



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID-AFRIKA

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Desember

No. 27081

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LEGAL NOTICES WETLIKE KENNISGEWINGS

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



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IMPORTANT ANNOUNCEMENT

Closing times **PRIOR TO PUBLIC HOLIDAYS** for
LEGAL NOTICES
GOVERNMENT NOTICES **2004**

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

- ▶ **15 December**, Wednesday, for the issue of Friday **24 December 2004**
- ▶ **22 December**, Wednesday, for the issue of Friday **31 December 2004**
- ▶ **30 December**, Thursday, for the issue of Friday **7 January 2005**

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

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

BELANGRIKE AANKONDIGING

Sluitingstye **VOOR VAKANSIEDAE** vir
WETLIKE KENNISGEWINGS
GOEWERMENTSKENNISGEWINGS **2004**

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

- ▶ **15 Desember**, Woensdag, vir die uitgawe van Vrydag **24 Desember 2004**
- ▶ **22 Desember**, Woensdag, vir die uitgawe van Vrydag **31 Desember 2004**
- ▶ **30 Desember**, Donderdag, vir die uitgawe van Vrydag **7 Januarie 2005**

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 JULY 2004

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

LIST OF FIXED RATES

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

**New
rate per
insertion**

STANDARDISED NOTICES

R

ADMINISTRATION OF ESTATES ACTS NOTICES: Forms J 297, J 295, J 193 and J 187	22,00
BUSINESS NOTICES	50,60
INSOLVENCY ACT AND COMPANY ACT NOTICES: Forms J 28, J 29 and Forms 1 to 9.....	44,00
<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	26,40
UNCLAIMED MONIES —Only in an Extraordinary Gazette. Closing date: 15 January (per entry of "name, address and amount")	15,40

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	103,40
Declaration of dividend with profit statements, including notes	226,60
<i>Long notices:</i> Transfers, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations	352,00

LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES	81,40
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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	72,60
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ORDERS OF THE COURT:

Provisional and final liquidations or sequestrations	132,00
Reductions or changes in capital, mergers, offers of compromise	352,00
Judicial managements, curator bonus and similar and extensive rules <i>nisi</i>	352,00
Extension of return date	44,00
Supersessions and discharge of petitions (J 158)	44,00

SALES IN EXECUTION AND OTHER PUBLIC SALES:

Sales in execution	198,00
Public auctions, sales and tenders:	
Up to 75 words	59,40
76 to 250 words	154,00
251 to 300 words	248,60

WORD COUNT TABLE

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

Number of words in copy	One insertion	Two insertions	Three insertions
	R	R	R
1– 100.....	74,80	103,40	116,60
101– 150.....	110,00	154,00	176,00
151– 200.....	147,40	204,60	235,40
201– 250.....	184,80	264,00	292,60
251– 300.....	220,00	308,00	352,00
301– 350.....	257,40	367,40	411,40
351– 400.....	292,60	418,00	466,40
401– 450.....	330,00	468,60	528,00
451– 500.....	367,40	521,40	587,40
501– 550.....	396,00	572,00	638,00
551– 600.....	440,00	622,60	697,40
601– 650.....	468,60	675,40	754,60
651– 700.....	512,60	726,00	814,00
701– 750.....	550,00	776,60	871,20
751– 800.....	578,60	827,20	930,60
801– 850.....	622,60	880,00	990,00
851– 900.....	651,20	937,20	1 047,20
901– 950.....	697,40	990,00	1 106,60
951–1000.....	726,00	1 040,60	1 166,00
1001–1300.....	946,00	1 347,50	1 509,20
1301–1600.....	1 164,90	1 656,60	1 861,20

CONDITIONS FOR PUBLICATION OF LEGAL NOTICES

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

LIABILITY OF ADVERTISER

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

COPY

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

- (1) The kind of notice.

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

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

PAYMENT OF COST

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

PROOF OF PUBLICATION

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

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

GAUTENG

Case No. 5627/04

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and PHILLIP BASANI SHIVITI, First Defendant, and
JACQUELINE GUGU SHIVITI, Second Defendant**

Pursuant to a judgment in the Magistrate's Court at Randfontein on 27 September 2004 and a warrant of execution dated 29 September 2004 the following property will be sold in execution to the highest bidder on 7 January 2005 at 10h00 at the Sheriff's Office, 21 Pollock Street, Randfontein:

Erf 874, Finsbury Township, Registration Division I.Q., the Province of Gauteng, measuring 1 872 (one thousand eight hundred and seventy two) square metres, held by Deed of Transfer No. T24049/2003 (3 Sneeuweg Road, Finsbury, Randfontein), with the following improvements thereon in respect of which no guarantees are given: Dwelling house consisting of: 4 x bedrooms, 1 x lounge, 1 x dining-room, 1 x kitchen, 2 x bathrooms/toilets. *Outbuildings*: 1 x garage, 1 x carport (space for 4 cars), 1 x outer room, swimming-pool.

Conditions of sale:

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

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

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

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

Dated at Randfontein on this the 10th day of November 2004.

C Rossouw, C.J. le Roux Inc., 5 Park Street, Randfontein; P O Box 8, Randfontein, 1760. Tel. 412-2820.
Ref: Ms L Wienekus/A24/2004C.

Case No. 5626/04

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and BENJAMIN MACKENZIE, First Defendant, and
SELINAH ITUMELENG MACKENZIE, Second Defendant**

Pursuant to a judgment in the Magistrate's Court at Randfontein on 20 September 2004 and a warrant of execution dated 21 September 2004 the following property will be sold in execution to the highest bidder on 7 January 2005 at 10h00 at the Sheriff's Office, 21 Pollock Street, Randfontein:

Erf 62, Westergloor Township, Registration Division I.Q., the Province of Gauteng, measuring 825 (eight hundred and twenty five) square metres, held by Deed of Transfer No. T9825/1997 (3 Maritz Street, Westergloor, Randfontein), with the following improvements thereon in respect of which no guarantees are given: Dwelling house consisting of: 3 x bedrooms, 1 x lounge, 1 x dining-room, 1 x kitchen, 1 x bathroom, 1 x toilet. *Outbuildings*: 2 x carports, 1 x outer room, swimming-pool.

Conditions of sale:

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

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

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

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

Dated at Randfontein on this the 10th day of November 2004.

C Rossouw, C.J. le Roux Inc., 5 Park Street, Randfontein; P O Box 8, Randfontein, 1760. Tel. 412-2820.
Ref: Ms L Wienekus/A19/2004C.

Case No. 4217/97

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

In the matter between: NBS BOLAND BANK LIMITED, Plaintiff, and VUYELWA YOLISA FIKENI Defendant

Pursuant to a judgment in the Magistrate's Court at Randfontein on 17 November 1997 and a warrant of execution dated 27 October 2004 the following property will be sold in execution to the highest bidder, on 7 January 2005 at 10h00 at the Sheriff's Office, 21 Pollock Street, Randfontein:

Erf 688, Finsbury Township, Registration Division I.Q., the Province of Gauteng, measuring 921 (nine hundred and twenty one) square metres, held by Deed of Transfer No. T47430/1994 (22 Zuurborg Road, Finsbury, Randfontein), with the following improvements thereon in respect of which no guarantees are given: Dwelling house consisting of: 3 x bedrooms, 1 x lounge, 1 x dining-room, 1 x study, 1 x kitchen, 2 x bathrooms/toilets. *Outbuildings*: 1 x garage, 1 x carport, 1 x outer room.

Conditions of sale:

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

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

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

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

Dated at Randfontein on this the 16th day of November 2004.

C Rossouw, C.J. le Roux Inc., 5 Park Street, Randfontein; P O Box 8, Randfontein, 1760. Tel. 412-2820. Ref: C Rossouw/vg/F14/2004.

Saak No 5110/04

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen FRONT DOOR HOMES CC, Applikant, en ROCWES BESIGHEIDSTRUST, 1e Verweerder, en MM VAN HEERDEN, 2de Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Vanderbijlpark en lasbrief vir eksekusie gedateer 1 Oktober 2004 sal die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 7 Januarie 2005 om 10:00 by die Landdroskantoor, Vanderbijlpark:

'n eiendom bestaande uit:

Sekere: Deel Nr. 2 soos getoon en meer volledig beskryf op Deelplan Nr. SS123/2002 in die skema bekend as Riverbend Park ten opsigte van die grond en gebou of geboue geleë te Gedeelte 34 van Erf 429, Vanderbijlpark South East 3;

en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema toegedeel aan die genoemde deel in ooreenstemming met die deelnemingskwota soos getoon op die genoemde deelplan, groot 138 vierkante meter.

Verbeterings (geen waarborg word in verband hiermee gegee nie): Onbekend (hierna genoem die eiendom).

Die wesenlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% korting by toeslaan van bod. Waarborg vir balans binne 14 dae na veiling.
3. Die opbrengs van die verkoping moet voldoende wees om die eis van die preferente skuldeiser, ABSA Bank Beperk, te betaal tensy die Bank skriftelik tot die veiling toestem.

Gedateer te Vanderbijlpark op die 2de dag van Desember 2004.

Rooth & Wessels Vaal, Prokureur vir Eiser, Rooth & Wesselsgebou, Attie Fouriestraat, Vanderbijlpark. Tel. (018) 933-0081. Verw. Mnr Voges V4/19.

Case No. 2004/6844

IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between STANDARD BANK OF SA LTD, Plaintiff, and MOLATLHEGI, HILDA MODIEGI, First Defendant, and SEPHEI, MADIEPTSANE MARTHA, Second Defendant**

On the 6 January 2005 at 10h00 a public auction will be held at the Sheriff's Office, 14 Greyilla Street, Kempton Park North, at which the Sheriff will, pursuant to the judgment of the above honourable Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Portion 111, of Erf 2568, Ebony Park Extension 6 Township, Registration Division I.R., the Province of Gauteng, commonly known as 2568, Ebony Park Ext 6, Midrand, measuring 270 square metres, held by Deed of Transfer No. T30992/2003.

The following improvements of a single storey dwelling, under tiled roof, with 2 bedrooms, 1 lounge, 1 bathroom, 1 toilet, 1 kitchen (not warranted to be correct in every respect).

The material conditions of sale are:

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

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

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

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

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

Dated at Germiston this 10th day of November 2004.

Stupel & Berman Inc, 70 Lambert Street, Germiston, PO Box 436, Germiston, 1400, Docex 3, Germiston, c/o 4th Floor, JHI House, cor Cradock & Baker Street, Rosebank, Johannesburg. Tel: 873-9100. Ref: Mr Berman/CK/60707.

Case No. 10754/04

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

In the matter between BODY CORPORATE OF DOLPHIN COVE, Plaintiff, and BOTHA: ANDRE NICO, 1st Defendant, and BOTHA: MARTHA MARIA CATHERINE, 2nd Defendant

In execution of a Judgment of the above honourable court and a writ dated 2 November 2004, a sale by public auction will be held on the 7 January 2005 at 10h00 at the Offices of the Sheriff at 10 Liebenberg Street, Roodepoort, to the person with the highest offer.

Section No. 94 as shown and more fully described on Sectional Plan No 59/1996 in the Scheme known as Dolphin Cove in respect of the land and buildings situated at Florida 2334, Township of which section the floor area according to the sectional plan is 51 square metres in extent; and an undivided share in the common property.

Also known as: Held by Title Deed ST39493/1997, the following information regarding the property is furnished but in this respect nothing is guaranteed:

Description: Sectional Title Unit: *Roof:* Asbes. *Apartments:* Lounge, kitchen, 3 bedrooms, bathroom, garden (communal), swimming-pool (communal), lapa (communal).

Zoning: Residential.

That the property will be sold for cash to the highest bidder and the purchaser must deposit 10% on the day of the sale and furnish guarantees for the balance within 30 days payable against registration of transfer. The conditions of sale lie for inspection at the offices of the Sheriff at 10 Liebenberg Street, Roodepoort.

Signed at Roodepoort on this the 25 November 2004.

Herman van der Merwe & Dunbar, 5 Ontdekkers Road, Roodepoort. Tel: (011) 955-9404. Ref: TK/MM/TO/14022.

Saak No. 23676/2004

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

In die saak tussen: AFRICAN COMMUNICATIONS CONSULTANTS BEPERK, Eiser, en MKHULULI PATRICK WILLIAM PALANE, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 2/11/2004, sal die ondergemelde eiendom verkoop word per geregtelike verkoping deur die Balju te Progressweg 182, Lindhaven, Roodepoort op 14/1/2005 om 10:00.

Beskrywing: Gedeelte 16, San Marco, Katodestraat, Radiokop, Roodepoort, bekend as Gedeelte 16, San Marco, Katodestraat, Radiokop, Roodepoort en gehou kragtens DT36594/1996.

Verbeterings: N/a.

Sonering: Residensieel.

Voorwaardes: Die Koper moet 10% van die koopprys betaal op dag van verkoping, balans betaalbaar teen transport en verseker deur waarborg van 'n bank of bougenootskap wat binne 30 dae na verkoping aan Adjunk-Balju gelewer te word.

Die verkoopvoorwaardes is beskikbaar vir insae te Progressweg 182, Lindhaven, Roodepoort.

Van der Merwe Ferreira van Wyk Prokureurs, Brooklynhof, Block B, Grondvloer, Vealestraat 361, Nieuw Muckleneuk, Pretoria. [Tel. (012) 460-8704.] (Verw. J van Wyk/W245/04.)

EASTERN CAPE OOS-KAAP

Case No. EL 172/04
ECD Case No. 573/04

IN THE HIGH COURT OF SOUTH AFRICA
(East London Circuit Local Division)

In the matter between: PEOPLES BANK LIMITED, Reg No. 1994/000929/06, Plaintiff, and DEB BELEGGINGS CC, 1st Defendant, and BERNARDUS JOHANNES SCHREINDERS, 2nd Defendant

In pursuance of a Judgment granted in the High Court (Eastern Cape Division) and a Writ of Execution dated 14th October, 2004 by the above Honourable Court, the following property will be sold in execution, on Friday, the 7th January, 2005 at 09h00 by the Sheriff of the Court, at:

33 - 14th Avenue, Gonubie.

Erf 2518 (commonly known as 33 - 14th Avenue, Gonubie, in extent 1010 square metres, held by Deed of Transfer No. T4024/1991.

The conditions of Sale will be read prior to the sale and may be inspected at Unit 43, Frame Park, Phillip Frame Road, Chiselhurst, East London.

Terms: 10% deposit and Sheriff's charges of 5% of the proceeds of the sale which shall be paid by the Purchaser up to a price of R30 000,00 and thereafter 3% on the balance, up to a maximum fee of R7 000,00 subject to a minimum of R300,00 on the date of sale, the balance against transfer to be secured by a bank or bank guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within 14 (fourteen) days from the date of the sale.

The property consists of usual buildings/outbuildings but nothing is guaranteed.

Description: Residential, consisting of 3 bedrooms, 2 bathrooms, open plan kitchen, dining room and lounge. *Granny flat:* 1 bedroom, 1 bathroom, and open plan kitchen/lounge.

Dated at East London on this 19th day of November, 2004.

I C Clark Inc., East London. (Mr Clark/jo/A242/A00545.)

FREE STATE • VRYSTAAT

Saak No. 1252/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BOTHAVILLE GEHOU TE BOTHAVILLE

In die saak tussen: NALA MUNISIPALITEIT, Eiser, en MZ MAJOE, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 13 Oktober 2003, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerders, deur die Balju in eksekusie verkoop word op 5 Januarie 2005 om 17:00 te Presidentstraat 90, Bothaville.

Gedeelte 3, van Erf 579, Bothaville, woonhuis geleë te Sapsfordstraat 26, Bothaville.

Die volledige verkoopsvoorwaardes is ter insae by die kantore van die Balju, Presidentstraat 90, Bothaville, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% van die koopprys onmiddellik in kontant betaalbaar is.
2. Dat balans koopprys moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank of ander goedgekeurde waarborg.
3. Die afslaer se kommissie is onmiddellik betaalbaar.

Geteken te Bothaville op hierdie 17de dag van November 2004.

DA Horn, p/a Bock & Van Es, Prokureurs vir Eiser, Van der Lingenstraat 17, Posbus 33, Bothaville, 9660.

Saaknommer 535/2003

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen NEDBANK BEPERK, Eiser, en CJP FOURIE, nomine officio Eerste Verweerder, en E F O FOURIE, nomine officio Tweede Verweerder

1. Ingevolge 'n vonnis van die Landdroshof van Harrismith en 'n lasbrief van eksekusie gedateer 24 November 2004 sal die volgende eiendom geregtelik verkoop word op 14 Januarie 2005 om 09h00 te die Landdroskantore, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder sonder reserwe, naamlik:

Gedeelte 5 (van 1) van Erf 354, geleë in die dorp en distrik Harrismith, Vrystaat Provinsie, groot 964 vierkante meter, gehou kragtens Transportakte T27592/97.

2. Verbeterings en gebiedsindeling (geen waarborg daaromtrent word gegee nie en in terme waarvan die verkoping voetstoots is):

2.1 Die eiendom is ingedeel in 'n besigheidsgebied.

2.2 Die volgende verbeterings is op die eiendom aangebring: Die eiendom bestaan uit ingangsportaal, ontvangsarea, tien kantore, kombuis, 5 toilette, vertoonkamer en drie stookkamers.

3. *Terme:*

3.1 Die verkoping is voetstoots en geen spesiale terme of vrystellings anders as die uiteengesit is veronderstel om te bestaan nie.

3.2 Die verkoping is onderworpe aan die bepalings van die Wet op Landdroshof No. 32 van 1944, en aan die reëls van die hof.

3.3 Van die suksesvolle bieder word vereis om 10% van die koopprys te betaal plus die Baljukostes wat 5% van die eerste R30 000,00 en daarna 3% onderworpe aan 'n maksimum van R7 000 en 'n minimum van R260 (plus BTW betaalbaar daarop) beloop. Gemelde deposito moet in kontant of per bankgewaarborgde tjek wat vir die Balju/afslaer aanvaarbaar is betaal word onmiddellik nadat die bod toegeslaan is.

3.4 Die volle voorwaardes van verkoping kan by die kantore aan die Balju van die Landdroshof, Witsieshoek, en te die kantore van die Eiser se prokureurs hieronder vermeld geïnspekteer word en alle belangstellende persone word aanbeveel om ten volle op hoogte te kom daarmee en met die eiendom voor die verkoping.

Gedateer te Harrismith op hede die 3de dag van Desember 2004.

H C Marais, vir Balden, Vogel & Vennote Ing, Eiser se Prokureurs, Wardenstraat 49b, Posbus 22, Harrismith.

Saak No. 6140/04

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WELKOM GEHOU TE WELKOM

In die saak tussen Dr PP SCOTT ING, Eksekusieskuldeiser, en DU PLESSIS A, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 23 September 2004 in die Landdroshof te Welkom, sal die volgende eiendom verkoop word, op Woensdag, 5 Januarie 2005 om 11:00 te die Baljukantoor, Constantiastraat 100 C, Dagbreek, Welkom:

Sekere: Erf 8396, Jan Cillierspark, Welkom, distrik Welkom, groot 1071.0000 vierkante meter, geleë te die Dorpsgebied Welkom, provinsie Vrystaat, gehou deur die Eksekusieskuldenaar in sy naam kragtens Akte van Transport Nr T9598/2001 en onderhewig aan sekere serwitute.

1. *Voorwaardes van verkoping:* Die eiendom sal voetstoots verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshof, Nr 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

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

3. Die volle verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom op hede die 12de dag van November 2004.

FP Rossouw, Rossouw & Vennote, Prokureurs vir Eksekusieskuldeiser, Staatsweg 352, Posbus 455, Welkom, 9460.

Case No. 6140/04

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

In the matter between Dr P P SCOTT ING, Execution Creditor, and A DU PLESSIS, Execution Debtor

In pursuance of a judgment and a warrant of execution dated 23 September 2004 in the Magistrate's Court for the District of Welkom, the following property will be sold in execution on Wednesday, 5 January 2005 at 11:00, at Constantia Street 100, Dagbreek, Welkom:

Certain: Erf 8396, Jan Cillierspark, Welkom, Extension 7, measuring 1071.0000 square metres, situated at the District of Welkom, Free State Province, held by the Execution Debtor under Deed of Transfer No. 9598/2001 and subject to certain servitudes.

1. *Conditions of sale:* The property will be sold to the highest bidder, subject to the provisions of the Magistrate's Court Act, No. 32 of 1994, as amended, and the Rules enacted in terms thereof.

2. *The purchase price shall be payable as follows:* A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest on the purchase price, calculated at the rate of 15,5% per annum from the date of purchase to date of registration of transfer shall be paid within 14 (fourteen) days from the date of sale or secured by an approved bank or building society guarantee.

The full conditions of sale, which will be read by the Sheriff of the Auctioneer immediately prior to the sale, may be inspected at the offices of the Sheriff during office hours.

Dated at Welkom on this the 12th day of November 2004.

FP Rossouw, Rossouw & Partners, Attorneys for Execution Creditor, 352 Stateway, PO Box 455, Welkom, 9460.

KWAZULU-NATAL

Case No. 896/04

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

In the matter between: ENDUMENI MUNICIPALITY, Execution Creditor and A S WAIT, Execution Debtor

In pursuance of a Judgment of the above Honourable Court and a Writ of Execution dated Monday, 04th October 2004, the following property will be sold on 21/01/2005 at 10h00 or as soon as the matter may be called at the Magistrate's Court, Gladstone, Dundee.

Erf No. 1985, being Lot 1985, Glencoe, Division GT, extent 1 254 (one thousand two hundred and fifty-four).

Description: Erf 1985, Glencoe (Extension No. 12), Registration Division GT, in the Glencoe Transitional Local Council Area and in the Thukela Joint Services Board Area, Province of KwaZulu-Natal.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court's Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten percent) of the purchase price and the Auctioneers Commission in cash immediately after the sale and the balance against transfer to be secured by a Bank or Building Society Guarantee to be furnished to the Plaintiff's Attorneys within ten (10) days after the date of the sale, to be approved by the Plaintiff's Attorneys.
3. Transfer shall be effected by the Attorneys for the Plaintiff and the purchaser shall pay all dues including transfer duty, current and/or arrears levies/rates and/or value added tax and other necessary charges to effect transfer upon request by the Sale Attorneys.
4. The full conditions of sale will be read out at the time of the sale and may be inspected at the Sheriff's office, prior to the date of Sale.

Dated at Dundee on this 25th day of November 2004.

Acutts, Plaintiff's Attorneys, 64 Gladstone Street, Dundee, 3000. (KL/G390.)

MPUMALANGA

Case No. 8245/03

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

In the matter between: EMALAHLENI MUNICIPAL COUNCIL, Plaintiff, and VUSI JOSEPH TSHABALALA, Defendant

In pursuance of a Judgment of the above-mentioned Honourable Court and a Warrant of Execution dated the 15 January 2004, the property listed hereunder will be sold in execution on Wednesday the 12th day of January 2005 at 10:00 in front of the Magistrate's Office, Delville Street, Witbank.

Description:—.

Address: Erf 713, Clewer, Witbank.

Property: The property being unimproved.

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

Dated at Witbank on this the 23rd day of November 2004.

Van Heerden & Brummer (Incorporated), Attorneys for Plaintiff, cnr President & Plumer Streets (Privaatsak X7286), Witbank, 1035. (Ref. Mrs Fourie/223832/65346.)

NORTHERN PROVINCE NOORDELIKE PROVINSIE

Case Number: 2112/98

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

**In the matter between: GABRIEL RAKGOTSOKA t/a GABRIEL'S OUTFITTERS, Plaintiff, and
JOHANNES MABUNDA, Defendant**

In Pursuance of a Judgment of the above Honourable Court, and a Warrant of Execution, the undermentioned property will be sold by public auction by the Sheriff, Giyani on 6 January 2005 at 13:00 at the Sheriff's Store, Limdev Building, Main Road, Giyani, to the highest bidder, without reserve:

Certain: Portion 574 Unit E, in the township of Giyani, Registration Division LT, Limpopo Province, extent 600 (six hundred) square metres, district Giyani, held by Deed of Grant Number TG22091/1997GZ.

Zoning: Residential.

(Hereinafter referred to as the "Property").

The following information is given in respect of improvements, although the correctness of same cannot be guaranteed:

"Dwelling house" consisting of the following: 1 sitting room, 1 dining room, 1 bathroom, 1 toilet, 1 kitchen, 3 bedrooms (bricks with tile roof).

The material conditions of the sale are:

1. The Purchaser shall pay 10% (ten percent) of the purchase price, or a deposit of R5 000,00 (five thousand rand), whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a satisfactory Bank or Building Society guarantee, to be furnished within 21 (twenty-one) days from date of sale.

2. The property will be sold "voetstoots" and subject to:

2.1 The Magistrate's Court Act and the Rules made thereunder;

2.2 the conditions of the Deed of Grant; and

2.3 the conditions of Sale, which may be inspected at The offices of the Sheriff, Giyani who will read the full Conditions of Sale immediately before the sale, and of which the contents must be incorporated herein.

Dated at Polokwane on the 4th day of November 2004.

(sgn) Elvira le Roux, Horak de Bruin Oberholzer Incorporated, 27 Joubert Street, Polokwane, 0699. (Ref. E le Roux/ar/ G063/89.)

Case Number: 434/03

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF POTGIETERSRUS HELD AT NABOOMSPRUIT

**In the case between: S BOTHA t/a GASARC MINING & INDUSTRIAL SUPPLIES, Execution Creditor, and
THOMAS LAW t/a TOBE ENGINEERING, Execution Debtor**

Pursuant to a judgment by the Magistrate Naboomspruit given on 20 November 2003, the undermentioned property will be sold at 11h00 on 13 January 2005 by public auction to be held at the Magistrate's Office, 5th Street, Naboomspruit by the Sheriff for the Magistrate's Court of Naboomspruit to the highest bidder for cash, namely:

The property to be sold is: Portion 53 of Erf 922, situated in the township Naboomspruit, Registration Division K.S., Northern Province, also known as 1st Avenue, House No. 10, Naboomspruit, consisting of lounge, dining room, 3 bedrooms, TV room, laundry, 2 bathrooms, kitchen with slate roof. Swimming pool with braai area, 1 flat consisting of 1 bedroom, 1 bathroom and outside toilet in extent 1 102 (one thousand one hundred and two) square metres, held by Title Deed No. T71069/1987 and Mortgage Bond No. B77860/1996 holder – First National Bank.

The conditions of sale are open for inspection at the Sheriff's Offices, 66 Van Heerden Street, Potgietersrus, during office hours.

Main terms of sale:

1. The property is sold voetstoots.

2. 10% of the purchase price is payable in cash on the date of sale to the Sheriff.

3. The balance of the purchase price to be secured by an acceptable bank or building society guarantee within 30 days.

4. Occupation and risk of profit and loss pass to purchaser immediately.

5. The Sheriff's auctioneer's charges are payable in cash by the Purchaser on date of sale.

Signed at Pietersburg on the 7th day of December 2004.

Sheriff of the Court.

Jaco Lindhout, Attorneys for Execution Creditor, Jansen & Jansen Attorneys, No. 3 Marshall Chambers, 130 Marshall Street, Pietersburg, 0699. [Tel. (015) 295-4775/6/7/8.] (Docex: 44, Pietersburg.) (Ref. J T LINDHOUT/sw.) (File No: LB0143.)

NORTH WEST NOORDWES

Saak No. 20369/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

**In die saak tussen ABSA BANK BEPERK, Eiser, en JAN FREDERIK SCHOONRAAD, 1ste Verweerder, en
JOHANNA SOPHIA SCHOONRAAD, 2de Verweerder**

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 4 Februarie 2003 en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom om 10h00 op 21 Januarie 2005 te die Baljukantore, Leaskstraat 23, Klerksdorp, geregtelik verkoop sal word, naamlik:

Erf 644, Wilkoppies Uitbreiding 12 Uitbreiding Dorpsgebied, Registrasie Afdeling IP, Provinsie Noordwes, groot 2689 vierkante meter, gehou kragtens Akte van Transport T8734/2001, ook bekend as Antonstraat 8, Wilkoppies, Klerksdorp.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Leaskstraat 23, 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 18de November 2004.

Botha de Wet & Rood Ing., Prokureurs vir Eiser, Regsforum Gebou, Pretoriastraat 8, Klerksdorp. Verw. Mnr A Mitchell/SB/AA0042.

Aan: Die Balju van die Landdroshof, Klerksdorp.

Saak No. 4254/2004

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

**In die saak tussen ABSA BANK BEPERK, Eiser, en DAVID JACOBUS MAREE, 1ste Verweerder, en
LYNETTE MAREE, 2de Verweerder**

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 9 Junie 2004 en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom om 11h00 op 28 Januarie 2005 te Ariston, Plot 59, Orkney, geregtelik verkoop sal word, naamlik:

Erf Gedeelte 142 ('n Gedeelte van Gedeelte 59) van die plaas Nooitgedacht No. 434 Orkney Dorpsgebied, Registrasie Afdeling IP, Provinsie Noordwes, groot 3866 vierkante meter, gehou kragtens Akte van Transport T22676/97, ook bekend as Ariston Plot 59, Orkney.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Campionweg 21, Orkney, 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 8ste Desember 2004.

Botha de Wet & Rood Ing., Prokureurs vir Eiser, Regsforum Gebou, Pretoriastraat 8, Klerksdorp. Verw. Mnr A Mitchell/SB/AA0074.

Aan: Die Balju van die Landdroshof, Orkney.

WESTERN CAPE WES-KAAP

Case No. 19843/04

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

**In the matter between HYDROWELD CAPE (PTY) LTD, Judgment Creditor, and
DEON DAVID HAUPT & RENE NATASHA HAUPT, Judgment Debtors**

The following will be sold in execution at 15 Curlew Street, Brooklyn, on Thursday, 13 January 2005 at 10h00 to the highest bidder.

Erf 19574, Cape Town, at Brooklyn, measuring 595 square metres, held by Deed of Transfer No. T29167/1999, situate at 15 Curlew Street, Brooklyn.

1. The following improvements on the property are reported but nothing is guaranteed: Brick dwelling house under asbestos roof consisting of 3 bedrooms, bathroom, kitchen, TV room, toilet and burglar bars.

2. *Payment:* Ten per centum (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 of 11,5% on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer which amounts are to be secured by approved bank guaranteed cheque to be delivered within 14 days of the sale.

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

4. The full conditions of sale, which will be read out by the Sheriff prior to the sale and may be inspected at the office of the Sheriff.

C H Dreyer, Silberbauers-Brits, Plaintiff's Attorney, 9 Louwville Street, Bellville. [Tel: (021) 946-1127.] (Ref: CHD/emmy/105150.)

Case No. 5793/04

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MOGAMAT SALIE DAVIDS, First Defendant, and JENNIFER DAVIDS, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Goodwood and a writ of execution dated 17 August 2004, the property listed hereunder will be sold in execution on Monday, 10 January 2005 at 10h00 held at the Magistrate's Court of Goodwood, be sold to the highest bidder.

Certain: Erf 3944, Matroosfontein, situated in the City of Cape Town, Cape Division, Western Cape Province, also known as 52 Jessica Road, Valhalla Park, Matroosfontein, in extent 141 (one hundred and forty one) square metres, held by Title Deed No. T51756/1989.

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 asbestos roof, consisting of approximately two bedrooms, lounge, kitchen, bathroom.

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 Bellville this 16th day of November 2004.

Heyns & Partners Inc, Attorneys for Plaintiff, 177 Voortrekker Road, Bellville, 7530. (Ref: A Keet/SST/Z17151.)

Case No. 4010/04

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between: NEDBANK LIMITED, Plaintiff, and ANTHONY IAN ROYLANCE, Defendant

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 11 Vivaldi Close, Sonstraal Heights, at 11:00 am, on the 6th day of January 2005, of the undermentioned property of the Defendant on the conditions that will lie for inspection at the offices of the Sheriff of the High Court, Kuils River:

Erf 10502, Durbanville, in the City of Cape Town, Cape Division, Western Cape Province, in extent 1 124 square metres, held under Deed of Transfer T64244/03 and situate at 11 Vivaldi Close, Sonstraal Heights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Tiled roof, brick walls, 4 bedrooms, 2 bathrooms, lounge, diningroom, kitchen, double garage.

Terms:

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

2. Auctioneer's charges, payable on the day of the sale to be calculated as follows: 6% (six per centum) on the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand), and thereafter 3½% (three and a half per centum) up to a maximum fee of R7 000,00 (seven thousand rand). Minimum charges R300,00 (three hundred rands).

Buchanan Boyes Smith Tabata, Plaintiff's Attorneys, "Trescoe", cnr Cornwall Place & Riverstone Road, Wynberg, 7824. (Docex 2, Wynberg). (Tel: 797-5250.) (Fax: 761-9487.) (Ref: Wendy Lawrence/E07820.)

Case No. 1572/04

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

THE TRUSTEES FOR THE TIME BEING OF CULEMBORG BODY CORPORATE, versus WILLIAM JOHN SIEBERT

The following property will be sold in execution at the premises on Thursday, 6 January 2005 at 11h00, to the highest bidder:

1. Section No. 29, as shown and more fully described on Sectional Plan No. 2/93, in the scheme known as "Culemborg" in respect of the land and building or buildings situate at Pinelands, in the City of Cape Town, Western Cape Province, of which section the floor area, according to the said sectional plan, is 85 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 ST20024/1997.

2. Section No. 79, as shown and more fully described on Sectional Plan No. 2/93, in the scheme known as "Culemborg", in respect of the land and building or buildings situate at Pinelands in the City of Cape Town, Western Cape Province, of which section the floor area, according to the said sectional plan, is 7 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 ST1725/2000.

3. An exclusive use area described as G27, measuring 91 square metres, being part of the common property, comprising the land and the scheme known as "Culemborg", situate at Pinelands, in the City of Cape Town, Western Cape Province, as shown and more fully described on Sectional Plan 2/93, held under Notarial Deed of Cession No. SK3201/1998S.

Situate at 29 Culemborg, Morningside Road, Pinelands.

1. The following improvements are reported but not guaranteed: Sectional title unit consisting of lounge, kitchen, two bedrooms, one bathroom, one toilet and parking area.

2. *Payment:* Ten per centum of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof against registration of transfer together with interest at the rate of 15,5% per annum or the prevailing rate, on the full purchase price, calculated and capitalized monthly from date of sale to date of transfer and shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

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

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

Dated at Cape Town on 19 November 2004.

Cliffe Dekker Inc., Plaintiff's Attorney, 10th Floor, The Waldorf, 80 St George's Mall, Cape Town; PO Box 695, Cape Town, 8000. [Tel: (021) 481-6469.] [Fax: (021) 481-6547.] (Reference: COLL/Mrs C Smith/252676.)

Case No. 3320/02

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

In the matter between ABSA BANK LIMITED, Plaintiff, and NELLY MAKELENI (now BATYI), Defendant

In pursuance of a judgment granted on the 24th day of August 2002, in the Mitchell's Plain Magistrates's Court, the following property will be sold to the highest bidder on the 25th day of January 2005 at 10:00 am at Mitchells Plain Court House:

Property description: Erf 532, Weltevreden Valley, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent three hundred and fifty nine (359) square metres; held by Deed of Transfer No. T97488/94, situated at 64 Goodison Park, Weltevreden Valley.

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

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

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 11,00%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Bellville this 7 December 2004.

W J M Saaiman, Plaintiff's Attorneys, Van Niekerk Groenewoud & Van Zyl Inc., 201 Tyger Forum B, 53 Willie van Schoor Drive, Bellville, 7530; P O Box 3888, Tyger Valley, 7536. Tel. (021) 915-4900. Fax (021) 914-2999. Ref: A0482/0488/WS/ Mrs Otto.

Case No. 1584/04

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

In the matter between ABSA BANK LIMITED, Plaintiff, and LEA GOLIATH, Defendant

In pursuance of a judgment granted on the 8th day of October 2004, in the Malmesbury Magistrates's Court, the following property will be sold to the highest bidder on the 26th day of January 2005 at 09:00 am at Atlantis Court House:

Property description: Erf 6023, Wesfleur in the City of Cape Town, Division Cape, Province of the Western Cape, in extent two hundred (200) square metres; held by Deed of Transfer No. T87241/2000, situated at 8 Melba Street, Robinvale, Atlantis.

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

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

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 12,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Bellville this 7 December 2004.

W J M Saaiman, Plaintiff's Attorneys, Van Niekerk Groenewoud & Van Zyl Inc., 201 Tyger Forum B, 53 Willie van Schoor Drive, Bellville, 7530; P O Box 3888, Tyger Valley, 7536. Tel. (021) 915-4900. Fax (021) 914-2999. Ref: A0482/0671/WS/Mrs Otto.

Case No. 12555/03

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

In the matter between ABSA BANK LIMITED, Plaintiff, and GREGORY ALLISTAIR BARTHUS, 1st Defendant, and TRACEY ANN BARTHUS, 2nd Defendant

In pursuance of a judgment granted on the 12th day of July 2004, in the Mitchell's Plain Magistrates's Court, the following property will be sold to the highest bidder on 25 January 2005 at 12:00 pm at the Sheriff's office, 2 Mullberry Way, Strandfontein:

Property description: Erf 6716, Mitchells Plain in the City of Cape Town, Cape Division, Province of the Western Cape, in extent two hundred and fifty one (251) square metres; held by Deed of Transfer No. T90048/2000, situated at 150 Harvester Way, Westridge, Mitchells Plain.

Improvements: Dwelling: 3 bedrooms, lounge, dining-room, kitchen, bathroom (not guaranteed).

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

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the current rate of 11,00%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Bellville this 7 December 2004.

W J M Saaiman, Plaintiff's Attorneys, Van Niekerk Groenewoud & Van Zyl Inc., 201 Tyger Forum B, 53 Willie van Schoor Drive, Bellville, 7530; P O Box 3888, Tyger Valley, 7536. Tel. (021) 915-4900. Fax (021) 914-2999. Ref: A0482/0584/WS/I Otto.

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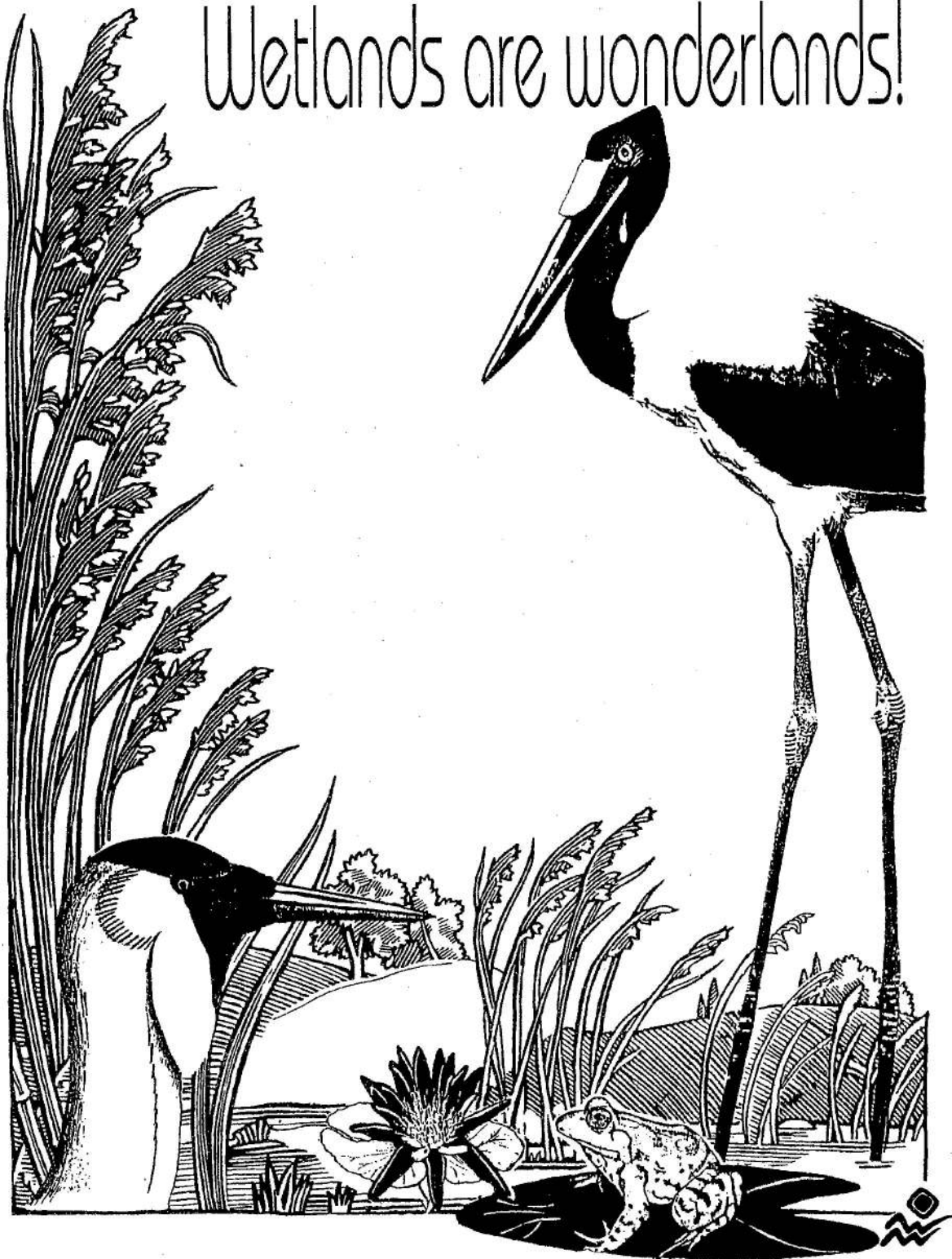
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C/o Andries and Vermeulen Streets
Entrance in Andries Street

Contact details

Tel: (012) 321-8931
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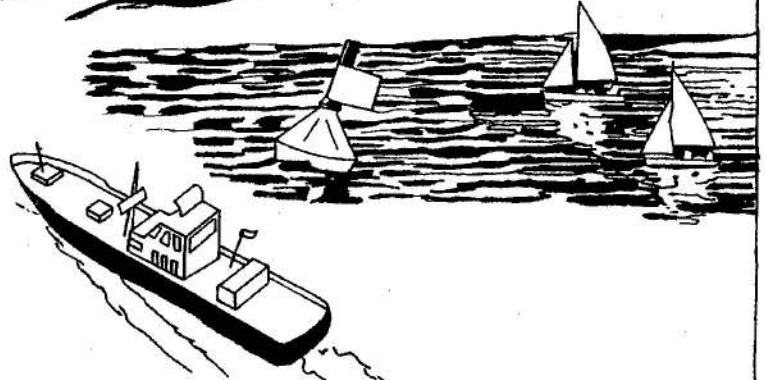
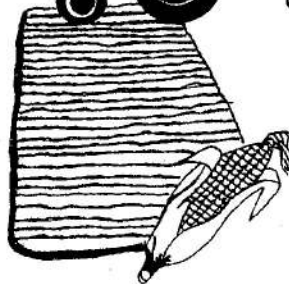
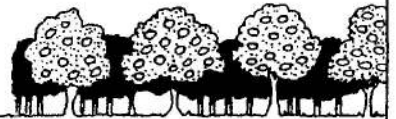
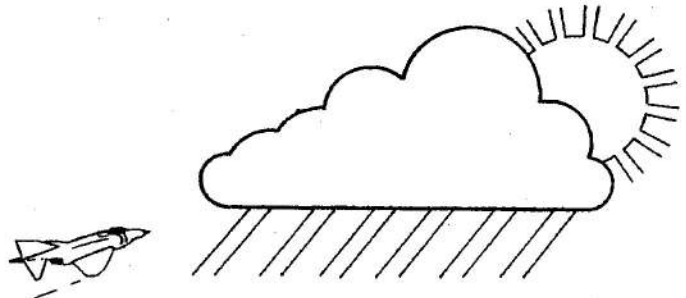
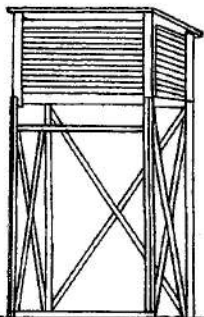
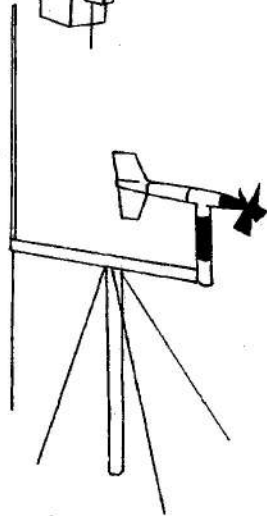
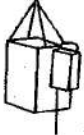
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