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LEGAL NOTICES WETLIKE KENNISGEWINGS

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



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

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IMPORTANT ANNOUNCEMENT

Closing times **PRIOR TO PUBLIC HOLIDAYS** for
LEGAL NOTICES
GOVERNMENT NOTICES **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
GOEWERMENSKENNISGEWINGS **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
951–1 000.....	660,00	946,00	1 060,00
1 001–1 300.....	860,00	1 225,00	1 372,00
1 301–1 600.....	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.: 2240/02

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and JACOBUS FREDERICK SHEPPARD,
First Defendant, and YOLANDA SHEPPARD, Second Defendant**

Pursuant to a judgment in the Magistrate's Court at Randfontein on 12 August 2002 and a warrant of execution dated 8 October 2003, the following property will be sold in execution to the highest bidder, on 9 January 2004 at 10h00 at the Sheriff's Office, 21 Pollock Street, Randfontein:

Erf 1296, Greenhills Township, Registration Division I.Q., the Province of Gauteng, measuring 1 071 (one thousand and seventy one) square metres, held by Deed of Transfer No. T48800/2001 (118 Greenhills Avenue, Greenhills, Randfontein).

With the following improvements thereon in respect of which no guarantees are given: Dwelling house consisting of 3 bedrooms, 1 lounge, 1 diningroom, 1 kitchen, 1 bathroom, 1 toilet. *Outbuildings*: 1 garage.

Conditions of sale:

1. The property shall be sold to the highest bidder, subject to the terms and provisions of the Magistrate's Court Act, No. 32 of 1944, the rules promulgated in terms thereof and the conditions and servitudes mentioned or referred to in the title deed in so far as they may be applicable.

2. 10% (ten per centum) of the purchase price shall be payable upon the date of the auction, the balance of the purchase price plus any interest payable, shall be paid in cash against registration of transfer of the property in the name of the purchaser, but must be secured in the meantime by any approved bank or building society guarantee.

3. The property is sold voetstoots and neither the Sheriff nor the Execution Creditor shall be liable for any defects, whether latent or otherwise, to or in the property.

The full conditions of sale may be perused at the office of the Sheriff at 21 Pollock Street, Randfontein.

Dated at Randfontein on this the 25th day of November 2003.

H M van den Berg, for C. J. le Roux Inc., 5 Park Street, Randfontein; PO Box 8, Randfontein, 1760. (Tel: 412-2820.)
(Ref: Ms L Wienekus/A36/2002C.)

Case No.: 3848/03

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

In the matter between ABSA BANK LIMITED, Plaintiff, and HOUSEN DHORAT, Defendant

Pursuant to a judgment in the Magistrate's Court at Randfontein on 8 August 2003 and a warrant of execution dated 11 August 2003, the following property will be sold in execution to the highest bidder, on 9 January 2004 at 10h00 at the Sheriff's Office, 21 Pollock Street, Randfontein:

(1) A unit consisting of—

(a) Section No. 12, as shown and more fully described on Sectional Plan No. SS 226/97, in the scheme known as Saramay Hof, in respect of the land and building or buildings situate at Randfontein Township, Randfontein Local Municipality, of which section the floor area according to the said sectional plan is 75 (seventy 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. ST60024/1998.

(2) An exclusive use area described as Parking No. P6, measuring 14 (fourteen) square metres being as such part of the common property, comprising the land and the scheme known as Saramay Hof, in respect of the land and building or buildings situate at Randfontein Township, Randfontein Local Municipality, as shown and more fully described on Sectional Plan No. SS226/97, held under Notarial Deed of Cession No. SK2152/1998S (Unit 12, Saramay Court, Randfontein).

With the following improvements thereon in respect of which no guarantees are given: Flat consisting of: 1 bedroom, 1 lounge, 1 dining room, 1 kitchen, 1 bathroom/toilet. 1 garage.

Conditions of sale:

1. The property shall be sold to the highest bidder, subject to the terms and provisions of the Magistrate's Court Act, No. 32 of 1944, the rules promulgated in terms thereof and the conditions and servitudes mentioned or referred to in the title deed in so far as they may be applicable.

2. 10% (ten per centum) of the purchase price shall be payable upon the date of the auction, the balance of the purchase price plus any interest payable, shall be paid in cash against registration of transfer of the property in the name of the purchaser, but must be secured in the meantime by any approved bank or building society guarantee.

3. The property is sold voetstoots and neither the Sheriff nor the Execution Creditor shall be liable for any defects, whether latent or otherwise, to or in the property.

The full conditions of sale may be perused at the office of the Sheriff at 21 Pollock Street, Randfontein.

Dated at Randfontein on this the 25th day of November 2003.

H M van den Berg, for C. J. le Roux Inc., 5 Park Street, Randfontein; PO Box 8, Randfontein, 1760. (Tel: 412-2820.) (Ref: Ms L Wienekus/A19/2003C.)

Case No.: 3593/02

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MARY GERTRUD ROZETTA HOGINS, Defendant

Pursuant to a judgment in the Magistrate's Court at Randfontein on 3 January 2003 and a warrant of execution dated 13 August 2003, the following property will be sold in execution to the highest bidder, on 9 January 2004 at 10h00 at the Sheriff's Office, 21 Pollock Street, Randfontein:

(1) A unit consisting of—

(a) Section No. 9, as shown and more fully described on Sectional Plan No. SS 235/93, in the scheme known as Normandy Court, in respect of the land and building or buildings situate at Randfontein Township, Transitional Local Council of Randfontein, of which section the floor area according to the said sectional plan is 70 (seventy) 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. ST34967/2000.

With the following improvements thereon in respect of which no guarantees are given: Flat consisting of: 1 bedroom, 1 lounge, 1 dining room, 1 kitchen, 1 bathroom/toilet.

Conditions of sale:

1. The property shall be sold to the highest bidder, subject to the terms and provisions of the Magistrate's Court Act, No. 32 of 1944, the rules promulgated in terms thereof and the conditions and servitudes mentioned or referred to in the title deed in so far as they may be applicable.

2. 10% (ten per centum) of the purchase price shall be payable upon the date of the auction, the balance of the purchase price plus any interest payable, shall be paid in cash against registration of transfer of the property in the name of the purchaser, but must be secured in the meantime by any approved bank or building society guarantee.

3. The property is sold voetstoots and neither the Sheriff nor the Execution Creditor shall be liable for any defects, whether latent or otherwise, to or in the property.

The full conditions of sale may be perused at the office of the Sheriff at 21 Pollock Street, Randfontein.

Dated at Randfontein on this the 25th day of November 2003.

H M van den Berg, for C. J. le Roux Inc., 5 Park Street, Randfontein; PO Box 8, Randfontein, 1760. (Tel: 412-2820.) (Ref: Ms L Wienekus/A46/2002C.)

Case No.: 3810/03

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

In the matter between ABSA BANK LIMITED, Plaintiff, and CASPER JAN HENDRIK STEENKAMP, First Defendant, and FREDERIKA JUANITA STEENKAMP, Second Defendant

Pursuant to a judgment in the Magistrate's Court at Randfontein on 4 September 2003 and a warrant of execution dated 4 September 2003, the following property will be sold in execution to the highest bidder, on 9 January 2004 at 10h00 at the Sheriff's Office, 21 Pollock Street, Randfontein:

Portion 1 of Erf 730, Randfontein Township, Registration Division I.Q., the Province of Gauteng, measuring 397 (three hundred and ninety seven) square metres, held by Deed of Transfer No. T11876/2002 (50 Johnstone Street, Randfontein).

With the following improvements thereon in respect of which no guarantees are given: Dwelling house consisting of 2 bedrooms, 1 lounge, 1 diningroom, 1 kitchen, 1 bathroom/toilet. *Outbuildings*: Double garage, 1 outer room.

Conditions of sale:

1. The property shall be sold to the highest bidder, subject to the terms and provisions of the Magistrate's Court Act, No. 32 of 1944, the rules promulgated in terms thereof and the conditions and servitudes mentioned or referred to in the title deed in so far as they may be applicable.

2. 10% (ten per centum) of the purchase price shall be payable upon the date of the auction, the balance of the purchase price plus any interest payable, shall be paid in cash against registration of transfer of the property in the name of the purchaser, but must be secured in the meantime by any approved bank or building society guarantee.

3. The property is sold voetstoots and neither the Sheriff nor the Execution Creditor shall be liable for any defects, whether latent or otherwise, to or in the property.

The full conditions of sale may be perused at the office of the Sheriff at 21 Pollock Street, Randfontein.

Dated at Randfontein on this the 25th day of November 2003.

H M van den Berg, for C. J. le Roux Inc., 5 Park Street, Randfontein; PO Box 8, Randfontein, 1760. (Tel: 412-2820.)
(Ref: Ms L Wienekus/A40/2003C.)

Case No.: 5367/02

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and GERHARDUS PIETER NEL,
First Defendant, and CATHARINA MAGDALENA NEL, Second Defendant**

Pursuant to a judgment in the Magistrate's Court at Randfontein on 3 January 2003 and a warrant of execution dated 6 January 2003, the following property will be sold in execution to the highest bidder, on 9 January 2004 at 10h00 at the Sheriff's Office, 21 Pollock Street, Randfontein:

Erf 35, Randgate Township, Registration Division I.Q., the Province of Gauteng, measuring 542 (five hundred and forty two) square metres, held by Deed of Transfer No. T54762/1994 (64 Barend Street, Randgate, Randfontein).

With the following improvements thereon in respect of which no guarantees are given: Dwelling house consisting of 4 bedrooms, 1 lounge, 1 diningroom, 1 TV room, 1 kitchen, 1 bathroom/toilet. *Outbuildings*: 1 outer room, swimming pool.

Conditions of sale:

1. The property shall be sold to the highest bidder, subject to the terms and provisions of the Magistrate's Court Act, No. 32 of 1944, the rules promulgated in terms thereof and the conditions and servitudes mentioned or referred to in the title deed in so far as they may be applicable.

2. 10% (ten per centum) of the purchase price shall be payable upon the date of the auction, the balance of the purchase price plus any interest payable, shall be paid in cash against registration of transfer of the property in the name of the purchaser, but must be secured in the meantime by any approved bank or building society guarantee.

3. The property is sold voetstoots and neither the Sheriff nor the Execution Creditor shall be liable for any defects, whether latent or otherwise, to or in the property.

The full conditions of sale may be perused at the office of the Sheriff at 21 Pollock Street, Randfontein.

Dated at Randfontein on this the 25th day of November 2003.

H M van den Berg, for C. J. le Roux Inc., 5 Park Street, Randfontein; PO Box 8, Randfontein, 1760. (Tel: 412-2820.)
(Ref: Ms L Wienekus/A63/2002C.)

Case No. 11058/01

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

**In the matter between: BODY CORPORATE OF MALINDI, Plaintiff, and
CERIL MPH0 RADZILANI, Defendant**

Kindly take notice that on Thursday, the 15th day of January 2004, at 10h00, and at the Sheriff, Kempton Park, a public auction sale will be held at 105 Commissioner Street, Kempton Park, at which the Sheriff of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Certain: Section 17 (Flat D24) Malindi, together with an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional title plan measuring 55 sqm, also known as Erf 17 (Flat D24), Malindi, 5 Long Street, Kempton Park.

The following improvements are reported to be on the property but nothing is guaranteed: 1 lounge, 1 kitchen, 1 bathroom, 1 bedroom (hereinafter referred to as "the Property").

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

The purchaser shall pay to the Sheriff a deposit of 10% (ten percent) of the purchase price in cash immediately upon signature of the conditions of sale. The balance together with interest on the whole purchase price calculated at the rate of 15% per annum from date of sale to the date of registration of transfer, or the date of payment, whichever occurs last, shall be secured by a bank or other guarantee, approved by the Judgment Creditor's attorneys, to be furnished to the said Sheriff within 14 (fourteen) days of the date of sale, provided that the interest rate in terms of this clause shall not be lower than the highest rate of interest applicable in terms of any bond registered over the property.

The full conditions of sale may be inspected at the offices of the Sheriff, Kempton Park, 105 Commissioner Street, Kempton Park, the Sheriff of the Court.

Dated at Johannesburg on this the 4th day of November 2003.

Thomson Wilks, Plaintiff's Attorneys, 1st Floor, North Wing, President Place, 148 Jan Smuts Avenue, Rosebank. (Tel: 880-8023.) [Ref: Mr Van Rensburg/J63 (1213).]

Case No: 15346/2003

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

**In the matter between: MASEKANE INDUSTRIAL & ENGINEERS SUPPLIES (PTY) LTD, Plaintiff, and
DAVCOR ENGINEERING (PTY) LTD, Defendant**

In pursuance of a judgment granted in the above Honourable Court in favour of the Plaintiff against the Defendant on the 12 November 2003, the Sheriff of the Magistrate's Court, Benoni, will sell in execution, to the highest bidder for cash without reserve, the undermentioned articles on the 13th January 2004 at 4 Dagenham Street, Benoni, at 12h00:

1 x Posubium Bobin Sander; 1 X Rexon RXW-10 SAW (Serial Number: 004471).

C. F. van Coller Attorneys, Plaintiff's Attorneys, 501 Argosy House, Spilsbury Street, Germiston. Tel.: 825-3687. Ref.: CF van Coller/Annelie/HK/CM1036.

Saak Nr. 56326/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen: PRETORIUM TRUST, Eiser, en Mnr. D ZEELIE, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer op die 15de dag van Oktober 2002, sal die ondervermelde goedere geregte verkoop word op die 21ste Januarie 2004 om 10h00 te Edenpark, Gerhardstraat 82, Lyttelton Landbouhoewes, Centurion, aan die hoogste bieder:

Beskrywing: Die enigste onroerende goed ten opsigte waarvan hierdie lasbrief ten uitvoer gelê mag word is Erf 693, Meyerspark Ext 4 Dorpsgebied, Registrasie Afdeling J R, Gauteng, provinsie Gauteng, gehou kragtens Akte van Transport Nr. T94255/2001.

Fisiese adres is: Astrid Straat 155, Meyerspark, Pretoria, grootte 3 297 m².

Die volgende verbeterings is op die eiendom aangebring, maar word nie gewaarborg nie: **Dak:** Platdak, sink. Woning bestaan uit 4 slaapkamers, 2 badkamers, 2 aparte toilette, 1 sitkamer, oopplan TV/Gesinskamer, oopplan eetkamer, 1 studeerkamer, 1 kombuis, 1 opwaskamer. Vloerbedekking in die slaapkamers met mat, badkamer het teëls sowel as die aparte toilet, eetkamer, opwaskamer en kombuis. Die sitkamer het leiklip en die studeerkamer het normale blokkies. Daar is 1 garage met 'n afdak en 2 bediendekamers met 'n toilet en 1 stoorkamer. Daar is 'n swembad en die eiendom is omhein.

Die eiendom word met 'n reserweprys aan die hoogste bieder verkoop. 'n Deposito van 10% word vereis en die balans by wyse van 'n bank- of bouvereniging waarborg binne 14 (veertien) dae vanaf datum van die verkoping. Volledige verkoopsvoorwaardes sal voor die verkoping afgelees word en is ter insae beskikbaar by die Balju Pretoria Oos se kantore.

Geteken te Pretoria op hede die 9de dag van Desember 2003.

Van Zyl Le Roux & Hurter Ing., Prokureurs vir Eiser, Loisaan Menly Square, Suidblok, Menlyn, Pretoria. Tel.: 365-2812. Verw: Mnr. van Zyl/ms/1/82229.

Case No. 27931/2003

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

**FIRST RAND BANK LIMITED (previously known as FIRST NATIONAL BANK OF SA LTD), Plaintiff, and
ALIDZULWI CALVIN MPHADZHA, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, the 8th day of January 2004 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Vereeniging, 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: Stand No. 5593, Ennerdale Extension 8 Township, Registration Division IR, Province of Gauteng.

Improvements: Lounge, kitchen, 2 bedrooms, bathroom, toilet.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. (Our Ref: Mr B du Plooy/Jonita/GP5411.)

Case No. 21215/2002

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

**FIRST RAND BANK LIMITED (previously known as FIRST NATIONAL BANK OF SA LTD), Plaintiff, and
HERMANUS JOACHIM BOTHA KOK, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, the 8th day of January 2004 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Vereeniging, 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 181, Riversdale Township, Registration Division IR, Province of Gauteng, known as 24 Sam Hewitt Street, Riversdale.

Improvements: Main dwelling—lounge, familyroom, diningroom, kitchen, pantry, 3 bedrooms, 2 bathrooms, shower, 2 toilets, 3 garages, servant's quarters, sunroom, breakfast nook. 2nd dwelling—lounge, bedroom, bathroom, toilet.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. (Our Ref: Mr B du Plooy/Jonita/GP4271.)

Case No. 2003/10368
PH 507/Docex 308

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

**In the matter between: NEDBANK LIMITED (formerly NEDCOR BANK LIMITED), Execution Creditor, and
DE VILLIERS, CELESTE PEARL, Execution Debtor**

In terms of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned matter, a sale will be held on Thursday, the 15th day of January 2004 at 11h30 at the offices of the Sheriff, Johannesburg South, 69 Jutta Street, Braamfontein, Johannesburg, of:

Certain property Portion 1 of Erf 11, Crown Gardens Township, Registration Division IR, the Province of Gauteng and measuring 518 (five hundred and eighteen) square metres, held under Deed of Transfer T54875/2002.

Situated at 14 Carrick Place, Crown Gardens.

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

Description: Consisting of 3 x bedrooms, 1 x bathroom, 1 x lounge, 1 x kitchen, 1 x carport and servant's quarters.

The conditions may be examined at the offices of the Sheriff, Johannesburg South [Ref. Mr A Harmse, Tel. (011) 683-8261/2], or at the offices of Plaintiff's Attorneys, Messrs Blakes Maphanga Inc., 14 Plein Street, Johannesburg.

Dated at Johannesburg on this the 17th day of November 2003.

L Simpson, Blakes Mphanga Inc., Attorneys for the Plaintiff, 14 Plein Street (P O Box 5315), Johannesburg, 2000. Tel. (011) 491-5500. Ref. L Simpson/mp/N0287-395.

Case No. 2003/13714
PH 507/Docex 308IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between: NEDBANK LIMITED (formerly NEDCOR BANK LIMITED), Execution Creditor, and STANDER: CORNELIA WILHELMINA, First Execution Debtor, and STANDER, BEYERS, Second Execution Debtor

In terms of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned matter, a sale will be held on Wednesday, the 14th day of January 2004 at 10h00 at the offices of the Sheriff, Germiston North, 1st Floor, Tandela House, cnr De Wet and 12th Avenue, Edenvale, of:

Certain property Erf 1394, Primrose Township, Registration Division IR, the Province of Gauteng and measuring 991 (nine hundred and ninety one) square metres, held under Deed of Transfer T23129/2000, situated at 21 Crotant Street, Primrose.

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

Description: Consisting of 1 x lounge, 1 x bathroom, 1 x dining room, 1 x toilet, 2 x bedrooms, 1 x kitchen, 1 x garage.

The conditions may be examined at the Offices of the Sheriff, Germiston North [reference Mr J G Scheepers, Tel. (011) 452-8025] or at the offices of Plaintiff's Attorneys, Messrs Blakes Maphanga Inc., 14 Plein Street, Johannesburg.

Dated at Johannesburg on this the 17th day of November 2003.

L Simpson, Blakes Maphanga Inc., Attorneys for the Plaintiff, 14 Plein Street (PO Box 5315), Johannesburg, 2000. Tel. (011) 491-5500. Ref.: L Simpson/st/N0287-466.

Case No. 15248/2003
PH 507/Docex 308IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between: NEDBANK LIMITED (formerly NEDCOR BANK LIMITED), Execution Creditor, and ENGLAND, JOHN KENNETH, Execution Debtor

In terms of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned matter, a sale will be held on Thursday, the 15th day of January 2004 at 11h30 at the offices of the Sheriff, Johannesburg South, 69 Juta Street, Braamfontein, Johannesburg, of:

Certain Erf 264, area Turffontein Township, Registration Division IR, Transvaal, and measuring 495 (four hundred and ninety five) square metres, situated at 170 Turf Club, cnr Bishop Streets, Turffontein.

Improvements (not guaranteed): 3 units (1 freestanding & 2 semi's) each consisting of 2 x bedrooms, 1 x bathroom, 1 x kitchen, 1 x lounge, 2 x garages and carport.

Situated at 170 Turf Club, cnr Bishop Streets, Turffontein.

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

Description: Consisting of (not guaranteed): 3 units (1 freestanding & 2 semi's) each consisting of 2 x bedrooms, 1 x bathroom, 1 x kitchen, 1 x lounge, 2 x garages and carport.

The conditions may be examined at the offices of the Sheriff, Johannesburg South [Ref. Mr W C van der Merwe, Tel. (011) 683-8261], or at the offices of Plaintiff's Attorneys, Messrs Blakes Maphanga Inc., 14 Plein Street, Johannesburg.

Dated at Johannesburg on this the 20th day of November 2003.

L Simpson, Blakes Maphanga Inc., Attorneys for the Plaintiff, 14 Plein Street (P O Box 5315), Johannesburg, 2000. Tel. (011) 491-5500. Ref. L Simpson/mp/N0287-533.

Case No. 2003/22286
PH 507/Docex 308IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between: NEDBANK LIMITED (formerly NEDCOR BANK LIMITED), Execution Creditor, and MPOFU, RUTH, First Execution Debtor, and KHUMALO, HONEST BONGANI, Second Execution Debtor

In terms of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned matter, a sale will be held on Wednesday, the 14th day of January 2004 at 11h00 at the Offices of the Sheriff, Germiston North, 1st Floor, Tandela House, cnr De Wet Street and 12th Avenue, Edenvale, of:

Certain property Erf 51, Illiondale Township, Registration Division IR, the Province of Gauteng and measuring 991 (nine hundred and ninety one) square metres, held under Deed of Transfer T69024/2001, situated at 68 Karen Road, Illiondale.

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

Description: Consisting of 1 x lounge, 1 x bathroom, 1 x dining room, 1 x toilet, 3 x bedrooms, 1 x kitchen, 1 x family/TV room, pool & driveway.

The conditions may be examined at the offices of the Sheriff, Germiston North [reference Mr J G Scheepers, Tel. (011) 452-8025] or at the offices of Plaintiff's Attorneys, Messrs Blakes Maphanga Inc., 14 Plein Street, Johannesburg.

Dated at Johannesburg on this the 24th day of November 2003.

L Simpson, Blakes Mphanga Inc., Attorneys for the Plaintiff, 14 Plein Street (P O Box 5315), Johannesburg, 2000. Tel. (011) 491-5500. Ref. L Simpson/st/N0287-661.

Case No. 2003/20223
PH 507/Docex 308

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

In the matter between: NEDBANK LIMITED (formerly NEDCOR BANK LIMITED), Execution Creditor, and NORTJE, JOHN HENRY, First Execution Debtor, and NORTJE, ANTOINETTE, Second Execution Debtor

In terms of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned matter, a sale will be held on Thursday, the 15th day of January 2004 at 11h30 at the offices of the Sheriff, Johannesburg South, 69 Juta Street, Braamfontein, of:

Certain property: Erf 403, Turffontein Township, Registration Division I.R., the Province of Gauteng and measuring 495 (four hundred and ninety five) square metres, held under Deed of Transfer T6409/1995, situated at 37 Bertha Street, Turffontein.

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

Description: Consisting of 2 semis, each with an entrance hall, a combined lounge and dining room, 2 bedrooms, 1 bathroom, 1 kitchen, 1 pantry.

The conditions may be examined at the offices of the Sheriff, Johannesburg South [Ref: Mr A Harmse, Tel: (011) 683-8261/2] or at the offices of Plaintiff's Attorneys, Messrs Blakes Maphanga Inc., 14 Plein Street, Johannesburg.

Dated at Johannesburg on this the 17th day of November 2003.

L. Simpson, for Blakes Maphanga Inc., Attorneys for the Plaintiff, 14 Plein Street, PO Box 5315, Johannesburg, 2000. [Tel: (011) 491-5500.] (Ref: L Simpson/st/N0287-448.)

Case No. 2002/17084
PH 507/Docex 308

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

In the matter between: NEDBANK LIMITED (formerly NEDCOR BANK LIMITED), Execution Creditor, and DE BRUIN, LOUIS DANIEL, First Execution Debtor, and DE BRUIN, YVONNE VERONICA, Second Execution Debtor

In terms of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned matter, a sale will be held on Wednesday, the 14th day of January 2004 at 10h00 at the offices of the Sheriff, Germiston North, 1st Floor, Tandela House, cnr De Wet and 12th Avenue, Edenvale, of:

Certain property: Erf 387, Marlands Extension 8 Township, Registration Division I.Q., the Province of Gauteng and measuring 1 002 (one thousand and two) square metres, held under Deed of Transfer T20682/2001, situated at 32 1st Street, Marlands Extension 8, Germiston.

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

Description: Consisting of 3 bedrooms, 1 bathroom, 1 toilet, 1 lounge, 1 kitchen, 1 garage, 1 carport and 1 outside room with toilet.

The conditions may be examined at the offices of the Sheriff, Germiston North (Ref: Mr J G Scheepers, Tel No. (011) 452-8025) or at the offices of Plaintiff's Attorneys, Messrs Blakes Maphanga Inc., 14 Plein Street, Johannesburg.

Dated at Johannesburg on this the 17th day of November 2003.

L. Simpson, for Blakes Maphanga Inc., Attorneys for the Plaintiff, 14 Plein Street, PO Box 5315, Johannesburg, 2000. [Tel: (011) 491-5500.] (Ref: L Simpson/st/N0287-73.)

Case No. 2003/5656
PH 507/Docex 308IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between: NEDBANK LIMITED (formerly NEDCOR BANK LIMITED), Execution Creditor, and CARTER, TERENCE IVAN, First Execution Debtor, and CARTER, YOLANDE SOPHIE, Second Execution Debtor

In terms of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned matter, a sale will be held on Thursday, the 29th January 2004 at 11h30 at the offices of the Sheriff, Johannesburg South, 69 Juta Street, Braamfontein, of:

Certain property: Erf 121, South Hills Township, Registration Division I.Q., the Province of Gauteng and measuring 492 (four hundred and two) square metres, held under Deed of Transfer T39368/2001, situated at 11 Reitz Street, South Hills.

Property description: The following information is furnished *re* the improvements, though in this respect nothing is guaranteed:
Description: Consisting of 3 bedrooms, 1 bathroom, 3 other rooms.

The conditions may be examined at the offices of the Sheriff, Johannesburg South [Ref: Mr A Harmse, Tel: (011) 683-8261/2] or at the offices of Plaintiff's Attorneys, Messrs Blakes Maphanga Inc., 14 Plein Street, Johannesburg.

Dated at Johannesburg on this the 19th day of November 2003.

L. Simpson, for Blakes Maphanga Inc., Attorneys for the Plaintiff, 14 Plein Street, PO Box 5315, Johannesburg, 2000.
[Tel: (011) 491-5500.] (Ref: L Simpson/mp/N0287-277.)

Case No. 22383/2002

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

**In the matter between: M R M PLUMBING SUPPLIES CC, Plaintiff, and
I M OOSTHUIZEN, Defendant**

In execution of a judgment granted by the Magistrate's Court, Germiston, on the 13th day of February 2003, in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Magistrate's Court, Germiston North, at the Sheriff of the Magistrate's Court offices at 1st Floor, Tandela House, cnr De Wet Street & 12th Avenue, Edenvale, on the 14th day of January 2004 at 11h00 of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Germiston North, prior to the sale:

Certain: Erf 32, Daniapark, Registration Division IR, Gauteng, measuring 751,0000 square metres, also known as 2 Ada Avenue, Daniapark, Primrose Hill, Germiston.

The property is reported to be improved property with a dwelling house, outbuildings and a swimming pool thereon, but nothing is guaranteed.

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 date of sale. Auctioneer's charges are payable and calculated at 5% on the proceeds of the sale up to a price of R30 000,00 and thereafter 3% to a maximum fee of R7 000,00 and a minimum of R300,00.

Dated at Germiston on this the 18th day of November 2003.

C F van Coller, Plaintiff's Attorneys, 501 Argosy House, President Street, Germiston. (Tel: 825-3687.) (Ref: R Smit/adb/P01156.)

Case No. 21122/03
PH 444IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

**In the matter between: FIRSTRAND BANK LTD, Plaintiff, and HENBASE 2690 CC, First Defendant, and
MEI-HUA WU, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 45 Superior Close, Randjies Park, Midrand, on 13 January 2004 at 13h00 of the undermentioned property of the Defendants on the conditions which may be inspected at the offices of the Sheriff, 10 Conduit Street, Kensington 'B', Randburg, prior to the sale:

1. A unit consisting of: Section No. 23, as shown and more fully described on Sectional Plan No. SS55/95, in the scheme known as Mount Royal, in respect of the building or buildings situate at Morningside Extension 156 Township, Local Authority: City of Johannesburg Metropolitan Municipality, of which section the floor area, according to the said sectional plan, is 155 (one hundred and fifty five) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No. ST108325/1998.

2. A unit consisting of: Section No. 64, as shown and more fully described on Sectional Plan No. SS55/95, in the scheme known as Mount Royal, in respect of the building or buildings situate at Morningside Extension 156 Township, Local Authority: City of Johannesburg Metropolitan Municipality, of which section the floor area, according to the said sectional plan, is 17 (seventeen) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No. ST108325/1998.

Situate at Unit 23 & 64 Mount Royal, Kopie Road, Extension 156 Morningside.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building:* Lounge, dining room, 1 bathroom, 3 bedrooms, kitchen. *Outside buildings:* Garages, tennis court, swimming pool, dressing room, zo-zo hut. *Sundries:* Brick fencing.

Dated at Boksburg on 14 November 2003.

Hammond Pole Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel. (011) 874-1800.] (Ref: 601210/L West/NVDW.)

Case No. 12088/03
PH 444

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

In the matter between: FIRSTRAND BANK LTD, Plaintiff, and RWEYEMAMU, JOSEPH BENEDICT KIRAMA, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 45 Superior Close, Randjies Park, Midrand, on 13 January 2004 at 13h00 of the under-mentioned property of the Defendant on the conditions which may be inspected at the offices of the Sheriff, 10 Conduit Street, Kensington 'B', Randburg, prior to the sale:

A unit consisting of:

Section No. 20, as shown and more fully described on Sectional Plan No. SS83/1976, in the scheme known as Drakenstein, in respect of the building or buildings situate at Sunset Acres Extension 1 Township, in the Local Authority of the City of Johannesburg Metropolitan Municipality, of which section the floor area, according to the said sectional plan, is 239 (two hundred and thirty nine) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No. ST127865/02, situate at 52 Outspan Road, Sunset Acres Ext 1, Randburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building:* Lounge, dining rooms, 2 bathrooms, 3 bedrooms, kitchen, tiled roof, brick walls, steel windows. *Outside buildings:* Servant quarters, 2 garages. *Sundries:*—

Dated at Boksburg on 13 November 2003.

Hammond Pole Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel. (011) 874-1800.] (Ref: 601114/L West/NVDW.)

Case No: 2003/6115
PH 365

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

In the matter between: STANDARD BANK OF SA LTD, Plaintiff, and FRANCIS DUBE, Defendant

On the 15 January 2004 at 10h00, a public auction will be held at the Sheriff's Office, Kempton Park, 105 Commissioner Street, Kempton Park, at which the Sheriff will, pursuant to the judgment of the above Honourable Court, in this action, Warrant of Execution issued in terms thereof and attachment in execution made thereunder, sell:

Erf 1425, Birchacres Ext 3 Township, Registration Division I.R., the Province of Gauteng, commonly known as 9 Vuurvink Street, Birchacres Ext 3, Kempton Park.

Measuring: 949 square metres, held by Deed of Transfer No. T18120/2001.

The following improvements of a single storey dwelling, under tiled roof, with 3 bedrooms, 2 bathrooms, 1 lounge, 1 kitchen, 1 garage, brick driveway with precast walls (not warranted to be correct in every respect).

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Uniform Rules of the High Court and the Rules made thereunder or any amendment thereto or substitution therefor and subject thereto, the property shall be sold "voetstoots" to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by Standard Bank of SA Limited.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the purchase price or R400,00 (four hundred rand) (whichever is the greater), immediately after the sale and the balance of the purchase price and interest shall, within 14 (fourteen) days of date of sale, be paid or secured by unconditional or approval bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and Leasehold and other charges which are payable to the local or other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of the existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston this 8th day of December 2003.

Stupel & Berman Inc, 70 Lambert Street, Germiston; P O Box 436, Germiston, 1400. Docex 3, Germiston, c/o 165 Third Avenue, Bez Valley, Johannesburg. Tel: 873-9100. Ref: Mr Berman/CK/59793.

Case No: 58443/2001

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

**In the matter between THE BODY CORPORATE OF BRIDGETOWN, Execution Creditor, and
NTOMBI PRECIOUS NENE, Execution Debtor**

In execution of a judgment granted by the abovementioned Honourable Court, and a Warrant of Execution issued on 4 August 2003, the following fixed property will be read by the Sheriff of the Magistrates Court, Randburg, at 45 Superior Close, Randjiespark, Midrand. The property shall be put up for auction on the 13th day of January 2004 at 13h00, and consists of:

Property: Unit 239, as shown and more fully described on Sectional Plan No. SS43/95 in the scheme known as Bridgetown in respect of the land and building or buildings situate at Bloubostrand Extension 10, Bloubostrand Extension 18, Bloubostrand Extension 17, Bloubostrand Extension 16, City of Johannesburg, in size 50 (fifty) square metres; and

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

Held: By Deed of Transfer ST48657/1996.

Situated at: Unit 239, Bridgetown, Agulhas Avenue, Bloubostrand, Randburg.

1. *Conditions of sale:* The sale will be subject to the following: The provisions of the Magistrates Court's Act and the regulation issued thereunder. The full conditions of sale and will be sold to the highest bidder without reserve.

2. *Description:* The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Unit consisting of one living room, one kitchen, one bathroom and three bedrooms.

3. *Terms:* The purchaser shall pay a deposit of 10 percent of the purchase price in cash against the signature of the conditions of sale, the balance against transfer to be secured by a bank or guarantee of another financial institution, to be approved by Plaintiff's attorney, to be furnished to the sheriff within 14 days after the date of sale.

4. The conditions of the sale in execution that will be read before the sale will lay for inspection at the offices of the Sheriff of the Magistrate's Court, 8 Randhof, cnr Selkirk & Blairgowrie Drive, Blairgowrie.

Dated at Roodepoort this the 26th day of November 2003.

Bento Incorporated, Block C, Suite 3, Constantia Kloof Office Estate, 620 Kudu Street, Allen's Nek. Tel: (011) 475-4095. Ref: Mr Bento/KDB/MC133/M00521.

Case No: 21604/02

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

**In the matter between THE BODY CORPORATE OF BRIDGETOWN, Execution Creditor, and
MR. G KHOZA, Execution Debtor**

In execution of a judgment granted by the abovementioned Honourable Court, and a Warrant of Execution issued on 5 May 2003, the following fixed property will be sold by the Sheriff of the Magistrates Court, Randburg, at 45 Superior Close, Randjiespark, Midrand. The property shall be put up for auction on the 13th day of January 2004 at 13h00, and consists of:

Property: Unit 87, as shown and more fully described on Sectional Plan No. SS1142/95, in the scheme known as Bridgetown in respect of the land and building or buildings situate at Bloubostrand Extension 10, Bloubostrand Extension 18, Bloubostrand Extension 17, Bloubostrand Extension 16, City of Johannesburg, in size 50 (fifty) square metres; and

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

Held: By Deed of Transfer ST97274/2001.

Situated at: Unit 87, Bridgetown, Agulhas Avenue, Bloubostrand, Randburg.

1. *Conditions of sale:* The sale will be subject to the following: The provisions of the Magistrates Court's Act and the regulation issued thereunder. The full conditions of sale and will be sold to the highest bidder without reserve.

2. *Description:* The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Unit consisting of one living room, one kitchen, one bathroom and three bedrooms.

3. *Terms:* The purchaser shall pay a deposit of 10 percent of the purchase price in cash against the signature of the conditions of sale, the balance against transfer to be secured by a bank or guarantee of another financial institution, to be approved by Plaintiff's attorney, to be furnished to the sheriff within 14 days after the date of sale.

4. The conditions of the sale in execution that will be read before the sale will lay for inspection at the offices of the Sheriff of the Magistrate's Court, 8 Randhof, cnr Selkirk & Blairgowrie Drive, Blairgowrie.

Dated at Roodepoort this the 17th day of November 2003.

Bento Incorporated, Block C, Suite 3, Constantia Kloof Office Estate, 620 Kudu Street, Allen's Nek. Tel: (011) 475-4095.
Ref: Mr Bento/KDB/MC299/M00794.

Case No. 21610/02

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

**In the matter between: THE BODY CORPORATE OF BRIDGETOWN, Execution Creditor, and
MONEYLINE 1483 CC, Execution Debtor**

In execution of a judgment granted by the above-mentioned Honourable Court and a warrant of execution issued on 24 February 2003, the following fixed property will be sold by the Sheriff of the Magistrate's Court, Randburg, at 45 Superior Close, Randjiespark, Midrand. The property shall be put up for auction on the 13th day of January 2004 at 13h00, and consists of:

Property: Unit 186, as shown and more fully described on Sectional Plan No. SS143/95, the scheme known as Bridgetown, in respect of the land and building or buildings situate at Bloubostrand Extension 10, Bloubostrand Extension 18, Bloubostrand Extension 17, Bloubostrand Extension 16, City of Johannesburg, in size 50 (fifty) square metres; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota endorsed on the said sectional plan, held by Deed of Transfer ST3064/1999, situated at Unit 186 Bridgetown, Agulhas Avenue, Bloubostrand, Randburg.

1. Conditions of sale:

The sale will be subject to the following:

—The provisions of the Magistrates Court's Act and the regulation issued thereunder;

—The full conditions of sale.

and will be sold to the highest bidder without reserve.

2. Description:

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Unit consisting of one living room, one kitchen, one bathroom and three bedrooms.

3. Terms:

The purchaser shall pay a deposit of 10 percent of the purchase price in cash against the signature of the conditions of sale, the balance against transfer to be secured by a bank or guarantee of another financial institution, to be approved by Plaintiff's attorney, to be furnished to the Sheriff within 14 days after the date of sale.

4. The conditions of the sale in execution that will be read before the sale will lay for inspection at the offices of the Sheriff of the Magistrate's Court, 8 Randhof, cnr. Selkirk & Blairgowrie Drive, Blairgowrie.

Dated at Roodepoort this the 17th day of November 2003.

Bento Incorporated, Block C, Suite 3, Constantia Kloof Office Estate, 620 Kudu Street, Allen's Nek. Tel: (011) 475-4095.
Ref: Mr Bento/KDB/MC288/m00783.

Case No: 23934/2002

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

**In the matter between: THE BODY CORPORATE OF BRIDGETOWN, Execution Creditor, and FANELE ENOCH
MAGAWU, 1st Execution Debtor, and SOPHY MAGAWU, 2nd Execution Debtor**

In execution of a judgment granted by the abovementioned Honourable Court and a warrant of execution issued on 10 February 2003, the following fixed property will be sold by the Sheriff of the Magistrate's Court, Randburg, at 45 Superior Close, Randjiespark, Midrand. The property shall be put up for auction on the 13th day of January 2004 at 13h00, and consists of:

Property: Unit 380, as shown and more fully described on Sectional Plan No. SS177/96, in the scheme known as Bridgetown, in respect of the land and building or buildings situate at Bloubostrand Extension 10, Bloubostrand Extension 18, Bloubostrand Extension 17, Bloubostrand Extension 16, City of Johannesburg, in size 50 (fifty) square metres; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota endorsed on the said sectional plan, held by Deed of Transfer ST96306/2001, situated at Unit 380 Bridgetown, Agulhas Avenue, Bloubastrand, Randburg.

1. Conditions of sale:

The sale will be subject to the following:

- The provisions of the Magistrates Court's Act and the regulation issued thereunder;
- The full conditions of sale.

and will be sold to the highest bidder without reserve.

2. Description:

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Unit consisting of one living room, one kitchen, one bathroom and three bedrooms.

3. Terms:

The purchaser shall pay a deposit of 10 percent of the purchase price in cash against the signature of the conditions of sale, the balance against transfer to be secured by a bank or guarantee of another financial institution, to be approved by Plaintiff's attorney, to be furnished to the Sheriff within 14 days after the date of sale.

4. The conditions of the sale in execution that will be read before the sale will lay for inspection at the offices of the Sheriff of the Magistrate's Court, 8 Randhof, cnr. Selkirk & Blairgowrie Drive, Blairgowrie.

Dated at Roodepoort this the 17th day of November 2003.

Bento Incorporated, Block C, Suite 3, Constantia Kloof Office Estate, 620 Kudu Street, Allen's Nek. Tel: (011) 475-4095.
Ref: Mr Bento/KDB/MC299/M00794.

Case No. 73440/02

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

**In the matter between: TOORAK BODY CORPORATE, Execution Creditor, and
MAPHUMA DANIEL MOKOENA, Execution Debtor**

Pursuant to a judgment granted by the above Honourable Court on the 18th day of September 2002 and a warrant of execution served on the 12th day of September 2002, the undermentioned property will be sold by the Sheriff of the Magistrate's Court, Johannesburg East, at the Sheriff's Office, 69 Juta Street, Braamfontein, on the 22nd day of January 2004 at 0h00, to the highest bidder:

Certain:

(a) Section 6, as shown and more fully described on Sectional Plan No. SS142/92, in the scheme known as Toorak, in respect of the land and building or buildings situate at Yeoville in the Local Authority Area of the City of Johannesburg, Province Gauteng, measuring 93 (ninety three) square metres; and

(b) an exclusive use area described as Parking No P12, measuring 15 (fifteen) square metres, being a part of the common property comprising the land and scheme known as Toorak, in respect of the land and building or buildings situate at Yeoville in the Local Authority area of the City of Johannesburg, Province of Gauteng, as shown and more fully described on Notarial Deed of Cession No. SK4967/1995S.

Held under Deed of Transfer No. ST59523/1995.

Improvements reported: 1 x lounge, 1 x kitchen, 1 x bathroom, 2 x bedrooms, 1 x parking bay (which are not warranted to be correct and are not guaranteed).

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Bondholder at the time of preparation of the conditions from date of sale to date of payment.

2. The Purchaser shall be obliged to pay a deposit of 10 (ten) per centum of the price or four hundred rand (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the Purchaser.

3. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the Purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the Purchaser.

The complete terms and conditions of the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 69 Juta Street, Braamfontein.

Dated at Bedfordview on this the 12th day of November 2003.

A. D. Wilton, for Anthony Wilton Inc, Judgment Creditor's Attorneys, c/o Bieldermaans Inc, 24 Chester Road, Parkwood, Johannesburg. Docex 6, Bedfordview. Tel.: 615-3222. Ref. ST0344/Mr Wilton/CVM.

Case No. 57488/02

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

**In the matter between: TOORAK BODY CORPORATE, Execution Creditor, and
MALESELA ANDREW MOKBOGANAMA, Execution Debtor**

Pursuant to a judgment granted by the above Honourable Court on the 18th day of September 2002 and a warrant of execution served on the 19th day of September 2002, the undermentioned property will be sold by the Sheriff of the Magistrate's Court Johannesburg East, at the Sheriff's Office, 69 Juta Street, Braamfontein, on the 22nd day of January 2004 at 10h00, to the highest bidder:

Certain:

(a) Section 19, as shown and more fully described on Sectional Plan No. SS142/92, in the scheme known as Toorak, in respect of the land and building or buildings situate at Yeoville in the Local Authority Area of the City of Johannesburg, Province Gauteng, measuring 75 (Seventy five) square metres; and

(b) an exclusive use area described as Parking No. P19, measuring 12 (twelve) square metres, being a part of the common property comprising the land and scheme known as Toorak, in respect of the land and building or buildings situate at Yeoville, in the Local Authority Area of the City of Johannesburg, Province Gauteng, as shown and more fully described on Notarial Deed of Cession No. SK2333/1992S.

Held under Deed of Transfer No. ST6922/1993.

Improvements reported: 1 x lounge, 1 x kitchen, 1 x bathroom, 2 x bedrooms, 1 x parking bay (which are not warranted to be correct and are not guaranteed).

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Bondholder at the time of preparation of the conditions from date of sale to date of payment.

2. The Purchaser shall be obliged to pay a deposit of 10 (ten) per centum of the price or four hundred rand (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approve bank and/or building society guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the Purchaser.

3. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the Purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the Purchaser.

The complete terms and conditions of the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 69 Juta Street, Braamfontein.

Dated at Bedfordview on this the 12th day of November 2003.

A. D. Wilton, for Anthony Wilton Inc, Judgment Creditor's Attorneys, c/o Bieldermans Inc, 24 Chester Road, Parkwood, Johannesburg. Docex 6, Bedfordview. Tel.: 615-3222. Ref. ST0315/Mr Wilton/CVM.

Case No. 23109/03

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

In the matter between: PEOPLES BANK LIMITED, Plaintiff, and MAMQOCO MAUD SEBUENG N.O. in her capacity as Executrix in the estate late SELLO ZABELON SEBUENG MAMQOCO MAUD SEBUENG, Bond Account Number: 3397 8071 00201

A sale in execution of the undermentioned property is to be held at the office of the Sheriff Kempton Park North, 14 Greyilla Street, Kempton Park, on Thursday, 8 January 2004 at 14h00.

Full conditions of sale can be inspected at the Sheriff Kempton Park North, 14 Greyilla Street, Kempton Park, 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 53, Lekaneng, Registration Division I.R., Gauteng, measuring 328 square metres, also known as Erf 53, Lekaneng.

Improvements: Dwelling—1 lounge, 2 bedrooms, 1 kitchen, 1 bathroom, 1 toilet. Zoned—Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. Tel No.: (012) 342-9164. Fax No.: (012) 342-9165. Ref.: Mr Croucamp/Carol/W1531.

EASTERN CAPE OOS-KAAP

Case No: 1951/03

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

**In the matter between: FIRSTRAND BANK LIMITED, Execution Creditor, and
STEPHEN JANSEN, Execution Debtor**

In pursuance of a Judgment in the above Honourable Court granted on 11 November 2003 and a Writ of Attachment dated 11 November 2003, the following property will be sold in execution, by Public Auction, without reserve, to the highest bidder on Friday, 9 January 2004 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 985, Bloemendal, in the Nelson Mandela Metropolitan Municipality and Division of Port Elizabeth, Province of the Eastern Cape, in extent 297 square metres and situated at 6 Fennel Street, Booyens Park, Port Elizabeth.

Held under Deed of Transfer No. 5684/98.

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 attorney at Third Floor, 15 Rink Street, Port Elizabeth, telephone (041) 582 1705.

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

The following improvements on the property are reported, but in this regard nothing is guaranteed: Dwelling with lounge, dining room, kitchen, 3 bedrooms, bathroom, w/c and carport.

Dated at Port Elizabeth this 2nd day of December 2003.

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

Case No. 55703/00

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

**In the matter between: THE BODY CORPORATE OF VOYLE COURT SCHEME No. 375/96, Plaintiff, and
CRYSTAL ANN MEYER, Defendant**

In pursuance of judgment granted on 16 April 2003, in the Port Elizabeth Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 9 January 2004 at 14h15 at the front entrance, New Law Courts, North End, Port Elizabeth, to the highest bidder:

Description: Unit Number 105, Scheme No. SS3775/96, scheme name: SS Voyle Court.

In extent: 55 (fifty five) square metres.

Postal address: 41 Voyle Court, off Milner Avenue, Sydenham, Port Elizabeth.

Improvements (not guaranteed): 1 bedroom, lounge, kitchen, bathroom.

Held by the Defendant in name under Deed of Transfer No. ST7753/1997.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.
2. The Purchaser shall pay 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 or registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate, Front Entrance, New Law Courts, North End, Port Elizabeth.

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

J B Scott, Plaintiff's Attorneys, Lexicon Attorneys, cnr. Westbourne & Clevedon Roads, Central, Port Elizabeth, 6001; P O Box 3348, Port Elizabeth, 6000. (041) 3737434. Ref: Deyana/B0376/0083.

Address of Defendant: 41 Voyle Court, off Milner Avenue, Sydenham, Port Elizabeth.

Case No: 2049/03

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

**In the matter between: FIRSTRAND BANK LIMITED, Execution Creditor, and
MICHAEL ANTHONY VILJOEN, Execution Debtor**

In pursuance of a Judgment in the above Honourable Court granted on 17 November 2003 and a Writ of Attachment dated 18 November 2003, the following property will be sold in execution, by Public Auction, without reserve, to the highest bidder on Friday, 9 January 2004 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 1035, Theescombe, in the Nelson Mandela Metropolitan Municipality and Division of Port Elizabeth, Province of the Eastern Cape, in extent 910 square metres and situated at 10 Knox Avenue, Kamma Park, Port Elizabeth.

Held under Deed of Transfer No. T97245/94.

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

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

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

The following improvements on the property are reported, but in this regard nothing is guaranteed: Dwelling with lounge, kitchen, 2 bedrooms, bathroom, shower and w/c.

Dated at Port Elizabeth this 4th day of December 2003.

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

Case No: 2051/03

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

**In the matter between: FIRSTRAND BANK LIMITED, Execution Creditor, and
SAKHIWO JUSTICE GONIWE, Execution Debtor**

In pursuance of a Judgment in the above Honourable Court granted on 14 November 2003 and a Writ of Attachment dated 17 November 2003, the following property will be sold in execution, by Public Auction, without reserve, to the highest bidder on Friday, 9 January 2004 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.

(1) *A Unit consisting of:*

(a) Section No. 5, as shown and more fully described on Sectional Plan No. SS234/90, in the scheme known as Kings Court in respect of the land and building or buildings situate at Humewood in the Nelson Mandela Metropolitan Municipality and Division of Port Elizabeth, of which section the floor area, according to the said sectional plan, is 100 (one hundred) 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. ST10349/2003.

(2) An exclusive use area described as Parking Bay No. 8, measuring 13 (thirteen) square metres, being as such part of the common property, comprising the land and the scheme known as Kings Court in respect of the land and building or buildings situate at Humewood in the Nelson Mandela Metropolitan Municipality and Division of Port Elizabeth, as shown and more fully described on Sectional Plan No. SS234/90.

Held by Notarial Deed of Cession No. SK2546/2003, and situated at 5 Kings Court, Windermere Road, Humewood, Port Elizabeth.

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

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

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

The following improvements on the property are reported, but in this regard nothing is guaranteed: Dwelling with entrance hall, lounge, dining room, kitchen, 2 bedrooms, bathroom, w/c, carport and balcony.

Dated at Port Elizabeth this 4th day of December 2003.

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

FREE STATE VRYSTAAT

Saak Nr. 37068/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen: DIE REGSPERSOON VAN ALI WAL SENTRUM, Eiser, en
PUSELETSO MAUREEN MAJARA, ID Nr. 6803060804086, Verweerder**

Ingevolge 'n vonnis gedateer 08/11/2001 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die hiernagelyste eiendom per publieke veiling aan die hoogste bieder verkoop word op Vrydag, 16 Januarie 2004 om 10:00 te die Balju, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, naamlik:

(a) Sekere Eenheid Nr. 20 (Woonstel 304) in die Deeltitelskema bekend as Aliwal Centre soos getoon en volledig beskryf op Deelplan Nr. SS42/1985, ten opsigte van grond en gebou of geboue geleë te Erfnommer 647, Pres. Mandelarylaan, Bloemfontein, en gehou kragtens Transportakte Nr. ST30310/99, groot 73 (drie-en-sewentig) vierkante meter;

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

Hierdie verkoping is onderworpe aan die verkoopsvoorwaardes wat kort voor die verkoping deur die Balju uitgelees sal word en ter insae sal lê by die kantoor van die Balju, Bloemfontein-Oos gedurende kantoorure, te Barnesstraat 5, Westdene, Bloemfontein.

Die koper sal 10% van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans is betaalbaar teen registrasie van transport om verseker te word deur 'n bank of bougenootskapwaarborg wat binne 14 (veertien) dae na datum van die verkoping aan die Balju gelewer moet word. Indien die eiendom deur die Eerste Verbandhouer gekoop word, hoef die 10% kontantbetaling nie gemaak te word nie.

Geteken te Bloemfontein op hede die 26ste dag van November 2003.

Mnr P de Lande, Prokureur vir Eiser, Vermaak & Dennis Ing., Eerste Laan 36, Westdene, Bloemfontein; Posbus 12801, Brandhof, 9324. Tel. (051) 447-9861.

Saak Nr. 13198/03

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen: DIE REGSPERSOON VAN DU-NADIA, Eiser, en
ANTHEA CHERYL WILDT, ID Nr. 7603110209081, Verweerder**

Ingevolge 'n vonnis gedateer 9 Junie 2003 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die hiernagelyste eiendom per publieke veiling aan die hoogste bieder verkoop word op Vrydag, 16 Januarie 2004 om 10:00 te die Balju, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, naamlik:

(a) Sekere Eenheid Nr. 10, in die Deeltitelskema bekend as Du-Nadia soos getoon en volledig beskryf op Deelplan Nr. SS147/1996, ten opsigte van grond en gebou of geboue geleë te Erfnommer 17134, Memoriumweg, Uitsig, Bloemfontein en gehou kragtens Transportakte Nr. ST30915/2001, groot 83 (drie-en-tagtig) vierkante meter;

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

Hierdie verkoping is onderworpe aan die verkoopsvoorwaardes wat kort voor die verkoping deur die Balju uitgelees sal word en ter insae sal lê by die kantoor van die Balju, Bloemfontein-Oos gedurende kantoorure, te Barnesstraat 5, Westdene, Bloemfontein.

Die koper sal 10% van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans is betaalbaar teen registrasie van transport om verseker te word deur 'n bank of bougenootskapwaarborg wat binne 14 (veertien) dae na datum van die verkoping aan die Balju gelewer moet word. Indien die eiendom deur die Eerste Verbandhouer gekoop word, hoef die 10% kontantbetaling nie gemaak te word nie.

Geteken te Bloemfontein op hede die 21ste dag van November 2003.

Mnr P de Lange, Prokureur vir Eiser, Vermaak & Dennis Ing., Eerste Laan 36, Westdene, Bloemfontein; Posbus 12801, Brandhof, 9324. Tel. (051) 447-9861.

Saak Nr. 4737/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

**In die saak tussen: STANDARD BANK VAN SA BEPERK, Eksekusieskuldeiser, en M M KHANTSI,
Eerste Eksekusieskuldenaar, en K E KHANTSI, Tweede Eksekusieskuldenaar**

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 6 Augustus 2002 in die Landdroshof te Virginia, sal die volgende eiendom verkoop word op Vrydag, die 9de dag van Januarie 2004 om 11h00 te Sodumweg 8, Saaiplaas, Virginia:

Sekere Erf 4786, geleë in die dorp Virginia, Uitbreiding 6, distrik Ventersburg, groot 1 573 (eenduisend vyf honderd drie en sewentig) vierkante meters, gehou kragtens Akte van Transport Nr. T17928/1997 en onderhewig aan sekere serwitute.

Verbeterings: 'n Woonhuis bestaande uit sit-/eetkamer, 3 slaapkamers, 1 badkamer, 1 toilet, buitegebou: 1 motorhuis, 1 buitekamer en buite toilet.

Voorwaardes van verkoping:

(a) Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshowe Nr. 32 van 1944, soos gewysig en die Reëls daarkragtens uitgevaardig.

(b) Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 16% per jaar tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bankwaarborg.

(c) Die volle verkoopsvoorwaardes wat deur die Balju of die Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Virginia hierdie 21ste dag van November 2004.

N Badenhorst, Roma Badenhorst & Seun, Atriumgebou, Unionstraat 15 (Posbus 21), Virginia, 9430.
Verwys: NB/MP/AP0182.

Aan: Die Klerk van die Hof, Virginia.

En aan: Die Baljukantore, Virginia.

Saak No. 132/2003

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN FICKSBURG GEHOU TE FICKSBURG

In die saak tussen Mnr JOHANNES VAN RENSBURG, 1ste Eiser, mev YOLANDA VAN RENSBURG, 2de Eiser, en JOSHUA RAPHALO RAPHALO, 1ste Verweerder, en MASELLOANE CLARA RAPHALO, 2de Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 17 Maart 2003 en lasbrief van eksekusie gedateer 22 April 2003 sal die volgende eiendomme in eksekusie verkoop word op Vrydag, 9 Januarie 2004 om 11h00 te die Landdroskantoor, Ficksburg te wete:

Sekere: Erf 447, geleë te Dorpsgebied Ficksburg, beter bekend as Langstraat 66, Ficksburg, Provinsie Vrystaat, beswaar onder Verband No. B8657/2002 ten gunste van Standard Bank.

Groot: 2 958 (twee nege vyf agt) vierkante meter.

Verbeterings: 'n Woonhuis met verskeie verbeterings.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,5% per jaar vanaf datum van bekragtiging van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

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

Geteken te Ficksburg op hierdie 18de dag van November 2003.

G J Botha, Du Toit Louw Botha Ingelyf, Prokureur vir Eiser, Piet Retiefstraat 81, Ficksburg.

Case No. 181/2003

**IN THE HIGH COURT OF SOUTH AFRICA
(Free State Provincial Division)**

In the matter between FIRST RAND BANK LTD (formerly known as FIRST NATIONAL BANK OF SA LTD), Plaintiff, and RATUTU LAZARUS SESING, Identity No. 6705235509088, 1st Defendant, and MAGDELIN MATSIETSI SESING, Identity No. 6508080694082, 2nd Defendant

Kindly take notice that pursuant to a judgment delivered by the High Court of South Africa (Free State Provincial Division) on the 6th day of February 2003 and a warrant of execution against immovable property dated the 7th day of February 2003, the undermentioned property will be sold by public auction to the highest bidder on Friday, the 9th day of January 2004, at 10:00 at the Magistrate's Court, Virginia Gardens, Virginia:

Erf 4864, Extension 6, situate in the Township Virginia, district Ventersburg, Province Free State, measuring 1 034 square metres, held under Deed of Transfer No. T9852/93 and better known as 31 Mazeppa Street Saaiplaas, Virginia.

The property comprises of a dwelling with entrance hall, lounge, dining room, 3 bedrooms, 1 bathroom, 1 wc, 1 garage, 1 servant's room with bath and wc. The property is zoned for residential purposes.

The conditions of sale which will be read prior to the sale, will be available for inspection at the offices of the plaintiff's attorney and the Sheriff of the Court, 45 Civic Avenue, Virginia.

Signed at Bloemfontein this 18th day of November 2003.

Deputy Sheriff, Virginia.

P D Yazek, Lovius-Block, Attorney for Plaintiff, Ground Floor, Standard Bank House, 15A West Burger Street (P O Box 819), Bloemfontein, 9300. Tel: (051) 430-3874/5/6/7/8. Fax: (051) 447-6441. PDY/rvz/S.14/03.

Saak No. 4409/2003

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VIRGINIA GEHOU TE VIRGINIA

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en THABO PAULUS HLALELE (ID 7811015157087),
Eksekusieskuldenaar**

Ingevolge 'n vonnis in die Landdroshof, Virginia, en 'n lasbrief vir eksekusie gedateer 27 Augustus 2003, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 23 Januarie 2004 om 10h00 te die Landdroskantoor te Virginia.

Erf No. 23, geleë te en beter bekend as Akkerweg 33, Virginia, distrik Ventersburg gesoneer vir woondoeleindes.

Groot: 1 270 vierkante meter, gehou kragtens Transportakte No. T014219/2002.

Verbeterings: 'n Woonhuis normale buitegeboue.

Voorwaardes van verkoping:

1. Die eiendom sal "voetstoots", onderhewig aan die bepalings van Absa Bank Beperk, aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig verkoop word.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 'n koers daarop bereken teen 17% per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaalbaar word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volledige verkoopsvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die Kantoor van die Balju, Virginia, nagesien word.

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

M J Willemse, Haasbroek-Willemse Ingelyf, Prokureurs vir Eksekusieskuldeiser, Haasbroek-Willemse Gebou, Virginia
Tuine Posbus 195, Virginia, 9430. Inv/ed/100394.

Saak No. 4409/2003

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VIRGINIA GEHOU TE VIRGINIA

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en THABO PAULUS HLALELE (ID 7811015157087),
Eksekusieskuldenaar**

Ingevolge 'n vonnis in die Landdroshof, Virginia, en 'n lasbrief vir eksekusie gedateer 27 Augustus 2003, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 23 Januarie 2004 om 10h00 te die Landdroskantoor te Virginia.

Erf No. 23, geleë te en beter bekend as Akkerweg 33, Virginia, distrik Ventersburg gesoneer vir woondoeleindes.

Groot: 1 270 vierkante meter, gehou kragtens Transportakte No. T014219/2002.

Verbeterings: 'n Woonhuis normale buitegeboue.

Voorwaardes van verkoping:

1. Die eiendom sal "voetstoots", onderhewig aan die bepalings van Absa Bank Beperk, aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig verkoop word.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 'n koers daarop bereken teen 17% per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopsvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die Kantoor van die Balju, Virginia, nagesien word.

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

M J Willemse, Haasbroek-Willemse Ingelyf, Prokureurs vir Eksekusieskuldeiser, Haasbroek-Willemse Gebou, Virginia
Tuine; Posbus 195, Virginia, 9430. Inv/ed/100394.

Saak No. 2320/2003

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VIRGINIA GEHOU TE VIRGINIA

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en DAVID JOHANNES HERCULAS MARKS
(ID 5711235028005), 1ste Eksekusieskuldenaar, en EMMERENTIA JACOMINA CHRISTINA MARKS (ID 5905100048003),
2de Eksekusieskuldenaar**

Ingevolge 'n vonnis in die Landdroshof, Virginia, en 'n lasbrief vir eksekusie gedateer 23 Mei 2003, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 16 Januarie 2004 om 10h00 te die Landdroskantoor te Virginia.

Erf No. 1487, geleë te en beter bekend as Sodiumstraat 26, Saaiplaas, Virginia, distrik Ventersburg gesoneer vir woondoeleindes.

Groot: 1 487 vierkante meter, gehou kragtens Transportakte No. T9862/1991.

Verbeterings: 'n Woonhuis met normale buitegeboue.

Voorwaardes van verkoping:

1. Die eiendom sal "voetstoots", onderhewig aan die bepalings van Absa Bank Beperk, aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig verkoop word.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 'n koers daarop bereken teen 16,75% per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopsvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die Kantoor van die Balju, Virginia, nagesien word.

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

M J Willemse, Haasbroek-Willemse Ingelyf, Prokureurs vir Eksekusieskuldeiser, Haasbroek-Willemse Gebou, Virginia Tuine, Posbus 195, Virginia, 9430. Inv/ed/I00110.

Saaknommer: 17816/02

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **SCHUTTE OOSTHUIZEN GEOKTROOIEERDE REKENMEESTER EN OUDITEURE, Eiser, en SANGANE ALBERT MKHEHLANE, Verweerder**

Ter uitwinning van 'n vonnis van die Landdroshof te Rustenburg en 'n lasbrief vir eksekusie gedateer 22/7/2003 in bogemelde saak, sal 'n verkoping sonder 'n reserwe prys gehou word voor die Landdroskantoor, Botshabelo, op 20 Januarie 2004 om 10:00, van die ondervermelde eiendomme van die Verweerder op die voorwaardes wat deur die Afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju, Campstraat Nr. 4, Thaba Nchu, en die Klerk van die Hof, Landdros, Botshabelo, voor die verkoping ter insae sal lê:

1. Erf 107, Seksie A1, Botshabelo, Registrasie Afdeling Thaba 'Nchu Rd, Vrystaat.

Groot: 8 312,0000 vierkante meter.

Gehou: Kragtens Akte van Transport GB2087/1990.

2. Erf 1722, Seksie L, Botshabelo, Registrasie Afdeling Thaba 'Nchu Rd, Vrystaat.

Groot: 1 775,0000 vierkante meter.

Gehou: Kragtens Akte van Transport G3305/1987.

3. Erf 1726, Seksie L, Botshabelo, Registrasie Afdeling Thaba 'Nchu Rd, Vrystaat.

Groot: 2 148,0000 vierkante meter.

Gehou: Kragtens Akte van Transport G352/1991.

4. Erf 2465, Seksie H, Botshabelo, Registrasie Afdeling Thaba 'Nchu Rd, Vrystaat.

Groot: 1 014,0000 vierkante meter.

Gehou: Kragtens Akte van Transport G643/1989.

Tien persent van die verkoopprys en afslaersgelde plus BTW kontant op die dag van die verkoping en die balans plus rente teen registrasie van transport, ten opsigte van elke eiendom. Ten opsigte van die balans moet 'n Bank- of Bougenootskap of ander aanneembare waarborg binne veertien dae vanaf verkoping verskaf word, ten opsigte van elke eiendom.

Geteken te Rustenburg hierdie 5de dag van Desember 2003.

Van Velden-Duffey Ingelyf, Prokureur vir Eiser, 2de Vloer, Biblio Plaza, H/v Van Staden & Smitstrate, Rustenburg. Verwys na: Mnr Pretorius/Maretha Strydom/PS0174.

Case: 1312/94

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

In the case between **HIGHLANDS DEVELOPMENT, Plaintiff, and POLIZA EZEKIAL RABOTENG, Defendant**

Notice is given hereby in pursuance of a Judgement dated 6th December 1994, by the above-mentioned court the under mentioned property will be sold in execution by public auction on 23rd January 2004 at 9:00 a.m., in front of the Magistrate's Court, Phuthaditjhaba, on conditions which will be read out prior to the sale:

The right, title and interest in:

Certain: Stand No. 746 "B", situated in the town of Phuthaditjhaba, district Witsieshoek.

Conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, Phuthaditjhaba.

Signed at Phuthaditjhaba on this 4th day of December 2003.

Thom Ferreira, Senior Legal Advisor, Free State Development Corporation, Clubview, P O Box 13901, Phuthaditjhaba. Tel: 058-7140060. Ref: MP/6/6/94.

Sheriff, Magistrate's Court, Phuthaditjhaba.

Case No.: 3082/2000

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

In the matter between: NEDCOR BANK BEPERK, Execution Creditor, and PHEELLO MICHAEL MAKHANYA, Execution Debtor

In pursuance of a judgment granted by the Honourable Court on 8 May 2000, and a warrant of execution served, take notice that the following property will be sold to the highest bidder at the Magistrate's Court, Oxford Street, Bethlehem, on Friday, 16 January 2004 at 12h00, in the morning, if the debt has not been settled in full:

Section 1 of Erf 3962, situated in the Town Bethlehem (Extension 46), district Bethlehem, Province Free State.

Measuring: 2 073 (two thousand and seventy three) square metres, held by virtue of Deed of Transfer T20571/1994.

Terms: The purchaser will pay 10% of the purchase price in cash immediately after the sale directly to the Sheriff, and the balance is to be secured by way of a bank or building society guarantee within 14 days after date of sale. The property will be sold to the highest bidder subject to the conditions of Section 66 of the Magistrate's Court Act, as amended, as well as the rights of any preferent creditors. The sale will take place without reserve, and the conditions of the sale of execution will be available for inspection at the office of the Sheriff, Bethlehem and the office of the Magistrate during office hours.

Signed at Bethlehem on 4 December 2003.

Ludwig Diener Inc, Attorney for Execution Creditor, 3rd Floor, Nedbank Building, 17 Pres. Boshoff Street, Bethlehem.

To: The Sheriff, Magistrate's Court, Bethlehem.

Saak Nr.: 3082/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen: NEDCOR BANK BEPERK, Eiser, en PHEELLO MICHAEL MAKHANYA, Eksekusieskuldenaar

Ter uitvoering van ons Vonnis van bogenoemde Agbare Hof en die Lasbrief tot Eksekusie, sal 'n verkoping van die volgende eiendom van die bogemelde Verweerder te die Landdroskantoor, Oxfordstraat, Bethlehem, gehou word op 16 Januarie 2004 om 12h00, naamlik:

Gedeelte 1, Erf 3962, geleë in die dorp Bethlehem (Uitbreiding 46), distrik Bethlehem, Provinsie Vrystaat.

Groot: 2 073 (tweeënduisend drie en sewentig) vierkante meter, gehou kragtens Transportakte T20571/1994.

Terme: Die Koper sal 10% van die koopprijs in kontant onmiddellik na die verkoping aan die Balju betaal en die balans deur 'n Bank of Bouvereniging waarborg binne 14 dae na verkoping van die eiendom, betaal. Die eiendom sal aan die hoogste bieder verkoop word en onderhewig aan die bepalinge van Artikel 66 van die Landdroshoewet, soos gewysig, en die regte van preferente skuldeisers, sonder reserwe, en die volgende verkoopvoorwaardes lê ter insae by die Kantoor van die Balju te Bethlehem en die Kantoor van die Landdros, Bethlehem gedurende kantoorure.

Aldus gedoen en geteken te Bethlehem op 4 Desember 2003.

Ludwig Diener Ingelyf, Prokureurs vir Eiser, 3de Vloer, Nedbankgebou, Pres. Boshoffstraat 17, Posbus 540, Bethlehem, 9700.

Aan: Die Balju, Bethlehem.

Case No.: 136/2002

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BETHLEHEM HELD AT KESTELL

In the matter between: DLAMINI LP, Plaintiff, and BOUWER S M, Defendant

In pursuance of a judgment of the above Honourable Court dated 3 December 2002, and warrant of execution dated 03/12/2002, the following property will be sold to the highest bidder on 16 January 2004 at 12h00 at the Magistrate's Court, Oxford Street, Bethlehem, namely:

Erf 437, Kestell, known as 2 De Wet Street, Kestell, situate in the Town and District of Kestell.

The improvements: 3 bedroom brick house, with single garage.

Terms: The purchaser shall pay 10% of the purchase price immediately after the sale into the hands of the Sheriff of the Magistrate's Court, the balance to be secured by a bank or building society guarantee within 14 days after the sale.

The property will be sold to the highest bidder without reserve price and conditions of sale can be inspected at the offices of the Sheriff of the Magistrate's Court, Van der Merwe Street, Bethlehem, and the offices of Hattingh Marais, Attorneys for Plaintiff, 3 Theron Street, Bethlehem.

Dated at Bethlehem on this 3rd day of December 2003.

Sheriff of the Magistrate's Court, Bethlehem.

Hattingh Marais, Attorneys for Plaintiff, 3 Theron Street, Bethlehem, 9700. (Ref: Mrs Prinsloo/Z38636.)

Case No.: 468/2001

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

**In the matter between: DANIEL LEPHONDO, Plaintiff, and LP MOKOENA, First Defendant, and
HL MOKOENA, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 2 May 2001, and warrant of execution dated 8 May 2001, the following property will be sold to the highest bidder on 16 January 2004 at 12h00 at the Magistrate's Court, Oxford Street, Bethlehem, namely:

Erf 86, known as 86 Malherbe Street, situate in the Town and District of Clarens, measuring 3 011 square metres, held by Deed of Transfer T14781/98.

Terms: The purchaser shall pay 10% of the purchase price immediately after the sale into the hands of the Sheriff of the Magistrate's Court, the balance to be secured by a bank or building society guarantee within 14 days after the sale.

The property will be sold to the highest bidder without reserve price and conditions of sale can be inspected at the offices of the Sheriff of the Magistrate's Court, Oxford Street, Bethlehem, and the offices of Hattingh Marais, Attorneys for Plaintiff, 3 Theron Street, Bethlehem.

Dated at Bethlehem on this 8th day of December 2003.

Sheriff of the Magistrate's Court, Bethlehem.

Hattingh Marais, Attorneys for Plaintiff, 3 Theron Street, Bethlehem, 9700. (Ref: Mrs Prinsloo/Z91070.)

KWAZULU-NATAL

Case No. 4018/2003

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and PARAMANTHAMAN NAICKER, Defendant

The undermentioned property will be sold in execution by the Sheriff, Lower Umfolozi, at the front steps of the Magistrate's Court, Union Street, Empangeni, KwaZulu-Natal, on 13 January 2004 at 11:00.

1. A unit consisting of:

(a) Section No. 56, as shown and more fully described on Sectional Plan No. SS93/1996, in the scheme known as Lalapalm, in respect of the land and building or buildings situate at Richards Bay, Umhlathuze Municipal Area, of which section the floor area, according to the said sectional plan is 66 (six six) 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. ST71558/02.

(2) An exclusive use area described as Garden No. G56, measuring 15 (one five) square metres being as such part of the common property comprising the land and the scheme known as Lalapalm, in respect of the land and building or buildings situate at Richards Bay, Umhlathuze Municipal Area, as shown and more fully described on Sectional Plan No. SS93/1996.

Held by Notarial Deed of Cession No. SK4241/02.

The property is situate at J103 Lala Palm, Dassiedal, Richards Bay, KwaZulu-Natal, and is improved by the construction thereon of a single storey dwelling consisting of 2 bedrooms, 1 bathroom, lounge and kitchen.

The full conditions of sale may be inspected at the abovementioned Office of the Sheriff at 12 Union Street, 1st Floor, Davidson Chambers, Empangeni.

Dated at Pietermaritzburg this 26th day of November 2003.

Tatham Wilkes Inc, Plaintiff's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref: H. M. Drummond/sb/G.272.)

Case No. 36139/02

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

**In the matter between: HOME BUILD FINANCE (PTY) LTD, t/a BONUS BUILDING SUPPLIERS, Execution Creditor,
and JUDITH TOKO DLAMINI (ID No. 6709060569084), Execution Debtor**

In pursuance of judgment granted on, in the Pietermaritzburg Magistrate's Court and under a writ of execution issued there-after, the immovable property listed hereunder will be sold in execution on 16th day of January 2003 at 11:00 am at Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Description: Portion 216 (of 204), Ockerts Kraal No. 1336, situate in the Province of KwaZulu-Natal, Pietermaritzburg, in extent 1 585 (one thousand five hundred and eighty five) square metres.

Street address: 47 Holy Road, Cleland, Pietermaritzburg.

Improvements: Held by the Execution Debtor in his/her/its name under Deed of Transfer No. T20626/1996.

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

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

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

4. Transfer shall be 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, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 27 November 2003.

B. J. Wilkes, for Smith & Wilkes Inc., Execution Creditor's Attorneys, 3rd Floor, Brasfort House, 262 Longmarket Street, Pietermaritzburg; P.O. Box 2242, Pietermaritzburg, 3200. [Tel: (033) 394-9182.] [Fax: (033) 394-9187.] (Ref: BON19/0074/AR.)

Address of Execution Debtor: Mrs Judith Toko Dlamini (ID No. 6709060569084) of 47 Holy Road, Cleland, Pietermaritzburg.

Case No. 59526/01

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
QINISO JEFFERY NGCOBO, Defendant**

In pursuance of a judgment granted on the 3rd July 2002 in the Magistrate's Court for the District of Durban held at Durban and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on the 8 January 2004 at 10:00 a.m. at the Ground Floor, 296 Jan Smuts Highway (cnr Buro Crescent), Mayville, Durban.

Description: Erf 3200, Chesterville, Registration Division FT, Province of KwaZulu-Natal, in extent 199 (one hundred and ninety nine) square metres.

Street address: House 3200, Road 3, Extension 1, Chesterville, Durban.

Improvements: Block under asbestos dwelling consisting of: 1 lounge, 2 bedrooms, 1 kitchen, 1 bathroom.

Zoning: Special Residential.

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

The full conditions of sale may be inspected at the office of the Sheriff, 296 Jan Smuts Highway, Mayville, Durban.

Dated at Pinetown this 26th day of November 2003.

Ngidi Gcolotela Peter Incorporated, c/o Kuboni & Shezi Attorneys, 3rd Floor, 40 Masonic Grove, Durban. (Mrs Peter/jm/ithala/235.)

Case No. 20321/2003

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
HUMPHRY MCEBISENI MKHIZE (ID: 6308155496087), Defendant**

The property shall on 8 January 2004 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 No. 1305, 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 buildings or building situate at Durban, in the eThekweni Municipality Area, of which section the floor area according to the said sectional plan is 76 (seventy six) square metres in extent; and

(b) an undivided share in the common property in the 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. ST9371/2002.

Postal address: Flat 1305, 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 two bedrooms, two bathrooms, the one en-suite to the main bedroom, one lounge and dining room in one, one kitchen, 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 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 the 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 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 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 24th 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/J007-037.)

Case No. 3696/03

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

**In the matter between NEDBANK LIMITED, formerly trading as NEDCOR BANK LIMITED, Plaintiff, and
HERVE JEAN ROLLAND, First Defendant, and PARAVATHY ROLLAND, Second Defendant**

The undermentioned property will be sold in execution at the Sheriff's Office, 1 Trevenen Road, Lotusville, Verulam, KwaZulu-Natal, on the 12th January 2004 at 09:00 am.

The property is situate at Erf 2731, Verulam (Extension 26), Registration Division FU, situate in the North Council Area, Verulam Entity, Province of KwaZulu-Natal, in extent 406 square metres.

Physical address: 3 Evergreen Circle, Oaklands, Verulam Extension 26, KwaZulu-Natal, on which there is a dwelling consisting of lounge, kitchen, 3 bedrooms, 1 bathroom.

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

Dated at Pietermaritzburg this 2nd day of November 2003.

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

Case No. 3696/03

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

**In the matter between NEDBANK LIMITED, formerly trading as NEDCOR BANK LIMITED, Plaintiff, and
HERVE JEAN ROLLAND, First Defendant, and PARAVATHY ROLLAND, Second Defendant**

The undermentioned property will be sold in execution at the Sheriff's Office, 1 Trevenen Road, Lotusville, Verulam, KwaZulu-Natal, on the 12th January 2004 at 09:00 am.

The property is situate at Erf 2731, Verulam (Extension 26), Registration Division FU, situate in the North Council Area, Verulam Entity, Province of KwaZulu-Natal, in extent 406 square metres.

Physical address: 3 Evergreen Circle, Oaklands, Verulam Extension 26, KwaZulu-Natal, on which there is a dwelling consisting of lounge, kitchen, 3 bedrooms, 1 bathroom.

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

Dated at Pietermaritzburg this 27th day of November 2003.

Von Klemperers, Plaintiff's Attorneys, 234 Berg Street, Pietermaritzburg. (Ref: J von Klemperer.)

Case No. 7880/2001

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

In the matter between: NEDCOR BANK LTD, Plaintiff, and PASSMORE SIBUSISO MKHWANAZI, Defendant

In pursuance of a judgment in the Court of the Magistrate of Newcastle dated 5 February 2002, the under mentioned immovable property will be sold in execution by the Sheriff on 14 January 2004 at 10:00, at the front entrance of the Magistrates Court, Newcastle, to the highest bidder:

Ownership Unit A9959, Madadeni, Registration Division HS, Province of KwaZulu-Natal, measuring 304 square metres.

Street address: Ownership Unit A9959, Madadeni.

Zoning: Residential.

Improvements: A single storey dwelling under tile roof consisting of 2 bedrooms and 3 other rooms.

None of the above improvements nor vacant possession is guaranteed.

Material conditions: The material conditions of sale are as follows:

1. The sale is without reserve and includes VAT (if any).
2. 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 days.
3. The property shall be deemed to have been purchased "voetstoots". The full conditions of sale applicable can be inspected at the offices of Plaintiff's Attorneys, or the Sheriff, Newcastle.

Dated at Newcastle on this 21st day of November 2004.

(Sgd) L. du Toit, Saville & Steinhobell Attorneys, Plaintiff's Attorneys, 46 Voortrekker Street, Newcastle.

Case Number: 6644/2002

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: PEOPLES BANK LIMITED, Plaintiff, and Mr ROBERT VUSUMUZI BANGANI, First Defendant, and Mrs FIKILE BANGANI, Second Defendant

In pursuance of a judgment granted on the 21st day of January 2003, in the High Court of South Africa (Durban and Coast Local Division), in this matter and under a Writ of Execution issued thereunder, the immovable property listed hereunder will be sold in execution on Monday, the 12th day of January 2004 at 09h00, at the Sheriff's Office, 1 Trevenen Road, Lotusville, Verulam, to the highest bidder, without reserve:

Description: Erf 489, Briardale, Registration Division FT, Province of KwaZulu-Natal.

In extent: 225 square metres, held by Deed of Transfer No. T35857/98.

Improvements: Double storey semi detached brick under tile dwelling comprising of upstairs: Main bedroom, 2 other bedrooms.

Downstairs: Open plan lounge and diningroom, kitchen, toilet, bathroom, staircase, double manual garage & burglar guards.

Physical address: 22 Nordale Road, Newlands West, KwaZulu-Natal.

Town planning: Zoning: (The accuracy hereof is not guaranteed). Special Residential 180.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the High Court and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% of the purchase price in cash, plus the Verulam, Inanda Area 2, Sheriff's commission and value added tax immediately after the conclusion of the sale, the balance against transfer to be secured by a Bank or a Building Society guarantee to be approved by the Execution Creditor's Attorneys and to be furnished to the Sheriff, Verulam, Inanda Area 2 within 21 (twenty one) days after the date of the sale.

3. The property shall be sold as it stands.

4. The full Conditions may be inspected at the offices of the Sheriff, Verulam, Inanda Area 2, at 1 Trevenen Road, Lotusville, Verulam, or at our Offices.

Dated at Durban this 28th day of November 2003.

Legator McKenna Incorporated, Execution Creditor's Attorney, 21st Floor, Eagle Building, 357 West Street, Durban, 4001.
Ref: Mrs Nelson/PP/D0130.

Case Number: 6644/2002

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

In the matter between: PEOPLES BANK LIMITED, Plaintiff, and Mr ROBERT VUSUMUZI BANGANI, First Defendant, and Mrs FIKILE BANGANI, Second Defendant

In pursuance of a judgment granted on the 21st day of January 2003, in the High Court of South Africa (Durban and Coast Local Division), in this matter and under a Writ of Execution issued thereunder, the immovable property listed hereunder will be sold in execution on Monday, the 12th day of January 2004 at 09h00, at the Sheriff's Office, 1 Trevenen Road, Lotusville, Verulam, to the highest bidder, without reserve:

Description: Erf 489, Briardale, Registration Division FT, Province of KwaZulu-Natal.

In extent: 225 square metres, held by Deed of Transfer No. T35857/98.

Improvements: Double storey semi detached brick under tile dwelling comprising of upstairs: Main bedroom, 2 other bedrooms.

Downstairs: Open plan lounge and diningroom, kitchen, toilet, bathroom, staircase, double manual garage & burglar guards.

Physical address: 22 Nordale Road, Newlands West, KwaZulu-Natal.

Town planning: Zoning: (The accuracy hereof is not guaranteed). Special Residential 180.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the High Court and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% of the purchase price in cash, plus the Verulam, Inanda Area 2, Sheriff's commission and value added tax immediately after the conclusion of the sale, the balance against transfer to be secured by a Bank or a Building Society guarantee to be approved by the Execution Creditor's Attorneys and to be furnished to the Sheriff, Verulam, Inanda Area 2 within 21 (twenty one) days after the date of the sale.
3. The property shall be sold as it stands.
4. The full Conditions may be inspected at the offices of the Sheriff, Verulam, Inanda Area 2, at 1 Trevenen Road, Lotusville, Verulam, or at our Offices.

Dated at Durban this 28th day of November 2003.

Legator McKenna Incorporated, Execution Creditor's Attorney, 21st Floor, Eagle Building, 357 West Street, Durban, 4001.
Ref: Mrs Nelson/PP/D0130.

Case No. 3520/2000

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

In the matter between: BOE BANK LIMITED (formerly known as NBS BOLAND BANK LIMITED), Plaintiff, and SIBONGILE PRECIOUS KHUZWAYO, Defendant

In pursuance of a judgment granted on the 7th of June 2000, in the High Court of South Africa (Durban and Coast Local Division), the following immovable property belonging to the Defendant, will be sold in execution on the 14th of January 2004 at 10:00, at the Sheriff's Offices, V1030, Block C, Room 4, Umlazi, to the highest bidder:

Property description: Erf 1012, Umlazi BB, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 601 (six hundred and one) square metres, held under Deed of Grant Number TG6202/86 KZ dated 20 October 1986.

Physical address: BB1012, Umlazi Township, Umlazi.

Improvements: The property has been improved by the erection of a dwelling house or business under tiled roof consisting of 2 bedrooms, 1 dining room, 1 bathroom, 1 kitchen with electricity. *Outbuilding:* 2 rooms, 1 bathroom, 1 toilet. *Structure:* Unplastered.

Nothing is guaranteed in respect of the above.

Zoning: Special Residential.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Umlazi, at V1030, Room 4, Umlazi, and at the offices of Thorpe & Hands Incorporated, 4th Floor, 6 Durban Club Place, Smith Street, Durban, during normal office hours.

Dated at Durban this 17th day of November 2003.

Thorpe & Hands Inc., Plaintiff's Attorney, 4th Floor, 6 Durban Club Place, Smith Street, Durban. (Ref.: Mr K. Walker/pi/08/P072/010.)

Case No. 1038/03

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

In the matter between: FIRST RAND BANK LIMITED, Plaintiff, and KHOLISILE NQAYANA, Defendant

The undermentioned property will be sold in execution at Ground Floor, 296 Jan Smuts Highway (cnr Buro Crescent), Mayville, Durban, KwaZulu-Natal, on the 8th January 2004 at 10:00 am.

The property is situate at:

(a) A unit, consisting of Section No. 6, as shown and more fully described on Sectional Plan No. SS57/87, in the scheme known as Park Bay, in respect of the land and building or buildings situate at Durban, City of Durban, KwaZulu-Natal, of which the floor area according to the said sectional plan is 94 square metres; 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 certificate of Registered Title No. ST14927/97).

Physical address: Flat No. 23, Park Bay, 9 Lloyd Street, Central Durban, KwaZulu-Natal, which has a unit consisting of lounge, kitchen, 3 bedrooms, bathroom and toilet.

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

Dated at Pietermaritzburg this 19th day of November 2003.

Von Klemperers, Plaintiff's Attorneys, 234 Berg Street, Pietermaritzburg. (Ref: J. von Klemperer.)

Case No. 4487/2002

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

In the matter between: ABSA BANK LIMITED (86/04794/06), Plaintiff, and WAYNE PONTUS, 1st Defendant, and CARMEN KIM PONTUS, 2nd Defendant

In terms of a judgment of the above Honourable Court dated 18 September 2003 a sale in execution will be held at 09h00 on 12 January 2004, at the Sheriff's Office, 1 Trevenen Road, Lotusville, Verulam, to the highest bidder without reserve:

Lot 138, Mount Moreland, situate in the Development Area of Mount Moreland and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 701 (one thousand seven hundred and one) square metres held under Deed of Transfer No. T13773/96, subject to the conditions therein contained.

Physical address: 5 Charles Street, Mount Moreland, Durban North.

The following information is furnished but not guaranteed: Double storey brick under tile dwelling comprising of: *Upstairs:* 2 bedrooms (carpeted), lounge (carpeted), toilet & bathroom combined. *Downstairs:* 1 bedroom, open plan lounge, diningroom (tiled, with a bar) & kitchen (tiled, BIC), toilet (tiled, wash basin), wooden manual gates, tarred driveway, wooden fencing.

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

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff of the High Court, 1 Trevenen Road, Lotusville, Verulam.

Dated at Durban this 17 November 2003.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. Telephone: (031) 304-7614/5. (Ref: CMK/A0078/89/MS Meyer.)

Case No: 4146/2003

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between: ABSA BANK LIMITED (86/04794/06), Execution Creditor, and ASHOKUMAR BAICHU, 1st Execution Debtor, and DHAVRANDREE BAICHU, 2nd Execution Debtor

In terms of a judgment of the above Honourable Court dated the 22 August 2003, a sale in execution will be held on Monday, the 12 January 2004 at 09h00 at the Sheriff's Office, 1 Trevenen Road, Lotusville, Verulam, to the highest bidder without reserve:

Erf 157, Redcliff, Registration Division FU, in the Development Area of Redcliff and in the Port Natal-Ebhodwe Joint Service Board Area, Province of KwaZulu-Natal, in extent 165 (one hundred and sixty five) square metres, held by Deed of Transfer No T30656/97, subject to the terms and conditions contained therein.

Physical address: 157 Orchard Drive, Redcliffe.

The following information is furnished but not guaranteed: Concrete block under cement, tiled semi-detached homogenous council dwelling consisting of: Lounge, kitchen 1 bathroom, 1 toilet, 2 bedrooms, 1 carport, walling and paving.

(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, 1 Trevenen Road, Lotusville, Verulam, or at our offices.

Dated at Durban this 18 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/A0078/155/Ms Meyer.)

Case No 5389/2000

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

In the matter between: FERROBOND (PROPRIETARY) LIMITED, Execution Creditor, and SAMSON RAMIAH, 1st Execution Debtor, and ALLINE RAMIAH, 2nd Execution Debtor

The following property will be sold on the 12th January 2004 at 9:00 at the front entrance to the Sheriff's Office, 1 Trevenen Road, Lotusville, Verulam, by the Sheriff of the High Court, Inanda District 2 to the highest bidder:

Erf 439, La Mercy (Ext 1), Registration Division FT, situate in the North Local Council Area, Province of KwaZulu-Natal, in extent 931 square metres (15 Lobelia Crescent, La Mercy).

The following improvements are furnished but nothing is guaranteed: Double storey brick under tile dwelling comprising of: *Upstairs*: 5 bedrooms (carpeted, 1 with b.i.c. and 1 with en-suite), toilet and bathroom complete. *Downstairs*: Lounge (tiled), diningroom (tiled), kitchen (tiled, b.i.c., hob-eye-level over and scullery), toilet and bathroom combined, double manual garage, tarred driveway, burglar guards and a verandah.

The sale shall be subject to the terms and conditions of the High Court and the Rules made thereunder and the Purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full Conditions of Sale may be inspected at the offices of the Sheriff for the High Court, Inanda District 2, 1 Trevenen Road, Lotusville, Verulam.

W J S Jooste, Attorney for Execution Creditor, De Jager Steyn Maritz Inc, 4th Floor, DSM Building, Scott Street, Newcastle. Tel 034 - 3152226. (Ref. Mrs Zietsman/RF 0116/F.192.)

Case No. 7109/03

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

In the matter between: FIRSTRAND BANK LTD, Plaintiff, and CA PAUL, 1st Defendant, and M PAUL, 2nd Defendant

The following property will be sold in execution, by the Sheriff of the High Court, Inanda Area 2, on the 12 January 2004 at 09h00, at the Sheriff's office at 1 Trevenen Road, Lotusville, Verulam.

Certain: Erf 1508, Newlands (Extension No. 16), Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent 360 (three hundred and sixty) square metres, held under Deed of Transfer No. T14989/97. The property is a corner property and has 2 addresses namely: 2 Trumpet Place and 133 Sawfish Road, Newlands East.

Zoning of property: Special Residential.

The property is improved, without anything warranted by a single storey brick under tile dwelling consisting of: 1 bedroom, open plan lounge & kitchen, toilet & shower (combined).

The material terms are 10% deposit, balance payable on transfer, guarantees within 14 days of sale. The full conditions can be inspected at the offices of the Sheriff of the High Court, 1 Trevenen Road, Lotusville, Verulam.

Dated at Durban this 6 November 2003.

Woodhead Bigby & Irving. Ref. CSS/LP/15F4611A3.

Case No. 31539/2003

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

In the matter between: BODY CORPORATE OF MONTE VISTA TWO, Plaintiff, and JOHAN HENDRIK PACE (ID 7810245071084), Defendant

The property shall on 8 January 2004 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 23, as shown and more fully described on Sectional Plan No. SS573/1996, in the scheme known as Monte Vista Two, in respect of the land and building or buildings situate at Bellair, in the eThekweni Municipality Area, of which section the floor area, according to the said sectional plan is 53 (fifty three) square metres in extent; and

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

Held under Deed of Transfer No. ST 16133/2001.

Postal address: Flat 138, Monte Vista Two, 47 Corumbene Street, Bellair, Durban.

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

Zoning: General Residential Area 1.

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 cost 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 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 24th day of November 2003.

Lomas-Walker & Associates, Attorneys 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/07/M046-014.)

Case No. 383/02

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

In the matter between: ITHALA LIMITED, Plaintiff, and GOODWILL BONGANI LEMBEDE, Defendant

In pursuance of a judgment granted on the 15th January 2003 in the Magistrate's Court for the district of Umbumbulu held at Umbumbulu, the immovable property listed hereunder will be sold in execution on the 16th January 2004 at 10:00 a.m., at the South Entrance of the Magistrate's Court, Umbumbulu.

Description: Erf 1064, kwaMakhutha A, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 325 (three hundred & twenty five) square metres.

Street address: A1064 KwaMakhutha, P.O. KwaMakhutha.

Zoning: Special Residential.

The sale shall be for Rands and no bids of less than one hundred rands (R100,00) shall be accepted.

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

1. The purchaser shall pay a deposit of ten percent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a Bank or Building Society Guarantee to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff of the Court or the Auctioneer within fourteen (14) days after the sale.

2. The Purchaser shall be liable for payment of interest at the rate of 20% per annum to the bondholder, Ithala Limited, on the amount outstanding by the Execution Debtor to the Execution Creditor as at the date of sale or the purchaser price whichever is the lesser, calculated from the date of sale to the date of transfer, both days inclusive.

3. Transfer shall be effected by the Attorneys for Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon the request by the said attorney.

4. The property and the improvements thereon are sold "voetstoots" and without any warranties.

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

6. *Improvements:* 1 lounge, 2 bedrooms, 1 kitchen, 1 bathroom, 1 shower, 1 toilet, concrete floor (there are no guarantees).

Dated at Durban this 25th day of November 2003.

Kuboni & Shezi Attorneys, Execution Creditor's Attorneys, 3rd Floor, 40 Masonic Grove, Durban: DX 124. Ref. GXM/ad/KFC/Ithala Sub 130. Tel. 031 301 4164/5.

Case No. 5226/2003

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

In the matter between: BOE BANK LIMITED (Reg. No. 1951/000847/06), Plaintiff, and ZAMOKWAKHE CAIPHAS MTHIYANE, First Defendant, and ZININGI JULIA MTHIYANE, Second Defendant

In execution of a judgment of the High Court of South Africa (Natal Provincial Division), the following immovable property belonging to the abovenamed Defendant, will be sold in execution on Friday, 9 January 2004 at 09h00 by the Sheriff of the High Court at 17 Drummond Street, Pietermaritzburg, to the highest bidder, without reserve:

Erf 976, Edendale BB, Registration Division FT, Province of KwaZulu-Natal, in extent four hundred and forty eight (448) square metres.

Improvements: The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situate at House 1349, Unit BB, Edendale, Pietermaritzburg, KwaZulu-Natal.
2. The property is improved with a single storey dwelling house under brick and tile comprising 3 bedrooms, 2 w.c., 1 bathroom, lounge, diningroom and kitchen. No outbuildings.
3. The full conditions of sale may be inspected at the office of the Sheriff of the High Court, 17 Drummond Street, Pietermaritzburg.

Dated at Pietermaritzburg this 4th day of December 2003.

Dawsons, Plaintiff's Attorneys, 271 Prince Alfred Street, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/00.)

Case No. 36978/02

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

In the matter between: BODY CORPORATE OF CRATEFORD COURT, Plaintiff, and Mrs K SAMDHAN, Defendant

In pursuance of a judgment granted on the 12 September 2002 in the Durban Magistrate's Court under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 8 January 2004 at 10h00 at Ground Floor, 296 Jan Smuts Highway (cnr Buro Crescent), Mayville, Durban, to the highest bidder.

Description:

1. (a) A unit consisting of Section No. 32, Crateford Court Park and shown and more fully described in Sectional Plan No. SS142/1988, in the scheme known as Crateford Court in respect of the land and building or buildings, situate at Durban, Ethekwini Municipality of which the floor area, according to the sectional plan, is 90 (ninety) 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 and held under Deed of Transfer No. ST11110/1991, in extent 90 (ninety) square metres.

Physical address: 65 Crateford Court, 180 Berea Road, Durban.

Improvements: One flat consisting of one bedroom-wooden-tiled, one toilet, one bathroom with shower and bath, one lounge, one diningroom and one kitchen (built-in cupboards).

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% of the purchase price in cash or by bank guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorney to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of the sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of sale.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, at Ground Floor, 296 Jan Smuts Highway (cnr Buro Crescent), Mayville, Durban.

Dated at Durban on this 27th day of November 2003.

Jackson & Ameen, Plaintiff's Attorneys, Suite 15, 2nd Floor, Mangrove Beach Centre, 91 Somtseu Road, North Beach, Durban. Ref: NA/PK/05C250001.

Case No. 1433/02

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between: BOE BANK LIMITED, Plaintiff, and RAMJIAWON BIPATRAM, First Defendant, and LEELAWATHI BIPATRAM, Second Defendant

The undermentioned property will be sold in execution at the Sheriff's Office, 1 Trevenen Road, Lotusville, Verulam, KwaZulu-Natal, on the 12th January 2004 at 09:00 am.

The property is situate at Lot 1138, Hillgrove, situate in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 531 square metres.

Physical address: 113 Springhill Place, Hillgrove, Newlands West, KwaZulu-Natal, on which there is a dwelling consisting of lounge, kitchen, 3 bedrooms, 2 bathrooms, 1 shower and toilet.

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 Klemperers, Plaintiff's Attorneys, 234 Berg Street, Pietermaritzburg. (Ref. J von Klemperer.)

Case No. 17445/98

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

**NEDBANK LIMITED (successors to BOE BANK LIMITED), Judgment Creditor, and
SETPROPS 1038 CC, Judgment Debtor**

In pursuance of a judgment and writ of execution of this Court, the immovable property listed hereunder will be sold in execution on Friday, 9th January 2004 at 11:00, by the Magistrate's Court, Sheriff, Pietermaritzburg, at 277 Berg Street, Pietermaritzburg, to the highest bidder, subject to the conditions of sale.

Portion 1 of Erf 22, Raisethorpe, Registration Division FT, Province of KwaZulu Natal, in extent 872 (eight hundred and seventy two) square metres, held under Deed of Transfer No. T21321/95, situate at 582 Old Greytown Road, Northdale, Pietermaritzburg.

The following information is given about the immovable property but is not guaranteed: *Zoning*: Special Residential. *Improvements*: A single storey freestanding shop building constructed of facebrick under corrugated iron being approximately 113 square metres and consisting of 2 shops, each having a toilet and one having a storeroom; and an outside toilet. The property has concrete fencing.

2. The purchaser shall pay the Sheriff's commission and a deposit of 10% of the purchase price in cash, immediately after the sale, and the balance with interest against transfer, to be secured by a bank guarantee to be furnished to, and approved by, the Plaintiff's attorneys within 14 days after the sale.

3. The purchaser shall pay all transfer dues, transfer duty, and/or Value Added Tax, current and/or arrear rates/levies and other necessary charges to effect transfer on request by the Plaintiff's attorneys.

The full conditions of sale, which may be inspected at the office of the aforesaid Sheriff at 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg on December 2003.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref: RSH/26n0360/03.)

Case No. 7303/2002

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

In the matter between: ABSA BANK LTD, Plaintiff, and RAJEEV RAMPURSAT, Defendant

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division) dated the 27 November 2002 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the High Court, Inanda Area 2 on Monday, the 12th January 2004 at 09:00 am at the Sheriff's Office, 1 Trevenen Road, Lotusville, Verulam, to the highest bidder:

Property description: Erf 849, Castlehill, Registration Division FT, Province of KwaZulu-Natal, in extent 422 (four hundred and twenty two) square metres, held under Deed of Transfer T11205/2002.

Physical address: 16 Padcastle Place, Castlehill.

Improvements: A dwelling consisting of: Kitchen, lounge, 3 bedrooms, 1 bathroom, 1 separate toilet and swimming pool. *Outbuilding*: 1 garage. But nothing is guaranteed in respect thereof.

Town planning zoning: Residential.

Special privileges: Nil.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale together with the Sheriff's commission.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within twenty one (21) days after the date of the sale.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. The purchaser shall pay Auctioneer's charges of 5% of the first R30 000,00 of the purchase price, thereafter 3% on the balance subject to a minimum of R300,00 and a maximum of R7 000,00 on the purchase price at the time of the sale.
6. Transfer shall be effected by Johnston & Partners, the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said attorneys.
7. The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Inanda Area Two, 1 Trevenen Road, Lotusville, Verulam, or the offices of Johnston & Partners.

Dated at Durban this the 17th day of November 2003.

Johnston & Partners, Plaintiff's Attorneys, 169 Stamford Hill Road, Morningside, Durban. (Ref: A Johnston/jjl/04T06469B.)

Case No. 2694/2003

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

In the matter between **FIRSTRAND BANK LIMITED, Plaintiff, and MOONSAMY SUBRIMONY, 1st Defendant, and SAVITHRI SUBRIMONY, 2nd Defendant**

1. The following property will be sold by the Sheriff for the High Court, Chatsworth, on the 13th day of January 2004 at 10h00, at the Chatsworth Magistrates Court, Justice Street, Unit 5, Chatsworth, to the highest bidder without reserve:

Portion 232, of Erf 101, Chatsworth, Registration Division FT, Province of KwaZulu-Natal, in extent 209 square metres, held under Deed of Transfer No. T46677/99 and having physical address at 61 Equality Avenue, Croftdene, Chatsworth, KwaZulu-Natal, and which, without anything being warranted thereby, is zoned special residential and is improved by a dwelling comprising, lounge, kitchen, 2 bedrooms, shower, wc & 3 servants rooms and 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, 7 Highway Place, Moveni Heights, Chatsworth.

Dated at Durban this 8th day of December 2003.

W N Mann, John Koch & Company, Plaintiffs Attorney, 5th Floor, 6 Durban Club Place, Durban. (Our ref: WNM/AS/F4358.)

Case No. 64581/02

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

In the matter between **BODY CORPORATE OF CONSTANTIA COURT, Plaintiff, and Ms B. V. MLAMBO, Defendant**

In pursuance of a Judgment granted on 5 December 2002 in the Durban Magistrate's Court under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 22 January 2004 at 10h00 at Ground Floor, 296 Jan Smuts Highway (corner of Buro Crescent), Mayville, Durban, to the highest bidder:

Description:

1. (a) A unit consisting of section number 55 Constantia Court Mansions and shown and more fully described in Sectional Plan No. SS352/1985, in the scheme known as Constantia Court in respect of the land and building or buildings situate at Durban, Ethekwini Municipality of which the floor area, according to the sectional plan, is 50 (fifty) 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 and held under Deed of Transfer No. ST437/1998, in extent 50 (fifty) square metres.

Physical address: 84 Constantia Court, 20 St Georges Street, Durban.

Improvements: One bachelor flat with a built-in balcony consisting of one bedroom, one toilet and bathroom (combined) with bath and one kitchen (with built-in cupboards).

Material conditions:

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

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

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the Conditions of Sale.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court at Ground Floor, 296 Jan Smuts Highway (corner of Buro Crescent), Mayville, Durban.

Dated at Durban on this 5th day of December 2003.

Jackson & Ameen, Plaintiff's Attorneys, Suite 15, 2nd Floor, Mangrove Beach Centre, 91 Somtseu Road, North Beach, Durban. (Ref: NA/PK/05C240017.)

MPUMALANGA

Saak No. 492/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

In die saak tussen: **JACKSON NKOSI, Eiser, en DORAH LUBISI, Verweerder**

Ingevolge 'n lasbrief van die Landdros van Barberton, sal die volgende eiendom per openbare veiling verkoop word op 13de Januarie 2004 om 10h30 by die Landdroskantoor, Barberton:

Die Verweerder se reg, titel en belang in en tot: Erf 2204, geleë in die Dorpsgebied van Emjindini Uitbreiding 7, Registrasie Afdelingk JU, Transvaal, groot 296 (twee honderd ses en negentig) vierkante meter.

Eiendom gehou kragtens Akte van Transport.

Hierdie erf sal aan die hoogste bieder vir kontant verkoop word onderhewig aan enige verbande, indien enige, asook die voorwaardes uiteengesit in die verkoopsvoorwaardes wat by die Balju van die Landdroshof se kantoor vir insae lê.

Geteken te Barberton op hierdie 18 November 2003.

B van Rensburg, Mnre Bekker Van Rensburg, Generaalstraat 10; Posbus 253, Barberton, 1300. (Verw: JJVR/WR/SN109/N150.)

Saak No. 1082/02

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

In die saak tussen: NKOMAZI MUNISIPALITEIT, Eiser, en M A MASEKO, Verweerder

Ingevolge 'n lasbrief van die Landdros van Barberton, sal die volgende eiendom per openbare veiling verkoop word op 13de Januarie 2004 om 10h30 by die Landdroskantoor, Barberton:

Die Verweerder se reg, titel en belang in en tot: Erf 13, geleë in die dorpsgebied van Hectorspruit Uitbreiding 1, Registrasie Afdeling J U Transvaal, groot 1 834 (een duisend agt honderd vier en dertig) vierkante meter,

Eiendom gehou kragtens Akte van Transport No. T110639/1995.

Hierdie erf sal aan die hoogste bieder vir kontant verkoop word onderhewig aan enige verbande, indien enige, asook die voorwaardes uiteengesit in die verkoopsvoorwaardes wat by die Balju van die Landdroshof se kantoor vir insae lê.

Geteken te Barberton op hierdie 17 November 2003.

B van Rensburg, Mnre Bekker Van Rensburg, Generaalstraat 10; Posbus 253, Barberton, 1300. (Verw: JJVR/WR/SN231/V46.)

Case No. 3652/03

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

In the matter between: EMALAHLENI PLAASLIKE MUNISIPALE RAAD, Plaintiff, and J D JACOBS, Defendant

In pursuance of a judgment of the abovementioned Honourable Court and a warrant of execution dated 2 July 2003, the property listed hereunder will be sold in execution on Wednesday, the 14th day of January 2004 at 10:00 in front of the Magistrate's Office, Delville Street, Witbank:

Description: Portion 54 of the farm Zeekoeiwater 311.

Address: Portion 54 of the farm Zeekoeiwater 311, Witbank.

Property: The property being improved consisting of: Iron roof house with face brick, two bedrooms, kitchen, toilet on the outside, pump provides water, no electricity, wire fencing.

The property will be sold "voetstoots" to the highest bidder who will have to pay all outstanding rates and levies, and will have to comply with the conditions of sale which are available for inspection at the office of the Sheriff, Witbank, as well as at the attorneys of the Plaintiff, Van Heerden & Brummer Incorporated.

Dated at Witbank on this the 26th day of November 2003.

Van Heerden & Brummer (Incorporated), Attorneys for Plaintiff, cnr President & Plumer Streets, Private Bag X7286, Witbank, 1035. Ref.: Mrs Fourie/222993/65087.

Saak No. 3314/03

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ERMELO GEHOU TE ERMELO

In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en Mnr T O A FAKUDE, 6508015393081, 1ste Eksekusieskuldenaar, en Mev. S H E FAKUDE, 6610160461083, 2de Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof van Ermelo op 30 September 2003 sal die onderstaande eiendom om 10h00 op 16 Januarie 2004 te Landdroskantoor, Jan van Riebeeckstraat 17, Ermelo, 2350, geregteelik verkoop word aan die hoogste bieder:

Beskrywing: Erf 3351, Uitbreiding 14, geleë in die dorp Ermelo, Registrasie Afdeling IT, Provinsie Mpumalanga, ook bekend as Harderwyk 22, Nederlandpark, Ermelo, groot 1 524 (eenduisend vyfhonderd vier en twintig) vierkante meter, gehou kragtens Akte van Transport T92992/01.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Eiendom is verbeter met 'n woonhuis en buitegeboue.

Voorwaardes: Volledige verkoopsvoorwaardes wat onmiddellik voor die veiling uitgelees sal word, lê by die kantore van die Balju van die Landdroshof, Ermelo, te Jan van Riebeeckstraat 9, Ermelo, ter insae en is die belangrikste bepalings daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegestaan is, 10 (tien) persent van die koopprijs aan die Balju van die Landdroshof te Ermelo, betaal en vir die balans van die koopprijs moet die koper 'n bankwaarborg aan die Balju vir die Landdroshof, Ermelo, lewer binne 30 (dertig) dae na datum van verkoping.

(b) Die koper sal aanspreeklik wees om onmiddellik na die bod op hom toegestaan is, die verkoopsvoorwaardes te onderteken.

(c) Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastinge, indien enige, tesame met belasting op toegevoegde waarde daarop, asook ander uitgawes wat nodig is om transport te laat geskied.

(d) Die koper moet afslagsgelde op die dag van die verkoping aan die Balju van die Landdroshof, Ermelo, betaal, tesame met 14% (veertien) persent BTW op sodanige kommissie.

Gedateer te Ermelo hierdie 29ste dag van Mei 2003.

E T Slabbert, Eiser se Prokureurs, Wheeler & Slabbert Prokureurs, Jan van Riebeeckstraat 15, Ermelo, 2350. Tel. (017) 819-5668. Docex 2, Ermelo. Verw. Mnr Slabbert/ZMJ. Lêer Nr. E00185.

Saak No. 9418/02

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen: NEDBANK BEPERK, Eiser, en KOOLVELDE EIENDOMME BK, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof, in bogemelde saak op 17 September 2003 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Middelburg, op 9 Januarie 2004 om 12h00 die ondervermelde eiendom in eksekusie verkoop te Zuidstraat 88, Middelburg, aan die hoogste bieder.

Die eiendom wat aldus te koop aangebied word staan bekend as:

Gedeelte 17 van Erf 3967, Middelburg Uitbreiding 11 Dorpsgebied, Registrasie Afdeling JS, provinsie Mpumalanga, groot 2 400 (tweeëuisend vierhonderd) vierkante meter, gehou kragtens Akte van Transport T43886/1999, geleë te Zuidstraat 88, verbeter deur 'n woonhuis en buitegeboue.

Die koper moet 'n deposito van 10% van die koopprijs, Balju fooie en agterstallige belastinge betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Middelburg.

Aldus gedoen en geteken te Middelburg op 4 Desember 2003.

Terblanche-Pistorius Ing, President Krugerstraat 23, Posbus 2128, Middelburg, 1050. (Docex 7.) [Tel: (013) 282-7304.] [Faks: (013) 243-2630.] (Verw: ALT/nb/BBT897.)

Saak No. 9647/02

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen ABSA BANK BPK, Eiser, en MULLER FAMILIE TRUST, 1ste Verweerder, JOHAN LODEVICUS MULLER, 2de Verweerder, en SHIRLEY MULLER, 3de Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof van Witbank en 'n lasbrief vir eksekusie gedateer 29 Oktober 2003, sal die vaste eiendom hierin genoem, in eksekusie verkoop word voor die perseel op Woensdag, die 14de dag van Januarie 2004 om 11h30:

Eiendom beskrywing: Erf 204, Reyno Rif, Witbank Dorpsgebied, Registrasie Afdeling JS, provinsie van Mpumalanga, groot 1 994 (eenduisend negehonderd vier en negentig) vierkante meter.

Fisiese adres: Minervalaan 21, Reyno Rif, Witbank.

Eiendom: Synde 'n verbeterde/onverbeterde perseel met onder andere die volgende:

Teëldakwoning met gepleisterde mure, 4 slaapkamers, 2 badkamers, sitkamer, TV kamer, studeerkamer, eetkamer, kombuis, bediende kwater, 3 motorhuise met sement opritte, swembad, omhein met steenmuur.

Geen van die verbeterings word gewaarborg nie.

Verkorte voorwaardes: Die eiendom word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastinge moet betaal asook rente op Eiser se eis en al die verkoopsvoorwaardes moet nakom wat ter insae lê by die Balju, Witbank, en by die Eiser se Prokureurs, Van Heerden & Brummer Ingelyf.

Gedateer te Witbank op hierdie 4de dag van Desember 2003.

Van Heerden & Brummer (Ing), Prokureurs vir Eiser, h/v President- & Plumerstraat, Privaatsak X7286, Witbank, 1035. [Tel: (013) 656-1621.] (Verw: Mnr Brummer/tr/223879.)

Saak No. 10383/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

**In die saak tussen: FEDERATED TIMBERS NABUILD (EDMS) BPK, Eiser, en
SHIRLEY BUILDING CONTRACTORS BK (HERMAN MAMBA), Verweerder**

Ingevolge 'n vonnis toegetaan in die Landdroshof van Witbank en 'n lasbrief vir eksekusie gedateer 11 Maart 2003 sal die vaste eiendom hierin genoem, in eksekusie verkoop word voor die Landdroskantoor, op 14 Januarie 2004 om 10h00.

Eiendoms beskrywing: Erf 206, Hlalanikahle Uitbreiding 3, Witbank.

Fisiese adres: 1983 Jurindabastraat, Ackerville, Witbank.

Eiendom: Synde 'n onverbeterde perseel met onder andere die volgende: Geen van die verbeterings word gewaarborg nie.

Verkorte voorwaardes: Die eiendom word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastinge moet betaal asook rente op Eiser se eis en al die verkoopsvoorwaardes moet nakom wat ter insae lê by die Balju, Witbank, en by die Eiser se Prokureurs, Van Heerden & Brummer Ingelyf.

Gedateer te Witbank op hierdie 11de dag van Desember 2003.

Van Heerden & Brummer (Ing), Prokureurs vir Eiser, h/v President- & Plumerstraat, Privaatsak X7286, Witbank, 1035. Tel. (013) 656-1621. Verw. HJN Neuhoff/CvdM/17693-60938.

Saak No. 144/03

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BARBERTON GEHOU TE BARBERTON

**In die saak tussen: NKOMAZI MUNISIPALITEIT, Eksekusieskuldeiser, en
GERHARDUS MICHAEL HARTMANN, Eksekusieskuldenaar**

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Barberton op 3 Julie 2003 sal die onderstaande eiendom om 10:00 op 13 Januarie 2004 voor die Landdroshof, Barberton, geregtelik verkoop word aan die hoogste bieder.

Beskrywing van eiendom: Erf 4369, Marloth Park, Mpumalanga, bekend as Olifantrylaan 4369, Marloth Park.

Terme: Die eiendom word verkoop onderhewig aan die reserweprys wat bepaal is deur die voorkeur skuldeiser naamlik Nkomazi Munisipaliteit, welke aangesuiwer word deur die uitklaring syfer vanaf Nkomazi Munisipaliteit. Die koper moet onmiddellik nadat die finale bod op hom/haar toegeslaan is, 'n deposito van 10% van die koopsom in kontant betaal. Die verkoper moet verder na afloop van die veiling aan die Balju afslaaerskommissie van 5% op die eerste R30 000,00 met 'n minimum van R7 000,00, en daarna 3% met 'n minimum van R300,00, van die koopsom betaal.

Geteken te Malelane op die 28ste dag van November 2003.

F A Meyer, Eiser se Prokureurs, Van Rensburg & Meyer Ing., Pick & Pay Sentrum, Airstraat Suid, Malelane. Tel. (013) 790-0265. Docex 2. Verw.: F A Meyer/CF. Lêernr.: N8 (59).

Case No: 7631/2003

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

**In the matter between: NORTHERN PROVINCE DEVELOPMENT, Execution Creditor, and
MR MAIMELA ANTHONY MUDAU, Execution Debtor**

In compliance with the judgment of the Magistrate's Court and the warrant of execution served on 10 November 2003, the undermentioned immovable property will be sold in execution by the Sheriff Thohoyandou, on Friday, 9 January 2004 at 11h00, at the premises of the immovable property to be sold:

Right, title and interest in and to: Residential Site No. 1766, Shayandima-A Township, Registration Division MT, the land measuring 458 m² and held by Deed of Grant Number 365, as described on General Plan B.A. No. 103/1972, with house with 3 bedrooms, 1 bathroom, dining room, 1 toilet and 1 kitchen.

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

Main terms of sale:

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

Signed at Thohoyandou on this 1st day of December 2003.

Booyens Du Preez & Boshoff Inc., 653 Mphephu Drive, Thohoyandou, P West; Private Bag X2358, Sibasa, 0970. Tel. No.: (015) 962-4305/6/9. Our Ref.: N19/RM428.

Case No: 9283/02

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

**In the matter between: VENDA HARDWARE, Plaintiff, and A N VELE,
t/a GROUP FOUR CONSTRUCTION, Defendant**

Pursuant to a judgment by the Magistrate Thohoyandou, given on the 8th day of January 2002 and the 1st October 2002, the undermentioned goods will be sold at Thohoyandou, on the 9th January 2004 at 11h00 a.m., by public auction to be held at Shayandima, by the Sheriff for the Magistrates Court of Thohoyandou, to the highest bidder.

Full conditions of sale can be inspected at the offices of the Sheriff, Thohoyandou who can be contacted at (015 962 2016) and will be read out prior to the sale taking place.

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

Property: Stand No. 664, Thohoyandou G Ext 2, comprises of: 1 kitchen, 2 garages, 4 bedrooms, 3 toilets, 1 dining room and 1 sitting room.

Extent 632 square metres, held under Deed of Grant No: TG 109944/1998.

Dated at Thohoyandou on this the 3rd day of December 2003.

Erwee Attorneys, Attorney for Execution Creditor, 2nd Floor, Room No. 201, Old Mutual Building, Thohoyandou; P.O. Box 2697, Thohoyandou, 0950. Tel: 015-962 0003. Fax: 015-962 0729. Ref: DVR/CT/V04.

Case No: 12074/01

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

**In the matter between: VENDA HARDWARE, Plaintiff, and A N VELE,
t/a GROUP FOUR CONSTRUCTIONS, Defendant**

Pursuant to a judgment by the Magistrate Thohoyandou, given on the 8th day of January 2002 and the 1st October 2002, the undermentioned goods will be sold on the 8th January 2004 at 13h00, by public auction to be held in front of the Magistrate's Court, Waterval, by the Sheriff for the Magistrates Court of Waterval, to the highest bidder for cash.

Full conditions of sale can be inspected at the offices of the Sheriff, Waterval, who can be contacted at (015 781 1794) and will be read out prior to the sale taking place.

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

Property: Erf No. 320, Waterval B Location, in extent 1 003 square metres, held under Deed of Grant No. TG124955/2001—Vacant stand.

Dated at Thohoyandou on this the 3rd day of December 2003.

Erwee Attorneys, Attorney for Execution Creditor, 2nd Floor, Room No. 201, Old Mutual Building, Thohoyandou; P.O. Box 2697, Thohoyandou, 0950. Tel: 015-962 0003. Fax: 015-962 0729. Ref: DVR/ct/V04.

Case No. 13059/02

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

**In the matter between: FIRST NATIONAL BANK, Plaintiff, and THUSO BIGBOY KGOTLHANG, First Defendant, and
MMAKOLE ANNA KGOTLHANG, Second Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff of the Magistrate's Court, Thabazimbi, at the Magistrate's Court, 4th Avenue, Thabazimbi, on Friday, 23rd of January 2004 at 11h00 am:

Property: Erf 390, Regorogile, Registration Division K.Q., Transvaal.

Measuring: 300 m² (three hundred) square metres, held by Deed of Transport No. T7488/95.

Improvements: One residential dwelling with tiled roof.

Terms: Deposit of 10% (ten) cash immediately after the sale. Guarantee for balance within 30 days after the sale.

The full conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Thabazimbi, at 8 Loerie Avenue, Thabazimbi.

Dated at Thabazimbi on this 28th of November 2003.

Eric Marx Inc., 97 Vanderbijl Street, Thabazimbi, 0380.

Case No: 12074/01

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

**In the matter between: VENDA HARDWARE, Plaintiff, and A N VELE,
t/a GROUP FOUR CONSTRUCTIONS, Defendant**

Pursuant to a judgment by the Magistrate Thohoyandou, given on the 8th day of January 2002 and the 1st October 2002, the undermentioned goods will be sold on the 8th January 2004 at 09h00, by public auction to be held in front of the Magistrate's Court, Waterval, by the Sheriff for the Magistrates Court of Waterval, to the highest bidder for cash.

Full conditions of sale can be inspected at the offices of the Sheriff, Waterval, who can be contacted at (015 781 1794) and will be read out prior to the sale taking place.

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

Property: Erf No. 320, Waterval B Location, in extent 1 003 square metres, held under Deed of Grant No. TG124955/2001—Vacant stand.

Dated at Thohoyandou on this the 3rd day of December 2003.

Erwee Attorneys, Attorney for Execution Creditor, 2nd Floor, Room No. 201, Old Mutual Building, Thohoyandou; P.O. Box 2697, Thohoyandou, 0950. Tel: 015-962 0003. Fax: 015-962 0729. Ref: DVR/ct/V04.

NORTH WEST NOORDWES

Saaknr: 6337/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen Mnr A J SEHUME, Eiser, en Mnr J SEROALO, Verweerder

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 11/10/2000 en daaropvolgende Lasbrief vir Eksekusie, die hiernagemelde eiendom om 10h00 op 16/01/2004 te Landdroskantore, Wolmaransstraat 86, Potchefstroom geregtelik verkoop sal word, naamlik:

Erf 1002, Dorpsgebied Ikageng, Provinsie Noordwes I.Q., grootte 346 m², ook bekend as 1002, Ikageng, Potchefstroom.

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

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

Gedateer te Potchefstroom op 19 November 2003.

Huisamen Prokureurs, Prokureurs vir Applikant, Boshoffstraat 5, Potchefstroom; Posbus 15, Potchefstroom. Tel: (018) 297-6123. Faks: (018) 297-6167. Verw: F A Huisamen/WH/SE1.

Aan: Die Balju van die Landdroshof.

Case No: 520/2003

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

In the matter between ESKOM FINANCE COMPANY (PTY) LTD, Execution Creditor, and STEPHEN KGOTLAETSILE MAIMANE, Execution Debtor

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Deputy Sheriff for the High Court of South Africa (Bophuthatswana Provincial Division) in front of the Magistrate's Office, cnr. Klopper & Nelson Mandela Drive, Rustenburg on Friday the 9th day of January 2004 at 10h00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Deputy Sheriff, Rustenburg.

Address: Section 2, 75 A Oxford Street, Rustenburg, district Rustenburg, extent 43 (forty three) square metres, held in terms of Deed of Transfer No. ST69446/1997.

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

Dated at Rustenburg on this the 21st day of November 2003.

Van Onselen & Van Rooyen Inc., Plaintiff's Attorneys, 9 Proctor Avenue, Mafikeng. (Ref: Van Rooyen/avr/JE96/03.)

Case No: 450/2003

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and MARTIN ELVIS DEDRICK CAMPHOR, 1st Execution Debtor and MPIKI THALITHA CAMPHOR, 2nd Execution Debtor

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Deputy Sheriff for the High Court of South Africa (Bophuthatswana Provincial Division) at the Magistrate's Court, cnr. Kloppe Street & Nelson Mandela Drive, Rustenburg on Friday the 9th day of January 2004 at 10h00, of the undermentioned immovable property of the Defendant on the Conditions to be read out by the Sheriff at the time of sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff, Rustenburg.

Address: Site 7086, Ext 3 Township, Boitekong, District Rustenburg, extent 388 (three hundred and eighty eight) square metres, held in terms of Deed of Transfer No: TL6509/1993.

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

Dated at Mafikeng on this the 17th day of November 2003.

R. van Rooyen, for Van Rooyen Tlhapu Wessels Inc., Execution Creditor's Attorneys, 9 Proctor Avenue, Mafikeng. (Ref: Van Rooyen/avr/JS157/03.)

Case Number: 10350/02

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

In the matter between THE PECANWOOD ESTATE HOMEOWNERS ASSOCIATION, Plaintiff, and MOSCOW PROPERTIES CC, Defendant

Kindly take notice that at 09h00 on Friday the 9th day of January 2004 and at the Sheriff Brits, a public auction sale will be held at 9 Smuts Street, Brits, at which the Sheriff of the Court in this action, Warrant of Execution issued in terms thereof and attachment in execution made thereunder sell:

Certain: Section 140, Pecanwood Estate, together with an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional title plan, measuring 659 sq m.

Also known as: Erf 140, Pecanwood Estate, South Bank, Hartbeespoort Dam, Brits.

The following improvements are reported to be on the property but nothing is guaranteed: Vacant Stand.

(hereinafter referred to as "the Property".)

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

The Purchaser shall pay to the Sheriff a deposit of 10% (ten percent) of the purchase price in cash immediately upon signature of the conditions of sale. The balance together with interest on the whole purchase price calculated at the rate of 15% per annum from date of sale to the date of registration of transfer, or the date of payment, which ever occurs last, shall be secured by a bank or other guarantee, approved by the Judgment Creditor's attorneys, to be furnished to the said sheriff within 14 (fourteen) days of the date of sale, provided that the interest rate in terms of this clause shall not be lower than the highest rate of interest applicable in terms of any bond registered over the property.

The full conditions of sale may be inspected at the offices of Sheriff Brits, 9 Smuts Street, Brits, the Sheriff of the Court.

Dated at Johannesburg on this the 3rd day of October 2003.

Thomson Wilks, Plaintiff's Attorneys, 1st Floor, North Wing, President Place, 148 Jan Smuts Avenue, Rosebank. Tel: 880-8023. Ref: Mr van Rensburg/1841.

Saaknr. 21357/1994

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

In die saak tussen ABSA BANK BEPERK, Eisier, en FOREMORE INVESTMENTS (PTY) LTD, 1ste Verweerder, MARLISE FOURIE, 2de Verweerder, en ROY GRAHAM FOURIE, 3de Verweerder

'n Eksekusiesverkoop word gehou deur die Balju, Potchefstroom, te voor die Hoofingang van die Landdroshof, Van Riebeeckstraat, Potchefstroom op 9 Januarie 2004 om 11h00 van:

Gedeelte 17 van Erf 2651, in die dorpsgebied Potchefstroom, Registrasie Afdeling I.Q., Provinsie van Noord-Wes, groot 1 903 vierkante meter, gehou kragtens Akte van Transport Nr. T51622/1989.

(beter bekend as Meyerstraat 23, Potchefstroom.)

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

Verbeterings: 'n Woonhuis bestaande uit 'n ingangsportaal, sitkamer, eetkamer, kombuis, 5 slaapkamers, familie-kamer, studeerkamer, 3 badkamers/stort/toilet en 1 badkamer/toilet, opwasplek/waskamer, spens. *Buitegeboue:* Dubbel motorhuis, 2 stoorkamers, 3 buite toilette. *Ander:* Swembad.

Besigtig voorwaardes by Balju Potchefstroom te Borriusstraat 20, Potchefstroom.

Tim Du Toit & Kie Ingelyf. Verw: P v/d Merwe/PR0138/rdk. Tel: (012) 348-2626.

Saaknommer: 11508/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen STADSRAAD VAN KLERKSDORP, Eiser, en M L MORKELS, Verweerder

Ingevolge 'n Vonnis van die Landdroshof van Klerksdorp en kragtens 'n Lasbrief vir Eksekusie gedateer 25 September 2003 sal die ondervermelde onroerende eiendom op Vrydag, 16 Januarie 2004 om 10h00 te die perseel van die Balju vir die Landdroshof Klerksdorp te Leaskstraat 23, Klerksdorp aan die hoogste bieder verkoop word, naamlik:

Erf 55, Alabama Dorpsgebied, Registrasie Afdeling I.P., Provinsie Noordwes (bekend as Winkelhaakstraat 20, Alabama, Klerksdorp), gehou kragtens Akte van Transport T22746/1981 (sonder die gee van enige waarborge bestaan die eiendom uit 'n woonhuis met buitegeboue).

Onderhewig aan die voorwaardes soos in die titelaktes van die eiendom vermeld of na verwys word:

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

2. Die koopprijs sal betaalbaar wees teen betaling van 10 (tien) persent van die koopprijs in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans tesame met rente daarop bereken teen 15,5% per jaar tot datum van registrasie van Transport sal binne 21 (een en twintig) dae na datum van verkoop, betaal word as goedgekeurde Bank of finansiële instelling waarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees: 'n Woonhuis met buitegeboue.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in Eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof te Leaskstraat 23, Klerksdorp nagesien word.

Geteken te Klerksdorp op hierdie 28ste dag van November 2003.

(get) J M Nysschen, vir Van Staden Vorster & Nysschen, Eiser se Prokureur, 11095 West End Gebou, Leaskstraat 51, Klerksdorp, 2570. Verw: JMN/EP/KV721.

WESTERN CAPE WES-KAAP

Case Number: 9306/03

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

In the case between: THE OAKS BODY CORPORATE, Execution Creditor, and Miss J CAROLISSEN, Execution Debtor

Pursuant to a judgment by the magistrate Bellville, given on 24 April 2003, and under a Writ of Execution issued thereafter, the undermentioned property will be sold voetstoots and without reserve in execution to the highest bidder, by public auction at Flat No. 51, The Oaks, Hadley Street, Oakglen, Bellville, on Thursday, 15 January 2004 at 12h00, by the Sheriff for the Magistrates Court of Bellville, namely:

Section No. 66, in the scheme known as the Oaks Sectional Title No. SS428/95, situate in the City of Cape Town, Cape Division, Province of the Western Cape.

In extent: 34 (thirty four square metres), held by Deed of Transfer No. ST10877/1999.

The street address of the property is as follows: Flat No. 51, The Oaks, Hadley Street, Oakglen, Bellville.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and the rules applicable thereto, and also servitudes and conditions attaching to the property contained in the relevant Title Deeds.

2. The full and complete Conditions of Sale will be announced by the Auctioneer immediately before the sale, and lie for inspection at Flat No. 51, The Oaks, Hadley Street, Oakglen, Bellville.

3. The following information is furnished but not guaranteed: Open plan kitchen, 1 lounge, 1 bedroom, 1 bathroom, under cover parking and communal pool.

4. Payment will be effected as follows: Ten percent (10%) of the purchase price on the day of the sale and the balance of the purchase price together with interest thereon at the rate of 20,00% from the date of sale to the date of payment, shall be paid to the transferring attorneys, free of exchange, at Bellville, against registration of transfer. Payment must be secured by an acceptable bank guarantee from any approved bank or building society within fourteen (14) days after date of sale.

Signed at Bellville on the 24th day of November 2003.

(Signed) R Reddering, Attorneys for Execution Creditor, Frost, Reddering & Oosthuizen, 8-10 First Avenue, Boston, Bellville. Tel: 021-9489037. Docex: 23 Bellville. Ref: RR/jsk. File No: CX0512.

Sheriff of the Court.

Case Number: 22094/01

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

**In the case between: BERGZICHT BODY CORPORATE, Execution Creditor, and
NTOMBIZODWA WONKIE NCOCO (now GOGOTYA), Execution Debtor**

Pursuant to a judgment by the magistrate Goodwood, given on 27 May 2002, and under a Writ of Execution issued thereafter, the undermentioned property will be sold voetstoots and without reserve in execution to the highest bidder, by public auction at Flat No. 117, Bergzicht, Ridgeway Road, Goodwood, on Wednesday, 14 January 2004 at 11h00, by the Sheriff for the Magistrates Court of Goodwood, namely:

Section No. 216, in the scheme known as the Bergzicht Sectional Title No. SS98/96, situate in the City of Cape Town, Cape Division, Province of the Western Cape.

In extent: 78 (seventy eight square metres), held by Deed of Transfer No. ST 18385/1997.

The street address of the property is as follows: Flat No. 117, Bergzicht, Ridgeway Road, Goodwood.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and the rules applicable thereto, and also servitudes and conditions attaching to the property contained in the relevant Title Deeds.

2. The full and complete Conditions of Sale will be announced by the Auctioneer immediately before the sale, and lie for inspection at Flat No. 117, Bergzicht, Ridgeway Road, Goodwood.

3. The following information is furnished but not guaranteed: Tiled roof, plastered walls, 1 lounge, 1 kitchen, 3 bedrooms, 1 bathroom and 1 separate toilet.

4. Payment will be effected as follows: Ten percent (10%) of the purchase price on the day of the sale and the balance of the purchase price together with interest thereon at the rate of 20,00% from the date of sale to the date of payment, shall be paid to the transferring attorneys, free of exchange, at Bellville, against registration of transfer. Payment must be secured by an acceptable bank guarantee from any approved bank or building society within fourteen (14) days after date of sale.

Signed at Bellville on the 21st day of November 2003.

(Signed) R Reddering, Attorneys for Execution Creditor, Frost, Reddering & Oosthuizen, 8-10 First Avenue, Boston, Bellville. Tel: 021-9489037. Docex: 23 Bellville. Ref: RR/jsk. File No: CX0216.

Sheriff of the Court.

Case No. 3078/2002

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

**In the matter between: BODY CORPORATE OF COSTA DA GAMA SECTIONAL TITLE SCHEME, Plaintiff, and
ROSSA POPPY MOSWANG MOLOKOANE, Defendant**

The undermentioned property will be sold in execution by public auction at 6 Costa Da Gama, Costa Mews, Geneva Road, Muizenberg, on Wednesday, 21 January 2004 at 13h00, to the highest bidder, namely:

1. A unit consisting of:

1.1. Section No. 82 as shown and more fully described on Sectional Plan No. SS80/98, in the Scheme known as Costa Da Gama in respect of the land and building or buildings situate in Cape Town, in the City of Cape Town, of which section the floor area, according to the said Sectional Plan is 43 (forty three) square metres in extent; and

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

Held by Deed of Transfer No. ST3024/1998.

Physical address: 6 Costa da Gama, Costa Mews, Geneva Road, Muizenberg, 7945.

1. *Conditions of sale:* The following information is furnished, but not guaranteed, namely a brick flat under a tiled roof, fully fenced in a security complex with a well settled garden. The flat consists of 2 bedrooms, built in cupboards with an open plan kitchen, lounge and bathroom & toilet. The property measures 43 (forty three) square metres in extent.

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

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

Dated at Cape Town this 27th day of November 2003.

CK Friedlander Shandling Volks, Per: M Bey, Attorneys for Plaintiff, 8th Floor, Greenmarket Place, 54 Shortmarket Street, Cape Town. (Ref: MB/dm 22-000491.)

Saak Nr.: 1551/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MONTAGU GEHOU TE MONTAGU

In die saak tussen: ABSA BANK BEPERK, Vonnisskuldeiser, en Mnr. CJH BRAND, Eerste Vonnisskuldenaar, en Me. SSP BRAND, Tweede Vonnisskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik van Montagu en 'n lasbrief vir eksekusie vir uitvoering uitgereik in bogenoemde saak, sal die ondervermelde onroerende eiendom voetstoots en sonder voorbehoud geregteik per openbare veiling gehou te Pietersfontein, Montagu, 6720, aan die hoogste bieder verkoop word op Woensdag, 14 Januarie 2004 om 11h00.

Erf:

1. Drie-agste (3/8ste) aandeel van die plaas Moedverloren Nr. 61, geleë in die Breërivier Wynland Munisipaliteit, afdeling van Montagu, provinsie Wes-Kaap; groot: 1 902,9814 (een duisend negehonderd en twee komma nege agt een vier) hektaar.
2. Die Restant van Gedeelte 5 van die plaas Pietersfontein Nr. 100, in die Breërivier Wynland Munisipaliteit, afdeling Montagu, provinsie Wes-Kaap; groot: 113,9984 (een honderd en dertien duisend komma nege nege agt vier) hektaar.
3. Gedeelte 20 ('n gedeelte van Gedeelte 9) van die plaas Pietersfontein Nr. 100, in die Breërivier Wynland Munisipaliteit, afdeling Montagu, provinsie Wes-Kaap; groot: 3,0792 (drie komma nul sewe nege twee) hektaar.
4. Gedeelte 17 ('n gedeelte van Gedeelte 17) van die plaas Pietersfontein Nr. 100, in die Breërivier Wynland Munisipaliteit, afdeling Montagu, provinsie Wes-Kaap; groot: 34,9694 (vier en dertig komma nege ses nege vier) hektaar.
5. Die Restant van die plaas Pietersfontein Nr. 100, in die Breërivier Wynland Munisipaliteit, afdeling Montagu, provinsie Wes-Kaap; groot: 393,9964 (drie honderd drie en negentig komma nege nege ses vier) hektaar.

Straatadres: Plaas Pietersfontein, Montagu, 6720.

Onderhewig aan die voorwaardes hieronder uiteengesit:

Veilingsvoorwaardes:

1. Die veiling is onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe Nr. 32 van 1944, soos gewysig.
2. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelbewys. Die hoogste bieder sal die koper wees, onderworpe aan die bepaling van Artikel 66 van bogenoemde Wet.
3. Besonderhede van vaste eiendom is by Balju kantore beskikbaar.
4. Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Balju van die Landdroshof voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof te Buitekantstraat, Bonnievale, 6730.
5. Betaling sal soos volg geskied: 10 (tien) persent van die koopprys op die veilingsdag en die res met rente daarop teen die koers van 20% per annum van die veilingsdatum tot datum van registrasie van oordrag, teen oordrag van die eiendom in die naam van die koper, welke betaling deur 'n goedgekeurde bank- of bouvereniging gesekureer moet word binne 14 (veertien) dae na die veilingsdatum.

Gedateer te Robertson op hede die 27ste dag van November 2003.

Falck Muller Baard Ing., Prokureurs vir Eiser, Paul Krugerstraat 39A, Posbus 94, Robertson, 6705. Tel. Nr.: (023) 626-3061.

Case No.: 1551/01

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

In the matter between: ABSA BANK LIMITED, Execution Creditor, and Mr CJH BRAND, First Execution Debtor, and Mrs SSP BRAND, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Montagu and an warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at Pietersfontein, Montagu, 6720, to the highest bidder on Wednesday, 14 January 2004 at 11h00.

Erf:

1. Three eights (3/8th) share of the farm Moedverloren No. 61, situated in the Breede Rivier Winelands Municipality, Division Montagu, Province Western Cape, in extent 1 902,9814 (one thousand nine hundred and two comma nine eight one four) hectares.
2. The Remainder of Portion 5 of the farm Pietersfontein No. 100, in the Breede Rivier Winelands Municipality, Division Montagu, Province Western Cape, in extent: 113,9984 (one hundred and thirteen comma nine nine eight four) hectares.
3. Portion 20 (a portion of Portion 9) of the farm Pietersfontein No. 100, in the Breede Rivier Winelands Municipality, Division Montagu, Province Western Cape, in extent: 3,0792 (three comma zero seven nine two) hectares.

4. Portion 17 (a portion of Portion 9) of the farm Pietersfontein No. 100, in the Breede Rivier Winelands Municipality, Division Montagu, Province Western Cape, in extent: 34,9694 (thirty four, nine six nine four) hectares.

5. The Remainder of the farm Pietersfontein No. 100, in the Breede Rivier Winelands Municipality, Division Montagu, Province Western Cape, in extent: 393,9964 (three hundred and ninety three comma nine nine six four) hectares.

Street address: Farm Pietersfontein, Montagu, 6720.

Held by Deed of Transfer No. T66564/93.

Subjected to the following conditions:

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrate's Court Act, No. 32 of 1944, as amended, and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant Title Deeds.

2. Information regarding the property is available at the Sheriff's Office.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or Auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Buitekant Street, Bonnievale, 6730.

4. Payment shall be effected as follows: Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest hereon at the rate of 20% from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Robertson on the 28 day of November 2003.

Falck Muller Baard Inc, Creditor's Attorneys, 39A Paul Kruger Street, P.O. Box 94, Robertson, 6705. Tel. No.: (023) 626-3061. Reference: Johard Roux.

Case No. 31336/01

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

In the matter between: ABSA BANK LIMITED, Judgment Creditor, and KEITH VICTOR DE KLERK N.O., 1st Judgment Debtor, TODD DANIEL DE KLERK, 2nd Judgment Debtor, KEITH VICTOR DE KLERK, 3rd Judgment Debtor

In pursuance of a judgment in the above Honourable Court dated 23 October 2001, the following property will be sold in execution on the 7 January 2004 at 10h00, at 9 Regent Square, Woodstock, to the highest bidder in terms of the following conditions and any other conditions which may be read by the Sheriff at the sale.

Erf 137433, Cape Town, at Woodstock in the City of Cape Town, Division Cape, Western Cape Province, measuring 163 m² (9 Regent Square, Woodstock) consisting of a maisonette of brick and mortar under zinc roof with 6 bedrooms, living room, kitchen and bathroom/toilet.

Conditions of sale: The property will be sold in terms of the conditions of the Magistrate's Court Act (Act 32 of 1944), the conditions of the current title deed and payment to the Sheriff of his fees, auctioneer's fees and 10% of the purchase price in cash or by bank guaranteed cheque at the time of the sale. The balance of the purchase price together with interest thereon at the rate of 14,50% per annum as from date of sale to date of transfer to be secured by a bank guarantee, approved by the Execution Creditor's attorneys to be furnished to the Sheriff within fourteen days of the date of sale. The Purchaser must pay all transfer costs, municipal or sectional title rates and levies to the transferring attorneys.

Conditions of sale can be inspected at the office of the Sheriff of the abovenamed Court.

Dated at Durbanville on this the 25 November 2003.

Buchanan Boyes, C F J Ackermann, Plaintiff's Attorneys, 2nd Floor, 5 High Street, Rosenpark, Bellville. Tel. (021) 914-1070. Ref: CFJA/Esmé COLL/U01717.

Case No.: 5518/03

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

In the case between: VILLA BIANCO BODY CORPORATE, Execution Creditor, and Mr J G TERBLANCHE, Execution Debtor

Pursuant to a judgment by the Magistrate Bellville given on 1 April 2003, and under a writ of execution issued thereafter, the undermentioned property will be sold voetstoots and without reserve in execution to the highest bidder, by public auction at Flat No. 142, Villa Bianco, cnr Old Oak & Paarl Road, Oakglen, Bellville, on 13 January 2004 at 11h00, by the Sheriff for the Magistrate's Court of Bellville, namely:

Section No. 142, in the scheme known as the Villa Bianco Sectional Title No. SS147/1996, situate in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 44 (forty four square metres), held by Deed of Transfer No. ST15133/2000.

The street address of the property is as follows: Flat No. 142, Villa Bianco, cnr Old Oak & Paarl Road, Oakglen, Bellville.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and the rules applicable thereto, and also servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The full and complete conditions of sale will be announced by the auctioneer immediately before the sale and lie for inspection at Flat No. 142 Villa Bianco, cnr Old Oak & Paarl Road, Oakglen, Bellville.

3. The following information is furnished but not guaranteed: 1 bedroom flat, situated on ground floor, open plan kitchen & lounge, bathroom, under cover parking communal pool.

4. Payment will be effected as follows: Ten percent (10%) of the purchase price on the day of the sale and the balance of the purchase price together with interest thereon at the rate of 20,00% from the date of sale to the date of payment, shall be paid to the transferring attorneys, free of exchange, at Bellville, against registration of transfer. Payment must be secured by an acceptable bank guarantee from any approved bank or building society within fourteen (14) days after date of sale.

Signed at Bellville on the 11th day of November 2003.

Sheriff of the Court.

R. Reddering, Attorneys for Execution Creditor, Frost, Reddering & Oosthuizen, 8-10 First Avenue, Boston, Bellville. Tel: (021) 948-9037. Docex 23, Bellville. Ref: RR/jsk. File No: CX0501.

Saak No.: 1122/03

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STRAND GEHOU TE STRAND

In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldieser, en BEKKER, J. A., Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word op 14 Januarie 2004 om 11:00 te Verbenastraat 5, Gordonsbaai, aan die hoogste bieder:

Eiendomsbeskrywing: Erf 1366, Gordonsbaai, geleë in die Stad Kaapstad, Afdeling Stellenbosch, provinsie Wes-Kaap, groot 571 (vyfhonderd een en sewentig) vierkante meter, gehou kragtens Akte van Transport No. T50997/01, ook bekend as Verbenastraat 5, Gordonsbaai.

1. Die volgende verbeteringe word gemeld, maar nie gewaarborg nie: 5 x slaapkamer, 2 x badkamer, kombuis, sitkamer, swembad, dubbel motorhuis.

2. 2.1 Die koopprys moet soos volg betaal word:

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

2.1.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van twintig per centum (20%) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks berekening en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos voormeld verseker moet word deur 'n bankwaarborg wat vir die Eiser se Aktebesorger aanvaarbaar is.

2.2 Die voormelde waarborg moet binne 14 (veertien) dae vanaf datum van verkoping deur die koper aan die Balju, of op instruksie van die Balju, aan die Eiser se prokureurs oorhandig word en moet voorsiening maak vir betaling van die genoemde volle balanskoopprys plus rente teen registrasie van transport.

3. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. **Voorwaardes:** Die volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Strand op die 19de dag van November 2003.

Miller Bosman Le Roux, Eiser se Prokureurs, Odeon-gebou, Kusweg Strand. Tel: (021) 854-7386. Docex: Docex 1. Verw: J H van Zyl. Lêernr: VA0592.

Case No. 910/2003

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

**In the matter between: THE BODY CORPORATE OF EL RIO MEWS SECTIONAL TITLE SCHEME, Plaintiff,
and MAGDALENE HILDEBRAND, Defendant**

The undermentioned property will be sold in execution by public auction at 5 El Rio Mews, Lingfield Road, Wetton, on Monday, 19 January 2003 at 14h00, to the highest bidder, namely—

1. A unit, consisting of:

1.1 Section No. 5, as shown and more fully described on Sectional Plan No. SS277/1994, in the scheme known as El Rio Mews, in respect of the land and building or buildings situate in Wetton, in the City of Cape Town, of which section the floor area, according to the said sectional plan is 49 (forty nine) square metres in extent; and

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

Held by Deed of Transfer No. ST10746/1994.

Physical address: 5 El Rio Mews, Lingfield Road, Wetton, 7780.

1. *Conditions of sale:* The following information is furnished, but not guaranteed, namely a flat with brick walls, 2 bedrooms, lounge, kitchen and bathroom and toilet. The property measures 49 (forty nine) square metres in extent.

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

3. *Conditions:*

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

Dated at Cape Town this 25th day of November 2003.

M. Bey, CK Friedlander Shandling Volks, Attorneys for Plaintiff, 8th Floor, Greenmarket Place, 54 Shortmarket Street, Cape Town. (Ref.: MB/dm 22-000490.)

Case No. 2619/2003

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

**In the matter between: GOOSE VALLEY HOME OWNERS ASSOCIATION, Execution Creditor, and
EE2 GOOSE VALLEY CC, Execution Debtor**

In pursuance of the judgment in the Magistrate's Court for the District of Knysna and warrant of execution dated 15 September 2003, the following fixed property will be sold in execution at Unit EE2 Goose Valley Golf Estate, Plettenberg Bay, on Tuesday, 6 January 2004 at 11h00, to the highest bidder.

1. (a) Section 245, as shown and more fully described in Section Plan No. SS 3/1997, in the scheme known as Goose Valley, in respect of the land and building or buildings situate at Knysna Road, in the City Outeniqua District, of which section the floor area according to the sectional plan is 78 (seventy eight) square metres in extent;

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

Held by Deed of Transfer Number ST 124/1997 commonly known as Unit EE2, Goose Valley Golf Estate, Plettenberg Bay.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court and the Rules made thereunder and of the Title Deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

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

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash or by means of a deposit-taking institution's guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate for which judgment was granted per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved deposit-taking institution guaranteed to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

C E van Geuns & Associates, Execution Creditor's Attorneys, 2nd Floor, 101 St George's Mall, Cape Town, 8001. (Ref: C E van Geuns/VO1392.)

Case No. 5667/2003

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between: PEOPLES BANK LIMITED (Reg. No. 94/000929/06) Incorporating Cashbank previously known as Creditor and Savings Help Bank, Plaintiff, and MARINA HARRIS, Defendant

In execution of judgment in this matter, a sale will be held on 8th January 2004, at 10h00 at 3 Cavendish Square, Woodstock, Cape Town, of the following immovable property:

Erf 162898, Cape Town at Woodstock, in the City of Cape Town, Cape Division, Western Cape Province, in extent 148 square metres, held under Deed of Transfer No. T53564/2000, situated at 3 Cavendish Square, Woodstock, Cape Town, comprising 3 x bedrooms, living room, kitchen, bathroom/toilet.

1. This sale is voetstoots and subject to the conditions of the existing title deeds. The highest bidder shall be the purchasers. The price bid shall be exclusive of VAT and the Purchasers shall pay VAT on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. The Purchaser shall pay a deposit of 10% immediately on sale and the balance against transfer by a bank or bank guaranteed cheque and furnish a guarantee for such payment issued by the bank concerned within 14 days of sale by a bank or bank guaranteed cheque.

The full conditions of sale will be read out at the sale and may be inspected at the offices of the Sheriff of the Court, Maitland, Cape Town.

Herold Gie, Plaintiff's Attorneys, 8 Darling Street, Cape Town. (Ref.: PALR/lvds/253414.)

Case No. 5490/2003

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

**In the matter between NEDBANK LIMITED, Plaintiff, and BRETT RIPPON FENNER, First Defendant, and
JULIE ELIZABETH FENNER, Second Defendant**

In execution of judgment in this matter, a sale will be held on Monday, 12 January 2004 at 10h30 at 28 Tahiti Close, Capri Village, Sunnysdale, of the following immovable property:

Erf 16587, Fish Hoek, in the City of Cape Town, Cape Division, Western Cape Province, in extent 339 square metres, held under Deed of Transfer No T33411/00, situated at 28 Tahiti Close, Capri Village, Sunnysdale comprising 2 bedrooms, kitchen, lounge, bathroom/toilet.

1. This sale is voetstoots and subject to the conditions of the existing title deeds. The highest bidder shall be the Purchaser. The price bid shall be exclusive of VAT and the Purchaser shall pay VAT on the purchase price as provided for in the Conditions of Sale, subject to the provisions thereof.

2. The Purchaser shall pay a deposit of 10% immediately on sale and the balance against transfer by a bank or bank guaranteed cheque and furnish a guarantee for such payment issued by the bank concerned within 14 days of sale by a bank or bank guaranteed cheque.

The full Conditions of Sale will be read out at the sale and may be inspected at the offices of the Sheriff of the Court, Simon's Town.

Herold Gie, Plaintiff's Attorneys, 8 Darling Street, Cape Town. (Ref: PALR/ad 253340.)

Case No. 13221/2003

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

**In the matter between SANDAK-LEWIN PROPERTY DEVELOPMENTS (PTY) LTD, Plaintiff, and
VAPI NJAMELA, Defendant**

In terms of a judgment granted by the Magistrate's Court of Wynberg dated the 4th September 2003 and a warrant of execution dated 4 September 2003 the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on site to the highest bidder, on 7 January 2004 at No 26 Leno Mansions, Rosmead Avenue Kenilworth at 10h00.

1. A unit consisting of:

(a) Section No. 26 as shown and more fully described on Sectional Plan No SS518/94 in the scheme known as Leno Mansions in respect of the land and building or buildings situate at Kenilworth, in the City of Cape Town, Cape Division, Western Cape Province, of which section the floor area, according to the said sectional plan is 87 (eighty seven) square metres in extent and

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

2. An exclusive use area described as Parking Bay No. P15 measuring 12 (twelve) square metres, being as such part of the common property, comprising the land and the scheme known as Leno Mansions in respect of the land and building or buildings situate at Kenilworth, in the City of Cape Town, Cape Division, Western Cape Province, as shown and more fully described on Sectional Plan No. SS518/94.

Also known as 26 Leno Mansions, Rosmead Avenue, Kenilworth.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No 32 of 1944 (as amended), the property being sold "voetstoots" and as it stands and subject to all conditions applicable to the property including those mentioned or referred to in the existing Title Deed. The highest bidder shall be the purchaser subject to the provisions Section 66 of the above Act.

2. The following information is furnished but not guaranteed: "Flatlet built of bricks under a tiled roof with steel window frames consisting of: A lounge with wooden floors, tiled kitchen with built-in cupboards, main bedroom with wooden floors and built-in cupboards, 2nd bedroom with wooden floors and built-in cupboards, tiled bathroom with bath, basin & toilet.

3. One tenth (1/10th) of the purchase price shall be paid in cash or by means of bank guaranteed cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling bank rate to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by an acceptable guarantee issued by a registered financial institution and redeemable in Cape Town free of any charges upon date of registration of transfer.

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

Maurice Phillips Wisenberg, Plaintiff's Attorneys, 10th Floor, 2 Long Street, Cape Town, 8001. Docex 180, Cape Town. Ref: A Arvan/cw/10217.

Saaknr: 1580/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

In die saak tussen Dr AL PEPLER, Eksekusieskuldeiser en J H BEHR, Eksekusieskuldenaar

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n Lasbrief vir Eksekusie teen onroerende goedere gedateer 29 Januarie 2003 wat uitgevoer was op 29 Januarie 2003 om 17:45 word die ondervermelde vaste eiendom om 12h00 op 9 Januarie 2004 deur die Balju van Hermanus, Mnr. JNL McLachlan, geregte verkoop te Erf 830, Pnielstraat, Stanford.

Erf 830, in die Overstrand Munisipaliteit, Afdeling Caledon, Provinsie Wes-Kaap, groot 547.00 vierkante meter, geleë Pnielstraat, Stanford, gehou kragtens Transportakte Nr T19044/1999.

Die verkoping sal onderhewig wees aan die volgende voorwaardes.

1. Die verkoping sal onderhewig wees aan die terme en voorwaardes van die Wet, op Landdroshowe 32 van 1944, soos gewysig, en reëls wat in terme daarvan uitgevaardig is, en onderworpe ook aan die bepalings van enige ander wetgewing wat van toepassing mag wees.

2. Die Verkoping geskied in rande deur handopsteek en die eiendom sal by die adres aangegee in die verkoopskennisgewing, verkoop word aan die hoogste bieder, sonder reserwe prys onderworpe egter aan die bepalings van Artikel 66 van die Wet op Landdroshowe voormeld en verder onderhewig aan die voorwaardes hierna. Indien die Afslaer enige fout sou maak sal sodanige fout nie bindend wees en sal ook geen wettige effek hê nie, maar sal onmiddellik reggestel kan word. In enige dispuut tussen bidders sal die beslissing van die afslaer finaal en bindend wees tussen sodanige bidders. Die afslaer mag enige bod sonder verduideliking van die hand wys.

3. Die koopprys van hierdie eiendom sal soos volg betaal word:

(a) Een tiende van die koopprys in kontant of deur middel van 'n bankgewaarborgde tjek aan die Balju, vir die rekening van die vonnisskuldeiser, betaling waarvan op die verkoopsdatum moet geskied.

(b) Die balans van die koopprys betaal word in kontant teen registrasie van Transport, wat onmiddellik gegee en geneem moet word. Die koper sal aan die skuldeiser rente betaal teen die koers van 18.00% per jaar op die uitstaande balans, alternatiewelik die prima rentekoers wat deur Nedbank Bpk van tyd tot tyd op oortrokke fasiliteite gehef word, welke ookal die hoogste is. Die kopers sal binne veertien (14) dae vanaf datum van verkoping, 'n bankwaarborg aan die vonnisskuldeiser lewer tot laasgenoemde se bevrediging vir die behoorlike betaling van die balans koopprys en rente tot en insluitende datum van betaling ten einde die behoorlike nakoming van al sy verpligtinge onder hierdie verkoopsvoorwaardes te verseker.

(c) Enige betalings wat ingevolge sub-paragrafe (a) en (b) hierbo plaasvind, moet vry van bankkommissie geskied.

4. Die koper sal verplig wees om die volgende op aanvraag te betaal.

(a) Alle fooie en uitgawes bykomstig tot en in verband met die gee van Transport die vonnisskuldeiser se Prokureurs, insluitend hereregte, opmetingskoste, enige padkonstruksiefooie en onbetaalde riolering-lenings wat betaalbaar mag wees, asook alle bykomstige onkoste.

(b) Alle lopende eiendomsbelasting asook alle agterstallige eiendomsbelasting, onbetaalde sanitêre en ander dienskosse tesame met alle rente daarop betaalbaar en regs kosse in verband daarmee, asook sodanige munisipale lenings, kosse en fooie wat wettiglik betaalbaar is voordat transport geregistreer kan word.

(c) Advertensiekoste van hierdie verkoping, asook van eksekusie en invorderingskommissie.

(d) Afslaerskommissie en Baljukommissie (indien enige) op die koopprys.

(e) Die opstelkosse van hierdie verkoopsvoorwaardes tesame met alle seëls daarop.

5. Die koper sal hierdie verkoopsvoorwaardes by die perseel waar die verkoping plaasvind, na afloop van die verkoping onderteken.

6. Op ontvangs van die behoorlike betaling van die koopprys, rente en kosse voormeld, sal transport op die behoorlike wyse gegee word deur die Prokureurs wat namens die vonnisskuldeiser optree en sal as sodanig deur die koper aanvaar word.

7. Die eiendom word "Voetstoots" verkoop soos dit tans is en word verkoop onderhewig aan die vonnisskuldenaar se Titellakte en betrokke diagram en onderworpe aan enige en welke voorwaardes en servitude wat in die oorspronklike en daaropvolgende transportaktes gespesifiseer is en ook aan alle ander rente en voorwaardes opgelê deur enige statutêre owerheid. Die eiendom word verder verkoop onderhewig aan alle bestaande huurkontrakte (indien enige). Die vonnisskuldeiser sal nie bevoordeel word deur enige oorskot of aanspreeklik wees vir enige tekort in grootte van die eiendom nie en die vonnisskuldeiser sal ook nie aanspreeklik wees vir enige latente of sigbare gebrek van enige aard of tipe ookal in die eiendom of enige gebou of bouwerk wat daarop geleë is nie.

8. Nog die Balju nog die afslaer sal aanspreeklik of verantwoordelik wees vir die skade, gebreke, foutiewe beskrywing of uitwysing van penne of bakens nie.

9. Sou die koper of versoek nalaat of weier om hierdie verkoopsvoorwaardes te onderteken of nalaat om die deposito te betaal of nalaat om die waarborg of verdere bedrae genoem in paragraaf 4 hiervan te voorsien of nalaat om enige van sy verpligtinge onder hierdie verkoopsvoorwaardes na te kom, kan die vonnisskuldeiser na eie keuse, of

(a) Die koper gebonde hou aan die koop en onmiddellik betaling van die volle koopprys eis, insluitende die bykomstige kosse uiteengesit in paragraaf 4 hierbo; of

(b) Die verkoping onmiddellik kanselleer, in welke geval die eiendom weer in eksekusie verkoop sal word per openbare veiling en, in sodanige geval, sal die koper aanspreeklik wees vir enige tekort in die prys wat daaruit mag voortspruit en ook vir alle kosse van sodanige herverkoop sowel as vir die onkoste, uitsluitende die afslaerskommissie, eksekusiekoste, verspilde transportkosse en alle advertensies in verband met die eerste verkoping. In geval van sodanige herverkoping sal die vonnisskuldeiser geregtig wees om van die deposito of ander gelde wat deur die koper betaal is, af te trek sodanige tekort in prys, verspilde kosse, rente en onkoste veroorsaak deur die herverkoping, en om die balans, indien enige, aan die koper terug te betaal. Sou die eiendom verhuur word, sal die vonnisskuldeiser of sy agente geregtig wees om alle huurgelde in te vorder tot sodanige tydstop as wat die eiendom herverkoop is.

10. Besit van die betrokke eiendom moet gegee en geneem word op datum van die verkoping, onderhewig aan enige huurkontrak of okkupasiereg wat dan mag bestaan, en vanaf welke datum alle inkomste wat uit die eiendom voortspruit en alle uitgawes ten opsigte daarvan, vir die rekening van die koper sal wees en die eiendom sal daarvan uitsluitlik vir sy risiko bestaan en ook vir sy wins of verlies wees.

11. Die koper sal die eiendom ten volle teen brand verseker indien die eiendom verbeter is met geboue, vanaf datum van verkoping en die versekeringspolis sal aan die vonnisskuldeiser sodeer word en van krag gehou word as kollaterale sekuriteit vir die behoorlike betaling van die balans van die koopprys, rente en enige ander koste. Die risiko sal op die koper oorgaan vanaf die oomblik dat die verkoping plaasvind.

12. Indien die Balju vir enige rede nie in 'n posisie sou wees om toe te sien dat Transport plaasvind nie, mag die vonnisskuldeiser die verkoop kansleer indien hy gelyktydig enige bedrag wat ingevolge hierdie voorwaardes op rekening van die koopprys betaal is, sal sodanige kansellatie geen grond wees vir enige verdere vergoedings eis nie.

13. Indien die koper—

(a) 'n Trustee vir 'n gestigte Maatskappy sou wees, verbind hy homself hiermee om persoonlik transport te neem indien die maatskappy nie geïnkorporeer sou word en die verkoping nie binne vier weke vanaf datum van verkoping sou bekragtig nie; of die verkoping nie binne vier weke vanaf datum van verkoping sou bekragtig nie; of

(b) As verteenwoordiger sou koop, sal hy die naam en adres van sy prinsipale noem en sy volmag toon. Indien geen sodanige volmag getoon word nie, sal die eiendom onmiddellik vir verkoping her-aangebied word.

Gekoop deur (volle name)-----

Identiteitsnommer-----

Per publieke veiling op die-----dag van -----2003.

Balju van die Landdroshof

Ek/ons bevestig hiermee dat ek/ons die voormelde eiendom gekoop het op 'n publieke veiling vir die bedrag van ----- onderworpe aan die bogemelde terme en voorwaardes wat in die openbaar deur die afslaer uitgelees is op hierdie ----- dag van ----- 2003 en ek/ons verbind myself/onself hiermee gesamentlik en afsonderlik vir die behoorlike betaling van die koopprys, ensovoorts ingevolge die voormelde verkoopsvoorwaardes.

As getuies:

1. _____

2. _____

Address: _____

Telefoon: _____

Case No. 10182/02

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

**In the matter between TOBIAS JOHN LOUW N.O. (in his capacity as Curator of SAAMBOU BANK LIMITED), Plaintiff,
and YUSUF KHAN, 1st Defendant, and ZULAIGA KHAN, 2nd Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff Bellville, 29 Northumberland Street, Bellville on Thursday, 15 January 2004 at 09:00.

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

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

Property: Erf 17431, Bellville, in the City of Cape Town, Cape Division, Western Cape Province, measuring 518 square metres, also known as 20 Foxglove Circle, Belhair.

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

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. Tel No. (012) 342-9164. Ref. Andre Croucamp/Zelda/X1131.

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