Smuts Highway (cnr Buro Cres), Mayville, Durban, to the highest bidder without reserve.

(a) Section No. 922, as shown and more fully described on Sectional Plan No. SS448/2001 in the scheme known as John Ross House, in respect of the land and building or buildings situate at Durban, Ethekwini Municipality, of which section the floor area, according to the said Sectional Plan is 74 (seventy four) 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.

Physical address: 922 John Ross House, 20 Victoria Embankment, Durban.

The following information is furnished but not guaranteed: Brick under concrete unit consisting of: Lounge, kitchen, 1 bedroom, 1 bathroom.

Town planning: Zoning: Residential. Special privileges: Nil.

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the Magistrate's Court, 296 Jan Smuts Highway, Mayville or at our offices.

Dated at Durban this 4 November 2003.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; PO Box 714 Durban, 4000. Telephone: (031) 304-7614/5. (Ref: CMK/A0078/165/Ms Meyer.)

Case No. 29271/03

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

**In the matter between: THE BODY CORPORATE OF WESTWOOD GARDENS, Plaintiff, and
Mr E and Mrs Z SULAMAN, Defendant**

The following property shall be sold by the Sheriff for the Magistrate's Court, Durban South, on Thursday, the 18th December 2003 at 10 o'clock, at 296 Jan Smuts Highway, Mayville, Durban, to the highest bidder without reserve:

(a) Section No. 32, as shown and more fully described on Sectional Plan No. SS446/1995 in the scheme known as Westwood Gardens, in respect of the land and building or buildings situate at Durban, Province of KwaZulu-Natal of which section the floor area, according to the said Sectional Plan is 71 (seventy one) square metres in extent; and

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

(c) There are no exclusive use areas.

(d) There are no other onerous conditions.

Held by Defendants under Sectional Deed of Transfer No. ST15596/2001 and having physical address at No. 32 Westwood Gardens, 381 Kenyon Howden Road, Montclair, Durban.

The unit consists of the following:

It is a three bedroomed freestanding unit. It has an open plan kitchen and lounge. There is no garage but marked parking areas with the option to erect a carport for undercover parking. It has an on-suite bathroom. Basic levy is R332,99 per month (water excluded). Each unit has its own water meter which measures the occupants' water usage every month. There is security at the main entrance as well as a garden service which services the general lawns. The insurance presently amounts to R238 600,00.

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

2. The sale is voetstoots.

3. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a Bank or Building Society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.

4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies / rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

5. The full conditions of sale may be inspected at the offices of the Sheriff of Durban South, 101 Lejaton Building, 40 St Georges Street, Durban. (Telephone 031-3010091.)

Dated at Durban this 12th day of November 2003.

Johan Jooste & Company, Plaintiff's Attorneys, Ground Floor, Masonic Grove Chambers, 32 Masonic Grove, Durban, 4001. (Ref: PMC/MG/05E116/004.)

Case No. 4168/03

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED (formerly known as KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Plaintiff, and MAPHIKA ELLIOT MKHIZE, Defendant

The undermentioned property will be sold in execution at the Office of the Sheriff at 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal, on 19 December 2003 at 09:00:

Site Number 1557, Unit S in the Township of Edendale, District of Pietermaritzburg, in extent 510 (five one zero) square metres, held by Deed of Grant No. 9518.

The property is situate at House 1557, Unit S, Edendale, Pietermaritzburg, KwaZulu-Natal, and is improved by the construction thereon of a single storey dwelling consisting of a diningroom, 3 bedrooms, kitchen and outside toilet.

The full conditions of sale may be inspected at the abovementioned Office of the Sheriff, 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal.

Dated at Pietermaritzburg this 13th day of November 2003.

Tatham Wilkes Inc., Plaintiff's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref: H.M. Drummond/sb/K142.)

Case No. 43998/99

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

In the matter between: ABSA BANK LIMITED (86/04794/06), Execution Creditor, and NUSMUZI NKWANYANA, 1st Execution Debtor, and BANGKILE NKWANYANA, 2nd Execution Debtor

In terms of a judgment of the above Honourable Court dated the 30 March 2000, a sale in execution will be held on Thursday, the 18 November 2003 at 10h00, at Ground Floor, 296 Jan Smuts Highway (cnr Buro Cres), Mayville, Durban, to the highest bidder without reserve:

Lot 1678, Chesterville (Extension 1), situate in the Durban Entity, Administrative District of Natal, Province of KwaZulu-Natal, in extent 310 (three hundred and ten) square metres.

Physical address: 1678 Chesterville, Durban.

The following information is furnished but not guaranteed: Concrete under tile dwelling consisting of: Lounge, kitchen, 2 bedrooms and 1 bathroom.

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town planning: Zoning: Residential.

Special privileges: Nil.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the Magistrate's Court, 296 Jan Smuts Highway, Mayville, Durban, or at our offices.

Dated at Durban this 12 November 2003.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; PO Box 714, Durban, 4000. Telephone: (031) 304-7614/5. (Ref: CMK/A0034/2153/MS Meyer.)

Case No: 26499/2003

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

In the matter between ABSA BANK LIMITED (86/04794/06), Execution Creditor, and MAGAMANDILE MILTON MKHIZE, Execution Debtor

In terms of a judgment of the above Honourable Court dated the 26 September 2003, a sale in execution will be held on Thursday, the 18 December 2003 at 10h00 at ground floor, 296 Jan Smuts Highway (cnr Buro Cres), Mayville, Durban, to the highest bidder without reserve:

Erf 1421, Chesterville (Extension No. 2), Registration Division FT, situate in the South Central Local Council Area, Province of KwaZulu-Natal, measuring 495 (four hundred and ninety five) square metres held by Deed of Transfer No. T48168/2000.

Physical address: 17 Isikhalo Road, Chesterville.

The following information is furnished but not guaranteed: Block under tile dwelling consisting of: 2 bedrooms lounge, kitchen, bathroom.

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town planning: Zoning: Residential. *Special privileges:* Nil.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the Magistrate's Court, 296 Jan Smuts Highway, Mayville or at our offices.

Dated at Durban this 12 November 2003.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; PO Box 714 Durban, 4000. Telephone: (031) 304-7614/5. (Ref: CMK/A0078/153/Ms Meyer.)

Case No. 74022/2002

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

In the matter between PANGBOURNE PROPERTIES LTD, Execution Creditor, and JENNIFER BOYLES t/a DECORATORS CHOICE, Execution Debtor

In pursuance of a judgment granted on 25 March 2003 in the Magistrate's Court of Durban and under a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on Thursday, 18 December 2003 at 10h00, at 296 Jan Smuts Highway, Mayville, Durban.

Description: Section no 7 as shown and more fully described on sectional plan No 82/1989 in the scheme known as Yamine in respect of the land or building/s situate at Durban, of which section the floor area according to the said sectional plan is 151 square metres in extent;

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Title Deed No ST2639/1994.

Physical address: Unit no: 7 10 Yamone Park, 18/20 Spathodia Drive, Isipingo, 4110.

Improvements: Simplex house, brick walls, tiled roof, 3 bedrooms, 1 en suite shower, toilet, 1 bathroom, 1 toilet, 1 kitchen fitted cupboards, 1 lounge combined 1 diningroom, 1 single garage, attached to the house.

Zoning: General Residential 1.

Nothing in the above is guaranteed.

The Purchaser shall be required to pay ten percent (10%) deposit of the purchase price and the Auctioneer's commission plus VAT thereon immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within twenty one (21) days after date of sale.

The aforesaid shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff, Magistrate's Court, Durban South at 101 Lejaton Building, 40 St George's Street, Durban.

Dated at Durban on this 13 of November 2003.

J H Nicolson, Stiller & Geshen, Execution Creditor's Attorneys, 11th Floor, Mercury House, 320 Smith Street, Durban. Ref: Mr G C Weston/cc/P286-36. Tel: (031) 304-9751.

Case No: 5396/03

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

In the matter between FIRST RAND BANK LIMITED, Plaintiff, and MLUNGISI ROY DANDALA, First Defendant, and REBECCA NOZIPHO DANDALA, Second Defendant

The undermentioned property will be sold in execution on the 19th December 2003 at 09:00 am at the Sheriff's Office, 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal.

The property is situated at Sub 38 of Lot 1683, Pietermaritzburg, Registration Division FT, Province of KwaZulu-Natal, in extent 589 square metres, physical address: 31 Opperman Road, Westgate, Pietermaritzburg, KwaZulu-Natal.

Which consists of a dwelling house comprising lounge, diningroom, kitchen, 3 bedrooms, bathroom, toilet and garage.

The full conditions of sale may be inspected at the abovementioned office of the Sheriff.

Dated at Pietermaritzburg this 5th day of December 2003.

Von Klempersers, Plaintiff's Attorneys, 234 Berg Street, Pietermaritzburg.

Case No. 4131/03

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

In the matter between: THE LAND AND AGRICULTURAL BANK OF SOUTH AFRICA, Plaintiff, and STEWART HAMISH MACKENZIE, Defendant

In pursuance of a judgment granted on the 17th day of September 2003 in the High Court of South Africa (Natal Provincial Division), and under writ of execution issued thereafter the immovable property listed hereunder shall be sold in execution to the highest bidder on Monday, the 15th day of December 2003 at 11h00 at the Magistrate's Court Ixopo, Margaret Street, Ixopo, KwaZulu-Natal.

Remainder of Farm No. 1895, Umtwalume Falls, Registration Division ET, situate in the Province of KwaZulu-Natal, in extent five hundred and fifty two comma one one two two (552,1122) hectares, held under Deed of Transfer No. T11620/1982 and which property is physically situate Umtwalume Falls Farm, Highflats, Ixopo, KwaZulu-Natal.

Buildings and improvements alleged to exist on the property although this information is not guaranteed: 1 dwelling—brick under corrugated iron consisting of: 4 x bedrooms, 2 x bathrooms, diningroom, lounge, kitchen, 2 sheds—brick under corrugated iron, staff quarters.

Prospective purchasers' attention is drawn to the fact that the Land Bank is under no obligation to point out boundaries or beacons in respect of the property. No assurance can be given that the alleged buildings and other improvements do exist or are situated on the property as stated above, nor that any of them is free from a right of retention or hire purchase agreement, nor that an adjoining owner has no interest or claim for contribution in respect of any boundary fencing.

The property(ies) is/are sold "voetstoots" as it/they stand(s), subject to all servitudes and conditions specified in the title deed.

The purchaser shall pay auctioneer's charges on the day of the sale at the rate of five per centum (5%) of the first thirty thousand rand (R30 000,00) and thereafter on the balance at three per centum (3%) subject to a maximum of seven thousand rand (R7 000,00) and a minimum of three hundred rand (R300,00) plus VAT and in addition, transfer dues, costs of transfer, transfer duty and any arrear rates, taxes, or other charges necessary to effect transfer upon request by the attorney for the Execution Creditor.

Any Value Added Tax which is payable arising out of or in connection with this sale (whether same is a deemed supply in terms of Section 8 (1) (b) of the Value Added Tax Act No. 89 of 1991 or otherwise) shall be added to the sale price and shall be paid in cash to the Plaintiff by the purchaser on the date of sale.

Occupational interest shall be payable on the purchase price or balance of the purchase price by the purchaser to the Land Bank at a rate of interest to be determined by the Land Bank from time to time, and which is currently 12% and which interest shall be compounded monthly from the date of sale to date of payment. Payment of such occupational interest shall be made to the Land Bank prior to registration of transfer of the property. The property is being sold free of any lease agreements, right of occupation, sale agreements and/or usufruct. The purchaser shall be liable for any eviction of claiming rights of occupation at his/her sole costs.

The Land Bank reserves the right at any time to withdraw from the sale any property, which is offered for sale.

The conditions of sale may be inspected at the Office of the Sheriff for Richmond, Cransord Farm, Richmond.

Dated at Pietermaritzburg on this 13th day of November 2003.

Messrs Yashica Chetty, Plaintiff's Attorneys, Suite 1, 365 Longmarket Street, Pietermaritzburg, 3201. (Ref. Mrs Chetty/LM/L132.)

Case No. 32712/03

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

In the matter between: GRAYS MEWS BODY CORPORATE, Plaintiff, and PERUMAL CHETTY, 1st Defendant, and LOGANDREE CHETTY, 2nd Defendant

The following property will be sold in execution, without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and Rules made thereunder, and of the Title Deed insofar as these are applicable, on Thursday, the 18th December 2003 at 10:00 am at the Ground Floor, 296 Jansmuts Highway, Mayville, Durban, namely:

Certain property is unit consisting of Section 25, as shown and more fully described on Sectional Plan No. SS296/1991 in the scheme known as Grays Mews in respect of the land and buildings of which section the floor area accordingly to the Sectional Plan is 93 square metres in extent and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan and held under Deed of Transfer No. ST10234/1996, without anything warranted by: Dwelling under brick & tile consisting of: Duplex with 3 x bedrooms, toilet and bathroom upstairs and a toilet, open plan kitchen and lounge downstairs with a garage.

Physical address is Unit 25, Grays Mews, 540-546 Marine Drive, Brighton Beach.

The material terms are 10% deposit, balance payable on transfer, guarantees within 21 days of sale. The full conditions can be inspected at the offices of the Sheriff, Magistrate's Court, Durban South.

Geyser, Liebetrau, Du Toit & Louw, 7 Greathead Lane, Pinetown; c/o Kings Couriers/Messenger King, 1st Floor, Grindrod Mews, 106 Victoria Embankment, Durban. Tel. (031) 702-0331. (Ref. VMC/G65TM-9.)

Case No. 20323/2003

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

In the matter between: BODY CORPORATE OF GLENARIFF, Plaintiff, and NONHLANHLA PENELOPE MFEKA (née HLATSHWAYO), Defendant

The property shall on 18 December 2003 at 10h00 be put up for auction at Ground Floor, 296 Jan Smuts Highway (cnr Buro Crescent), Mayville, Durban.

Description: A unit consisting of:

(a) Section Number 8 as shown and more fully described on Sectional Plan No. SS245/1984 in the scheme known as Glenariff in respect of the land and building or buildings situate at Durban, in the eThekweni Municipality Area, of which section the floor area according to the said sectional plan is 74 (seventy four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No. ST2162/1993.

Postal address: 8 Glenariff, 96 Umbilo Road, Durban.

Improvements (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots"), the premises comprising of one bedroom, open plan lounge and diningroom, separate kitchen, bathroom, separate toilet and enclosed balcony (the accuracy of which description the Plaintiff does not guarantee).

Zoning: General Business Area 2.

The sale shall be subject to the following conditions:

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Court Act and the Rules made thereunder.

(b) The purchase price plus VAT thereon shall be paid as to 10% (ten per centum) thereof in cash at the time of the sale, and the full balance thereof together with interest at the current rate referred to in the warrant of execution on the amount of the Plaintiff's claim (and in the event of there being any preferent creditor then the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer shall be secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. The guarantee shall be delivered by the purchaser to the Sheriff, or upon the Sheriff's instructions, to the Plaintiff's conveyancers within 21 (twenty one) days of the date of sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2. (a) The purchaser shall pay to the local authority, body corporate established in terms of any Sectional Title law or any other body or person entitled thereto all such rates and taxes, sanitary, electrical and water fees, levies, road construction charges an unpaid drainage loans, interest on any such items, attorney client legal costs and other amounts whatsoever owing to the local authority and/or such other body and any other amount which must in law be paid to procure transfer of the property and shall also pay to the Plaintiff's attorney the cost of transfer, transfer duty, licences, the cost of obtaining Master's approval, if necessary, certificates under the Administration of Estates Act, clearance certificates, sanitary fees, interest and all other amounts necessary to obtain of the property.

(b) The purchaser shall pay to the Sheriff the Sheriff's commission calculated in terms of the existing tariff of Sheriff's fees.

3. (a) The full conditions may be inspected at the office of the Sheriff Durban, Ground Floor, 296 Jan Smuts Highway (cnr Buro Crescent), Mayville, Durban.

Dated at Westville this 12th day of November 2003.

Lomas-Walker & Associates, Attorney for Execution Creditor, Suite 2C, Stedman Mews, 128 Jan Hofmeyr Road, Westville, 3629. Docex 27, Westville. Tel. (031) 266-7330. (Ref. Mr A M Lomas-Walker/ab/01/G002-001.)

Case No. 3274/2003

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

In FIRSTRAND BANK LIMITED, Execution Creditor, and THE EXECUTOR IN THE ESTATE LATE: MAGCABA, BEHKIKHAYA ALSON, and MAGCABA, NOLWAZI LINDIWE, Execution Debtors

In pursuant to a judgment in the above Magistrate Court, the undermentioned property will be auctioned on the 18th December 2003 at 10h00 by the Sheriff, Magistrate's Court, at the offices of the Magistrate's Court, 296 Jan Smuts Highway, Mayville, Durban:

Certain: Lot 5027, Isipingo Extension 47, situate in the Isipingo entity and in the Port Natal–Enhodwe Joint Services Area, Administrative District of Natal, Province of KwaZulu-Natal (8 Daisy Place Westmont, Isipingo), extent 331 (three hundred and thirty one) square metres.

Improvements: Dwelling with outbuildings (no guarantee is given in respect of improvements).

Terms: Ten per cent (10%) of the purchase price is payable on date of sale and the balance together with interest at a rate of 17,00% per annum from the date of sale until date of payment to be guaranteed by a bank, building society and/or any other acceptable guarantee. Such guarantee must be delivered to the Sheriff, Magistrate Court, Durban South, within 14 (fourteen) days from date of sale. The sale is subject to section 66 of Act 32 of 1944, as amended.

Conditions: The comprehensive conditions of sale can be inspected at the offices of the Sheriff, Durban South.

Dated at Vereeniging this 15th day of November 2003.

M M P de Wet, Steyn Lyell & Marais, Steyn Lyell & Marais Building, 21 Leslie Street, Vereeniging. Tel: 421-4471.
Ref: Mrs Harmse/B Joubert/NF1236.

Case No. 1989/2003

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

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and SILULAMI CLAYTON NONTENJA, Defendant

1. The following property shall be sold by the Sheriff for the High Court, Durban Central on the 18th day of December 2003 at 10h00, at Ground Floor, 296 Jan Smuts Highway, Mayville, Durban, to the highest bidder without reserve:

Erf 612, Cato Manor, Registration Division FT, Province of KwaZulu-Natal, in extent 1 012 square metres held under Deed of Transfer No. T263/1998 and having physical address at 129 Manor Drive, Cato Manor, Durban, KwaZulu-Natal and which, without anything being warranted thereby, is zoned special residential and is improved by dwelling comprising entrance hall, lounge, dining room, study, kitchen, pantry, 3 bedrooms, bathroom, wc, 2 garages, servant's room, bathroom/wc.

2. The sale is voetstoots and the successful bidder is to pay on conclusion of the sale in cash or by bank guaranteed cheque a deposit of 10% of the price, plus the Sheriff's charges (being 5% on the first R30 000,00 of the price and 3% on the balance, plus VAT). The full conditions of sale may be inspected at the office of the said Sheriff at 296 Jan Smuts Highway, Mayville. (Tel: 209-0600.)

Dated at Durban this 17th day of November 2003.

W N Mann, Plaintiff's Attorney, John Koch & Company, 5th Floor, 6 Durban Club Place, Durban. (Ref. WNM/AS/F4344.)

Case No. 6255/2002

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

ABSA BANK LIMITED versus LUTCHMAN GANAPATIA

The following property will be sold voetstoots in execution at 296 Jan Smuts Highway, Mayville, Durban, on 18th December 2003 at 10h00:

Lot 863, Isipingo, situate in the Borough of Isipingo and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 881 square metres, held under Deed of Transfer No. T15611/79.

Physical address: 35A Duiker Road, Isipingo.

Improvements: Nothing in this regard is guaranteed.

A double storey brick house under tile roof consisting of: Garden on roof. **First Floor:** 4 bedrooms, 1 bathroom consisting of bath, basin, shower and toilet. **Ground floor:** Lounge (floor tiled), diningroom (floor tiled), T.V. room (tiled), 1 bathroom (consisting of shower, hand basin and toilet), kitchen fitted with cupboards (floor tiled). **Basement:** 2 bedrooms, 1 kitchen, 1 bathroom, consisting of bath, basin and toilet (tiled). Servants' quarters separate: 1 room with toilet, bath and hand basin.

The property is fully/partly fenced (concrete).

Zoning (the accuracy hereof is not guaranteed): Special Residential.

Material terms: 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriff's Offices, 101 Lejaton, 40 St George's Street, Durban or Meumann White.

Dated at Durban this the 18th day of November 2003.

Meumann White, Plaintiff's Attorneys, Suite 3, 1st Floor, Granada Centre, 16 Chartwell Drive, Umhlanga Rocks, Durban.
Ref: 086207/MD/vdg/lg.

Case No. 1111/03

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

In the matter between ABAQULUSI MUNICIPALITY, Execution Creditor, and B S L NGWENYA, Execution Debtor

Pursuant to a judgment in the above Honourable Court and a warrant of execution dated 22nd September 2003, a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Thursday, the 18th day of December 2003 at 11h00, whereby the following property will be sold to the highest bidder, namely:

Erf 2425/02, Vryheid, Registration Division HT, Province of KwaZulu-Natal, in extent 1 080 (one zero eight zero) square metres, also better known as 73 East Street, Vryheid, consisting of:

House: Bricks under tile roof, 3 bedrooms with built in cupboards. Lounge & dining room, bathroom with toilet, kitchen with built in cupboards, front verandah, servants' quarters, fenced, single garage.

The conditions of sale which will be read immediately before the sale commences are lying for inspection at the offices of the Sheriff, Vryheid. The most important conditions thereof being the following:

Conditions:

1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder, but such sale shall be subject to the conditions stipulated in terms of Section 66(2) of Act 32 of 1944, as amended.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest in terms of the Judgment, shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within 14 (fourteen) days after the date of sale.

Signed and dated at Vryheid on this 19th day of November 2003.

E P Beeslaar, Cox & Partners, Plaintiff's Attorneys, Standard Bank Building, cnr Market & High Streets, Vryheid.

Case No. 31424/2003

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

In the matter between BODY CORPORATE OF JOHN ROSS HOUSE, Plaintiff, and MATSELISO IDA HLOHLOMI (ID. 6508180278083), Defendant

The property shall on 18th December 2003 at 10h00 be put up for auction at Ground Floor, 296 Jan Smuts Highway (cnr Buro Crescent), Mayville, Durban.

Description: A unit consisting of:

(a) Section Number 611 as shown and more fully described on Sectional Plan No. SS448/2001 in the scheme known as John Ross House in respect of the land and building or buildings situate at Durban, in the eThekweni Municipality Area, of which section the floor area according to the said sectional plan is 55 (fifty five) square metres in extent; and

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

Held under Deed of Transfer No. ST8515/2003.

Postal address: Flat 611, John Ross House, 22/36 Victoria Embankment, Durban.

Improvements: (the nature, extent, condition and existence of the improvements are not guaranteed and are sold "voetstoots"), the premises comprising of one bedroom, one lounge, one kitchen, one bathroom with shower, one toilet (the accuracy of which description the Plaintiff does not guarantee).

Zoning: General Business Central Area.

The sale shall be subject to the following conditions:

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

(b) The purchase price plus VAT thereon shall be paid as to 10% (ten per centum) thereof in cash at the time of the sale, and the full balance thereof together with interest at the current rate referred to in the warrant of execution on the amount of the plaintiff's claim (and in the event of there being any preferent creditor then the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer shall be secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. The guarantee shall be delivered by the purchaser to the Sheriff, or upon the Sheriff's instructions, to the plaintiff's conveyancers within 21 (twenty one) days of the date of sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2. (a) The purchaser shall pay to the local authority, body corporate established in terms of any Sectional Title law or any other body or person entitled thereto all such rates and taxes, sanitary, electrical and water fees, levies, road construction charges and unpaid drainage loans, interest on any such items, attorney client legal costs and other amounts whatsoever owing to the local authority and/or such other body and any other amount which must in law be paid to produce transfer of the property and shall also pay to the plaintiff's attorneys the cost of transfer, transfer duty, licences the cost of obtaining Master's approval, if necessary, certificates under the Administration of Estates Act, clearance certificates, sanitary fees, interest and all other amounts necessary to obtain transfer of the property.

(b) The purchaser shall pay to the Sheriff the Sheriff's commission calculated in terms of the existing tariff of Sheriff's fees.

3. (a) The full conditions may be inspected at the office of the Sheriff Durban, Ground Floor, 296 Jan Smuts Highway (cnr Buro Crescent), Mayville, Durban.

Dated at Westville this 12th day of November 2003.

Lomas-Walker & Associates, Attorney for Execution Creditor, Suite 2C, Stedman Mews, 128 Jan Hofmeyr Road, Westville, 3629. Docex 27, Westville. [Tel. (031) 266-7330.] (Ref: Mr A M Lomas-Walker/gdr/07/J007-069.)

MPUMALANGA

Case No. 3788/02**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BARBERTON HELD AT BARBERTON****In the matter between: FIRST NATIONAL BANK, a Division of FIRSTRAND BANK LIMITED
(Reg No. 1905/001225/06), Plaintiff, and Mr BRIAN ALISTAIR SCOTT, Defendant**

In execution of a judgment of the above Honourable Court dated the 6th of March 2003 and writ of execution, the following property will be sold in execution on Tuesday, 6th January 2004 at 11h00 in front of the Magistrate's Court, Barberton, to the highest bidder.

Property description: Erf 3921, situated in the Township of Barberton, Registration Division J.U., Province of Mpumalanga, measuring 2 974 (two nine seven four) square metres, held under Certificate of Registered Sectional Title No. T57873/2001.

Improvements: 1 swimming pool, 6 bedrooms, 3 outside rooms, 1 outside office, 1 kitchen, 1 laundry, 1 lounge, 1 diningroom, 9 bathrooms, 1 outside shower.

The conditions of sale:

The purchaser shall be obliged to pay 10% (ten percent) of the purchase price to the Sheriff, Magistrate's Court the day of the sale plus Auctioneer's charges immediately after the sale.

The balance of the purchase price together with the interest thereon is payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The full conditions of sale may be examined at the office of the Sheriff of the Court, Eureka Centre, Shop No. 33, Barberton.

Dated at Barberton on this 17th day of November 2003.

C.M. Pohl, Messrs Lukas Louw & Bester, Iuris Peritus Building, 63 Crown Street, PO Box 30, Barberton.
(Ref: CP:MG:ENB 6/02.)

Case No: 3756/2003**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MIDDELBURG HELD AT MIDDELBURG****In the matter between: GROTER GROBLERSDAL MUNISIPALITEIT, Execution Creditor, and
S.J.C. NEL, Execution Debtor**

In pursuance of judgment granted on 20th day of June 2003, in the Middelburg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 16th day of January 2004 at 9:00 am, at Magistrate Court, Middelburg, to the highest bidder:

Description: Stand 178, Stand Number 51-00178-00-00, Laersdrift Township, Registration Section J.S., of Mpumalanga.

In extent: 0 (nil).

Street address: Stand 178, Laersdrift.

Improvements: Empty stand.

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

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The Purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.
3. The Purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Execution Creditor or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Groblersdal this 17 October 2003.

P du Plessis, Execution Creditor's Attorneys, Du Plessis & Van Rooyen, 28A Hereford Street, Groblersdal; P O Box 1042, Groblersdal. Tel. (013) 2624077, Fax (013) 2623845. Docex 2: Groblersdal.

Service address: Munisipaliteit, p/a Jan van Riebeeckstraat 207, Middelburg. Ref: GRO1/0099/CV.

Address of Execution Debtor: Mnr S.J.C. Nel, of Laersdrift 178, Laersdrift.

Case No: 3673/2003

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

**In the matter between: GROTER GROBLERSDAL MUNISIPALITEIT, Execution Creditor, and
M.L. KGOLE, Execution Debtor**

In pursuance of judgment granted on 23rd day of June 2003, in the Middelburg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 16th day of January 2004 at 9:00 am, at Magistrate Court, Middelburg, to the highest bidder:

Description: Stand 126, Kerk Street, Roosenekal Township, Stand Number 50-00126-00-00, Registration Section J.S., of Mpumalanga.

In extent: 0 (nil).

Street address: Stand 126, Kerk Street.

Improvements: Empty stand.

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

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The Purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

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

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

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

Dated at Groblersdal this 16 October 2003.

P du Plessis, Execution Creditor's Attorneys, Du Plessis & Van Rooyen, 28A Hereford Street, Groblersdal; P O Box 1042, Groblersdal. Tel. (013) 2624077, Fax (013) 2623845. Docex 2: Groblersdal.

Service address: Munisipaliteit, p/a Jan van Riebeeckstraat 207, Middelburg. Ref: GRO1/0028/CV.

Address of Execution Debtor: Mnr M.L. Kgole, of Kerk Straat 126.

Case No: 3654/2003

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

**In the matter between: GROTER GROBLERSDAL MUNISIPALITEIT, Execution Creditor, and
M.S. BROZIN, Execution Debtor**

In pursuance of judgment granted on 17th day of June 2003, in the Middelburg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 16th day of January 2004 at 9:00 am, at Magistrate Court, Middelburg, to the highest bidder:

Description: Stand 61, Minnaarstraat, Roosenekal Township, Stand Number 50-00061-00-00-00-00, Registration Section J.S. of Mpumalanga.

In extent: 0 (nil).

Street address: Stand 61, Minnaar Street.

Improvements: Empty stand.

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

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The Purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

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

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

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

Dated at Groblersdal this 16 October 2003.

P du Plessis, Execution Creditor's Attorneys, Du Plessis & Van Rooyen, 28A Hereford Street, Groblersdal; P O Box 1042, Groblersdal. Tel. (013) 2624077, Fax (013) 2623845. Docex 2: Groblersdal.

Service address: Munisipaliteit, p/a Jan van Riebeeckstraat 207, Middelburg. Ref: GRO1/0173/MB.

Address of Execution Debtor: Mnr M.S. Brozin of Minnaarstraat 61.

Case No: 3713/2003

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

**In the matter between: GROTER GROBLERSDAL MUNISIPALITEIT, Execution Creditor, and
P.T. OOSTHUIZEN, Execution Debtor**

In pursuance of judgment granted on 20th day of June 2003, in the Middelburg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 16th day of January 2004 at 9:00 am, at Magistrate Court, Middelburg, to the highest bidder:

Description: Stand 184, Laersdrift Township, Stand Number 51-00184-00-00, Registration Section J.S., of Mpumalanga.

In extent: 0 (nil).

Street address: Stand 184, Laersdrift.

Improvements: Empty stand.

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

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The Purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

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

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

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

Dated at Groblersdal this 17 October 2003.

P du Plessis, Execution Creditor's Attorneys, Du Plessis & Van Rooyen, 28A Hereford Street, Groblersdal; P O Box 1042, Groblersdal. Tel. (013) 2624077, Fax (013) 2623845. Docex 2: Groblersdal.

Service address: Munisipaliteit, p/a Jan van Riebeeckstraat 207, Middelburg. Ref: GRO1/0106/CV.

Address of Execution Debtor: Mnr P.T. Oosthuizen, of Laersdrift 184, Laersdrift.

Case No: 3755/2003

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

**In the matter between: GROTER GROBLERSDAL MUNISIPALITEIT, Execution Creditor, and
R.C. NEILSON, Execution Debtor**

In pursuance of judgment granted on 20 June 2003, in the Middelburg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 16th day of January 2004 at 9:00 am, at Magistrate Court, Middelburg, to the highest bidder:

Description: Stand 177, Laersdrift Township, Stand Number 51-00177-00-00, Registration Section J.S., of Mpumalanga.

In extent: 0 (nil).

Street address: Stand 177, Laersdrift.

Improvements: Empty stand.

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

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The Purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

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

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

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

Dated at Groblersdal this 16 October 2003.

P du Plessis, Execution Creditor's Attorneys, Du Plessis & Van Rooyen, 28A Hereford Street, Groblersdal; P O Box 1042, Groblersdal. Tel. (013) 2624077, Fax (013) 2623845. Docex 2: Groblersdal.

Service address: Munisipaliteit, p/a Jan van Riebeeckstraat 207, Middelburg. Ref: GRO1/0098/CV.

Address of Execution Debtor: Mnr R.C. Neilson, of Laersdrift 177, Laersdrift.

Case No: 3651/2003

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

**In the matter between: GROTER GROBLERSDAL MUNISIPALITEIT, Execution Creditor, and
C EVERSON, Execution Debtor**

In pursuance of judgment granted on 18th day of June 2003, in the Middelburg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 16th day of January 2004 at 9:00 am, at Magistrate Court, Middelburg, to the highest bidder:

Description: Stand 145, Laersdrift Township, Stand Number 51-00145-00-00, Registration Section J.S. of Mpumalanga.

In extent: 0 (nil).

Street address: Stand 145, Laersdrift.

Improvements: Empty stand.

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

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The Purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

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

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

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

Dated at Groblersdal this 17 October 2003.

P du Plessis, Execution Creditor's Attorneys, Du Plessis & Van Rooyen, 28A Hereford Street, Groblersdal; P O Box 1042, Groblersdal. Tel. (013) 2624077, Fax (013) 2623845. Docex 2: Groblersdal.

Service address: Munisipaliteit, p/a Jan van Riebeeckstraat 207, Middelburg. Ref: GRO1/0169/MB.

Address of Execution Debtor: Mnr C Everson of Laersdrift 145, Laersdrift.

Case No. 3757/2003

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

**In the matter between: GROTER GROBLERSDAL MUNISIPALITEIT, Execution Creditor, and
OLGA NEL, Execution Debtor**

In pursuance of judgment granted on 20th day of June 2003, in the Middelburg Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 16th day of January 2004 at 9:00 am at Magistrate Court, Middelburg, to the highest bidder:

Description: Stand 185, Laersdrift, Stand No. 51-00185-00-00, Laersdrift Township, Registration Section J.S. of Mpumalanga, in extent 0 (nil).

Street address: Erf 185, Laersdrift.

Improvements: Empty stand.

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

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

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

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

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

Dated at Groblersdal this 16 October 2003.

P du Plessis, for Du Plessis & Van Rooyen, Execution Creditor's Attorneys, 28A Hereford Street, Groblersdal; PO Box 1042, Groblersdal. [Tel: (013) 262-4077.] [Fax: (013) 262-3845.] Docex 2, Groblersdal.

Service address: Munisipaliteit, p/a Jan van Riebeeckstraat 207, Middelburg. (Ref: GRO1/0100/CV.)

Address of Execution Debtor: Me Olga Nel, of Laersdrift 185, Laersdrift.

Case No. 3699/03

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

**In the matter between: GROTER GROBLERSDAL MUNISIPALITEIT, Execution Creditor, and
D. J. MERETSELE, Execution Debtor**

In pursuance of judgment granted on 23rd day of June 2003, in the Middelburg Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23rd day of January 2004 at 9:00 am at Magistrate Court, Middelburg, to the highest bidder:

Description: 77 Middel Street, Roossenekal Township, Stand No. 50-00077-00-00, Registration Section J.S. of Mpumalanga, in extent 0 (nil).

Street address: 77 Middel Street, Roossenekal.

Improvements: Empty stand.

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

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Execution Creditor or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Groblersdal this 30 October 2003.

P du Plessis, for Du Plessis & Van Rooyen, Execution Creditor's Attorneys, 28A Hereford Street, Groblersdal; PO Box 1042, Groblersdal. [Tel: (013) 262-4077.] [Fax: (013) 262-3845.] Docex 2, Groblersdal.

Service address: Munisipaliteit, p/a Jan van Riebeeckstraat 207, Middelburg. (Ref: GRO1/0061/CV.)

Address of Execution Debtor: Mnr D. J. Meretsele of Middelstraat 77, Roossenekal.

Case No. 3662/2003

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

**In the matter between: GROTER GROBLERSDAL MUNISIPALITEIT, Execution Creditor, and
D.A. DREW, Execution Debtor**

In pursuance of judgment granted on 18th day of June 2003, in the Middelburg Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23rd day of January 2004 at 9:00 am at Magistrate Court, Middelburg, to the highest bidder:

Description: 87 Senekal Street, Roossenekal Township, Stand No. 50-0087-00-00-00-00, Registration Section J.S. of Mpumalanga, in extent 0 (nil).

Street address: 87 Senekal Street.

Improvements: Empty stand.

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

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Execution Creditor or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Groblersdal this 30 October 2003.

P du Plessis, for Du Plessis & Van Rooyen, Execution Creditor's Attorneys, 28A Hereford Street, Groblersdal; PO Box 1042, Groblersdal. [Tel: (013) 262-4077.] [Fax: (013) 262-3845.] Docex 2, Groblersdal.

Service address: Munisipaliteit, p/a Jan van Riebeeckstraat 207, Middelburg. (Ref: GRO1/0014/CV.)

Address of Execution Debtor: Mnr D.A. Drew of Senekalstraat 87, Roossenekal.

Case No. 3650/2003

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

**In the matter between GROTER GROBLERSDAL MUNISIPALITEIT, Execution Creditor, and
MJ ERASMUS, Execution Debtor**

In pursuance of judgment granted on 18th day of June 2003, in the Middelburg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 23rd day of January 2004 at 09:00 am at Magistrate's Court, Middelburg, to the highest bidder:

Description: Stand 95, Laersdrift Township, Standnumber: 51-00095-00-00, Registration Section J.S. van Mpumalanga, in extent 0 (nil). *Street address:* Stand 95, Laersdrift.

Improvements: Empty stand.

Held by the Execution Debtor in his/her/its name under Deed of Transfer.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.
3. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Execution Creditor or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Groblersdal this 29 October 2003.

P du Plessis, Du Plessis & Van Rooyen, Execution Creditor's Attorneys, 28A Hereford Street, Groblersdal; P O Box 1042, Groblersdal. Tel. (013) 262-4077. Fax (013) 262-3845. Docex 2: Groblersdal.

Service address: Munisipaliteit, p/a Jan van Riebeeckstraat 207, Middelburg. Ref: GRO1/0168/MB.

Address of Execution Debtor: Mnr MJ Erasmus of Laersdrift 95, Laersdrift.

Case No. 2573/03

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

**In the matter between GROTER GROBLERSDAL MUNISIPALITEIT, Execution Creditor, and
M.P. MASHA, Execution Debtor**

In pursuance of judgment granted on 16th day of July 2003, in the Middelburg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 23rd day of January 2004 at 09:00 am at Magistrate's Court, Middelburg, to the highest bidder:

Description: Stand 112, Laersdrift Township, Standnumber: 51-00112-00-00, Registration Section J.S. van Mpumalanga, in extent 0 (nil). *Street address:* Stand 112, Laersdrift.

Improvements: Empty stand.

Held by the Execution Debtor in his/her/its name under Deed of Transfer.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.
3. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Execution Creditor or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Posbus 99, Middelburg, 1050.

Dated at Groblersdal this 29 October 2003.

P du Plessis, Du Plessis & Van Rooyen, Execution Creditor's Attorneys, 28A Hereford Street, Groblersdal; P O Box 1042, Groblersdal. Tel. (013) 262-4077. Fax (013) 262-3845. Docex 2: Groblersdal.

Service address: Munisipaliteit, p/a Jan van Riebeeckstraat 207, Middelburg. Ref: GRO1/0036/CV.

Address of Execution Debtor: Mr M.P. Masha of Laersdrift 112, Laersdrift.

Case No. 3665/2003

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

**In the matter between GROTER GROBLERSDAL MUNISIPALITEIT, Execution Creditor, and
M.J. ERASMUS, Execution Debtor**

In pursuance of judgment granted on 19th day of July 2003, in the Middelburg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 23rd day of January 2004 at 09:00 am at Magistrate's Court, Middelburg, to the highest bidder:

Description: Stand 96, Laersdrift Township, Standnumber: 51-00096-00-00, Registration Section J.S. van Mpumalanga, in extent 0 (nil). *Street address:* Stand 96, Laersdrift.

Improvements: Empty stand.

Held by the Execution Debtor in his/her/its name under Deed of Transfer.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Execution Creditor or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Posbus 99, Middelburg, 1050.

Dated at Groblersdal this 29 October 2003.

P du Plessis, Du Plessis & Van Rooyen, Execution Creditor's Attorneys, 28A Hereford Street, Groblersdal; P O Box 1042, Groblersdal. Tel. (013) 262-4077. Fax (013) 262-3845. Docex 2: Groblersdal.

Service address: Munisipaliteit, p/a Jan van Riebeeckstraat 207, Middelburg. Ref: GRO1/0018/CV.

Address of Execution Debtor: Mr M.J. Erasmus of Stand 95, Laersdrift.

Case No. 3643/2003

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

**In the matter between GROTER GROBLERSDAL MUNISIPALITEIT, Execution Creditor, and J.L. VAN HEERDEN,
Execution Debtor**

In pursuance of judgment granted on 23rd day of June 2003, in the Middelburg Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23rd day of January 2004 at 09:00 am, at Magistrate's Court, Middelburg, to the highest bidder:

Description: Stand 195, Laersdrift Township, Stand Number 51-00195-00-00, Registration Section J.S. of Mpumalanga, in extent 0 (nil).

Street address: Stand 195, Laersdrift.

Improvements: Empty stand.

Held by the Execution Debtor in his/her/its name under Deed of Transfer.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Execution Creditor or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Groblersdal this 29 October 2003.

P du Plessis, Execution Creditor's Attorneys, Du Plessis & Van Rooyen, 28A Hereford Street, Groblersdal; P O Box 1042, Groblersdal. Tel. (013) 262-4077, Fax (013) 262-3845; Docex 2: Groblersdal.

Service address: Munisipaliteit, p/a Jan van Riebeeckstraat 207, Middelburg. Ref: GRO1/0149/CV.

Address of Execution Debtor: Mnr. J.L. van Heerden of Laersdrift 195, Laersdrift.

Case No. 3670/2003

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

In the matter between GROTER GROBLERSDAL MUNISIPALITEIT, Execution Creditor, and B.S. GROBLER, Execution Debtor

In pursuance of judgment granted on 23rd day of June 2003, in the Middelburg Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23rd day of January 2004 at 09:00 am, at Magistrate's Court, Middelburg, to the highest bidder:

Description: Stand 183, Laersdrift Township, Stand Number 51-001836-00-00, Registration Section of Mpumalanga, in extent 0 (nil).

Street address: Stand 183, Laersdrift.

Improvements: Empty stand.

Held by the Execution Debtor in his/her/its name under Deed of Transfer.

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

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

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

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

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

Dated at Groblersdal this 29 October 2003.

P du Plessis, Execution Creditor's Attorneys, Du Plessis & Van Rooyen, 28A Hereford Street, Groblersdal; P O Box 1042, Groblersdal. Tel. (013) 262-4077, Fax (013) 262-3845; Docex 2: Groblersdal.

Service address: Munisipaliteit, p/a Jan van Riebeeckstraat 207, Middelburg. Ref: GRO1/0024/CV.

Address of Execution Debtor: Mnr. B.S. Grobler of Laersdrift 183, Laersdrift.

Case No. 3758/2003

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

In the matter between GROTER GROBLERSDAL MUNISIPALITEIT, Execution Creditor, and OLGA NEL, Execution Debtor

In pursuance of judgment granted on 20th day of June 2003, in the Middelburg Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23rd day of January 2004 at 09:00 am, at Magistrate's Court, Middelburg, to the highest bidder:

Description: Stand 186, Laersdrift Township, Stand Number 51-00186-00-00, Registration Section J.S. of Mpumalanga, in extent 0 (nil).

Street address: Stand 186, Laersdrift.

Improvements: Empty stand.

Held by the Execution Debtor in his/her/its name under Deed of Transfer.

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

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

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

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

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

Dated at Groblersdal this 29 October 2003.

P du Plessis, Execution Creditor's Attorneys, Du Plessis & Van Rooyen, 28A Hereford Street, Groblersdal; P O Box 1042, Groblersdal. Tel. (013) 262-4077, Fax (013) 262-3845; Docex 2: Groblersdal.

Service address: Munisipaliteit, p/a Jan van Riebeeckstraat 207, Middelburg. Ref: GRO1/0101/CV.

Address of Execution Debtor: Me Olga Nel of Laersdrift 186, Laersdrift.

Case No. 3675/03

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

**In the matter between: GROTER GROBLERSDAL MUNISIPALITEIT, Execution Creditor, and
KOLRAAK BELEGGINGS BK, Execution Debtor**

In pursuance of judgment granted on 23rd day of June 2003, in the Middelburg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 24th day of January 2004 at 09:00 am at Magistrate's Court, Middelburg, to the highest bidder:

Description: Stand 118, Laersdrift Township, Stand No. 51-00118-00-00, Registration Section JS, of Mpumalanga, in extent 0 (nil).

Street address: Stand 118, Laersdrift.

Improvements: Empty stand.

Held by the Execution Debtor in his/her/its name under Deed of Transfer.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Execution Creditor or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Groblersdal this 29 October 2003.

C L van Rooyen/P du Plessis, Execution Creditor's Attorneys, Du Plessis & Van Rooyen, 28A Hereford Street, Groblersdal; PO Box 1042, Groblersdal. Tel. (013) 262-4077, Fax (013) 262-3845. Docex 2, Groblersdal. Service address: Munisipaliteit, p/a Jan van Riebeeckstraat 207, Middelburg. Ref: GRO1/0030/CV.

Address of Execution Debtor: Kolraak Beleggings BK of Laersdrift 118, Laersdrift.

Case No. 3666/2003

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

**In the matter between: GROTER GROBLERSDAL MUNISIPALITEIT, Execution Creditor, and
C EVERSON, Execution Debtor**

In pursuance of judgment granted on 19th day of June 2003, in the Middelburg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 23rd day of January 2004 at 09:00 am at Magistrate's Court, Middelburg, to the highest bidder:

Description: Stand 147, Laersdrift Township, Stand No. 51-00147-00-00, Registration Section JS, of Mpumalanga, in extent 0 (nil).

Street address: Stand 147, Laersdrift Township.

Improvements: Empty stand.

Held by the Execution Debtor in his/her/its name under Deed of Transfer.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Execution Creditor or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Middelburg this 27 October 2003.

P du Plessis, Execution Creditor's Attorneys, Du Plessis & Van Rooyen, 28A Hereford Street, Groblersdal; PO Box 1042, Groblersdal. Tel. (013) 262-4077, Fax (013) 262-3845. Docex 2, Groblersdal. Service address: Munisipaliteit, p/a Jan van Riebeeckstraat 207, Middelburg. Ref: GRO1/0019/CV.

Address of Execution Debtor: Mnr C Everson of Standplaas 147, Laersdrift.

Case No. 3716/2003

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

**In the matter between: GROTER GROBLERSDAL MUNISIPALITEIT, Execution Creditor, and
ROOSSENEKAL TRADING CO, Execution Debtor**

In pursuance of judgment granted on 20th day of June 2003, in the Middelburg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 23rd day of January 2004 at 09:00 am at Magistrate's Court, Middelburg, to the highest bidder:

Description: Von Wielligh Street 134, Roossenekal Township, Stand Number 50-00134-00-00-00-00, Registration Section JS, of Mpumalanga, in extent 0 (nil).

Street address: Von Wielligh Street 134, Roossenekal.

Improvements: Empty stand.

Held by the Execution Debtor in his/her/its name under Deed of Transfer.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Execution Creditor or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Groblersdal this 29 October 2003.

P du Plessis, Execution Creditor's Attorneys, Du Plessis & Van Rooyen, 28A Hereford Street, Groblersdal; PO Box 1042, Groblersdal. Tel. (013) 262-4077, Fax (013) 262-3845. Docex 2, Groblersdal. Service address: Munisipaliteit, p/a Jan van Riebeeckstraat 207, Middelburg. Ref: GRO1/0109/CV.

Address of Execution Debtor: Roossenekal Trading Co of Von Wiellighstraat 134, Roossenekal.

Case No. 3761/2003

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

**In the matter between: GROTER GROBLERSDAL MUNISIPALITEIT, Execution Creditor, and
DIE EKSEKUTEUR BOEDEL WYLE OOSTHUIZEN, Execution Debtor**

In pursuance of judgment granted on 20th day of June 2003, in the Middelburg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 23rd day of January 2004 at 09:00 am at Magistrate's Court, Middelburg, to the highest bidder:

Description: 31 Pieterse Street, Roossenekal Township, Stand Number 50-00031-00-00-00-00, Registration Section JS, van Mpumalanga, in extent 0 (nil).

Street address: 31 Pieterse Street.

Improvements: Empty stand.

Held by the Execution Debtor in his/her/its name under Deed of Transfer.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Execution Creditor or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Groblersdal this 29 October 2003.

P du Plessis, Execution Creditor's Attorneys, Du Plessis & Van Rooyen, 28A Hereford Street, Groblersdal; PO Box 1042, Groblersdal. Tel. (013) 262-4077, Fax (013) 262-3845. Docex 2, Groblersdal. Service address: Munisipaliteit, p/a Jan van Riebeeckstraat 207, Middelburg. Ref: GRO1/0105/CV.

Address of Execution Debtor: Oosthuizen Boedel of Pieterse Straat 31, Roossenekal.

Case No. 3660/2003

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

**In the matter between: GROTER GROBLERSDAL MUNISIPALITEIT, Execution Creditor, and
G. J. CALITZ, Execution Debtor**

In pursuance of judgment granted on 23rd day of June 2003, in the Middelburg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 23rd day of January 2004 at 09:00 am at Magistrate's Court, Middelburg, to the highest bidder:

Description: Stand 138, Laersdrift Township, Stand Number 51-01138-00-00-, Registration Section JS, van Mpumalanga, in extent 0 (nil).

Street address: Stand 138, Laersdrift Township.

Improvements: Empty stand.

Held by the Execution Debtor in his/her/its name under Deed of Transfer.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Execution Creditor or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Middelburg this 27 October 2003.

P du Plessis, Execution Creditor's Attorneys, Du Plessis & Van Rooyen, 28A Hereford Street, Groblersdal; PO Box 1042, Groblersdal. Tel. (013) 262-4077, Fax (013) 262-3845. Docex 2, Groblersdal. Service address: Munisipaliteit, p/a Jan van Riebeeckstraat 207, Middelburg. Ref: GRO1/0010/CV.

Address of Execution Debtor: Mnr G. J. Calitz of Laersdrift 119, Middelburg.

Case No. 3653/2003

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

**In the matter between: GROTER GROBLERSDAL MUNISIPALITEIT, Execution Creditor, and
M. S. BROZIN, Execution Debtor**

In pursuance of judgment granted on 16th day of June 2003, in the Middelburg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 23rd day of January 2004 at 09:00 am at Magistrate's Court, Middelburg, to the highest bidder:

Description: 26 Albertse Street, Roosenekal Township, Stand Number 50-00026-00-00-00-00, Registration Section JS of Mpumalanga, in extent 0 (nil).

Street address: 26 Albertse Street.

Improvements: Empty stand.

Held by the Execution Debtor in his/her/its name under Deed of Transfer.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Execution Creditor or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Middelburg this 29 October 2003.

P du Plessis, Execution Creditor's Attorneys, Du Plessis & Van Rooyen, 28A Hereford Street, Groblersdal; PO Box 1042, Groblersdal. Tel. (013) 262-4077, Fax (013) 262-3845. Docex 2, Groblersdal. Service address: Munisipaliteit, p/a Jan van Riebeeckstraat 207, Middelburg. Ref: GRO1/0172/MB.

Address of Execution Debtor: Mnr M. S. Brozin of 26 Albertse Straat, Roosenekal.

Case No. 2572/03

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

**In the matter between: GROTER GROBLERSDAL MUNISIPALITEIT, Execution Creditor, and
MOHAMED ZUREIDA INV. CO, Execution Debtor**

In pursuance of judgment granted on 20th day of June 2003, in the Middelburg Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23rd day of January 2004 at 9:00 am at Magistrate Court, Middelburg, to the highest bidder:

Description: Stand 134, Laersdrift Township, Stand No. 51-0092-7, Registration Section J.S. of Mpumalanga, in extent 0 (nil).

Street address: Stand 134, Laersdrift Township.

Improvements: Empty stand.

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

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

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

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

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Posbus 99, Middelburg.

Dated at Groblersdal this 27 October 2003.

CL van Rooyen/P du Plessis, for Du Plessis & Van Rooyen, Execution Creditor's Attorneys, 28A Hereford Street, Groblersdal; PO Box 1042, Groblersdal. [Tel: (013) 262-4077.] [Fax: (013) 262-3845.] Docex 2, Groblersdal.

Service address: Munisipaliteit, p/a Jan van Riebeeckstraat 207, Middelburg. (Ref: GRO1/0038/CV.)

Address of Execution Debtor: Mohamed Zureida Inv. Co of Laersdrift 134, Laersdrift.

NORTHERN CAPE NOORD-KAAP

Saak No. 216/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN NAMAKWALAND GEHOU TE SPRINGBOK

**In die saak tussen: RICHTERSVELD MUNISIPALITEIT, Eksekusieskuldeiser, en
CHRISTINA GLAUDINA LUUS, Eksekusieskuldenaar**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 30 Januarie 2002, sal die eiendom hierna vermeld geregteelik verkoop word op Dinsdag, 23 Desember 2003 om 10h00 op die perseel van die woning Kusweg 74, Port Nolloth, aan die hoogste bieder en onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaaers/balju uitgelees sal word ten tye van die veiling en welke voorwaardes vir die verkoping verkry kan word by die kantoor van die Balju en die kantore van Schreuders Prokureurs, Springbok.

Sekere: Erf 74 en Erf 75, Port Nolloth, geleë te Kusweg 74, Port Nolloth, Richtersveld Munisipaliteit, Registrasie Afdeling Namakwaland, provinsie Noord-Kaap, groot 357 m² gehou kragtens Transportakte T93082/1999, ook bekend as woonhuis.

Verkoopsvoorwaardes:

(a) Die verkoping sal voetstoots geskied onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe en die Reëls daaronder uitgevaardig asook onderworpe aan die voorwaardes van die titelakte waaronder die eiendom gehou word.

(b) 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 balanskoopprys is betaalbaar teen registrasie van transport in die naam van die koper tesame met rente op die balanskoopprys teen 15,5% per jaar maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit. Die koper moet voorts binne veertien (14) dae na die verkoping die Eiser se prokureurs van 'n bankwaarborg voorsien vir die behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes en wel tot tevredenheid van die Eiser se prokureurs.

(c) Die volledige veilingvoorwaardes sal onmiddellik voor die veiling uitgelees word en lê ter insae in die kantoor van die Balju, Springbok, en in die kantoor van Schreuders Prokureurs, Anico Gebou, Voortrekkerstraat, Springbok.

Geteken te Springbok op die 20ste dag van November 2003.

A Huisamen, Schreuders, Anicogebou, Voortrekkerstraat, Springbok, 8240.

NORTHERN PROVINCE NOORDELIKE PROVINSIE

Case No. 705/01

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

**In the matter between FIRST NATIONAL BANK, a division of FIRSTRAND BANK, Plaintiff, and
Mrs G T MASHABA, v/a HI-HLUVIKELE VATSONGA RESTUARANT, Defendant**

In compliance with the Magistrate's Court judgment and the warrant of execution dated 14th day of May 2003 served on 11th day of June 2003, the undermentioned immovable property will be sold in execution by the Sheriff on the 11th day of December 2003 at 13h00 in front of the Magistrate Court, Malamulele, to the highest bidder:

Right, title and interest in and to: Residential Site No. B368, Malamulele, held by the Deed of Grant 624/90.

The property consist of Shop consisting of 4 rooms under a zink roof.

The conditions of sale are open for inspection at the offices of the Sheriff, Giyani, during office hours.

Main terms of sale:

1. Property is sold voetstoots.
2. 10% of the purchase price is payable in cash on the date of sale.
3. The balance of the purchase price to be secured by an acceptable bank or building society guarantee within 30 (thirty) days.
4. Occupation and risk of profit and loss pass to purchaser immediately.
5. The Sheriff's Auctioneer's charges are payable in cash by the purchaser on date of sale.

Signed at Giyani on this 6th day of November 2003.

Booyens Du Preez & Boshoff, Plaintiff's Attorneys, Room 228, NPDC Building, Main Road, next to Government Buildings, Giyani; PO Box 4191, Giyani, 0826. (Ref: D Boshoff/bv/F140.)

NORTH WEST NOORDWES

Case No. 2003/2070

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 execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at No. 202 Kingfisher Drive, Pecanwood Estate, Hartbeespoort, on 15 December 2003 at 11h00, of the undermentioned property of the Fifth and Sixth Defendants on the Conditions to be read by the Auctioneer at the time of the sale, which Conditions will lie open for inspection prior to the sale at the offices of the Sheriff, Brits, 9 Smuts Street, Brits:

Description: Erf 202, Pecanwood Extension 4 Township, Brits, Registration Division J.Q., the Province of the Northwest, measuring 520 (five hundred and twenty) square metres, held under Deed of Transfer No. 941462/1997.

Situated at: 202 Kingfisher Drive, Pecanwood Estate, Hartbeespoort.

Improvements: The following information is furnished regarding the improvements, though in this respect, nothing is guaranteed: A single storey dwelling with a good locality within the upmarket estate of Pecanwood Extension 4 Hartbeespoort. The dwelling overlooks a golf course and island lake. The main building has an east facing view, measures 260 square metres and consists of 5 bedrooms, 3 reception areas, 3 bathrooms, 1 kitchen and 1 scullery. The outbuilding consists of double garages.

Terms: 10% (ten percent) 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 percent on the proceeds of the sale up to a price of R30 000,00 and thereafter 3 percent up to a maximum fee of R7 000,00 in total and a minimum charge 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.

Signed at Johannesburg on 14 November 2003.

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

Case No. 2003/2070

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 execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at Section No. 37 as shown and more fully described on Sectional Plan No. 692/2000 in the scheme known as Pecanwood boathouses B C in respect of the land and buildings or buildings situate at Pecanwood Extension 13 Township, Hartbeespoort, on 15 December 2003 at 11h00, of the undermentioned property of the Fourth Defendant on the Conditions to be read by the Auctioneer at the time of the sale, which Conditions will lie open for inspection prior to the sale at the offices of the Sheriff, Brits, 9 Smuts Street, Brits:

Description: Section No. 37, as shown and more fully described on Sectional Plan No. 692/2000 in the scheme known as Pecanwood boathouses B C, in respect of the land and buildings or buildings situate at Pecanwood Extension 13 Township, Madibeng Local Municipality of which section the floor area according to the sectional plan is 33 square metres in extent and in an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer No. ST.96613/2000.

Situated at: 202 Kingfisher Drive, Pecanwood Estate, Hartbeespoort.

Improvements: Nothing in this respect is guaranteed in respect of the boathouses B C.

Terms: 10% (Ten Percent) 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 percent on the proceeds of the sale up to a price of R30 000,00 and thereafter 3 percent up to a maximum fee of R7 000,00 in total and a minimum charge 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.

Signed at Johannesburg on November 2003.

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

Saak Nr: 10400/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WONDERBOOM GEHOU TE PRETORIA-NOORD

**In die saak tussen: FIRST NATIONAL BANK OF SA LTD, Eiser, en Mev. M E HLAHLA,
h/a PATTY'S BRIDAL BOUTIQUE, Verweerder**

Geliewe kennis te neem dat in opvolging van 'n Vonnis in bogemelde aksie toegestaan op 24 Januarie 2000, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder deur die Balju in Eksekusie verkoop word op 19 Desember 2003 om 11h00:

Erf 643, geleë in die dorpsgebied van Kudube, Eenheid D, Registrasie Afdeling JR, Noordwes, grootte 600 vierkante meter, gehou kragtens Akte van Transport TG48551/1997BP. (Die eiendom is ook beter bekend as Staanplek 643, Kudube-D).

Plek van verkoping: Die verkoping sal plaasvind te die Landdroshof, Temba.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis, bestaande uit kombuis, eetkamer, 3 slaapkamers, badkamer en toilet.

Zonering: Residensieel.

Voorwaardes: Die Verkoopsvoorwaardes lê ter insae by bogemelde adres waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 27ste dag van November 2003.

(Get) Mnr G. van den Burg, Rorich Wolmarans & Luderitz Ing, Blok C, Equity Park, Brooklynweg 257, Brooklyn, Pretoria.
Verw: Mnr. VD Burg/avdp/F.5185/B1. Tel: 325-3933.

Saaknommer: 14783/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen: PRECOR CONSTRUCTION TRUST, Eksekusieskuldeiser, en DVB BEHUISING (EDMS) BPK, Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan op 23 Oktober 2000 en die daaropvolgende lasbrief vir eksekusie, gedateer 31 Oktober 2002, sal die balju van die landdroshof die onderstaande eiendom op 16 Januarie 2004 om 11h00, te Rustenburg Landdroshof, verkoop aan die hoogste bieder vir kontant, naamlik:

Gedeelte 11 ('n Gedeelte van Gedeelte 8) van Erf 480, geleë in die dorpsgebied Rustenburg, Registrasie Afdeling: JQ.

Groot: 600 m², gehou kragtens Akte van Transport T41475/1999.

Die straatadres van die eiendom is: Byronstraat 43B.

Die vernaamste verkoopvoorwaardes is die volgende:

1. Die eiendom sal per openbare veiling aan die hoogste bieder verkoop word, sonder enige reserwe.
2. Onmiddellik na die verkoping moet die koper die verkoopvoorwaardes onderteken wat by die kantoor van die balju van die landdroshof, Rustenburg, ter insae lê.
3. Die koper moet alle bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende oordragkoste, hereregte en munisipale belasting.
4. By die ondertekening van die verkoopvoorwaardes moet die koper 'n deposito ten bedrae van 10% (tien persent) van die koopprys in kontant aan die balju betaal, terwyl hy die betaling van die balans van die koopprys moet verseker deur die lewering van 'n aanvaarbare bankwaarborg binne een en twintig dae na die datum van die verkoping.
5. Die koper moet ook onmiddellik na afloop van die veiling afslaerskommissie ten bedrae van 4% (vier persent) van die koopprys aan die balju betaal.

Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die balju van die landdroshof te Rustenburg.

Gedateer te Rustenburg op hede 25ste dag van November 2003.

Prokureur vir Eksekusieskuldeiser, Paul du Plessis Prokureurs, p/a Grobler Levin & Soonius Ing, GLS Law Chambers, h/v Boom- & Pretoriusstrate, Rustenburg, 0299. Verw: Mev Cronjè/RJ/P005.

**WESTERN CAPE
WES-KAAP**

Case No: 28008/03

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

In the matter between: FIRSTRAND BANK LIMITED, Plaintiff, and PATRICK JEROME BARENDSE, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 17th of October 2003, the under-mentioned property will be sold in execution at 10h00 on Monday, the 22nd day of December 2003, at the premises:

(a) Section No. 36, as shown and more fully described on Sectional Plan No. SS166/1990, in the scheme known as Serengeti, in respect of the land and building or buildings situate at Mowbray, situate in the City of Cape Town, of which section the floor area, according to the said Sectional Plan, is 64 (sixty four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan.

Held under Deed of Transfer No. ST8014/2003, consisting of a third floor brick and mortar flat consisting of 1 bedroom, bathroom & toilet, living room & kitchen; and known as B 304 Serengeti, cnr of Long & Coetzee Streets, Mowbray, Cape Town.

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 20th day of November 2003.

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

Saak No.: 881/03

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNGERG

In die saak tussen ABSA BANK BEPERK, Eiser, en FATIMA HATTAS, Verweerder

In die gemelde saak sal 'n veiling gehou word op 18 Desember 2003 om 12h00 te Tweedelaan 11, Schaapkraal, in die Stad Kaapstad, Divisie Kaap, Provinsie van die Wes-Kaap.

Groot: 496 vierkante meter.

Gehou deur die Verweerder kragtens, Transportakte Nr. T30644/2001.

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

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

2.1 Die verkoping voetstoots is aan die hoogste bieder;

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

Gedateer te Kaapstad hierdie 5 November 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/edlg/Z11613.

Case No: 17202/2003

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

In the matter between: GBS MUTUAL BANK, Plaintiff, and MICHAEL ROBIN SOUTHEY, Defendant

In pursuance of a judgment of the Court of the Magistrate for the District of Wynberg dated 13 October 2003, and Writ of Execution dated 13 October 2003, the following will be sold in execution at 10h00 on 17 December 2003, at the site, being:

Erf 53314, Cape Town, at Claremont, in the City of Cape Town, Cape Division, Western Cape Province.

In extent: 277 square metres.

Also known as 13 Durham Street, Claremont.

The following improvements are reported to the property but not guaranteed: A single dwelling built of bricks under a tiled roof with steel window frames, consisting of tiled passage, carpeted lounge, tiled kitchen with built-in cupboards, carpeted main bedroom with built-in cupboards, 2nd bedroom, carpeted with built-in cupboards, tiled bathroom with bath, basin and toilet.

Conditions of sale:

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

2. Payment:

2.1 10% (ten per centum) of the purchase price shall be paid in cash by means of a bank or building society guaranteed cheque to the Sheriff of the court or the Auctioneer upon signature of the conditions of sale, or otherwise as the Sheriff of the Court or the Auctioneer may arrange.

2.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

2.3 Interest shall be paid on—

2.3.1 the amount of the Plaintiff's claim at the rate of 17,5% for each month or part thereof from the date of sale to date of registration of transfer;

2.3.2 interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

2.4 All the amounts mentioned in paragraphs 2.2 and 2.3 above are to be secured by the purchaser by an approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the date of the sale to the Execution Creditor's conveyancers.

3. *Full conditions of Sale:* The full conditions of sale which will be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or the auctioneer's office.

Dated at Cape Town this 11th day of November 2003.

Webber Wentzel Bowens, 13th Floor, Picbel Parkade, Strand Street, Cape Town.

Case No. 8001/03

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

In the matter between: SAAMBOU BANK LIMITED, Plaintiff, and ROBERT ARENDSE, First Defendant, and CATHRINE LOUISE ARENDSE, Second Defendant

In execution of the judgment of the High Court, granted on the 27 October 2003, the under-mentioned property will be sold in execution at 10h00 on Monday, the 15th of December 2003 at the premises to the highest bidder:

Erf 9673, Paarl, situate in the Municipal Area of Paarl, Paarl Division, Province Western Cape, measuring 510 square metres and held by Deed of Transfer No. T37668/1991 and known as 10 Jacaranda Avenue, New Orleans, Paarl.

The following improvements to the property are reported, but no representations or warranties as to the correctness thereof are given in respect thereof.

Property description: Brick building under an asbestos roof consisting of 2 x bedrooms, lounge, kitchen and bathroom & toilet.

1. The sale is subject to the terms and conditions hereunder and the property being sold is voetstoots and as it stands and subject to the conditions of the existing Title Deed. The highest bidder shall be the purchaser.

2. One-tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and secured within fourteen (14) days after the said date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the High Court.

Dated at Parow this 7th day of November 2003.

Cohen Shevel & Fourie, Per T. O. Price, Plaintiff's Attorneys, 154 Voortrekker Road, Parow. Ref. T O Price/F.16786.

Saak Nr. 5180/03

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GOODWOOD GEHOU TE GOODWOOD

In die saak tussen: GODFREY KILLIAN, Eksekusieskuldeiser, en E M JOHNS, Eksekusieskuldenaar

Ten uitvoering van 'n uitspraak in die Landdroshof, Goodwood, word 'n veiling op 18 Desember 2003 om 10:00 te Goodwood Hof, Voortrekkerweg, Goodwood, gehou en aan die hoogste bieder verkoop:

Erf 15955, Goodwood, groot vierhonderd twee en sewentig vierkante meter, geleë te 20ste Laan No. 4, Elsiesrivier, in die Stad Tygerberg, Afdeling Kaap, Provinsie Wes-Kaap.

Eiendomsbeskrywing: 'n Residensiële asbesdakhuis met baksteenmure bestaande uit 3 slaapkamers, 1 sitkamer, 1 kombuis, 1 badkamer, 1 aparte toilet, 1 bediende kwartiere, gehou ingevolge Titeltakte No. T59613/1991.

1. Die veiling is onderworpe aan die bepalinge en voorwaardes hieronder, die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande Titeltakte. Die hoogste bieder sal die koper wees.

2. Een tiende ($\frac{1}{10}$) van die koopprijs is kontant of per bankgewaarmerkte tjek onmiddellik na die toeslaan van die bod betaalbaar en die res van die koopprijs, met rente daarop teen die heersende bouverenigingskoers is teen registrasie van oordrag betaalbaar en moet binne veertien (14) dae na die veilingsdatum deur 'n bank- of bouverenigingwaarborg gesekureer word. En onderworpe aan verdere voorwaardes wat ten tye van die veiling voorgelees sal word en wat ter insae lê in die kantoor van die Balju, Landdroshof Goodwood.

Gedateer te Parow hierdie 12de dag van November 2003.

Swart & Nel Prokureurs, per G J Swart, McIntyrestraat 54, Parow, 7500; Posbus 737, Parow, 7499.

Case No. 7294/03

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 MARIA ABRAHAMS N.O., 1st Judgment Debtor, ALEXANDER ABRAHAMS N.O., 2nd Judgment Debtor, GIDEON JOHANNES JACOBUS THERON N.O., 3rd Judgment Debtor, and JOHAN LOURENCE ABRAHAMS, 4th Judgment Debtor

In execution of the Judgment of the above Honourable Court dated 10th October 2003, a sale in execution will be held on Friday, 12th December 2003 at 11h00 at the site, 3 Tom Street, Mabilie Park, Kuils River, where the following property will be sold by the Sheriff of the High Court, Kuils River, to the highest bidder:

Erf 5871, Kuils River, in the Oostenberg Municipality, Cape Division, Province of the Western Cape, in extent 496 (four hundred and ninety six) square metres, held under Deed of Transfer No. T51572/1999, also known as 3 Tom Street, Mabilie Park, Kuils River.

No guarantee is given, but according to information, the property consists of: Building consisting of 2 living rooms, 3 bedrooms, 3 bathrooms, 2 garages, outside bathroom, maids room and carport.

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 4th day of November 2003.

Balsillies Incorporated, Judgment Creditor's Attorneys, per M Mynhardt-Wilson, 3rd Floor, Wale Street Chambers, 33 Church Street, Cape Town. Tel. (021) 423-2120. Fax (021) 426-1580. (Ref: MMw/vw/TV1207.)

Saak No. 5043/03

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Provinsiale Afdeling Kaap die Goeie Hoop)

**In die saak tussen: TOBIAS JOHN LOUW N.O., Eiser, en BAZIL PETERSEN, Eerste Verweerder, en
CECILIA ELIZABETH PETERSEN, Tweede Verweerder**

Geliewe kennis te neem dat die onderstaande eiendom op Donderdag, 18 Desember 2003 om 10:00 te die Landdroshof Wynberg, hoek van Kerk- en Stasieweg, Wynberg, te koop aangebied sal word:

Erf 150262, Kaapstad, te Athlone, geleë in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 289 (tweehonderd nege en tagtig) vierkante meter, gehou kragtens Transportakte Nr. T49979/1994, met straatadres te Thameslaan 43, Manenberg, 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.

Alhoewel geen waarborge gegee word nie, word die volgende inligting verskaf: Die eiendom is verbeter en kan beskryf word as 'n baksteengebou met teel dak, bestaande uit 1 sitkamer, 1 kombuis, 1 badkamer en 2 slaapkamers.

Die eiendom kan geïnspekteer word in oorleg met die Balju van die Hooggeregshof, Wynberg-Oos, te Claudeweg 8, Athlone Industrial 1 [Tel. (021) 637-2300].

Die koopprijs sal betaal word by wyse van 'n deposito van 10% (tien persent) daarvan in kontant ten tyde van die verkoping en die volle saldo daarvan is teen registrasie van oordrag betaalbaar.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer/Balju, van die Hooggeregshof, Wynberg-Oos te Claudeweg 8, Athlone Industria 1 [Tel. (021) 637-2300] en by die kantore van Van der Spuy & Vennote, 3de Vloer, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. Die aanwysings om by die perseel waarop die verkoping gaan plaasvind uit te kom, is verkrygbaar vanaf die Balju by bogemelde telefoonnommer.

Gedateer te Bellville op hierdie 11de dag van November 2003.

Van der Spuy & Vennote, Prokureurs vir Vonnisskuldeiser, Laer Burgstraat 18, 3de Vloer, Boland Bankgebou, Kaapstad. Verw. N Smith/lr/T1210.

Case No. 26049/02

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

**In the matter between: ABSA BANK LIMITED, HEERENGRACHT, Plaintiff, and
PASTELRICHE INVESTMENTS (PTY) LTD, Defendant**

The following property will be sold in execution at the site being 6A Roberts Road, Woodstock, on the 19 December 2003 at 10h00, to the highest bidder:

Erf (Remainder) 13393, Woodstock, measuring two hundred and twenty nine square metres, situate at 6A Roberts Road, Woodstock, 8001, held by Title Deed T110089/97, property description a Residential dwelling comprising of an entrance hall, 3 bedrooms, lounge, diningroom, kitchen, bathroom, store room and separate water closet.

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 16,0% 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.

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

3. **Conditions:** The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff, Cape Town.

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. Tel. 418-2020. Ref. COL/BBS/Z06634.

Case No. 19621/03

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

**In the matter between: ABSA BANK LIMITED, CLAREMONT, Plaintiff, and
NOMONDE VERONICA NDLANGISA, Defendant**

The following property will be sold in execution at the Wynberg Magistrate's Court House, on the 17 December 2003 at 14h00, to the highest bidder:

Section 16, in the scheme known as Sussex Heights as described on Sectional Plan No. SS159/90, measuring fifty one square metres, situate at 16 Sussex Heights, Sussex Road, Wynberg, 7800, held by Title Deed ST24720/97.

Property description: A flatlet built of bricks under a tiled roof with steel window frames consisting of a carpeted passage, carpeted lounge, tiled kitchen with built-in cupboards, carpeted main bedroom with built-in cupboards, 2nd bedroom carpeted with built in cupboards, tiled bathroom with bath & basin, separate 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 15,5% 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.

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. 418-2020. Ref. COL/BBS/Z06991.

Case No. 5981/03

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 XOLIZEW ALFRED DABA, Judgment Debtor**

In execution of the judgment of the above Honourable Court dated 24th October 2003, a sale in execution will be held on Friday, 12th December 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 1190, Kleinvlei, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 630 (six hundred and thirty) square metres, held under Deed of Transfer No. T35592/01, also known as 46 Hermes Street, Kleinvlei.

No guarantee is given, but according to information, the property consists of: Building consisting of 2 living rooms, 3 bedrooms and 1 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 10th day of November 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/TV1071.)

Case No. 12615/03

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and DJ WEIMERS, 1st Defendant, and
GC WEIMERS, 2nd Defendant**

The following property will be sold in execution at the Kuils River Sheriff's Office, 16 Industrie Road, Kuils River, on the 12th of December 2003 at 09h00, to the highest bidder:

Erf 4276, Kraaifontein, in the Oostenberg Municipality, Paarl Division, Western Cape Province, in extent 496 (four hundred and ninety six) square metres, held under Deed of Transfer No. T36035/1974.

Street address: 11 Kotze Street, Scottsville, Kraaifontein.

1. The following improvements are reported, but not guaranteed: House, asbestos roof, brick walls, lounge, diningroom, kitchen, 4 bedrooms, bathroom with toilet, single garage & storage room, 1 x en-suite.

2. **Payment:** 10% of the purchase price must be paid in cash or bank-guaranteed cheque at the time of the sale, and the balance (plus interest at 12,1% per annum calculated on the Plaintiff's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within fourteen (14) days of the sale.

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

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

Dated at Cape Town on this 10th day of November 2003.

H Ferreira, De Klerk & Van Gend, Plaintiff's Attorneys, ABSA Bank Building, 132 Adderley Street, Cape Town. Ref: HF/cs/F408.

Case No. 4604/03

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

In the matter between NEDBANK LIMITED, Plaintiff, and PATRICIA JANE CLARKE, 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 2C Reeds Way, Cairnside, Glen Cairn, Simonstown, on the 17th day of December 2003 at 10:00 am, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff of the High Court:

Erf 3372, Simonstown, in extent 921 square metres, held under Deed of Transfer T1318/1992, and situate at 2C Reeds Way, Cairnside, Glencairn, Simonstown.

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

Terms:

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

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

Matz Watermeyer, Plaintiff's Attorneys, 5th Floor, Fedsure Terrace, Protea Road, Claremont; P O Box 23304, Claremont, 7735; Docex 1, Claremont. Tel: 674-3175. Fax: 674-4694. Ref. M T Schäfer/ts/Z07433.

Case No. 5672/2003

THE CAPE OF GOOD HOPE PROVINCIAL DIVISION OF THE HIGH COURT OF SOUTH AFRICA

In the matter between BUSINESS PARTNERS LIMITED, Plaintiff, and JACOBUS PETRUS PRINSLOO, First Defendant, and CAROLINE CHARMAINE PRINSLOO, Second Defendant

Take notice that in execution of a judgment of the above Honourable Court granted on 4 September 2003, a sale will be held at 12h00 at the premises situate at 42 Duiker Street, Pinelands, Western Cape, on Thursday, the 18th day of December 2003, of the undermentioned property of the First and Second Defendants' on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 5 Epping Avenue, Elsies River.

Take further notice that the property to be sold is: Erf 3693, Pinelands, situate in the City of Cape Town, Cape Division, Western Cape Province.

The property consists of: Tiled roof, plastered walls, 1 lounge, 1 diningroom, 1 TV room, 1 kitchen, 3 bedrooms, 2 bathrooms, 1 garage, 1 swimming pool, in extent 365 (three hundred and sixty five) square metres.

Dated at Cape Town this 18th day of November 2003.

M. Zumpt, Kritzinger & Co, Attorneys for Plaintiff, 5th Floor, Wale Street Chambers, 33 Church Street, Cape Town. (Ref: Z. Ramjan/th/B151.)

Case No. 5672/2003

THE CAPE OF GOOD HOPE PROVINCIAL DIVISION OF THE HIGH COURT OF SOUTH AFRICA

In the matter between BUSINESS PARTNERS LIMITED, Plaintiff, and JACOBUS PETRUS PRINSLOO, First Defendant, and CAROLINE CHARMAINE PRINSLOO, Second Defendant

Take notice that in execution of a judgment of the above Honourable Court granted on 4 September 2003, a sale will be held at 12h00 at the premises situate at 42 Duiker Street, Pinelands, Western Cape, on Thursday, the 18th day of December 2003, of the undermentioned property of the First and Second Defendants' on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 5 Epping Avenue, Elsies River.

Take further notice that the property to be sold is: Erf 3693, Pinelands, situate in the City of Cape Town, Cape Division, Western Cape Province.

The property consists of: Tiled roof, plastered walls, 1 lounge, 1 diningroom, 1 TV room, 1 kitchen, 3 bedrooms, 2 bathrooms, 1 garage, 1 swimming pool, in extent 365 (three hundred and sixty five) square metres.

Dated at Cape Town this 18th day of November 2003.

M. Zumpt, Kritzinger & Co, Attorneys for Plaintiff, 5th Floor, Wale Street Chambers, 33 Church Street, Cape Town. (Ref: Z. Ramjan/th/B151.)

Case No. 8307/02

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

FIRSTRAND BANK LIMITED versus Mrs NONYAMEKO NDIKANDIKA

The following property will be sold in execution at the Mitchells Plain Magistrate's Court on Thursday, 18 December 2003 at 10h00, to the highest bidder:

Erf 39977, Khayelitsha, in extent 204 square metres, held by Deed of Transfer T33139/1998, situate at 51 Hleala Street, T3V4, Khayelitsha.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, diningroom, kitchen, three bedrooms, bathroom and toilet.

2. *Payment*: Ten per centum of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof against registration of transfer together with interest at the rate of 20% per annum or the prevailing rate, on the full purchase price, calculated and capitalized monthly from date of sale to date of transfer and shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

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

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff, Khayelitsha.

Dated at Cape Town on 12 November 2003.

Cliffe Dekker Inc., Plaintiff's Attorney, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town; PO Box 695, Cape Town, 8000. [Tel: (021) 481-6469.] [Fax: (021) 481-6547.] (Ref: COLL/Mrs C Smith/248331.)

Saak No. 2/03

IN DIE LANDDROSHOF VIR DIE DISTRIK RIVERSDAL GEHOU TE ALBERTINIA

In die saak tussen: DAWID MOURIES, Eiser, en FRED CARELSE, Skuldenaar

Ingevolge 'n uitspraak in bogenoemde agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed word ondervermelde eiendom om 11h00 op Vrydag, die 12de dag van November 2003 deur die Balju vir die Landdroshof van Albertinia te Dennesingel 5, Albertinia, geregteik verkoop, naamlik:

Sekere: Erf 894, Albertinia, Langeberg Munisipaliteit, afdeling Riversdal, provinsie Wes-Kaap.

Straatadres: Dennesingel 5, Albertinia, groot 563 (vyfhonderd drie en sestig) vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal "voetstoots" aan die hoogste bieder verkoop word, onderhewig aan die bepalings van die Landdroshof Wet No. 32 van 1944, soos gewysig, en onderhewig aan die voorwaardes van die bestaande titelakte.

2. Die koopprys sal as volg betaalbaar wees:

(a) Die koper sal 'n deposito van tien (10%) persent van die koopprys betaal, asook afslaerskommissie in kontant by ondertekening van die voorwaardes van die verkoop of by wyse van 'n bankgewaarborgde tjek.

(b) Die balans van die koopprys tesame met rente soos van toepassing daarop sal binne veertien (14) dae gewaarborg word deur 'n goedgekeurde bank of ander aanneembare waarborg betaalbaar vry van wisselkoers, teen registrasie van transport in naam van die koper.

3. Die volledige voorwaardes van verkoop mag gedurende kantoorure by die Balju van Riversdal asook die kantore van die Eiser se Prokureurs te Stasiestraat 1, Albertinia nagesien word en sal ook voor die verkoping gelees word.

4. Die eiendom is verbeter met 'n netjiese woonhuis van plank bestaande uit 2 slaapkamers, eetkamer/kombuis, badkamer & toilet met 'n asbesdak, maar niks word gewaarborg nie.

Gedateer te Stilbaai op die 31ste dag van Oktober 2003.

Claassen & Steyn, Prokureurs vir Eiser, Stasiestraat, Posbus 227, Albertinia, 6695.

Saak No. 124/02

IN DIE LANDDROSHOF VIR DIE DISTRIK RIVERSDAL GEHOU TE RIVERSDAL

In die saak tussen: FIRST NATIONAL BANK, Eiser, en mnr RE ABRAHAMS, Skuldenaar

Ingevolge 'n uitspraak in bogenoemde agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed word ondervermelde eiendom om 9h30 op Vrydag, die 12de dag van Desember 2003 deur die Balju vir die Landdroshof van Riversdal te die Rainbowslot 8, Riversdal, geregteik verkoop, naamlik:

Sekere: Erf 6496, Riversdal, Langeberge Munisipaliteit, afdeling Riversdal, provinsie Wes-Kaap.

Straatadres: Rainbowslot 8, Riversdal, groot 318 (driehonderd en agtien) vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal "voetstoots" aan die hoogste bieder verkoop word, onderhewig aan die bepalings van die Landdroshowe Wet No. 32 van 1944, soos gewysig, en onderhewig aan die voorwaardes van die bestaande titelakte.

2. Die koopprys sal as volg betaalbaar wees:

(a) Die koper sal 'n deposito van tien (10%) persent van die koopprys betaal, asook afslaskommissie in kontant by ondertekening van die voorwaardes van die verkoop of by wyse van 'n bankgewaarborgde tjek.

(b) Die balans van die koopprys tesame met rente soos van toepassing daarop sal binne veertien (14) dae gewaarborg word deur 'n goedgekeurde bank of ander aanneembare waarborg betaalbaar vry van wisselkoers, teen registrasie van transport in naam van die koper.

3. Die volledige voorwaardes van verkoop mag gedurende kantoorure by die Balju van Riversdal asook die kantore van die Eiser se Prokureurs te Hoofweg-Wes, Stilbaai, nagesien word en sal ook voor die verkoping gelees word.

4. Die eiendom is verbeter met 'n netjiese woonhuis van plank bestaande uit 2 slaapkamers, 1 sitkamer, 1 badkamer, dank van asbes, maar niks is gewaarborg nie.

Gedateer te Stilbaai op die 14de dag van November 2003.

Claassen & Steyn, Prokureurs vir Eiser, Hoofweg-Wes, Posbus 429, Stilbaai, 6674.

Saak No. 7754/2003

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GEORGE GEHOU TE GEORGE

In die saak tussen: **ABSA BANK BEPERK, Eiser, en JONATHAN ISAAC MOSES, Eerste Verweerder, MINA LOUISE MOSES, Tweede Verweerder, GREGORY JOHN THEUNISSEN, Derde Verweerder, en CHRIZELDA THEUNISSEN, Vierde Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n lasbrief vir eksekusie gedateer 14 Oktober 2003, sal die volgende eiendom verkoop word deur die Balju, aan die hoogste bieder op Donderdag, 18 Desember 2003 om 10h00 te onderstaande persele:

Erf 1947, George, geleë in die munisipaliteit en afdeling van George, groot 1 131 m², gehou kragtens Transportakte No. T12954/2002 (ook bekend as Mannstraat 30, George).

Die volgende verbetering is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Woonhuis bestaande uit ingangsportaal, sitkamer, eetkamer, kombuis, opwasplek, 4 slaapkamers, 2 badkamers.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshowe Wet en reëls daaronder geproklameer en van die terme van die Titelakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van verkoping aan die Balju, George en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 13,55% per jaar sal binne 30 dae aan die Balju, George betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapswaarborg.

3. *Voorwaardes:* Die volle voorwaardes van die verkoping lê vir insae by die kantore van Mnr Millers Ingelyf, Beaconsuis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36a, George.

Gedateer te George op hierdie 5de dag van November 2003.

Millers Ingelyf, Prokureurs vir Eisers, Beaconsuis, Meadestraat 123, George. (Verw: LSJ/ENA3287/Z07707.)

Case No. 699/2002

IN THE MAGISTRATE'S COURT FOR THE DISTRICT HOPEFIELD HELD AT HOPEFIELD

In the matter between ELIZABETH BUYS, Plaintiff, and SHARYN LIEBENBERG, Defendant

In the execution of a judgment of the above Honourable Court, dated 24 June 2003, the hereinafter mentioned urban property will be sold in execution on 12 December 2003 at 10h00 on the premises 5 Keros Street, Langebaan, to the highest bidder, subject to the following conditions hereinafter mentioned and to the further conditions which will be read out by the Auctioneer/Sheriff at the sale:

Erf 5360, Langebaan, Cape Division, province of the Western Cape, in extent 297 m² (two hundred and ninety seven square metres), held by Deed of Transfer No. T62979.

Property situated at 5 Keros Street, Langebaan.

The following information are made available, but are not guaranteed: The property has been bettered with a house.

The property can be inspected in accordance with Auctioneer, B. Geldenhuys, Tel. 083 412 3069, and/or the Sheriff of the Court, Hopefield, Tel. 083 412 3069.

Conditions of payment: Ten percent (10%) of the purchase price of the above property must be paid in cash immediately after the sale. The balance is payable against transfer and must be guaranteed by a guarantee approved by the Plaintiff's Attorneys, which guarantee must be handed to them within fourteen (14) days after the date of sale. The purchaser must pay the auctioneer immediately after the sale.

Conditions of sale: The full conditions of sale lie for inspection at the offices of the Auctioneer, B. Geldenhuys, Tel. 083 412 3069 and/or the Sheriff of the Court, Hopefield, Tel. 083 412 3069.

Dated at Bellville this 14th day of November 2003.

Myburgh & Associates, Plaintiff's Attorneys, 2nd Avenue 12, Boston, Bellville. (Ref: P. Brink/mf-B45).

Case No. 23017/01

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

**In the matter between CITY OF CAPE TOWN (SOUTH PENINSULA ADMINISTRATION), Plaintiff, and
NOORJAHAN KHAN, Defendant**

In pursuance of a judgment of the Magistrate's Court of Wynberg and Writ of Execution dated 29 October 2003, the property listed hereunder and commonly known as 1 Meadow Way, Grassy Park, Cape, will be sold in execution at the Court House, Wynberg Magistrate's Court, on the 15th day of December 2003 at 10h00 to the highest bidder:

Erf No. 9217, Grassy Park, known as 1 Meadow Way, Grassy Park, Western Cape, in extent 519 (five hundred and nineteen) square metres, held under Deed of Transfer No. T46268/1998.

The following improvements are reported to be on the property but nothing is guaranteed: 1 x double storey, brick walls under a tiled roof, consisting of 3 x bedrooms, 1 x lounge, 1 x kitchen, 1 x bathroom/toilet, 1 x garage.

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

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

Dated at Cape Town this 21st day of November 2003.

A. Adriaans, Cliffe Dekker Inc., 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref: AA/ch/S156/N76643.)

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

And to: Noorjahan Khan, 1 Meadow Way, Grassy Park.

Saaknommer: 5043/03

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap die Goeie Hoop)

**In die saak tussen: TOBIAS JOHN LOUW N.O., Eiser, en BAZIL PETERSEN, Eerste Verweerder, en
CECILIA ELIZABETH PETERSEN, Tweede Verweerder**

Geliewe kennis te neem dat die onderstaande eiendom op Donderdag, 18 Desember 2003 om 10:00, te die Landdroshof, Wynberg, hoek van Kerk- en Stasieweg, Wynberg, te koop aangebied sal word:

Erf 150262, Kaapstad te Athlone, geleë in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap.

Groot: 289 (tweehonderd nege en tagtig) vierkante meter, gehou kragtens Transportakte Nr. T49979/1994, met straatadres te Thameslaan 43, Manenberg, 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.

Alhoewel geen waarborge gegee word nie, word die volgende inligting verskaf:

Die eiendom is verbeter en kan beskryf word as 'n baksteen gebou met teël dak, bestaande uit 1 sitkamer, 1 kombuis, 1 badkamer en 2 slaapkamers.

Die eiendom kan geïnspekteer word in oorleg met die Balju van die Hooggeregshof, Wynberg-Oos, te Claudeweg 8, Athlone, Industria 1. [Tel: (021) 637 23001.]

Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) daarvan in kontant ten tyde van die verkoping en die volle saldo daarvan is teen registrasie van oordrag betaalbaar.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer/Balju, van die Hooggeregshof, Wynberg-Oos te Claudeweg 8, Athlone Industria 1 [Tel. (021) 637 2300] en by die kantore van Van der Spuy & Vennote, 3de Vloer, Boland Bank Gebou, Laer Burgstraat 18, Kaapstad. Die aanwysings om by die perseel waarop die verkoping gaan plaassvind uit te kom, is verkrygbaar vanaf die Balju by bogemelde telefoonnommer.

Gedateer te Bellville op hierdie 11de dag van November 2003.

Van der Spuy & Vennote, Prokureurs vir Vonnisskuldeiser, Laer Burgstraat 18, 3de Vloer, Boland Bank Gebou, Kaapstad. Verw: 210.

Case No: 4007/03
Box 15IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**In the matter between NEDCOR BANK LIMITED versus DAVID JOHN KOREVAAR and
ABDURAGMAN MOHAMMED**

The following property will be sold in execution by public auction held at 48 Ayreshire Street, Rondebosch East, to the highest bidder on Tuesday, 9 December 2003 at 12 noon:

Erf 43834, Cape Town at Crawford, in extent 442 (four hundred and forty two) square metres, held by Deed of Transfer T85948/99, situate at 48 Ayreshire Street, Rondebosch East.

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: A brick & mortar dwelling under tiled roof, 3 bedrooms, lounge, kitchen, bathroom & toilet & garage.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,50% 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 28th day of October 2003.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town.
Tel: 4069100, (Ref: Mrs D Jardine/C58633.)

Case No. 3519/2003

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MIKE KLEINBOOI, ID. 6110245170916, First Defendant,
and PRINCESS KLEINBOOI, ID: 6705290136082, Bond Account Number: 58342036-00101, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff of Knysna, at the Magistrate's Court, Main Road, Knysna, on Wednesday, 17 December 2003 at 11h00.

Full conditions of sale can be inspected at the offices of the Sheriff Knysna, 11 Owl Street, Industrial Area, Knysna, who can be contacted on (044) 382-3829, 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 8022, Knysna Township, in the Municipality and Division of Knysna, Western Cape Province, measuring 522 square metres, also known as 27 Begonia Street, Fraaisig, Knysna.

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

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. No. 342-9164.) (Ref. Mr Croucamp/Dalene/E1579.)

Case No. 6373/2003

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOHAN CHRISTIAAN VAN DER WESTHUIZEN,
ID. 4203285108003, Bond Account Number: 6409059300201, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff of the High Court, Oudtshoorn, at the premises 92 Jan van Riebeeck Road, Oudtshoorn, on Wednesday, 17 December 2003 at 09h00.

Full conditions of sale can be inspected at the Sheriff of the High Court, 3 Rademeyer Street, Oudtshoorn, and will be read out prior to the sale taking place.

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

Property: Erf 9911, Oudtshoorn, in the Municipality and Division of Oudtshoorn, Western Cape Province, measuring 2 344 square metres, also known as 92 Jan van Riebeeck Road, Oudtshoorn.

Improvements: Main building: 4 bedrooms, 1 lounge, 1 dining room, 1 kitchen, laundry, 2½ bathrooms. Outside building: 3 garages, separate entrance, swimming pool.

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. No. 342-9164.) (Ref. Mr Croucamp/Dalene/E18384.)

Case No. 19101/2002

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

In the matter between THE TRUSTEES FOR THE TIME BEING OF THE M I LOVE WILL TRUST, 1st Plaintiff, and EDITH KATIE JOHNSON, 1st Defendant, and DONOVAN BRYAN HENNINGS, 2nd Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 24/12/02 and subsequent warrant of execution dated 29/1/03 the following immovable property will be sold in execution at 10:00 on 18th December 2003 Sheriff's Office, 5 Eales Street, King William's Town, namely:

Erf 1069, Breidbach, King William's Town, Local Municipality of Buffalo City, Division of King William's Town Province of the Eastern Cape, situated 83 Marigold Street, Breidbach, King William's Town.

And take notice further that the conditions of sale will lie for inspection at the offices of the Sheriff of the Magistrate's Court, East London, and contain *inter alia* the following provisions:

1. 20% of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 days of date of sale.
3. Possession subject to any Lease Agreement.
4. Reserve price to be read out at sale.

Signed at East London on this the 24th day of November 2003.

Mark A. Yazbek, Yazbeks, Attorneys for Plaintiff, 1st Floor, Sterling House, Gladstone Street, East London, Tel. (043) 722-3067; P O Box 577, East London, 5200. Ref: Mr M A Yazbek/C Bowman.

Saak No. 2/03

IN DIE LANDDROSHOF VIR DIE DISTRIK RIVERSDAL GEHOU TE ALBERTINIA

In die saak tussen DAWID MOURIES, Eiser, en FRED CARELSE, Skuldenaar

Ingevolge 'n uitspraak in bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed word ondervermelde eiendom om 11h00 op Vrydag, die 12de dag van Desember 2003, deur die Balju, vir die Landdroshof van Albertinia, te Dennesingel 5, Albertinia, geregteelk verkoop, naamlik:

Sekere: Erf 894, Albertinia, Langeberg Munisipaliteit, Afdeling Riversdal, Provinsie Wes-Kaap.

Straatadres: Dennesingel 5, Albertinia, groot 563 (vyf honderd drie en sestig) vierkante meter, gehou kragtens Transportakte No. T.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal "voetstoots" aan die hoogste bieder verkoop word, onderhewig aan die bepalings van die Landdroshowe Wet No. 32 van 1944, soos gewysig, en onderhewig aan die voorwaardes van die bestaande titelakte.

2. Die koopprys sal as volg betaalbaar wees:

(a) Die koper sal 'n deposito van tien (10%) persent van die koopprys betaal, asook Afslaerskommissie in kontant by ondertekening van die voorwaardes van die verkoop of by wyse van 'n bankgewaarborgde tjek.

(b) Die balans van die koopprys tesame met rente soos van toepassing daarop sal binne veertien (14) dae gewaarborg moet word deur 'n goedgekeurde bank of ander aanneembare waarborg betaalbaar vry van wisselkoers, teen registrasie van transport in naam van die koper.

3. Die volledige voorwaardes van verkoop mag gedurende kantoorure by die Balju van Riversdal asook die kantore van die Eiser se Prokureurs te Stasiestraat 1, Albertinia nagesien word en sal ook voor die verkoping gelees word.

4. Die eiendom is verbeter met 'n netjiese woonhuis van plank bestaande uit 2 slaapkamers, eetkamer/kombuis, badkamer & toilet met 'n asbes dak maar niks word gewaarborg nie.

Gedateer te Stilbaai op die 31ste dag van Oktober 2003.

Claassen & Steyn, Prokureus vir Eiser, Stasiestraat (Posbus 227), Albertinia, 6695.

Saak No. 124/02

IN DIE LANDDROSHOF VIR DIE DISTRIK RIVERSDAL GEHOU TE RIVERSDAL

In die saak tussen FIRST NATIONAL BANK, Eiser, en mnr RE ABRAHAMS, Skuldenaar

Ingevolge 'n uitspraak in bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed word ondervermelde eiendom om 09h30 op Vrydag, die 12de dag van Desember 2003, deur die Balju, vir die Landdroshof van Riversdal, te Rainbowsloot 8, Riversdal, geregteelk verkoop, naamlik:

Sekere: Erf 6496, Riversdal, Langegeberg, Munisipaliteit, Afdeling Riversdal, provinsie Wes-Kaap.

Straatadres: Rainbowsloot 8, Riversdal, groot 318 (drie honderd en agtien) vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal "voetstoots" aan die hoogste bieder verkoop word, onderhewig aan die bepalings van die Landdroshowe Wet No. 32 van 1944, soos gewysig, en onderhewig aan die voorwaardes van die bestaande titelakte.

2. Die koopprys sal as volg betaalbaar wees:

(a) Die koper sal 'n deposito van tien (10%) persent van die koopprys betaal, asook Afslaerskommissie in kontant by ondertekening van die voorwaardes van die verkoop of by wyse van 'n bankgewaarborgde tjek.

(b) Die balans van die koopprys tesame met rente soos van toepassing daarop sal binne veertien (14) dae gewaarborg moet word deur 'n goedgekeurde bank of ander aanneembare waarborg betaalbaar vry van wisselkoers, teen registrasie van transport in naam van die koper.

3. Die volledige voorwaardes van verkoop mag gedurende kantoorure by die Balju van Riversdal asook die kantore van die Eiser se Prokureurs te Hoofweg-Wes, Stilbaai, nagesien word en sal ook voor die verkoping gelees word.

4. Die eiendom is verbeter met woonhuis bestaande uit 2 slaapkamers, 1 sitkamer, 1 badkamer, dak van asbes, maar niks is gewaarborg nie.

Gedateer te Stilbaai op die 14de dag van November 2003.

Claassen & Steyn, Prokureurs vir Eiser, Hoofweg-Wes, Posbus 429, Stilbaai, 6674.

Case No. 7835/03
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 MZIWAMADODA UPPINGTON KALAKO, Identity Number: 5512125476084, unmarried, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the premises situated at 37 Frangipani Road, Tygerdal, Goodwood on 15 December 2003 at 11h00:

Full conditions of sale can be inspected at the Sheriff, Goodwood situated at 5 Epping Avenue, Elsies River and will be read out prior to the sale.

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

Property: Erf 20038, Goodwood, situate in the area of the Transitional Metropolitan Substructure of Goodwood, Cape Division, Western Cape Province, in extent 649 (six hundred and forty nine) square metres, held by Deed of Transfer No. T51046/1996, subject to the terms and conditions contained therein and further subject to the reservation of mineral rights in favour of the state.

Situated at: 37 Frangipani Road, Tygerdal, Goodwood.

Improvements: 1 x entrance hall, 1 x lounge, 1 x family room, 1 x dining room, 1 x kitchen, 3 x bedrooms, 2 x bathrooms, 1 x wc, 2 x outside garages, 1 x swimming pool.

Dated at Cape Town on this 13 day of November 2003.

L Vorster, Steyl-Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. Ref: LV/la/FL0330.

Case No: 7734/03
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 SOLOMON FENI, Identity Number: 6607115537082, unmarried, Defendant

A Sale in Execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Mitchells Plain, situated at First Avenue, Eastridge, Mitchells Plain, on 15 December 2003 at 10h00.

Full Conditions of Sale can be inspected at the Sheriff, Khayelitsha, situated at 23 Strawberry Mall, Strandfontein, and will be read out prior to the Sale.

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

Property: Erf 20735, Khayelitsha, situate in the City of Cape Town, Cape Division, Province of the Western Cape.

In extent: 150 (one hundred and fifty) square metres, held by Deed of Transfer No. T34675/2003.

Subject to all the terms and conditions contained therein, including the reservation of mineral rights in favour of the state.

Situated at: 5 Maranu Street, Khayelitsha.

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

Dated at Cape Town on this 13 day of November 2003.

Steyl-Vosloo, Per: L Vorster, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. Ref: LV/la/FL0326.

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

GAUTENG

SPECTRUM AUCTIONEERS CC

LIQUIDATION SALE RANDBURG

Duly instructed by the Liquidators in the matter of **Image Recognition Technologies (Pty) Ltd** (in liquidation), MRN T1961/03, **Meteor Data Communications RSA (Pty) Ltd**, MRN T2491/03 (Pty) Ltd, we will offer by public auction the assets described below completely without reserve to the highest bidder on, Saturday, 6 December 2003, 9 am sharp, at No. 3 Langwa Street, Strydom Park, Randburg.

Office furniture: Computers * cabinets * desks * printers * chairs * kitchen cabinets * fridge etc.

Tools: Grinder * drills * jigsaw * nobbler * heat gun * pedestal drill * pallet jacks etc.

Other: Zay milling machine * stainless steel bottle inspection machine * assorted electronic components.

Vehicles: 1994 Ford Bantam Bakkie * 2001 Colt Clubcab 2800 TDI 4 x 4 *.

Viewing Friday, 5 December, 10am—4pm.

Terms: R2 000 refundable deposit. No cash. 5% buyers commission & 14% VAT applicable. Regret no credit card facility.

Auction subject to change without prior notice.

For further information contact the auctioneers on (011) 900-2800 or 082 414 4241.

SPECTRUM AUCTIONEERS CC

URGENT AUCTION TRUCKS & TRAILERS (BOKSBURG EAST)

S GREENS TRANSPORT (IN LIQUIDATION)

Duly instructed by the Liquidators in the matter of **S Greens Transport (East Rand) (Pty) Ltd** (in liquidation), MRN T3914/03, we will offer by public auction the assets described below completely without reserve to the highest bidder on Wednesday, 10 December 2003, 11 am sharp, at Seller Road, Boksburg East.

*Lot assorted tyres * lot assorted rims * compressor * truck & motor spares * long range tanks * assorted axles * assorted scrap vehicles * assorted trailers *.

Vehicles: * 1977 Mercedes Benz 6 x 4 T/T * 1983 Mercedes Benz 2233 * 1977 Mercedes Benz 1926 * 1998 Colt L200 * Mercedes Benz 1933 * Mercedes Benz 2632 * Henred Fruehauf flat deck/platform trailer * Swift semi-trailer * 1978 Mercedes Benz 1626 * 1969 semi-trailer * 1992 Link semi-trailer.

Viewing Tuesday, 9 December, 10am—4pm.

Terms: R2 000 refundable deposit. No cash accepted. Balance by means of bank guaranteed cheque or bank transfer. 14% VAT applicable & 5% Buyer's commission. Regret no credit card facility.

Auction subject to change without prior notice.

For further information contact the auctioneers on (011) 900-2800 or 082 414 4241.

MIRAMAR TRADING 39 CC T/A MR FLIPPER (IN LIQUIDATION)

Masters Reference: T4326/03

Duly instructed by the Liquidator we will sell the following without reserve: All assets belonging to restaurant.

Sale takes place Shop 103B, Alberton Shopping Centre, Ground Floor, on Tuesday, 9th December at 11 am.

For further details phone International Auctioneers on (011) 760-2979 or 082 800 4733 or Fax (011) 760-4293.

PHIL MINNAAR AFSLAERS GAUTENG

In opdrag van die Eksekuteur van die Bestorwe Boedel van **N.J. Kleynhans**, Meestersnr. 9296/03, bied Phil Minnaar Afslaers Gauteng, 'n netjiese 3-slaapkamer woonhuis met aparte deeltitel woonstel aan per openbare veiling te Ringwoodweg 58, Lynnwood Manor, Pta, op 10-12-2003 om 11:00.

Terme: *15% Deposito in bankgewaarborgde tjek en die balans koopprys is betaalbaar binne 30 dae na bekragtiging. *Eiendom word verkoop onderhewig aan bekragtiging.

*Skakel Phil Minnaar Afslaers Gauteng by (012) 343-3834.

PHIL MINNAAR AFSLAERS GAUTENG

In opdrag van die Kurator van die Insolvente Boedel van **N. & F.M. Cordier**, bied Phil Minnaar Afslaers Gauteng, 'n 4-slaap-kamer woonhuis aan per openbare veiling te Mercurystraat 156, Proklamasieheuwel, Pta, op 09-12-2003 om 12:00.

Terme: *15% Deposito in bankgewaarborgde tjek en die balans koopprys is betaalbaar binne 30 dae na bekragtiging.
*Eiendom word verkoop onderhewig aan bekragtiging.

*Skakel Phil Minnaar Afslaers Gauteng by (012) 343-3834.

KWAZULU-NATAL

PHIL MINNAAR AFSLAERS GAUTENG

In opdrag van die Gesamentlike Kurators en Trustees in die saak van **Cathrich No. 76 BK** (in likwidasie), Meestersnr. 4295/03, en **Hefferman Visagie Eiendoms Trust** bied Phil Minnaar Afslaers Gauteng, *The Boulevard Woonstel 404, Marinerylaan 75, Margate, op 18-12-2003 om 12:00 en *Nomad's Nook Woonstel 19, Breamsingel 516, Ramsgate, op 20-12-2003 om 12:00.

Terme: *15% Deposito in bankgewaarborgde tjek en die balans koopprys is betaalbaar binne 30 dae na bekragtiging.
*Afslaerskommissie van 6% plus BTW daarop is betaalbaar deur die Koper. *Bekragtiging geskied met die val van die hamer.

*Skakel Phil Minnaar Afslaers Gauteng by (012) 343-3834.

**WESTERN CAPE
WES-KAAP**

AUCTION ALLIANCE

Duly instructed by **Mr H M M Terblanche**, Liquidator of **Blue dot Properties 1791 CC** (in liquidation), Master's Reference No. C450/03, we will hereby sell the property known as 3 Wild Olive Close, Gordons Bay.

Sale to take place on site at: 10 Wild Olive Close, Gordons Bay.

Date of sale: Tuesday, 9 December 2003 at 11h00.

Description: Property comprising: Lounge/dining room, open-plan kitchen, 2 bedrooms, family bathroom, single garage.

Terms: 10% Deposito plus 4% 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.

AUCTION ALLIANCE

Duly instructed by **Mr H M M Terblanche**, Liquidator of **Blue Dot Properties 1768 CC** (in liquidation), Master's Reference No. C449/03, we will hereby sell the property known as 3 Wild Olive Close, Gordons Bay.

Sale to take place on site at: 3 Wild Olive Close, Gordons Bay.

Date of sale: Tuesday, 9 December 2003 at 11h00.

Description: Property comprising: Lounge/dining room, open-plan kitchen, 3 bedrooms (mes), family bathroom, single garage.

Terms: 10% Deposito plus 4% 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.

MEYER AFSLAERS BK**EIENDOMSAGENTE**

Insolventeboedelveiling: 3 slaapkamer deeltitel eenheid met 'n see uitsig en toesluitmotorhuis.

Behoorlik daartoe gelas deur die Kurator.

Insolvente boedel: J.C. Rabie.

Meesterverwysings Nr.: T1916/2001.

Verkoop ons per openbare veiling onderworpe aan bekragtiging deur die verkoper die volgende eiendom.

Eenheid 20, Skema 257 SS, De Bakke Terrace en Eenheid 52, Skema 257 SS, De Bakke Terrace.

Geleë te: Woonstel 18, De Bakke Terrace, Georgeweg, Mosselbaai.

Grootte: 105 m² & 17 m².

Verbeterings: 3 slaapkamers, 2 badkamers, balkon, toesluitmotorhuis ens.

Plek: Op die perseel: Woonstel 18, De Bakke Terrace, Georgeweg, Mosselbaai.

Datum en tyd: Woensdag, 17 Desember 2003 om 10:00.

Verkoopsvoorwaardes: 10% deposito in kontant of bankgewaarborgde tjek met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

Besigtiging: Daagliks of kontant asb. Die afslaers.

Navrae: Kontak die afslaers. Kantoor (012) 342 0684 / 342 1017. E-pos: meyerauctions@worldonline.co.za

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

KWAZULU-NATAL

Case No. 424/2003

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
NKOSINATHI PAUL KHOZA, Defendant**

In pursuance of a judgment granted in the above Honourable Court and a warrant of execution, the undermentioned property will be sold in execution on Friday, the 19th day of December 2003 at 09h30 in front of the Magistrate's Court, Ezakheni:

Unit E 2491, Ezakheni, in extent 475 square metres, situate in the Ladysmith/Emnambithi Transitional Local Council Area, Administrative District of KwaZulu-Natal, held under Deed of Grant No. TG3186/88 KZ.

Following information is furnished regarding the improvements though in this respect nothing is guaranteed: *Zoning:* Residential.

Improvements: A block dwelling under corrugated iron comprising of a lounge, 3 bedrooms, one kitchen.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on the 19th day of December 2003 at 09h30 at the Magistrate's Court, Ezakheni.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100,00 in value above the preceding bid shall be accepted by the Sheriff.

3. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased "voetstoots".

5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff, Ladysmith.

Dated at Ladysmith on this 26th day of November 2003.

Maree & Pace Incorporated, Attorney for Plaintiff, 18 Hunter Road, Ladysmith, 3370. (Ref: Mr Swanepoel/CKH411.)

Case No. D1280/00

IN THE LABOUR COURT OF SOUTH AFRICA

(Held at Durban)

In the matter between: JOYCE SIPHIWE NTOMBELA, First Applicant, SITHSEMBILE BEATRICE MTSHALI, Second Applicant, ZWELAKE SIMON SIBIYA, Third Applicant, and DEPARTMENT OF LOCAL GOVERNMENT, PROVINCE OF KWAZULU-NATAL, First Respondent, COMMISSION FOR CONCILIATION, MEDIATION & ARBITRATION, Second Respondent, and COMMISSIONER P VETTER, Third Respondent

In pursuance of a Taxation of this Court on the 12th of May 2003 and under writ of execution issued thereafter, the movable property listed hereunder shall be sold in execution to the highest bidder on Thursday, the 11th day of December 2003 at 11h00 at 11 Faraday Street, Newcastle, KwaZulu-Natal:

Description: 1 x 3 piece wall unit, 1 x 4 piece lounge suite, 1 x Indesit double door fridge, 1 x colour television.

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

Dated at Pietermaritzburg on this 15th day of October 2003.

Austen Smith Attorneys, First Respondent's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg.
(Ref: R N Scott/D3/DO004/00.)

Case No. 4949/03

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

In the matter between: SAAMBOU BANK LIMITED, Plaintiff, and KAREN PRINSLOO, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff Pietermaritzburg, at the Sheriff's Office, No. 17 Drummond Street, Pietermaritzburg, on Friday, 19 December 2003 at 9h00.

Full conditions of sale can be inspected at the Sheriff, Pietermaritzburg, No. 17 Drummond Street, Pietermaritzburg, and will be read out prior to the sale taking place.

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

Property:

(a) Section No. 2, as shown and more fully described on Sectional Plan No. SS157, 1982, in the scheme known as Shalom Mews, in respect of the land and building or buildings situate at Pietermaritzburg/Pietermaritzburg Msundusi Transitional Local Council Area of which section the floor area, according to the sectional plan is 44 (forty four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, also known as No. 2 Shalom Mews, 11 Granton Place, Wembley, Pietermaritzburg.

Improvements: Dwelling: Kitchen, lounge, bathroom, 1 bathroom. Zoned—Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. Ref. Andre Croucamp/Zelda.N152.
Tel. No. (012) 342-9164.

Case No. 5551/02

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

In the matter between: NEWCASTLE MUNICIPALITY, Plaintiff, and JIM/FANIES COMBINATION, Defendant

In pursuance of a judgment of the Magistrate's Court, Newcastle and a Writ of Execution dated 2nd May 2003.

Erf A 1048, Newcastle Registration Division of the Newcastle Local Council Area, Province of KwaZulu-Natal, situate at A1048, Madadeni Newcastle, will be sold in execution on the 21st January 2004 at 10h00, at the entrance of the Magistrate's Court, Newcastle.

The property is improved but nothing is guaranteed. The Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court, Newcastle. The conditions are mainly the following:

1. The Purchase price shall be paid in cash or by bank guaranteed cheque immediately after the conclusion of the auction, unless otherwise agreed with the Judgment Creditor on the date of sale.

2. The property is sold "voetstoots" and subject to the conditions in the Title Deed.

Dated at Newcastle on the 27th day of November 2003.

(Signed) Pravesh Singh, S & C Attorneys, Plaintiff's Attorney, 98 Harding Street, Newcastle, 2940. Our Ref: Mr Singh/BS/Colls 117.

Case No. 6411/02

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

In the matter between: T.M. SIBIYA, Plaintiff, and RIC FUNDARO, Defendant

In pursuance of a judgment of the Magistrate's Court, Newcastle and a Writ of Execution dated 14th November 2002.

Lot 11302, Newcastle Registration Division HS, in the Newcastle Local Council Area, Province of KwaZulu-Natal, situate at 53 Coronation Road, Newcastle, will be sold in execution on the 21st January 2004 at 10h00, at the entrance of the Magistrate's Court, Newcastle.

The property is improved but nothing is guaranteed. The Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court, Newcastle. The conditions are mainly the following:

1. The Purchase price shall be paid in cash or by bank guaranteed cheque immediately after the conclusion of the auction, unless otherwise agreed with the Judgment Creditor on the date of sale.

2. The property is sold "voetstoots" and subject to the conditions in the Title Deed.

Dated at Newcastle on this 27th day of November 2003.

(Signed) Pravesh Singh, Pravesh Singh, & Karna Chetty, Plaintiff's Attorney, 98 Harding Street, P.O. Box 2342, Newcastle.
(Ref: Mr Chetty/BS/KMC 3296.)

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