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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 **2002** GOVERNMENT NOTICES **2002**

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

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

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

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

BELANGRIKE AANKONDIGING

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

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

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

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

Wanneer 'n APARTE Staatskoerant verlang word moet die 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 SEPTEMBER 1999

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

LIST OF FIXED RATES

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

*New
rate per
insertion*

STANDARDISED NOTICES

R

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

NON-STANDARDISED NOTICES

COMPANY NOTICES:

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

LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES	66,00
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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	60,00
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ORDERS OF THE COURT:

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

SALES IN EXECUTION AND OTHER PUBLIC SALES:

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

WORD COUNT TABLE

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

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

CONDITIONS FOR PUBLICATION OF LEGAL NOTICES

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

LIABILITY OF ADVERTISER

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

COPY

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

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

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

PAYMENT OF COST

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

PROOF OF PUBLICATION

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

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

GAUTENG

Saak No. 17911/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING

In die saak tussen STANDARD BANK OF SA LIMITED, Eksekusieskuldeiser, en MATIKINCA, SIKHUMBUZO STEPHEN, en MATIKINCA, BEATRICE NOTHUGLA, Eksekusieskuldenaars

Ingevolge 'n vonnis toegestaan in bogemelde Hof sal die onderstaande eiendom op 8 Januarie 2003 per eksekusie verkoop word deur die Balju, Landdroshof, 34A Krugerlaan, Vereeniging om 10h00.

Sekere: Resterende Gedeelte van Erf 341, Vereeniging Dorpsgebied, Registrasie Afdeling I.Q., Provinsie Gauteng (45A Krugerlaan, Vereeniging), groot 991 (nëgehonderd een en negentig) vierkante meter.

Verbeterings: Woonhuis met buitegeboue (geen waarborg word aangaande verbeterings verskaf).

Terme: Een tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen 'n koers van 17,0% per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en/of ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof, Vereeniging binne 14 (veertien) dae van verkoping. Die verkoping is onderhewig aan Artikel 66 van Wet op Landdroshowe No. 32 van 1944 soos gewysig.

Voorwaardes: Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die Balju Landdroshof, Vereeniging.

Gedateer te Vereeniging op hierdie 18 November 2002.

E H Lyell, Steyn Lyell & Marais, Tweede Vloer, Steyn Lyell & Marais Gebou, Lesliestraat 21 (Posbus 83), Vereeniging.
[Tel. (016) 421-4471.] (Verwys: Mev. Harmse.)

Case No. 18130/2002

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

In the matter between TOBIAS JOHN LOUW N.O., in his capacity as Curator of SAAMBOU BANK LTD (under Curatorship), Plaintiff, and GERHARD CHRISTIAN SCHULTZ, 1st Defendant, and LIZELLE POTGIETER, 2nd Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale without reserve will be held at the office of the Sheriff of the High Court, 180 Princes Avenue, Benoni on Thursday, 9 January 2003 at 09h00 of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff, Benoni, 180 Princes Avenue, Benoni:

Erf 4143, Northmead Extension 1 Township, Registration Division I.R., Province of Gauteng, measuring 993 square metres, held by virtue of Deed of Transfer No. T50331/2001, known as 15 Ensign Street, Airfield Extension 1, Benoni.

The following information is furnished with regard to improvements on the property, although nothing in this respect is guaranteed: A dwelling consisting, *inter alia* of an entrance hall, dining room/lounge, 4 bedrooms, bathroom, bathroom/toilet, toilet, kitchen. Outbuilding—garage, laundry, servant's room, toilet, carport.

Dated at Pretoria on this the 22nd November 2002.

D Frances, Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria.
[Tel. (012) 325-4185.] (Ref. D Frances/JD HA6765.)

Case No. 12583/2002

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

In STANDARD BANK OF SA LIMITED, Execution Creditor, and PALMER, ARCHIE IAN, and PALMER, MARGARETA JOHANNA, Execution Debtors

In pursuant to a judgment in the above Magistrate Court, the undermentioned property will be auctioned on the 10th day of January 2003 at 10h00 by the Sheriff, at the Magistrate's Court, Generaal Hertzogweg, Vanderbijlpark:

Certain: Erf 373, situate in the Township of Vanderbijlpark South West No. 5, Extension 1, Registration Division I.Q., Province Gauteng (29 Charter Street, S.W. 5, Extension 1, Vanderbijlpark), in extent 954 (nine hundred and fifty four) square metres.

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

Terms: Ten percent (10%) of the purchase price is payable on date of sale and the balance together with interest at a rate of 17,0% per annum from the date of sale until date of payment to be guaranteed by a bank, building society and/or any other acceptable guarantee. Such guarantee must be delivered to the Sheriff, Magistrate Court, Vanderbijlpark, within 14 (fourteen) days from date of sale. The sale is subject to Section 66 of Act 32 of 1944, as amended.

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

Dated at Vereeniging this 21st day of November 2002.

Case No. 9881/2002

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

In the matter between BOE BANK LIMITED, Plaintiff, and ARETSOSANENG BUSINESS ENTERPRISES CC, First Defendant, and NOMUSA THALITHA KHANYI, Second Defendant, and SITHEKILE JABU NDWANDWE, Third Defendant

Pursuant to a Judgment granted by this Honourable Court on 1 July 2002, and a Warrant of Execution, the undermentioned property will be sold in execution by the Sheriff of the Supreme Court, Benoni, on Thursday, 9 January 2003, at 09h00 at the Sheriff's Office, Benoni, at 180 Princes Avenue, Benoni, to the highest bidder:

Portion 128 (Portion of Portion 48) of the farm Putfontein No. 26, Registration Division I.R., the Province of Gauteng, in extent 1,0392 (one comma nought three nine two) hectares, held by Deed of Transfer T46575/2001, also known as 128 Geldenhuys Road, Putfontein, Benoni.

The following information is forwarded regarding the improvements on the property, although nothing can be guaranteed in this regard: Lounge, dining-room, kitchen, 4 bedrooms, 2 bathrooms, family room, 2 garages.

The Purchaser should pay a deposit of 10% of the purchase price and also the Sheriff of the Supreme Court's fees on the day of the sale and the balance price at registration of transfer, and secured by a bank guarantee approved by Plaintiff's Attorneys, to be given to the Sheriff of the Supreme Court, within fourteen days after the sale.

The abovementioned property will be sold on the conditions read out by the Sheriff of the Supreme Court at the time of sale, which will be available for viewing at the abovementioned Sheriff of Benoni.

Dated at Kempton Park on this 25th day of November 2002.

J G Joubert, Joubert, Scholtz Incorporated, 11 Heide Street, Kempton Park; PO Box 1300, Kempton Park. [Tel. (011) 394-2676.] C/o 9 Vloer, Charter House, 179 Bosman Street, Pretoria. (Ref. Mr Joubert/IG/EV/N61/02.) (Acc No. 3-000-000-500-948.)

Case No. 3649/2002

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

In the matter between: BOE BANK LIMITED, Plaintiff, and BERNARD ZIBUYISELE MASUKU, First Defendant, and JULIANA BONISILE MASUKU, Second Defendant

Pursuant to a Judgment granted by this Honourable Court on 7 March 2002, and a Warrant of Execution, the undermentioned property will be sold in execution by the Sheriff of the Supreme Court, Brakpan on Friday, 10 January 2003, at 11h00 at the Sheriff's Office, Brakpan, at 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 15614, Tsakane Extension 5 Township, Registration Division I.R., the Province of Gauteng, in extent 240 (two hundred and forty) square metres, held by Deed of Transfer T53902/1994, also known as 15614, Nkowankowa Street, Tsakane Extension 5, Brakpan.

The following information is forwarded regarding the improvements on the property, although nothing can be guaranteed in this regard: Lounge, kitchen, 2 bedrooms, 1 bathroom, no out-buildings, 4 sides brick walling.

Zoned: Residential.

Height: —.

Cover: 60%.

Build line: 2 meter.

The Purchaser should pay a deposit of 10% of the purchase price and also the Sheriff of the Supreme Court's fees on the day of the sale and the balance price at registration of transfer, and secured by a bank guarantee approved by Plaintiff's Attorneys, to be given to the Sheriff of the Supreme Court within fourteen days after the sale.

The abovementioned property will be sold on the conditions read out by the Sheriff of the Supreme Court at the time of sale, which will be available for viewing at the abovementioned Sheriff of Brakpan.

Dated at Kempton Park on this 27th day of November 2002.

J G Joubert, Joubert, Scholtz Incorporated, 11 Heide Street, Kempton Park; PO Box 1300, Kempton Park. [Tel. (011) 394-2676.] C/o 9 Vloer, Charter House, 179 Bosman Street, Pretoria. (Ref. Mr Joubert/IG/EV/N3/02.) (Acc No. 841 011 2718.)

Case No. 971/2002

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

In the matter between: BOE BANK LIMITED, Plaintiff, and PERUMAL MARIMUTHOO, First Defendant, and VANITHA MARIMUTHOO, Second Defendant

Pursuant to a Judgment granted by this Honourable Court on 22 March 2002, and a Warrant of Execution, the undermentioned property will be sold in execution by the Sheriff of the Supreme Court, Brakpan on Friday, 10 January 2003, at 11h00 at the Sheriff's Office, Brakpan, at 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 1216, Leachville Extension 1 Township, Registration Division I.R., the Province of Gauteng, in extent 699 (six hundred and ninety nine) square metres, held by Deed of Transfer T46273/2001, also known as 12 Damara Street, Leachville Extension 1, Brakpan.

The following information is forwarded regarding the improvements on the property, although nothing can be guaranteed in this regard: Lounge, lounge/dining-room, kitchen, 2 bedrooms, 1 bathroom, 1 dressing room, 1 outer toilet, single carport, no out-buildings, 3 sides pre-cast & 1 side brick/lattice walling.

Zoned: Residential.

Height: (HO), two storeys.

Cover: 60%.

Build line: 5 meter.

The Purchaser should pay a deposit of 10% of the purchase price and also the Sheriff of the Supreme Court's fees on the day of the sale and the balance price at registration of transfer, and secured by a bank guarantee approved by Plaintiff's Attorneys, to be given to the Sheriff of the Supreme Court within fourteen days after the sale.

The abovementioned property will be sold on the conditions read out by the Sheriff of the Supreme Court at the time of sale, which will be available for viewing at the abovementioned Sheriff of Brakpan.

Dated at Kempton Park on this 20th day of November 2002.

J G Joubert, Joubert, Scholtz Incorporated, 11 Heide Street, Kempton Park; PO Box 1300, Kempton Park. [Tel. (011) 394-2676.] C/o 9 Vloer, Charter House, 179 Bosman Street, Pretoria. (Ref. Mr Joubert/IG/EV/N233/01.) (Acc No. 814 032 0782.)

Case No: 815/2001

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

In the matter between: ABSA BANK LTD, Plaintiff, and RAMOLIA L A, 1st Defendant, and RAMOLIA M A S, 2nd Defendant

In pursuance of a judgment in the Magistrate's Court for the district of Vanderbijlpark, the undermentioned property will be put up for auction on the 24 January 2003 at the Magistrate's Court, Genl. Hertzog Street, Vanderbijlpark at 10h00.

Property description: Erf 505, Vanderbijl Park Central West 6 Extension 1 Township, Registration Division IQ Province Gauteng, Measuring 781 (Seven hundred and eighty one) square metres.

Street address: 1 Eugene Marais Street, CW6 X 1 Vanderbijlpark.

Improvements: Lounge, Kitchen, Bedrooms, Bathroom, Toilet, Single garage.

Terms: Ten percent (10%) of the purchase price is payable on date of the sale and the balance together with interest at a rate of 14,5% per annum from date of sale till date of payment to be guaranteed by a bank, building society or any other acceptable guarantee.

Such guarantee must be delivered to the Sheriff of the Magistrate's Court, Vanderbijlpark within Fourteen (14) days of date of sale. The sale is subject to Section 66 of Act 32 of 1944 as amended.

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

Dated at Vanderbijlpark on 19/11/02.

Signed: Pienaar Swart & Nkaiseng Inc, Attorneys for the Plaintiff, Ekspa Centre, 2nd Floor, Attie Fourie Street, Vanderbijlpark. Tel: (016) 981-4651. Ref: IP/L.10007.

Case No: 29841/2001

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

In the matter between: BOE BANK LIMITED, Plaintiff, and MAGDALENA MARIA DU PLESSIS, First Defendant, and LESLIE ANDREW DU PLESSIS, Second Defendant

Pursuant to a Judgment granted by this Honourable Court on 13 May 2002, and a Warrant of Execution, the undermentioned property will be sold in execution by the Sheriff of the Supreme Court, Brakpan on Friday, 10 January 2003, at 11h00 at the Sheriff's Office, Brakpan at 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 334, Brakpan Township, Registration Division I.R., the Province of Gauteng, in extent 991 (nine hundred and ninety one) square metres, held by Deed of Transfer T41931/1994, also known as 42 Gladstone Street, Brakpan.

The following information is forwarded regarding the improvements on the property, although nothing can be guaranteed in this regard: Lounge, diningroom, family room, kitchen, 4 bedrooms, dressing room, 1 bathroom, 1 separate toilet, 1 uncomplete bathroom. *Outbuildings:* Single storey outbuilding(s), lounge/bedroom, toilet, wash basin and double carport, 1 side palisade/brick plastered & painted, 1 side palisade & brick, 1 side brick/painted & 1 side brick walling.

Zoned: Residential 1, *height:* (HO) two storeys, *cover:* 60%, *build line:* 4 metre.

The Purchaser should pay a deposit of 10% of the purchase price and also the Sheriff of the Supreme Court's fees on the day of the sale and the balance price at registration of transfer, and secured by a bank guarantee approved by Plaintiff's Attorneys, to be given to the Sheriff of the Supreme Court within fourteen days after the sale.

The abovementioned property will be sold on the conditions read out by the Sheriff of the Supreme Court at the time of sale, which will be available for viewing at the abovementioned Sheriff of Brakpan.

Dated at Kempton Park on this 27th day of November 2002.

(Sgd) J G Joubert, Joubert, Scholtz Incorporated, 11 Heide Street, Kempton Park; P O Box 1300, Kempton Park. Tel: (011) 394 2676. C/o 9 Vloer, Charter House, 179 Bosman Street, Pretoria. Ref: Mr Joubert/IG/EV/N201/01. Acc No: 3-000-006-271-825.

Case No: 1314/2002

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

In the matter between: BOE BANK LIMITED, Plaintiff, and JEAN DAPHNE SCHUTZE, Defendant

Pursuant to a Judgment granted by this Honourable Court on 26 September 2002, and a Warrant of Execution, the under-mentioned property will be sold in execution by the Sheriff of the Supreme Court, Germiston North on Wednesday, 15 January 2003, at 11h00 at the Sheriff's Office, Germiston North at 1st Floor, Tandela House, cnr De Wet Street & 12th Avenue, Edenvale, to the highest bidder:

Erf 721, Eden Glen Extension 5 Township, Registration Division I.R., the Province of Gauteng, in extent 1 001 (one thousand and one) square metres, held by Deed of Transfer T45897/1996 and T35701A/1993, also known as 7 Marcal Crescent, Eden Glen Extension 5, Edenvale.

The following information is forwarded regarding the improvements on the property, although nothing can be guaranteed in this regard: 1 lounge, 2 toilets, kitchen, 2 bathrooms, 3 bedrooms, driveway, diningroom, 1 garage.

The Purchaser should pay a deposit of 10% of the purchase price and also the Sheriff of the Supreme Court's fees on the day of the sale and the balance price at registration of transfer, and secured by a bank guarantee approved by Plaintiff's Attorneys, to be given to the Sheriff of the Supreme Court within fourteen days after the sale.

The abovementioned property will be sold on the conditions read out by the Sheriff of the Supreme Court at the time of sale, which will be available for viewing at the abovementioned Sheriff of Germiston North.

Dated at Kempton Park on this 12th day of November 2002.

(Sgd) J G Joubert, Joubert, Scholtz Incorporated, 11 Heide Street, Kempton Park; P O Box 1300, Kempton Park. Tel: (011) 394 2676. C/o 9 Vloer, Charter House, 179 Bosman Street, Pretoria. Ref: Mr Joubert/ASK/N262/01. Acc No: 3 000 006 495 936.

Case No. 2002/12745
PH1136

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

In the matter between: STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and A B SITOE, Defendant

In terms of a judgment of the above Honourable Court dated the 5 August 2002, a sale in execution will be held on 10 January 2003 at 10h00 at the Sheriff Johannesburg East Office's at 69 Juta Street, Braamfontein, Johannesburg to the highest bidder without reserve:

Erf 413, Kenilworth Township, Registration Division I.R., the Province of Gauteng, measuring 495 (four hundred and ninety-five) square metres, held under Deed of Transfer No. T53572/2001.

Physical address: 171 Tramway Street, Kenilworth.

Zoning: General Residential.

Improvements: The following information is furnished but not guaranteed: A dwelling comprising of: 1 x lounge, 1 x dining-room, 1 x kitchen, 3 x bedrooms, 1 x bathroom, 1 x toilet, 1 x stoep, 1 x servants room, 1 x garage, 1 x outside shower/toilet.

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

The Purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a Bank or Building Society guarantee in a form acceptable to Plaintiff conveyancers, which guarantee shall be delivered by the Purchaser to the Sheriff within twenty-one (21) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

The aforesaid sale shall be subject to the Conditions of Sale which may be inspected at the office of the Sheriff of the High Court, Johannesburg South, 100 Sheffield Street, Turfontein or at the attorneys for the judgment creditor, being Strauss Daly Inc., Ground Floor, Building C, Grayston Ridge Office Park, cnr Katherine Street, Grayston Drive, Sandton.

Dated at Sandton this 3rd day of December 2002.

Strauss Daly Inc., Plaintiff's Attorney, Ground Floor, Block C, Grayston Ridge Office Park, cnr Katherine Street & Grayston Drive, Sandton. [Tel. (011) 444-4501.] (Ref. I L STRUWIG/yvc/S1663/10.)

Case No. 2002/17507
PH1136

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

**In the matter between: STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
YORK: WARREN LEE, Defendant**

In terms of a judgment of the above Honourable Court dated the 14 October 2002, a sale in execution will be held on 10 January 2003 at 10h00 at the Sheriff Roodepoort South Office's at 10 Liebenberg Street, Roodepoort to the highest bidder without reserve:

Short description of property and its situation: Erf 159 Roodepoort Township, Registration Division I.Q., the Province of Gauteng, in extent 892 (eight hundred and ninety-two) square metres, held under Deed of Transfer T23883/2002.

Physical address: 8 Lawson Street, Roodepoort West, Roodebult.

Zoning: General Residential.

Improvements: The following information is furnished but not guaranteed: A dwelling comprising of: *Main building:* 6 x living-rooms, 1 x kitchen, 4 x bedrooms, 2 x bathroom with w.c. *Outbuilding:* 1 x garage, 1 x store. *Cottage:* 1 x bedroom, 1 x bathroom with w.c., 1 x kitchen, 1 x extra room.

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

The Purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a Bank or Building Society guarantee in a form acceptable to Plaintiff conveyancers, which guarantee shall be delivered by the Purchaser to the Sheriff within twenty-one (21) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

The aforesaid sale shall be subject to the Conditions of Sale which may be inspected at the office of the Sheriff of the High Court, Roodepoort South, 10 Liebenberg Street, Roodepoort or at the attorneys for the judgment creditor, being Strauss Daly Inc., Ground Floor, Building C, Grayston Ridge Office Park, cnr Katherine Street, Grayston Drive, Sandton.

Dated at Sandton this 3rd day of December 2002.

Strauss Daly Inc., Plaintiff's Attorney, Ground Floor, Block C, Grayston Ridge Office Park, cnr Katherine Street & Grayston Drive, Sandton. [Tel. (011) 444-4501.] (Ref. I L STRUWIG/yvc/S1663/29.)

Case No. 2002/17507
PH1136

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

**In the matter between: STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
YORK: WARREN LEE, Defendant**

In terms of a judgment of the above Honourable Court dated the 14 October 2002, a sale in execution will be held on 16 January 2003 at 10h00 at the Sheriff Roodepoort South Office's at 10 Liebenberg Street, Roodepoort to the highest bidder without reserve:

Short description of property and its situation: Erf 159 Roodepoort Township, Registration Division I.Q., the Province of Gauteng, in extent 892 (eight hundred and ninety-two) square metres, held under Deed of Transfer T23883/2002.

Physical address: 8 Lawson Street, Roodepoort West, Roodebult.

Zoning: General Residential.

Improvements: The following information is furnished but not guaranteed: A dwelling comprising of: *Main building:* 6 x living-rooms, 1 x kitchen, 4 x bedrooms, 2 x bathrooms with w.c. *Outbuilding:* 1 x garage, 1 x store. *Cottage:* 1 x bedroom, 1 x bathroom with w.c., 1 x kitchen, 1 x extra room.

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

The Purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a Bank or Building Society guarantee in a form acceptable to Plaintiff conveyancers, which guarantee shall be delivered by the Purchaser to the Sheriff within twenty-one (21) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

The aforesaid sale shall be subject to the Conditions of Sale which may be inspected at the office of the Sheriff of the High Court, Roodepoort South, 10 Liebenberg Street, Roodepoort or at the attorneys for the Judgment Creditor, being Strauss Daly Inc., Ground Floor, Building C, Grayston Ridge Office Park, cnr Katherine Street, Grayston Drive, Sandton.

Dated at Sandton this 3rd day of December 2002.

Strauss Daly Inc., Plaintiff's Attorney, Ground Floor, Block C, Grayston Ridge Office Park, cnr Katherine Street & Grayston Drive, Sandton. [Tel. (011) 444-4501.] (Ref. I L STRUWIG/yvc/S1663/29.)

Case Number 2002/3581

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: BOE BANK LIMITED, Plaintiff, and MBENZANE: BEN LUCAS, Defendant

In pursuance of a judgment in the High Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed herein will be sold at the office of the Sheriff of the High Court, Alberton at 1st Floor Terrace Building, Eaton Terrace Street, New Redruth at 10h00 on the 13th of January 2003 to the highest bidder.

Certain: Erf 2645, Brackendowns Extension 5 Township, Registration Division I.R., the Province of Gauteng, held by Deed of Transfer T10615/2001 commonly known as 10 Boegoeberg Street, Brackendowns Township, measuring 1 000 m² (one thousand) square metres in extent;

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A single storey dwelling with brick walls and tiled roof with 1 lounge, 1 dining-room, 1 kitchen, 3 bedrooms, 2 bathrooms, 2 WC's, TV room, jacuzzi room, outbuilding consisting of a flat with main bedroom, lounge, bathroom and wc, 2 carports, 1 wc, pool and paved driveway.

Zoned: Residential.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten percentum) and the balance against transfer. The full conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the High Court, Alberton, 1st Floor Terrace Building, Eaton Terrace Street, New Redruth.

Dated at Johannesburg on this the 9 day of December 2002.

Van Staden & Booysen, Attorneys for Plaintiff, c/o Document Exchange, 3rd Floor, The Markade, 84 President Street, Johannesburg. (Tel. 867-5723.) (Ref. J van Staden/jk/B320.)

Case No. 2002/10408
PH 267

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and HERMANN STAAL, t/a FOTO BOOTH, First Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale with/without reserve will be held by the Sheriff of the High Court, Springs at the Sheriff's Offices, 56 12th Street, Springs, on 10 January 2003, at 11h00 of the undermentioned immovable property of the Defendant, on the Conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the High Court, 56 12th Street, Springs:

Erf 128, Struisbult Township, Registration Division I.R., Province of Gauteng, Measuring 2 075 (two thousand and seventy five) square metres, held by Deed of Transfer T5118/1979.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The property consists of: Face brick dwelling house, Tiled roof, consist of 3 x Bedrooms, Lounge/Dining room, Kitchen, Bathroom, Toilet, Separate Single Garage.

Terms: 10% (Ten Per Cent) of the purchase price in cash on the day of the sale; the balance payable against registration of Transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The Purchaser shall, on the day of the sale, pay 5% (Five Per Cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (Thirty Thousand Rand) and thereafter 3% (Three Per Cent) up to a maximum fee of R7 000 (Seven Thousand Rand). Minimum charges R300,00 (Three Hundred Rand).

Dated at Sandton on this day of December 2002.

Routledge-Modise, Plaintiff's Attorneys, 5th Floor, North Wing, Schreiner Chambers, 94 Pritchard Street, cnr Kruis Street, Johannesburg and/or 2 Pybus Road, cnr Rivonia Road, Sandton; PO Box 78333, Sandton City, 2146. [Tel. (011) 286-6900.] (Ref. IA6981/Mr C Fourie/ivr.)

Case No. 2002/13900

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

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and JOHANN ADAM MYBURGH, First Defendant, and RACHEL CHRISTINA ELIZABETH MYBURGH, Second Defendant

On the 9 January 2003 at 09h00 a public auction sale will be held at the offices of the Sheriff of the High Court, Benoni, 180 Princes Avenue, Benoni at which the Sheriff will sell:

Erf 2295, Crystal Park Extension 3 Township, Registration Division I.R., the Province of Gauteng, measuring 813 Eight Hundred and Thirteen) square metres, situated at 36 Oxpecker Crescent, Crystal Park Extension 3, Benoni (hereinafter called "the property").

Improvements reported (which are not warranted to be correct and are not guaranteed): A dwelling comprising 2 Bedrooms, 1 Bathroom and 3 other rooms.

The material conditions of sale are:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, "voetstoots", and subject to the High Court Act 59 of 1959.

2. The Purchaser shall be obliged to pay a deposit of ten per centum of the price and the fees of the Sheriff for acting as auctioneer (i.e. 5% of the proceeds of the sale up to the price of R30 000,00 and thereafter 3% to a maximum of R7 000,00 with a minimum of R300,00) immediately after the sale in cash or acceptable bank guaranteed cheque but the Sheriff shall if so directed by the Plaintiff, dispense with or reduce such deposit. The Purchaser shall pay the balance of the purchase price plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within 14 (fourteen) days of the sale.

3. Full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Benoni.

Dated at Germiston on November 11, 2002.

Henry Tucker & Partners, Plaintiff's Attorney, 4th Floor, Trust Bank Building, 135 Victoria Street, cnr Odendaal Street, Germiston, 1401; P.O. Box 507, Germiston, 1400. [Tel. (011) 825-1015.] (Ref. MM1317/A Pereira.)

Case No. 00/13630

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

In the matter between: NEDCOR BANK LIMITED, Execution Creditor, and KODISANG, THABANG RAYMOND, Execution Debtor

In pursuance of a Judgment in the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property attached listed herein will be sold voetstoots in execution on Friday, the 10th day of January 2003 at 11h00 at the Sheriff's Office, 56 Twaalfde Street, Springs, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot No. 13717, Kwa-Thema Extension 2 Township, Registration Division I.R., The Province of Gauteng, in extent 350 (three hundred and fifty) square metres, Also known as Erf 13717, KwaThema Ext 2. Springs.

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

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

Improvements: A dwelling under tiled roof comprising Lounge/Diningroom, 2 Bedrooms, Kitchen, Bathroom, Toilet.

The material conditions of public auction:

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

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

3. The full conditions of sale may be inspected at the Sheriff of the High Court, Springs.

Signed at Benoni on this the 4th day of December 2002.

H J Falconer, A. E. Cook Cook & Falconer, Attorneys for Judgment Creditor, 20 Russell Street, Western Extension; PO Box 52, Benoni, 1500, Dx 15, Benoni. [Tel. (011) 845-2700.] [Fax (011) 845-2709/420-3010.] (Ref. Mr Falconer/RP/N0001/228.)

Case No. 00/13133

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and KGAWANE, MANGWAKWANE JERRY, 1st Execution Debtor, and KGAWANE, DINDI EMELINA, 2nd Execution Debtor

In pursuance of a Judgment in the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property attached listed herein will be sold voetstoots in execution on Thursday, the 9th day of January 2003 at 09h00 at the Sheriff of the High Court, 180 Princes Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 2596, Wattville Township, Registration Division I.R., The Province of Gauteng, in extent 295 (two hundred and ninety five) square metres, also known as Erf 2596, Wattville, Benoni.

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

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

Improvements: A plastered dwelling under zink roof surrounded with build up fencing comprising: Lounge, Kitchen, 3 Bedrooms, Bathroom. Flatlet: 3 Bedrooms.

The material conditions of public auction:

1. The sale shall be without reserve and "voetstoots".
2. The purchaser will pay all costs of transfer of the property into his name, including but not limited to municipal rates, transfer duty and VAT, where applicable, Sheriff's commission on the sale and interest, plus a deposit of at least 10% (ten per centum) of the purchase price or if the purchase price is less than R10 000,00 then the total purchase price is payable.
3. The full conditions of sale may be inspected at the Sheriff of the High Court, Benoni.

Signed at Benoni on this the 3rd day of December 2002.

H J Falconer, A. E. Cook Cook & Falconer, Attorneys for Judgment Creditor, 20 Russell Street, Western Extension; PO Box 52, Benoni, 1500, Dx 15, Benoni. [Tel. (011) 845-2700.] [Fax (011) 845-2709/420-3010.] (Ref. Mr Falconer/RP/N0001/222.)

Case No. 5536/2002

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

In the matter between: BOE BANK LIMITED, Plaintiff, and CONSAF (PTY) LIMITED, First Defendant, and ERNEST BERTRAM HEATLIE, Second Defendant, and ELIZABETH MARGARET HEATLIE, Third Defendant

In pursuance of a Judgment in the High Court dated 30 October 2002 and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on the 10th of January 2003 at 11h15 at the Sheriff's Office, 182 Leeuwpoot Road, Boksburg, to the highest bidder without reserve:

Property description: Erf 1023, Beyerspark Extension 43 Township, Registration Division I.R., the Province of Gauteng, in extent 1,9544 (one comma nine five four four) hectares, held under Deed of Transfer No. T42674/1997.

Physical address: Cnr Phillip and Atlas Road, Beyerspark, Boksburg.

Improvements: Shopping Centre, mainly single but part double storey building of steel frame with face brick walls under iron roof and ceramic/PVC floor covering consisting of 24 individual shops including 2 large restaurants—1 a free standing separate building; covered walkways; large open parking area with approximately 295 parking bays; and entire stand secured with palisade fencing (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

Zoning (the accuracy hereof is not guaranteed): Business 3.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The full Conditions of Sale may be inspected at the offices of the Sheriff, 182 Leeuwpoot Road, Boksburg.

Dated at Durban this 27th day of November 2002.

Shepstone & Wylie, Plaintiff's Attorneys, 37 Aliwal Street, Durban. (Ref. AF Donnelly/mn/BOEC 1.109.)

Saak Nr. 72422/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen: L. ADENDORFF, Eksekusieskuldeiser, en D. KUNERT, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Landdroshof van Pretoria op 27 Junie 1997, sal die onderstaande eiendom om 10h00 op 23 Januarie 2003 te Kamer 603A, Olivetti Gebou, hoeke van Schubart en Pretoriusstrate, Pretoria, geregtelik verkoop word, naamlik:

Eenheidnommer 42, Selborn House, geleë te Erf 303, Suiderberg, dorpsgebied en plaaslike bestuur stadsraad van Tshwane, 78 vierkante meter groot en 'n halwe onverdeelde aandeel in die gemeenskaplike eiendom, bekend as Woonsteinommer 5, Selborn House, h/v Jacobsdalstraat & Sannasposweg, Suiderberg.

Besonderhede word nie gewaarborg nie.

3 slaapkamerwoonstel, hoofslaapkamer met stort & toilet, aparte badkamer met toilet, oopplankombuis, stoep, sit-/eetkamer, motorafdak.

Die voorwaardes van die verkoping sal onmiddellik voor die verkoping gelees word en is ter insae by die kantoor van die Balju, Olivetti Gebou, Kamer 607, hoek van Schubart- en Pretoriusstrate, Pretoria.

Geteken te Pretoria op die 12de dag van Desember 2002.

Izak J. Croukamp, vir Izak J Croukamp Prokureurs Ing., Eiser se Prokureurs, p/a JHB v/d Merwe Prokureurs, 3de Vloer, Bureaforum, Bureaulaan, Pretoria. [Tel: (012) 548-4328/548-5019.] (Verw: M Wouda/Lêernr: CA0024.)

Saaknommer: 72422/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen: L. ADENDORFF, Eksekusieskuldeiser, en D. KUNERT, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Landdroshof van Pretoria op 27 Junie 1997, sal die onderstaande eiendom om 10h30 op 23 Januarie 2003 te Azaniagebou, hoek van Iscorlaan & Iron Terrace, Wespark, Pretoria, geregteik verkoop word, naamlik:

Erf 553, Proklamasie Heuwel Uitbreiding 1, Registrasieafdeling JR, provinsie van Gauteng, grootte 1 020 (eenduisend en twintig) vierkante meter, gehou onder Titelakte T52422/2001.

Besonderhede word nie gewaarborg nie en die eiendom is verbeter as volg: Woning bestaan uit 3 slaapkamers, 1½ badkamer, aparte toilet, kombuis, eetkamer, studeerkamer, opwaskamer, en buitegebou bestaan uit motorhuis, bediendekamer, sitkamer (twee), toilet.

Die voorwaardes van die verkoping sal onmiddellik voor die verkoping gelees word en is ter insae by die kantoor van die Balju, Azaniagebou, hoek van Iscorlaan en Iron Terrace, Wespark, Pretoria.

Geteken te Pretoria op die 12de dag van Desember 2002.

Izak J. Croukamp, vir Izak J. Croukamp Prokureurs Ing., Eiser se Prokureurs, p/a JHB v/d Merwe Prokureurs, 3de Vloer, Bureaforum, Bureaulaan, Pretoria. [Tel: (012) 548-4328/548-5019.] (Verw: M Wouda/Lêernr: CA0024.)

Saaknr. 33362/2001

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen: ABSA BANK BEPERK, Eiser, en DREYER, OCKERT GERHARDUS, Eerste Verweerder, DREYER, MARIANA, Tweede Verweerderes

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping gehou word deur die Balju Pretoria-Wes te Olivettigebou 603, h/v Schubart & Pretoriusstraat, Pretoria, op Donderdag, 9 Januarie 2003 om 10:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die Veilingsafsaer gelees sal word ten tye van die verkoping:

Gedeelte 102 van die Erf 3446, Danville Uitbreiding 3 dorpsgebied, Registrasie Afdeling J.R., Provinsie van Gauteng, groot 279 (tweehonderd nege en sewentig) vierkante meter, gehou kragtens Akte van Transport Nr. T90526/98 (ook bekend as Tweevingergras Singel 41, Danville, Pretoria, Gauteng).

Verbeterings: Woonhuis met 3 slaapkamers, sitkamer, kombuis, badkamer, aparte toilet.

Die bovermelde inligting in verband met verbeteringe op die eiendom word verstrek, maar geen waarborg kan daarvoor gegee word nie.

Geliewe voorts daarop te let dat die Verkoopsvoorwaardes by die voormelde kantore van die Balju, Pretoria-Wes te Olivettigebou 603, h/v Schubart & Pretoriusstrate, Pretoria ingesien kan word.

Geteken te Pretoria op die 2de dag van Desember 2002.

Van der Merwe Du Toit Ingelyf, Prokureurs vir Eiser, Brooklyn Place, h/v Bronkhorst & Deystrate, Brooklyn, Pretoria. Verw: C van Eetveldt/RH/A0006/1120.

Saaknr. 9031/2002

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen: TOBIAS JOHN LOUW N.O., in sy hoedanigheid as Kurator van Saambou Bank Beperk (onder Kuratorskap), Reg. No. 1987/005437/06, Eiser, en ROSY BOKKIE NKUNA, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op die 1ste dag van Maart 2002 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria Suid, op die 22ste dag van Januarie 2003 om 10h00 te Edenpark, Gerhardstraat 82, Centurion, verkoop:

Sekere: Erf 1515, The Reeds Uitbreiding 5, Registrasie Afdeling JR, Provinsie van Gauteng, beter bekend as 9 Rob Louwstraat, The Reeds X5, Centurion.

Groot: 1040 (Eenduisend en Veertig) vierkante meter.

Sonering: Residensieël.

Ten tye van die opstel van hierdie kennisgewing was die volgende verbeteringe aangebring op die eiendom, maar word niks gewaarborg nie:

'n Woonhuis bestaande uit 'n sitkamer, eetkamer, 2 slaapkamers, badkamer, kombuis, 2 motorafdakke, waskamer.

Die Koper moet 'n deposito van 10% van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n Bank of Bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju 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 te Edenpark, Gerhardstraat 82, Centurion.

T. du Plessis, Prokureurs vir Eiser, Dyason Ingelyf, Leopont, h/v Nelson Mandela Rylaan en Kerkstraat-Oos, Pretoria.
Verw: T du Plessis/SL/FF3014.

EASTERN CAPE OOS-KAAP

Case No: 2224/02

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

In the matter between FIRSTRAND BANK LIMITED, Plaintiff and MZIMKULU CLARENTON JOHN, Defendant

In execution of a Judgment of the above Honourable Court dated 21st October 2002 the following property will be sold to the highest bidder at the Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets Port Elizabeth on Friday, January 10th, 2003 at 15h00.

1. Section 2 in the scheme Carmel Villas Fifteen, measuring 43 square metres; and an undivided share in the common property in the scheme

2. Exclusive Use Area described as Garden Area G2 in the scheme Carmel Villas Fifteen, measuring 413 square metres. Situate at 15B Carmel Crescent, Sherwood, Port Elizabeth.

Improvements (not guaranteed) on property zoned Residential, consists of a single storey semi-detached unit, brick under tiled roof with lounge, kitchen, two bedrooms, one bathroom and one toilet.

The conditions of sale may be inspected at the office of the Sheriff, 3rd Floor, 15 Rink Street, Port Elizabeth.

Dated at Port Elizabeth on this 13th day of November, 2002.

Selwyn Solomon & Company, Plaintiff's Attorneys, 582 Govan Mbeki Avenue, Port Elizabeth.

Case No: 3207/2002

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and LOYISO NOMPUNGA, Execution Debtor

In terms of a Judgment of the above Honourable Court and a Warrant of Execution issued, the following property will be sold at The Magistrate's Court, Mdantsane on 15th January 2003 at 10h00 am to the highest bidder subject to the provisions of the Conditions of Sale:

Certain piece of land being: Ownership Unit No. 1938, Township of Mdantsane Unit No 6, District of Mdantsane, Province of the Eastern Cape and duly represented and described on General Plan No B.A. 211/1876, measuring 300 (three hundred) square metres, held by Deed of Grant No. TG 9146/1999, known as 1938 Nu 11, Mdantsane.

The full Conditions of Sale may be inspected at the offices of the Sheriff of the Magistrate's Court, c/o 5 Eales Street, King William's Town and these will be read out by the Auctioneer immediately before the sale.

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

Dated at East London on this 14th day of November 2002.

Bate, Chubb & Dickson Inc, Attorneys for Judgment Creditor, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. [Tel: (043) 701-4500.] (Ref: MAC/Francis Calverley/W19767.)

Case No: 3821/02

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

In the matter between PEOPLES BANK LIMITED, Execution Creditor, and KHUNGIWE CHRISTOPHER NKANTSU, Execution Debtor

In terms of a judgment of the above Honourable Court and a Warrant of execution issued, the following property will be sold at the Magistrate's Court, Mdantsane on 15th January 2003 at 10h00 am to the highest bidder subject to the provisions of the Conditions of Sale:

Certain piece of land being: Ownership Unit No. 1781 Township of Mdantsane-Q, District of Mdantsane, Province of the Eastern Cape and duly represented and described on General Plan No. PB76/1983, measuring 300 (three hundred) square metres, held by Deed of Grant No. TG17183/1998.

Known as 1781 NU 16, Mdantsane.

The full Conditions of Sale may be inspected at the offices of the Sheriff of the Magistrate's Court (Mdantsane), 5 Eales Street, King William's Town and these will be read out by the Auctioneer immediately before the sale.

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

Dated at East London on this 29th day of November 2002.

Bate, Chubb & Dickson Inc, Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. Tel: (043) 701-4500. Ref: MAC/Francis Calverley/W200088.

Case No: 1769/2002

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and MZIMKHULU APOLLO BIBI, Defendant

The following property will be sold in execution on Wednesday the 15th January, 2003 at 10h00 or so soon thereafter at the Magistrate's Court, Mdantsane, to the highest bidder namely:

4348 NU 2, Mdantsane, held under Deed of Grant No. TX1181/1994.

Conditions of sale:

1. A deposit of ten (10) per centum of the purchase price must be paid in cash or by a deposit-taking institution guaranteed cheque at the time of the sale and the balance against registration of transfer.

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

3. The full conditions of sale which will be read out immediately prior to the sale and may be inspected at the Sheriff's office, 5 Eales Street, King William's Town.

I C Clark Inc., Plaintiff's Attorneys, cnr Oxford Street & St Lukes Road, Southernwood, East London.
(Mr C Wood/jo/W/A78/G03694.)

FREE STATE • VRYSTAAT

Case No. 4916/00

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

In the matter between NBS, a division of BOE BANK LTD, Plaintiff, and GEORGE PETER ALBERT SMIT, 1st Defendant, and SUSANNA FRANCINA SMIT, 2nd Defendant

In pursuance of a Judgment, of the Magistrate's Court of Sasolburg and a Writ of Execution, the property listed hereunder will be sold in execution at 10h00 on 17th January 2003 by the Sheriff at Room 19, Old Trust Bank Building, Cnr Bain & Fichardt Street, Sasolburg:

Erf 4198, situated in the township Sasolburg Ext 4, District Parys, Extent 1 110 square meters.

Physical address: 13 Vanderbijl Street, Ext 4, Sasolburg.

Consists of: Lounge/dining-room, 1 kitchen, 4 x bedrooms, 1 bathroom, 1 toilet.

1. *Terms:* Ten per cent (10%) of the purchase price to be paid on the date of the sale, and the balance together with interest, to be paid or secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of the sale.

2. *Conditions of sale:* The Conditions of Sale may be inspected at the Offices of the Sheriff, Magistrate's Court, Sasolburg.

Dated at Vereeniging on this 26th day of November 2002.

J Prinsloo, Rossouw & Prinsloo Inc., 1st Floor, River Gables, Nile Drive, Three Rivers, Vereeniging. (Ref. JAM Prinsloo/SW.)

Saak Nr. 3222/2002

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Vrystaatse Provinsiale Afdeling)

In die saak tussen FIRSTRAND BANK BEPERK, Eiser, en Mnr. MARK XAVIER DE LEMOS (ID NR. 7203225649089), 1ste Verweerder, en Mev CHRISTINE DE LEMOS (ID Nr 7004030057082), 2de Verweerderes

Uit kragte van 'n vonnis van die Hooggeregshof van Suid-Afrika (Vrystaatse Provinsiale Afdeling) en kragtens 'n lasbrief tot uitwinning, sal die volgende eiendom per publieke veiling op:

Vrydag, 10 Januarie 2003 om 11:00, deur die Balju van die Hooggeregshof, Welkom te die Tulbach-ingang van die Landdroshof, Welkom, aan die hoogste bieder verkoop word naamlik:

Eiendomsbeskrywing: Erf 5813, Welkom (Uitbreiding 6), distrik Welkom, groot 1 011 vierkante meter, gehou Kragtens Transportakte Nr T16624/1996, beter bekend as Jamesonstraat 10, Seemeeu Park, Welkom, Vrystaat Provinsie.

Die eiendom bestaan uit die volgende: 'n Woonhuis welke woning gesoneer is vir woondoeleindes bestaande uit: 3 Slaapkamers, 1 Sitkamer, 1 Eetkamer, 1 Kombuis, 1 Badkamer, 1 Toilet, 1 Motorhuis en 'n Huishulp Kwartiere.

Verbeterings: Nul.

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

Geteken te Bloemfontein hierdie 20ste dag van November 2002.

De Buys Human, Symington en De Kok, Prokureur vir Eiser, Symington & De Kokgebou, Nelson Mandelarylaan 169B, Bloemfontein. (Verw. MD 0562.)

Case No. 2577/2001

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

**In the matter between WG WEARNE (PTY) LTD, Plaintiff, and VIERMEULEN
PROPERTY ENTERPRISES (PTY) LTD, Defendant**

In pursuance of a judgment of the above Honourable Court dated 27/06/2001, and warrant of execution dated 17/07/2001, the following property will be sold to the highest bidder on 10/01/2003 at 12h00 at the Magistrate's Offices, Oxford Street, Bethlehem, namely:

Erf 2316, situate in the town and District of Bethelhem, measuring 821.00 square meters.

The improvements: None.

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, 6 Van der Merwe Street, Bethlehem and the offices of Hattingh Marais, Attorneys for Plaintiff, 3 Theron Street, Bethlehem.

Dated at Bethlehem on this 27 day of November 2002.

Attorneys for Plaintiff, Hattingh Marais, 3 Theron Street, Bethlehem, 9700. (Ref. H Marais/cb/Z91103.)

Sheriff of the Magistrate's Court, Bethlehem.

Saak Nr. 6528/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VIRGINIA GEHOU TE VIRGINIA

In die saak tussen FIRSTRAND BANK BEPERK, Eiser, en SELLO ABRAM MOSHANE, Verweerder

Ingevolge 'n vonnis gedateer 15 November 2002, en 'n lasbrief vir eksekusie in die Landdroshof van Virginia, sal die volgende eiendom per publieke veiling verkoop word, op Vrydag 10 Januarie 2003 om 10:00 te die Landdroshof, Virginia Tuine, Virginia:

Sekere: Erf 4870 (Uitbreiding 4), geleë in die stad Virginia, distrik Ventersburg, welke eiendom vir woondoeleindes gesoneer is en beter bekend is as Mazeppastraat 19, Saaiplaas, Virginia, groot 1145 m², gehou kragtens Transportakte T8273/1995, Mazeppastraat 19, Saaiplaas, Virginia.

Verbeterings: 'n Woonhuis bestaande uit 'n ingangsportaal, sitkamer, eetkamer, kombuis, 3 slaapkamers, badkamer, toilet, motorhuis en 'n bediendekamer met badkamer en toilet.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, Nr 32 of 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

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;

Die onbetaalde balans tesame met rente op die koopsom bereken ten 'n koers van 17% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

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

Gedateer te Bloemfontein hierdie 3de dag van Desember 2002.

J. H. Conradie, Prokureurs van Eksekusieskuldeiser, p/a Rossouws Prokureurs, Pres. Reitzlaan 119, Westdene, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 506-2500.] (JHC/ab/CM665296.)

KWAZULU-NATAL

Case No. 2609/2001**IN THE HIGH COURT OF SOUTH AFRICA**
(Durban and Coast Local Division)**In the matter between ABSA BANK LIMITED (86/04794/06), Plaintiff, and BAHLE WISEMAN SOGONI, Defendant**

In terms of a judgment of the above Honourable Court dated 4 October 2002, a sale in execution will be held at 09h00 on 6 January 2003 at 1 Trevenen Road, Lotus Ville, Verulam, to the highest bidder without reserve:

Lot 1701, Verulam (Ext 16), situate in the Borough of Verulam, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent of 93 (ninety three) square metres held under Deed of Transfer No. T10731/96.

Physical address: 27 Jacaranda Ave, Mount View, Verulam.

The following information is furnished but not guaranteed:

Brick under cement tile duplex consisting of: Lounge, diningroom, kitchen, 2 bedrooms, bathroom, separate toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning. (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 of the High Court, 1 Trevenen Road, Lotus Ville, Verulam.

Dated at Durban this 21 November 2002.

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

Case No. 5081/2002**IN THE HIGH COURT OF SOUTH AFRICA**
(Durban Coast Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and BOGINKOSI SELBY MKHATSHWA, Defendant**

In terms of a judgment of the above Honourable Court dated the 16 September 2002, a sale in execution will be held on 6 January 2003 at 09h00 at the Sheriff's Office, 1 Trevenen Road, Lotusville, Verulam, to the highest bidder without reserve:

Erf 1863, Newlands, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 537 (five hundred and thirty seven) square metres, held under Deed of Transfer No. T35259/2001.

Physical address: 49 Witchfield Grove, Newlands West.

Zoning: Special Residential.

Improvements: The following information is furnished but not guaranteed:

A dwelling comprising of: 2 x bedrooms, bathroom/toilet, kitchen & lounge. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

The purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Inanda Area 2, 1 Trevenen Road, Lotusville, Verulam.

Dated at Durban this 21st day of November 2002.

D H Botha, Strauss Daly Inc., Plaintiff's Attorneys, 3rd Floor, 21 Aliwal Street. (Ref. Mrs VAN HUYSSTEEN/N0183/1117/MM.)

Case No. 4344/2002**IN THE HIGH COURT OF SOUTH AFRICA**
(Durban Coast Local Division)**In the matter between STANDARD BANK OF SOUTH AFRICA, Plaintiff, and IRIS ZANDILE DLAMINI, Defendant**

In terms of a judgment of the above Honourable Court dated the 16 September 2002, a sale in execution will be held, on 6 January 2003 at 09h00 at the Sheriff's Office, 1 Trevenen Road, Lotusville, Verulam, to the highest bidder without reserve:

Erf 882, Earlsfield, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 408 (four hundred and eight) square metres, held under Deed of Transfer No. T15947/2001.

Physical address: 101 Earlsfield Drive, Earlsfield.

Zoning: Special Residential.

Improvements: The following information is furnished but not guaranteed: A dwelling comprising of 3 x bedrooms, livingroom, bathroom/toilet & kitchen. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

The purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Inanda Area 2, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban this 28th day of October 2002.

D H Botha, Strauss Daly Inc., Plaintiff's Attorneys, 3rd Floor, 21 Aliwal Street. (Ref. Mrs VAN HUYSSTEEN/S1272/20/MM.)

Case No. 8357/2000

IN THE MAGISTRATE'S COURT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION, formerly trading as KWAZULU FINANCE & INVESTMENT CORPORATION LTD, Plaintiff, and MOSES BHUBHULE SHOZI, ID 6111285284088, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 13th February 2001 and warrant of execution issued thereafter the following immovable property will be sold in execution on Friday, 10th January 2003 at 11:00 at the Sheriff's Salesroom, No. 1 Ridge Road, Cato Ridge (opposite the Cato Ridge Library) to the highest bidder:

Ownership Unit No. 1027, Mpumalanga Township, situate in the Mpumalanga-B Township, District and County of Pietermaritzburg in extent 536 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situate at Unit 1027, Mpumalanga-B Township, Pietermaritzburg District, KwaZulu-Natal which property consists of a single storey dwelling consisting of lounge, dining room, 3 bedrooms, kitchen and bathroom.

Material conditions of sale: The purchaser shall pay ten (10%) per cent of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Magistrate's Court, No. 1 Ridge Road, Cato Ridge, KwaZulu-Natal and interested parties may contact the Execution Creditor which may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 3rd day of December 2002.

J von Klemperer, for Von Klemperers, Execution Creditor's Attorneys, 234 Berg Street, Pietermaritzburg. (Ref. 01/1527/003.)

Case No. 362/2001

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

**In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Execution Creditor, and
PRAKASHINI INVESTMENTS CC, Execution Debtor**

Take notice that in execution of a judgment by default in the above Court, a sale in execution, will be held by the Sheriff at 17 Drummond Street, Pietermaritzburg on Thursday, 9th January 2003 at 10h00, of the undermentioned property, on conditions to be read out by the Sheriff at the time of the sale:

Erf 4833, Northdale, Registration Division FT, Province of KwaZulu-Natal, in extent 533 square metres, held by the Defendant under Deed of Transfer No. T.10745/93.

The following information is furnished regarding the property, though in this respect, nothing is guaranteed:

A. *Physical address:* 86 Regina Road, at the corner of Reservoir Road, Pietermaritzburg;

B. *Improvements:* These have been drawn off the approved plans lodged with the Pietermaritzburg Msunduzi—no guarantee is given that the building has been built in accordance with these plans.

A triple storied shopping complex constructed of cast concrete and facebrick under IBR iron, consisting of:

1. *Basement:*

1.1 Storage area, approximately 138 square metres;

1.2 Cold room, approximately 3,5 square metres;

1.3 Meat preparation area, approximately 1,5 square metres;

1.4 Male toilet having 2 toilets and a urinal;

1.5 Ladies toilet, having a toilet and change room;

1.6 Two further changerooms measuring approximately 3 square metres;

1.7 Stairwell to ground floor.

2. Ground floor:

- 2.1 Shop area (single occupancy) measuring 296 square metres;
- 2.2 Stairwell to basement;
- 2.3 Stairwell to first floor;
- 2.4 Small shop area currently occupied by a bottle store.

3. First floor:

- 3.1 Shop area (single occupancy) measuring approximately 296 square metres;
- 3.2 Stairwell to ground floor;
- 3.3 Outside stairwell to ground floor.

C Zoning: Commercial.

The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Pietermaritzburg, at 17 Drummond Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on 22nd November 2002.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorney, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R Staurt-Hill/26N0041/01.)

Case No. 4526/1998

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

**In the matter between PORT SHEPSTONE TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and
K RAMLAKAN, Execution Debtor**

Pursuant to a judgment granted by the above Honourable Court on the 26th March 1999 and a warrant of execution served on the 12th January 2002, the undermentioned property will be sold by public auction on Friday the 24th day of January 2003 at 11h00 in front of the Magistrate's Court, Port Shepstone:

Property description: Portion 91 (of 40) of Erf 34, Marburg Settlement No. 5435, Registration Division HS, in the Hibiscus Coast Municipality Area and in the Ugu District Municipality Area, Province of KwaZulu-Natal in extent 913 (nine hundred and thirteen) square metres, held under Deed of Transfer No. T9388/1986.

The property comprises the following: Dwelling under brick and tile, consisting of lounge, kitchen, 3 bedrooms, toilet/basin/shower, toilet.

Nothing in this regard is guaranteed.

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

Signed at Port Shepstone on this 20th day of November 2002.

Grobler & Seethal, Attorney for Applicant, "The Chambers", 68 Escombe Street; P O Box 73, Port Shepstone, 4240. (Ref. 10M003410.)

Case No: 4840/2001

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

In the matter between VOLTEX (PTY) LIMITED, Execution Creditor, and BAMBANANI ELECTRICAL CC, First Execution Debtor, CORNELIUS WILHELMUS ELS (I.D. No. 4909135039087), Second Execution Debtor, and P M D ELECTRICAL CC, Third Execution Debtor

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a Writ of Execution dated the 28 January 2002, the undermentioned property will be sold in execution on the 22 January 2003 at 10:00 at the front room of the Magistrate's Court, Newcastle, namely:

1. Lot 9898 situated at 116 Montague Street, Newcastle.

The property is improved, but nothing is guaranteed.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court at 36 York Street, Newcastle. The conditions are mainly the following:

1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the execution creditor or its attorneys.

2. The Purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 18% per annum from the date of sale to the date of registration of transfer shall be paid by a secured Bank or Building Society guarantee approved by the execution creditor's attorneys and to be furnished within fourteen days after the date of sale.

Dated at Newcastle on this the 29 October 2002.

Mrs C Spies, for De Jager Steyn Maritz Incorporated, Attorney for Plaintiff, 4th Floor, D S M Building, 52 Scott Street; P O Box 314, Newcastle. Tel 315-2226. Ref: ARS 127/V.237 Mrs Lindeman.

Case No: 1908/02

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

In the matter between ABSA BANK LIMITED, Plaintiff, and N.V. NAIDOO, Defendant

In pursuance of a judgment granted on 2nd September 2002 in the Port Shepstone Magistrate's Court, under writ of Execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on Friday, 10th January 2003 at 10h00 in front of the Port Shepstone Magistrate's Court.

Property description: Lot 1068, Marburg, (cnr of Hillview & Valley Roads), Registration Division ET, Province of KwaZulu-Natal, in extent one thousand three hundred and sixty five (1365) square metres, held under Deed of Transfer No. T423/95.

Improved as follows:

Double storey house consists of Top: Diningroom, lounge, kitchen, 4 bedrooms, toilet/basin/shower & bath, single garage with 1 room & toilet attached to it. Bottom: Diningroom, lounge, kitchen, 4 bedrooms, toilet/basin/shower/bath. (Nothing in this regard is guaranteed.)

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

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance together with interest thereon on transfer, to be secured by a Bank or Building Society Guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the sale which guarantee shall be approved by the Plaintiff's attorneys.

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

4. The full conditions of sale may be inspected at the office of either the Sheriff of the Magistrate's Court, Port Shepstone or at the offices of the Plaintiff's attorneys.

Dated at Port Shepstone on this the 3rd day of December 2002.

Barry, Botha & Breytenbach Inc, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref: PJF/DH/A288.) (13 A054 010.)

Case No. 4383/2002

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

**In the matter between: ABSA BANK LIMITED, Execution Creditor, and LOUIS AUBREY LETARD,
First Execution Debtor, and LESLEY DAWN LETARD, Second Execution Debtor**

In Execution of a Judgment granted by the above Honourable Court dated on the 23rd August 2002 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Durban Central, Ground Floor, 296 Jan Smuts Highway (cnr. Buro Cres.), Mayville, Durban on the 9th January 2003 at 10h00 to the highest bidder without reserve, namely:

Sub 70 (of 4) of Lot 9508 Durban, situated in the City of Durban, Administrative District of Natal, in extent 540 (five hundred and forty) square metres, subject to the conditions therein contained, which property is physically situated at 594 Bartle Road, Umbilo, Durban, KwaZulu-Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. T14248/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection being brick/corrugated iron and Harvey tiled semi detached dwelling comprising of: Entrance hall, lounge, dining-room, kitchen, 3 bedrooms, 3 bathrooms and laundry.

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 office of the Sheriff of the High Court, Durban Central, 296 Jan Smuts Highway, Melville, Durban.

Dated at Durban this 6th day of December 2002.

Pearce Lister & Co., Execution Creditor's Attorneys, 8th Floor, Fedsure House, 320 Smith Street, Durban, Docex 49. (Ref. JDT/mg/11/U016/540.)

Case No. 5639/2002

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)**In the matter between: ABSA BANK LIMITED, Execution Creditor, ANGEL BALUNGILE NTENGA, Execution Debtor**

In Execution of a Judgment granted by the above Honourable Court dated on the 3rd October 2002 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Durban Central, Ground Floor, 296 Jan Smuts Highway (cnr. Buro Cres.), Mayville, Durban on the 9th January 2003 at 10h00 to the highest bidder without reserve, namely:

Erf 1702, Chesterville (Extension 1), Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 415 (four hundred and fifteen) square metres, subject to the conditions therein contained, which property is physically situated at 61 School Road, Extension 1, Chesterville, KwaZulu-Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer No. T28934/97.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection being cement brick under cement tile dwelling comprising of: Lounge, kitchen, 2 bedrooms, bathroom.

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 office of the Sheriff of the High Court, Durban Central, 296 Jan Smuts Highway, Melville, Durban.

Dated at Durban this 6th day of December 2002.

Pearce Lister & Co., Execution Creditor's Attorneys, 8th Floor, Fedsure House, 320 Smith Street, Durban, Docex 49. (Ref. JDT/mg/11/U016/564.)

Case No. 5767/99

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)**In the matter between: THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and VUKILE EXPERIENCE MGADI, First Defendant, and ANGEL PHILISIWE MNGADI, (Bond Account No. 213 883 821), Second Defendant**

In terms of a judgment of the above Honourable Court, a sale in execution will be held at Ground Floor, 296 Jan Smuts Highway (cnr Buro Crescent), Mayville, Durban at 10h00 am on Thursday, the 9th January 2003 to the highest bidder without reserve:

Section No. 20 as shown and more fully described on Sectional Plan No. SS86/81, in the scheme known as "Bonaminx" in respect of the land and building or buildings situated in the Durban Entity, of which section the floor area, according to the said sectional plan is 64 (sixty-four) 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 ST9888/95.

Physical address: 20 Bonaminx, 38 Brand Road, Durban, KwaZulu-Natal.

Zoning: Special Residential.

The property consists of the following: Sectional Title Unit comprising 1 lounge, 2 bedrooms, kitchen, bathroom/toilet. There is one parking bay.

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

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Durban Central, 296 Jan Smuts Highway, Mayville, Durban.

Dated at Durban this 28th day of November 2002.

Goodrickes, Plaintiff's Attorney, 6th Floor, Durban Club Place, Durban, 4001. (Ref. Mr. J A Allan/S. 15294/ds.)

Case No. 4658/02

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

In the matter between: FIRST RAND BANK LIMITED, Plaintiff, and S.B. DRAUGHTING CC, First Defendant, and W.C. BROODRYK, Second Defendant, and K. BROODRYK, Third Defendant

In execution of a judgment of the Magistrate's Court for the District of Witbank, held at Witbank, in the above-mentioned suit, a sale without a reserve, will be held by the Sheriff for the Magistrate's Court in front of the Magistrate's Court, Court House Road, Port Shepstone, on 10th January 2003 at 11:00 on the Conditions to be read out by the Sheriff at the time of the sale, which Conditions will lie for inspection prior to the sale at the office of the Sheriff for the Magistrate's Court, Port Shepstone.

The property to be sold is known as: Erf 300, Glenmore, situated in the Umtamvuna/Port Edward Transitional Local Council Area, Registration Division ET, in extent 1 396 (one thousand three hundred and ninety-six) square metres, held by Deed of Transfer No. T57064/99.

Improvements: None. The property is not improved.

Terms: 10% (ten percentum) of the purchase price in cash on the day of the sale, the balance payable against registration of Transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within 21 (twenty-one) days from date of sale. The purchaser shall, on the day of the sale, pay 5% (five percentum) auctioneer's charges, plus Value-Added-Tax thereon, on the proceeds of the sale, subject to a minimum of R260 and also be liable for payment of all arrear rates, taxes, levies, charges etc.

Dated at Witbank on this the 27th day of November 2002.

Ferreira's Attorneys, Plaintiff's Attorneys, 4D Pavilion, Botha Avenue, P O Box 1031, Witbank. [Tel. (013) 690-2787.]

Case No. 1813/01

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

In the matter between: PROTEA DATA SYSTEMS (PTY) LTD, and SANJAY MANU SINGH, Execution Creditor

In pursuance of judgment granted on 20 November 2001, in the Dundee Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 7 February '03 at 10h00 at Dundee Magistrate's Office to the highest bidder:

Description: Erf 1994, Dundee, situated in the Umzinyathi Regional Council Area, Administrative District of KwaZulu-Natal and situated in the Endumeni Municipality, in extent 2 372.0000 square metres.

Street address: 12 Illove Drive, Dundee, KwaZulu-Natal.

Improvements: A brick dwelling under tile roof comprising: 4 bedrooms, 1 lounge, 1 dining-room, 1 TV room, 2 bathrooms, 1 kitchen. *Outbuilding:* 1 servants room, double garage, swimming-pool, held by the Execution Debtor in his name under Deed of Transfer No. T30447/1999.

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

Dated at Dundee this 29 May 2002.

B J Marx, Fullard Mayer Morrison, Execution Creditor's Attorneys, c/o De Wet Dreyer Marx Nzimande, 64 Gladstone Street, Dundee, 3000; P O Box 630, Dundee, 3000. [Tel. (034) 212-4018/9.] [Fax (034) 212-5587.] (Ref. Mr. Marx/F841/am.)

Address of Execution Debtor: 12 Illovo Drive, Dundee.

Case Number 5262/98

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRST RAND BANK OF S A LIMITED, Plaintiff, and ALGVERBOU CC, First Defendant, and VAN HEERDEN, SAREL JACOBUS, Second Defendant

In pursuance of a judgment in the High Court of South Africa dated 30 July 1998 and a Writ of Execution issued thereafter, the immovable property specified hereunder will be sold in execution on Tuesday, 7 January 2003 at 10h00 at the Magistrate's Court steps, Port Shepstone to the highest bidder without reserve:

Property description: Lot 538, Ramsgate, situate in the Margate Transitional Local Council Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal.

Property address: 538 Hythe Road, Ramsgate.

The following information is furnished but not guaranteed: *Main house:* 1 x lounge, 1 x dining room, 1 x kitchen, 1 x bathroom, 1 x separate toilet, 1 x shower and toilet. *Two granny flats:* 1. 1 x lounge/bedroom, 1 x kitchen, 1 x bathroom. 2. 1 x lounge, 1 x separate bedroom, 1 x kitchen, 1 x toilet.

(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 office of the Sheriff of the High Court, 16 Bisset Street, Port Shepstone.

Dated at Randburg on this 11th day of December 2002.

Smit & Oertel Incorporated, Block 1, Ground Floor, 299 Pendoring, 299 Pendoring Avenue, Blackheath, Johannesburg, P O Box 4594, Cresta, 2118, Docex 2, Northcliff. [Tel. (011) 476-9362.] [Fax (011) 476-2031.] (Ref. Ms Jagersar/br/JF0038.)

Case No. 13572/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG
PIETERMARITZBURG MSUNDUZI TRANSITIONAL LOCAL COUNCIL, Plaintiff, and HENDRY PETER VAN WYK, First Defendant, and VERONIKA JEAN VAN WYK, Second Defendant

In pursuance of a judgment and writ of execution of this Court, the immovable property listed hereunder will be sold in execution on Friday, 10 January 2003 at 11h00, by the Magistrate's Court Sheriff, 277 Berg Street, Pietermaritzburg to the highest bidder, subject to the conditions of sale:

Portion 113 (of 104) of the farm Bishopstowe No. 2587, Registration Division FT, Province of KwaZulu-Natal, in extent 482 square metres, held under Deed of Transfer No. T.14883/87, situate at 159 Tarentaal Road, Eastwood, Pietermaritzburg.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special Residential.

Improvements: Vacant land.

1. The property shall be sold voetstoots and subject to the conditions of sale and in terms of the Magistrate's Court Act and Rules [*inter alia* subject to any preferent claims in terms of section 66(2)].

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 of date of 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 Sheriff of Pietermaritzburg's Office, 277 Berg Street, Pietermaritzburg, will be read out immediately prior to the sale.

Dated at Pietermaritzburg on 7 December 2002.

Venn Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. RSH/26P7035/00.)

MPUMALANGA

Saakno.: 8687/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en PATJIE JOHANNES MAHLANGU, 1ste Eksekusieskuldenaar, en SARAPHINA MAHLANGU, 2de Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 13 Desember 2001 toegestaan is, op 15 Januarie 2003 om 12h00, te Bombardierstraat 30, Tasbet Park Uitbreiding 3, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Rhodestraat, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 1779, geleë in die dorpsgebied van Tasbetpark Uitbreiding 3, Registrasieafdeling JS, Mpumalanga, groot 1 000 (een nul nul nul) vierkante meter, gehou kragtens Akte van Transport T110869/2000.

Straatadres: Bombardierstraat 30, Tasbetpark Uitbreiding 3.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan Artikel 66 (2) van Wet 32 van 1944 is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprijs is betaalbaar by wyse van 'n deposito van 10% by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde Waarborg lewer vir betaling van die balans van die koopprijs op datum van registrasie.

3. Die eiendom word "voetstoots" verkoop.

4. Die koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings ensovoorts op die eiendom asook rente op die koopprijs soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 20ste dag van November 2002.

F. M. Heinsen, vir Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, h/v Smutslaan & Northeystraat, Posbus 727, Witbank.

IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Department)

**In the matter between LAND- EN LANDBOUBANK VAN SUID-AFRIKA, Plaintiff, and
DIE TRUSTEES VAN TYD TOT TYD VAN DIE JAN DAVEL TRUST, Defendant**

In pursuance of a judgment granted on 29/01/2001 in the Supreme Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 8 January 2003 at 10:00, in front of the Magistrate's Court, Ermelo, Jan van Riebeeck Street, Ermelo, to the highest bidder, namely:

Portion 5 of the farm Op Goeden Hoop 205; Registration Division I.S., Province Mpumalanga, in extent 572,7201 (five seven two comma seven two zero one) hectare, held by Deed of Transfer T60262/1995.

Conditions of sale:

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

The full conditions may be inspected at the offices of the Sheriff of the Supreme Court.

Dated at Ermelo on 2 December 2002.

Bekker, Brink & Brink, United Building, Kerk Street 60, Private Bag X9018, Ermelo, 2350. (Ref: Mr. Beukes/RB/L0035/28.)

**NORTHERN CAPE
NOORD-KAAP**

Saak Nr. 10325/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

**In die saak tussen BOE BANK BEPERK, h/a NBS BANK, Eiser, en G P J STEMMET, 1ste Verweerder, en
H M STEMMET, 2de Verweerder**

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 30 Oktober 2002; sal die hiernagenoemde eiendom, sonder reserweprys, verkoop word aan die hoogste bieder deur die Balju, Kimberley op Donderdag, 9 Januarie 2003 om 10h00, by die Landdroskantoor, Knightstraat, Kimberley:

1. *Sekere:* Erf 24777, gedeelte van Erf 24776, Kimberley, geleë in die Sol Plaatje Munisipaliteit, Distrik Kimberley, Provinsie Noord-Kaap, groot 245 (twee vier vyf) vierkante meter; asook
2. *Sekere:* Erf 24778, gedeelte van Erf 24776, Kimberley, geleë in die Sol Plaatje Munisipaliteit, Distrik Kimberley, Provinsie Noord-Kaap, groot 219 (twee een nege) vierkante meter.

Beide eiendomme gehou kragtens Akte van Transport Nr. T133/1994 en beide onderhewig aan die voorwaardes soos meer volledig daarin uiteengesit, ook bekend as (fisiese adres): 33/35 Wardstraat, Kimberley.

Verbeterings: Woonhuis met buitegeboue (die aard, grootte, kondisie en bestaan van die verbeterings word nie gewaarborg nie en word die eiendom dus "voetstoots" verkoop).

Die voorwaardes van verkoop:

1. Betaling van tien persent (10%) van die koopprys in kontant of bankgewaarborgde tjek op datum van die veiling, en die balans betaalbaar teen registrasie van transport in die naam van die koper, welke balans gewaarborg moet word by wyse van 'n bankwaarborg en/of 'n goedgekeurde bouverenigingslening, welke waarborg en/of lening binne 15 (vyftien) dae na die datum van die veiling aan die Balju/Eiser se prokureur oorhandig moet word.

2. Afslaerskommissie op die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande erfbelastings, indien enige.

3. Die volle verkoopvoorwaardes, wat onmiddellik voor die verkoop gelees sal word, mag by die kantoor van die Balju, Kimberley besigtig word.

Gedateer te Kimberley op die 27ste dag van November 2002.

Mnr C M Morton, Haarhoffs Ing., Prokureur vir Eiser, NBS Gebou, 2de Vloer, Jonesstraat 60/64, Kimberley, 8301.

NORTHERN PROVINCE NOORDELIKE PROVINSIE

Case No: 2987/01

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

**In the matter between FIRST NATIONAL BANK, Plaintiff, and
S S CHABALALA, Defendant**

In compliance with the Magistrate's Court judgment and the warrant of execution dated 20th day of June 2002, served on the 14th day of October 2002, the undermentioned immovable property will be sold in execution by the Sheriff on the 06th day of February 2003 at 13h00 in front of the Sheriff's Office, 83 Wildevy Street, Kremetart, Giyani, to the highest bidder:

Right, title and interest in and to: Residential Site No: Stand No. 1551 A Giyani, Mortgage Bond No: BC 659/96.

The property consists of: House consisting out of bricks under a tiled roof, 1 lounge, 1 dining room, 1 bathroom, 1 toilet, 1 kitchen, 3 bedrooms. *Outside building:* Garage and flatlet (2 rooms, 2 toilets, 1 shower).

The conditions of sale are open for inspection at the offices of the Sheriff, Giyani, during office hours.

Main terms of sale:

1. Property is sold voetstoots.
2. 10% of the purchase price is payable in cash on the day of sale.
3. The balance of the purchase price to be secured by an acceptable bank or building society guarantee within 30 (thirty) days.
4. Occupation and risk of profit and loss pass to purchaser immediately.
5. The Sheriff's auctioneer's charges are payable in cash by the Purchaser on date of the sale.

Signed at Giyani on this 28th day of November 2002.

Booyens Du Preez & Boshoff, Plaintiff's Attorney, Room 228, NPDC Building, Main Road, next to Government Building, Giyani; P O Box 4191, Giyani, 0826. (Ref: D Boshoff/sk/f155.)

Case No: 1246/01

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

**In the matter between FIRST NATIONAL BANK, Plaintiff, and
P M HLONGWANE, t/a GIYANI POULTRY FARM, Defendant**

In compliance with the Magistrate's Court judgment and the warrant of execution dated 13th day of August 2002, served on the 24th day of October 2002, the undermentioned immovable property will be sold in execution by the Sheriff on the 09th day of January 2003 at 13h00 in front of the Sheriff's Office, 83 Wildevy Street, Kremetart, Giyani, to the highest bidder:

Right, title and interest in and to: Residential Site No: Stand No. 157 A Giyani, Deed of Grant No: TG17560/1997GZ.

The property consists of: House consisting out of bricks under a zinc roof, 1 lounge, 1 dining room, 1 bathroom, 1 toilet, 1 kitchen, 3 bedrooms. *Outside buildings:* Double garage, flat—2 rooms & 1 toilet.

The conditions of sale are open for inspection at the offices of the Sheriff, Giyani, during office hours.

Main terms of sale:

1. Property is sold voetstoots.
2. 10% of the purchase price is payable in cash on the day of sale.
3. The balance of the purchase price to be secured by an acceptable bank or building society guarantee within 30 (thirty) days.
4. Occupation and risk of profit and loss pass to purchaser immediately.
5. The Sheriff's auctioneer's charges are payable in cash by the Purchaser on date of the sale.

Signed at Giyani on this 28th day of November 2002.

Booyens Du Preez & Boshoff, Plaintiff's Attorney, Room 228, NPDC Building, Main Road, next to Government Building, Giyani; P O Box 4191, Giyani, 0826. (Ref: D Boshoff/sk/f109.)

Case Number 2987/01

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

**In the matter between FIRST NATIONAL BANK, Plaintiff, and
S S CHABALALA, Defendant**

In compliance with the Magistrate's Court judgment and the warrant of execution dated 20th day of June 2002, served on the 14th day of October 2002, the undermentioned immovable property will be sold in execution by the Sheriff on the 09th day of January 2003 at 13h00 in front of the Sheriff's Office, 83 Wildevy Street, Kremetart, Giyani, to the highest bidder:

Right, title and interest in and to: Residential Site No: Stand No. 1551 A Giyani, Mortgage Bond No: BC 659/96.

The property consists of: House consisting out of bricks under a tiled roof, 1 lounge, 1 dining room, 1 bathroom, 1 toilet, 1 kitchen, 3 bedrooms. *Outside buildings:* Garage and flatlet (2 rooms, 2 toilets, 1 shower).

The conditions of sale are open for inspection at the offices of the Sheriff, Giyani, during office hours.

Main terms of sale:

1. Property is sold voetstoots.
2. 10% of the purchase price is payable in cash on the day of sale.
3. The balance of the purchase price to be secured by an acceptable bank or building society guarantee within 30 (thirty) days.
4. Occupation and risk of profit and loss pass to purchaser immediately.
5. The Sheriff's auctioneer's charges are payable in cash by the Purchaser on date of the sale.

Signed at Giyani on this 28th day of November 2002.

Booyens Du Preez & Boshoff, Plaintiff's Attorney, Room 228, NPDC Building, Main Road, next to Government Building, Giyani; P O Box 4191, Giyani, 0826. (Ref: D Boshoff/sk/f155.)

Case No. 1246/01

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

**In the matter between FIRST NATIONAL BANK, Plaintiff, and
P M HLONGWANE, t/a GIYANI POULTRY FARM, Defendant**

In compliance with the Magistrate's Court judgment and the warrant of execution dated 13th day of August 2002 served on the 24th day of October 2002 the undermentioned immovable property will be sold in execution by the Sheriff on the 6th day of February 2003 at 13h00 in front of the Sheriff's Office, 83 Wildevy Street, Kremetart, Giyani, to the highest bidder:

Right, title and interest in and to: Residential Site No. Stand Nr. 157A, Giyani, Mortgage Bond No. TG17560/1997GZ.

The property consists of: House consisting out of bricks under a zinc roof, 1 x lounge, 1 x dining room, 1 x bathroom, 1 x toilet, 1 x kitchen, 3 x bedrooms. *Outside buildings:* Double garage. *Flat:* 2 rooms & 1 toilet.

The conditions of sale are open for inspection at the offices of the Sheriff, Giyani, during office hours.

Main terms of sale:

- 1 Property is sold voetstoots.
2. 10% of the purchase price is payable in cash on the date of sale.
3. The balance of the purchase price to be secured by an acceptable bank or building society guarantee within 30 (thirty) days.
4. Occupation and risk of profit and loss pass to purchaser immediately.
5. The Sheriff's auctioneer's charges are payable in cash by the purchaser on date of the sale.

Signed at Giyani on this 28th day of November 2002.

Booyens Du Preez & Boshoff, Plaintiff's Attorney, Room 228, NPDC Building, Main Road, next to Government Building, Giyani; P O Box 4191, Giyani, 0826. (Ref. D. Boshoff/sk/f109.)

NORTH WEST NOORDWES

Saak Nr. 18981/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen: ABSA BANK, Eiser, en PULANE ROSINA MOENG, Verweerder

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 3 September 2001 en daaropvolgende Lasbrief vir Eksekusie, die hiernagemelde eiendom om 10:00 op 17 Januarie 2003 te die Balju Kantore, Leaskstraat, Klerksdorp, geregtelik verkoop sal word, naamlik:

Erf 992 (Nuwe Nommer 11171), geleë in die Dorpsgebied Jouberton Uitbreiding 6, Registrasie Afdeling IP Provinsie Noordwes, groot 404 vierkante meter, gehou kragtens Akte van Transport TL57632/89, ook bekend as Huis 991, Jouberton, Klerksdorp.

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

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

Gedateer te Klerksdorp op hede die 14de dag van November 2002.

Aan: Die Balju van die Landdroshof.

Botha De Wet & Rood, Prokureurs vir Eiser, Regsforum Gebou, 8 Pretoriastraat, Klerksdorp; Posbus 33, Klerksdorp, 2570.
[Tel. (018) 462-3751.] (Verw. Mnr A Mitchell/HS/AC0466.)

Saak No. 2044/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG

In die saak tussen: BERMINE SUPPLIES (EDMS) BPK, Eiser, en HUMAN, D J, Verweerder

Ingevolge 'n Lasbrief vir Eksekusie gedateer 1 Desember 2000 sal die volgende eiendom, synde Gedeelte 1 van Erf 1871, bekend as Tiendelaan 12, Lichtenburg, geregtelik verkoop word aan die hoogste bieder op Vrydag, 10 Januarie 2003 om 10:00 te Tiendelaan 12, Lichtenburg:

Gedeelte 1 van Erf 1871, geleë te Tiendelaan 12, in die dorp Lichtenburg, Registrasie Afdeling I.P., Noordwes, groot 2 855 (twee agt vyf vyf) Vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag Nr. T8563/1985.

Synde 'n woonhuis bestaande uit drie slaapkamers, dubbel geriewe, studeerkamer, kombuis, sit- en eetkamer, swembad en lapa.

Die Verkoopsvoorwaardes sal uitgelees word voor die aanvang van die veiling en is ter insae by die kantore van Mnr Bosman & Bosman, Melvillestraat 45, Lichtenburg.

Geteken te Lichtenburg op hierdie 25E dag van November 2002.

Bosman & Bosman, Melvillestraat 45 (Posbus 1), Docex 1, Lichtenburg, 2740. (Verw. Mnr Nortje/cm/BJ18.)

Saak Nr. 3482/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en DPG VORSTER, Eerste Verweerder, en D & D MARKETING (hierin verteenwoordig deur DPG VORSTER), Tweede Verweerder

Ingevolge 'n vonnis in die Potchefstroom Landdroshof en 'n lasbrief vir eksekusie gedateer 5 Desember 2001 sal die ondervermelde eiendom op 22 Januarie 2003 om 10h00 te Cameliastraat 6, Grimbeeckpark, Potchefstroom, verkoop word:

Bekend as Erf 20, geleë in die dorp Grimbeeckpark, Registrasie Afdeling I.Q., Noordwes Provinsie, bestaande uit ingangsportaal, sitkamer, eetkamer, gesinskamer, studeerkamer, 3 x slaapkamers, 2 x badkamers, kombuis, waskamer, 2 x motorhuise.

Die eiendom sal deur die geregsbode van Potchefstroom verkoop word aan die hoogste bieder.

Die koper moet 10% van die koopprijs in kontant betaal op die dag van die verkoping aan die geregsbode van Potchefstroom, die balans koopsom moet gewaarborg word deur 'n bank of bouvereniging betaalbaar by registrasie van die eiendom in die naam van die koper, welke gemelde waarborg gelewer moet word binne 30 (dertig) dae vanaf die datum van verkoping en moet gelewer word aan die geregsbode van Potchefstroom.

Gedateer te Potchefstroom op hierdie 7de dag van November 2002.

J B Kok, Kok & Van Staden Prokureurs, Lukestraat 9, Potchefstroom. (Verw. JB Kok/HB.)

WESTERN CAPE WES-KAAP

**Case No 3471/02
Box 15**

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

**In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
NATALIE MARAIS, Execution Debtor**

In terms of a judgment granted by the High Court of South Africa (Cape of Good Hope Provincial Division) dated 30 September 2002, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 10 January 2003 at 12h00:

Erf 75940, Cape Town at Plumstead in the City of Cape Town, Cape Division, Western Cape Province, in extent 495 Square metres.

Street address: 11 De la Rey Road, Plumstead.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by Public Auction and subject to the provisions and conditions of the sale which will be announced by the Sheriff of the High Court or Auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff, 7 Electric Street, Wynberg, and also subject to the servitudes and conditions attaching to the property contained in the relevant Title Deeds.

(2) The following information is furnished but not guaranteed: 3 bedrooms, bathroom/wc, kitchen, lounge/dining room, garage.

(3) The Purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance together with interest thereon at the prevailing rate of interest from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within 14 (fourteen) days of the date of sale.

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

Dated at Bellville on 06 December 2002.

Buchanan Boyes, Attorneys for Execution Creditor, 2nd Floor, 5 High Street, Rosenpark, Bellville.

Home Loan Account 216901758.

Case No.: 2982/2000

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

**In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and NIGEL HUGH DRURY,
First Defendant, and FRANCES AUDREY DRURY, Second Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held at 61 Paradise Road, Newlands at 2.00pm on the 8th day of January 2003 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, Coates Building, 32 Maynard Road, Wynberg.

Erf 97919, Cape Town at Newlands, in the City of Cape Town, Cape Division, Province of the Western Cape, and situate at 61 Paradise Road, Newlands.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 157 square metre main dwelling consisting of a living room, lounge, kitchen, 3 bedrooms, 2 bathrooms, with water closets, dressing room, a 28 square metre outbuilding consisting of a garage and bathroom and a swimming pool.

Terms:

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

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000,0 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000,00 (seven thousand rand) minimum charges R300,00 (three hundred rands).

Dated at Cape Town this December 2, 2002.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St. George's Mall, Cape Town, 8001; P O Box 67, Cape Town, 8000; Docex 230, Cape Town. Tel: (021) 423-0554. Fax: (021) 423-0510. Ref: S4022/8017.

Case No: 13610/92

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

In the matter between: NATAL BUILDING SOCIETY LIMITED, Plaintiff, and PAULINE MAQAM, Defendant

In pursuance of a Judgment in the Court for the Magistrate of Mitchell's Plain and a Writ of Execution dated 9 November 1992 the property listed hereunder will be sold in Execution on Tuesday, 7 January 2003 at 10h00 held at Mitchell's Plain Magistrate's Court, be sold to the highest bidder.

Certain: Erf 19633, Khayelitsha, situated in the City of Cape Town, Cape Division, Western Cape Province, also known as Stand 19633, Khayelitsha.

In extent: 150 (One hundred and fifty) Square Metres.

Held by: Held by Title Deed No: TL 34926/1989.

Conditions of sale:

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

2. The following improvements are reported to be on the property, but nothing is guaranteed: A single dwelling brick building under tiled roof, consisting of approximately two bedrooms, cement floors, open plan kitchen, lounge, bathroom and toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate calculated on the Plaintiff's claim from the date of sale to the date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Goodwood this 22nd day of November 2002.

Heyns & Partners Inc, Attorneys for Plaintiff, 68 Vasco Boulevard, Goodwood, 7460. (Ref: A Keet/SST/Z12032.)

Case No. 7739/92

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

In the matter between NATAL BUILDING SOCIETY LIMITED, Plaintiff, and CAPTAIN MASIZA, Defendant

In pursuance of a judgment in the Court for the Magistrate's of Mitchells Plain and a writ of execution dated 10 August 1992, the property listed hereunder will be sold in execution, on Tuesday, 7 January 2003 at 10h00, held at Mitchells Plain Magistrate's Court, be sold to the highest bidder:

Certain: Erf 22446, Khayelitsha, situated in the City of Cape Town, Cape Division, Western Cape Province, also known as Stand 22446, Khayelitsha, in extent 113 (one hundred and thirteen) square metres, held by Title Deed No. TL 40771/1990.

Conditions of sale:

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

2. The following improvements are reported to be on the property, but nothing is guaranteed: A single dwelling brick building under tiled roof, consisting of approximately two bedrooms, open plan kitchen, bathroom and toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate calculated on the Plaintiff's claim from the date of sale to the date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Goodwood this 22nd day of November 2002.

Heyns & Partners Inc., Attorneys for Plaintiff, 68 Vasco Boulevard, Goodwood, 7460. (Ref. A KEET/SST/Z12518.)

Saak No. 132/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN LAINGSBURG GEHOU TE LAINGSBURG

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

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

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

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

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

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

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

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

Na bewaring is die eiendom plaaseiendom met sekere verbeterings en 'n woonhuis, maar niks is gewaarborg nie.

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

Gedateer te Malmesbury hierdie 20ste dag van Oktober 2002.

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

Saak No. 801/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK MOORREESBURG GEHOU TE MOORREESBURG

In die saak tussen ABSA BANK, Eksekusieskuldeiser, en DANIEL MANASSE, 1ste Eksekusieskuldenaar, en REGINA MANASSE, 2de Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 16 Januarie 2001, en 'n lasbrief vir eksekusie daarna uitgereik, sal die ondervermelde onroerende eiendom per openbare veiling aan die hoogste bieder verkoop word op 24 Januarie 2003 om 10h00 op die perseel te Proteastraat 63, Moorreesburg, onderhewig aan die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping ter insae lê by die Balju, Moorreesburg:

Sekere Erf Nr: 1951 Moorreesburg, in die Swartland Munisipaliteit, Afdeling Malmesbury, provinsie Wes-Kaap, groot 325 (drie honderd vyf en twintig) vierkante meter, ook bekend as Proteastraat 63, Moorreesburg.

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

Betaalvoorwaardes: 10% (tien persent) van die koopprys en 5% afslaersgelde tot en met R30 000,00 en daarna 3% met 'n maksimum van R7 000,00 en 'n minimum van R260,00 in kontant op die veilingsdag. Die balans van die koopsom tesame met rente op die volle koopsom teen 17% per jaar van datum van verkoping tot datum van registrasie moet verseker word deur 'n bankwaarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping.

Geteken te Malmesbury op 21 November 2002.

Pierre du Plessis & Mostert, Prokureur vir Eksekusieskuldeiser, Veritas Gebou, Piet Retiefstraat 13, Posbus 5, Malmesbury, 7299. (022-4821101.)

Case No. 11700/02

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

In the matter between: ABSA BANK LIMITED, Judgment Creditor, and RUSSELL JONATHAN HANSEN, Judgment Debtor

In pursuance of a Judgment in the above Honourable Court dated 14 October 2002, the following property will be sold in execution on the 13 January 2003 at 09h00, at Office of the Sheriff at 16 Industria Street, Kuilsrivier, 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 4386, Eersterivier in the City of Cape Town, Division Cape, Western Cape Province, measuring 244 m² (24 Mountain Way, Eersterivier) consisting of dwelling house of brick under asbestos roof with 3 bedrooms, lounge, 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, auctioneers fees and 10% of the purchase price in cash or by bank guaranteed cheque at the time of sale. The balance of the purchase price, together with interest thereon at the rate of 16.00% 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 15 November 2002.

Buchanan Boyes, C F J Ackermann, Plaintiff's Attorneys, 2nd Floor, 5 High Street, Rosenpark, Bellville. [Tel. (021) 914-1070.] (Ref: CFJA/EsméCOLL/U02498.)

Saak Nr. 1296/02

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen: MUNISIPALITEIT STELLENBOSCH, Eiser, en QK STONE, Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die Distrik van Stellenbosch en Lasbrief tot Uitwinning gedateer 17 Oktober 2002, sal die volgende eiendom per publieke veiling verkoop word, te die Landdroskantoor, Stellenbosch, op 14 Januarie 2003 om 10:30, aan die hoogste bieder:

Erf 6694, Stellenbosch, geleë in die gebied van die Munisipaliteit en Afdeling van Stellenbosch, Provinsie Wes-Kaap.
Groot: 500 (vyfhonderd) vierkante meter.

Gehou kragtens Transportakte Nr. T6801/1992.

Ook bekend as: Laststraat 41, Stellenbosch, Provinsie Wes-Kaap.

Verkoopsvoorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings en voorwaardes van die Wet op Landdroshof, die Reëls daarvolgens uitgevaardig en van die toepaslike Titelaktes van die eiendom en die eiendom sal, onderhewig aan die voorafgaande, aan die hoogste bieder verkoop word.

2. Die volgende verbeteringe aan die eiendom word gemeld maar niks word gewaarborg nie: Asbesdak, 3 slaapkamers, 1 kombuis, 1 sitkamer, 1 voorkamer, 1 badkamer en 1 toilet.

3. **Betaling:** Tien persent (10%) van die koopprijs sal in kontant betaal word ten tyde van die verkoping en die volle balans daarvan tesame met rente teen die heersende koers van 17,00% Persent per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde waarborg van 'n bank wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

4. **Voorwaardes:** Die volledige verkoopsvoorwaardes sal onmiddellik voor die koping voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof.

Cluver Markotter, Prokureurs vir Eiser, Meulpleingebou, Meulstraat, Stellenbosch. (Verw: LER/Mev Ackerman/F75337.)

Saaknommer 2107/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK CERES GEHOU TE CERES

In die saak tussen HMS BESIGHEIDSTRUST, h/a JUMBO LIQUOR DELI, Eiser en KLAAS ROOI, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Ceres, gehou te Ceres, in bogemelde saak, sal 'n verkoping sonder reserwe, op die perseel, om 10:00 op 15 Januarie 2003, gehou word op voorwaardes wat ten tye van die verkoping deur die afslaer voorgelees sal word, van die volgende eiendom van die Verweerder, naamlik:

Sekere Erf 3947, geleë te Ceres (ook bekend as Freeziastraat 4, Ceres), groot 325 (drie honderd vyf en twintig) vierkante meter, onderworpe aan sekere voorwaardes en serwitute en gehou kragtens Akte van Transport Nr T50890/1993.

Die volgende inligting word verstrek, dog ten opsigte hiervan kan niks gewaarborg word nie: Verbeterde Eiendom.

Terme: Die koper sal 10% van die koopsom onmiddellik na die veiling in kontant betaal aan die afslaer terwyl die balans verseker moet word deur 'n bank- of bouvereniging waarborg binne 14-dae na afloop van die veiling. Die voorwaardes van die verkoping kan in die kantoor van die ongemelde afslaaers tydens kantoorure besigtig word.

Gedater te Ceres op 13 November 2002.

PJ Kotzé, vir Hauptfleisch & Kotzé Ingelyf, Prokureur vir Eiser, Voortrekkerstraat 85, Posbus 6, Ceres. [Tel. (023) 312-1090.] (Verw: PJK/mb/JA2.)

Saaknr. 10661/01

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen ABSA BANK LIMITED, Eiser, en S C K BARRON, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 16 Januarie 2002 en daaropvolgende Lasbrief vir Eksekusie die hierna gemelde eiendom om 10h00 op 13 Januarie 2003 te die Landdroskantoor, Bergrivier Boulevard, Paarl, geregtelik verkoop sal word, naamlik:

Erf 19281, Paarl, in die Munisipaliteit van Paarl, Afdeling Paarl, groot 137 vierkante meters.

Gehou kragtens Transportakte Nr. T39359/91, ook bekend as Irisstraat 53 (A), Paarl.

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

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

Gedateer te Paarl op hede die 13 November 2002.

Aan: Die Balju van die Landdroshof.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Verw. SV/DOM00001.)

Case No. 19703/94

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

**In the matter between: FIRST NATIONAL BANK OF SA LTD, t/a WESBANK, Plaintiff, en
GODFREY NEWTON VILJOEN, Defendant**

The following property will be sold in execution on Tuesday, the 14th day of January 2003 at 12h00 at the premises being 15 Landdros Street, Ysterplaat:

Erf 125891, Cape Town at Brooklyn, in the City of Cape Town, Cape Division, Province Western Cape, held by Deed of Transfer T17754/1992, measuring 322 (three hundred and twenty two) square metres, situated at No. 15 Landdros Street, Ysterplaat.

1. The following improvements are reported but not guaranteed: 2 x bedrooms, kitchen, bathroom and lounge.

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

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

4. *Conditions:* The full Conditions of Sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff, Cape Town.

Dated at Cape Town this 4th day of December 2002.

Schneider Galloon Reef & Co., Attorneys for Plaintiff, 3rd Floor, 47 On Strand, Strand Street, Cape Town. (Ref. D S Reef/sl/BD0907.)

Case No. 16644/2002

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

In the matter between: FIRSTSTRAND BANK LIMITED, formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and LINGEKILE KWEPILE, Defendant

A Sale in Execution will be held on Tuesday, 14 January 2003 at 11h00, at 41 Dingle Road, Goodwood, of:

Erf 13746, Goodwood, in the City of Cape Town, Cape Division, Western Cape Province, in extent 496 (four hundred and ninety six) square metres, held under Deed of Transfer No. T16359/2002, also known as 41 Dingle Road, Goodwood, Western Cape.

The property is improved as follows, though in this respect nothing is guaranteed: Brick walls under asbestos roof consisting of 3 x bedrooms, kitchen, lounge, dining room, bathroom, toilet, servant's quarters and swimming pool.

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

The full Conditions of Sale may be inspected at the Sheriff for Goodwood, at Epping Avenue, Elsies River.

Dated at Cape Town on 04 December 2002.

Burton-White, Plaintiff's Attorneys, Suite 306, Victoria Wharf Offices, Victoria & Alfred Waterfront, DX1, Waterfront. (Tel. 419-9310.) (Ref. D Burton/F1100.)

Case No. 39924/2001

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

**In the matter between CAPE OF GOOD HOPE BANK LTD, Judgment Creditor, and
RAYMOND JOHN BERNARDO, and UNA VALERIE BERNARDO, Judgment Debtors**

In the execution of the Judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Monday, 13th January 2002 at 11:30, and at the property of the following immovable property:

Erf 111693, Cape Town at Diep River, in the South Peninsula Municipality, Cape Division, Province of the Western Cape, in extent 745 squares metres, held by Deed of Transfer No. T83272/2000, situated at 7 Henry Thompson Close, Diep River, Cape.

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act and the Conditions of Sale. The price bid shall be exclusive of Value Added Tax and the Purchaser shall pay Value Added Tax on the purchase price as provided for in the Conditions of Sale, subject to the provisions thereof.

2. One-tenth (1/10th) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the Conditions of Sale to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but no representations or warranties as to the correctness thereof are given in respect thereof.

A dwelling comprising of 1 lounge, 1 dining room, 1 kitchen, 3 bedrooms, 1 bathroom/toilet and 2 garages, plus granny flat with 1 lounge, 1 bedroom, 1 bathroom and 1 kitchenette plus swimming pool.

And subject to the full Conditions of Sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Wynberg South and at the offices of the undermentioned auctioneers: Auction Alliance (Pty) Limited of 140 Loop Street, Cape Town, Cape.

Herold Gie & Broadhead, Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk.)

Case No: 00/13136

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and TSHABALALA, MAPHIKELA PETRUS,
1st Execution Debtor, TSHABALALA, SYLVIA MAGUATA, 2nd Execution Debtor**

In pursuance of a judgment in the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, the property attached listed herein will be sold "voetstoots" in execution on Friday, the 10th day of January 2003 at 11h00 at The Sheriff's sale premises, 439 Prince George Avenue, Brakpan, to the highest bidder:

Portion 6 of Erf 1393, Leachville Extension 3 Township, Registration Division I.R., the Province of Gauteng, in extent 339 (three hundred and thirty nine) square metres.

Zoning certificate: (a) Zoned: Residential 1. (b) Height: (HO) two storeys. (c) Cover: 60%. (d) Build line: 3m.

Also known as: Cnr 56 New Kleinfontein Road & 1 Gifboom Avenue, Leachville Ext 3, Brakpan.

The property is zoned "Residential 1" in terms of the relevant town planning scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows:
Improvements: A brick/plastered and painted building under cement tiles pitched roof comprising: Lounge, kitchen, 2 bedrooms & bathroom.

The material conditions of public auction:

1. The sale shall be without reserve and "voetstoots".
2. The purchaser will pay all costs of transfer of the property into his name, including but not limited to municipal rates, transfer duty and VAT, where applicable, Sheriff's commission on the sale and interest, plus a deposit of at least 10% (ten per centum) of the purchase price or if the purchase price is less than R10 000,00 then the total purchase price is payable.
3. The full conditions of sale may be inspected at the Sheriff of the High Court, Brakpan.

Signed at Benoni on this the 2nd day of December 2002.

H J Falconer, for A.E. Cook Cook & Falconer, Attorneys for Judgment Creditor, 20 Russell Street, Western Extension, P O Box 52, Benoni, 1500. [Tel. (011) 845-2700.] [Fax: (011) 845-2709/420-3010.] (Ref: Mr Falconer/RP/N0001/216.)

Case No. 16371/01

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

**In the matter between: THE BODY CORPORATE OF THE VAN DIJK CENTRE SCHEME,
Plaintiff/Execution Creditor, and Mr M. WILSON, Defendant/Execution Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Wynberg on 20 June 2001 and a writ of execution issued, dated 20 June 2001, the property listed hereunder will be sold in Execution by public auction to the highest bidder, voetstoots on site, at 10 Van Dijk Centre, cnr Louis Trichardt & Edward Roads, Parow, on Tuesday, 14 January 2003 at 11h00:

The following is a description of the property, being:

Certain: SS van Dijk Centre, Unit 12, Scheme No. 70/1995, in extent 55 (fifty five) square metres, held by Deed of Transfer No. ST12147/1997, situated at 10 Van Dijk Centre, cnr Louis Trichardt and Edward Roads, Parow.

The following information is furnished regarding the improvements, though in this respect, nothing is guaranteed. The property consists of 1 bedroom, kitchen, lounge, bathroom and toilet.

Terms & conditions: The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten (10) per cent of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 15,5% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within fourteen days of sale.

The Buyer/s shall:

(a) Pay auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given;

(b) insure the property against all damage;

(c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg South.

Auctioneers: The Sheriff, Magistrate's Court, Bellville.

Dated at Cape Town this 27 day of November 2002.

F N Kaminer, Kaminer Kriger & Associates, Attorneys for Execution Creditor, 9th Floor, Zeeland House, 7-9 Heerengracht, Cape Town. (Tel. 425-3070.) (Ref. Z10307.)

Case No. 16371/01

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

In the matter between THE BODY CORPORATE OF THE VAN DIJK CENTRE SCHEME, Plaintiff/Execution Creditor, and Mr M. WILSON, Defendant/Execution Debtor

In pursuance of a judgment granted by the Magistrate's Court of Wnberg on 20 June 2001 and a writ of execution issued, dated 20 June 2001, the property listed hereunder will be sold in execution by public auction to the highest bidder, voetstoots on site at 10 Van Dijk Centre, cnr Louis Trichardt & Edward Roads, Parow, on Tuesday, 14 January 2003 at 11h00:

The following is a description of the property, being:

Certain SS van Dijk Centre, Unit 12, Scheme No. 70/1995, in extent 55 (fifty five) square metres, held by Deed of Transfer No. ST12147/1997, situated at 10 Van Dijk Centre, cnr Louis Trichardt and Edward Roads, Parow.

The following information is furnished regarding the improvements, though in this respect, nothing is guaranteed. The property consists of 1 bedroom, kitchen, lounge, bathroom and toilet.

Terms & conditions: The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten (10) per cent of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 15,5% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within fourteen days of sale.

The buyer/s shall:

(a) Pay auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given;

(b) insure the property against all damage;

(c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg South.

Auctioneers: The Sheriff, Magistrate's Court, Bellville.

Dated at Cape Town this 27 day of November 2002.

F N Kaminer, Kaminer Kriger & Associates, Attorneys for Execution Creditor, 9th Floor, Zeeland House, 7-9 Heerengracht, Cape Town. (Tel. 425-3070.) (Ref. Z10307.)

Case No. 13793/02

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

In the matter between The Trustees for the time being of TWILLEY GARDENS BODY CORPORATE, Judgment Creditor, and MR SODLADLA, Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 24 October 2002, the property listed hereunder, and commonly known as 47 Twilley Gardens, Doncaster Road, Kenilworth, will be sold in execution at the premises at 47 Twilley Gardens, Doncaster Road, Kenilworth on 29 January 2003 at 14h00 to the highest bidder:

A unit consisting of:

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

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer No. ST8983/1999.

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

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

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

Dated at Cape Town on 25 November 2002.

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

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

EASTERN CAPE OOS-KAAP

HUGO & TERBLANCHE AFSLAERS

INSOLVENTE BOEDELVEILING VAN JEFFREYSBAAI ERF (WAVE CREST)

Behoorlik daartoe gelas deur die Kurator in die Insolvente Boedel van **ADP Breet** sal ons per openbare veiling op Maandag, 23 Desember 2002 om 10:00, te Firethormlaan 36, Wave Crest, Jeffreysbaai die onderstaande eiendom te koop aanbied.

Vaste eiendom: Erf Nr. 1708, Jeffreysbaai, Registrasie Afdeling, Oos-Kaap Provinsie.

Groot: 835 vierkante meter.

Ligging: Hierdie eiendom is geleë te Firethormlaan 36, Wave Crest, Jeffreysbaai.

Verbeterings: Die eiendom is onverbeter.

Verkoopsvoorwaardes:

Vaste eiendom: Tien persent van die koopsom van die vaste eiendom is betaalbaar by toeslaan van die bod. Vir die balans moet die koper 'n goedgekeurde Bankwaarborg verskaf binne een en twintig dae na datum van bekragtiging van die verkoping. Volledige voorwaardes is by die Afslaers beskikbaar.

Vir verdere navrae skakel: Jan: 082 555 9084.

Hugo & Terblanche Afslaers, Posbus 8, Petrusburg, 9932. Telefoon: 053-574 0002. Telefax: 053-574 0192. Reg. Nr: 1995/000092/23. hta-afslaers@telkomsa.net

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