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REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID-AFRIKA

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LEGAL NOTICES WETLIKE KENNISGEWINGS

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



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

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IMPORTANT ANNOUNCEMENT

Closing times **PRIOR TO PUBLIC HOLIDAYS** for
LEGAL NOTICES
GOVERNMENT NOTICES 2001

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

- ▶ **13 December**, Thursday, for the issue of Friday **21 December 2001**
- ▶ **19 December**, Wednesday, for the issue of Friday **28 December 2001**
- ▶ **27 December**, Thursday, for the issue of Friday **4 January 2002**

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

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

BELANGRIKE AANKONDIGING

Sluitingstye **VOOR VAKANSIEDAE** vir
WETLIKE KENNISGEWINGS
GOEWERMENSKENNISGEWINGS 2001

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

- ▶ **13 Desember**, Donderdag, vir die uitgawe van Vrydag **21 Desember 2001**
- ▶ **19 Desember**, Woensdag, vir die uitgawe van Vrydag **28 Desember 2001**
- ▶ **27 Desember**, Donderdag, vir die uitgawe van Vrydag **4 Januarie 2002**

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

Case No. 21409/2001

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

**In the matter between: STANDARD BANK OF SA LTD (62/00738/06), Plaintiff, and
JOSEPH MASEKELA RASESOMOLA, ID: 4305015198087, Defendant**

In pursuance of a judgment of the above-mentioned Court and a Writ for Execution, the undermentioned property will be sold in execution on Thursday 10 January 2002 at 11:00 by the Sheriff of the High Court, Soshanguve, held at the Magistrate's Court, Soshanguve to the highest bidder:

Erf 571, Soshanguve East Township, Registration Division JR, Gauteng, measuring 255 square metres, held by Deed of Transfer T38532/98.

The following additional information is furnished though in this respect nothing is guaranteed in the event of the information not being correct.

Street address: Erf 571 Soshanguve East.

Improvements: Dwelling consisting of 1 living-room, kitchen, 2 bedrooms and bathroom.

Reserved price: The property will be sold without reserve.

Terms: 10% of the purchase price in cash payable immediately after the sale and the balance to be guaranteed by way of a bank- or building society guarantee to be delivered within 14 days from the date of sale and payable simultaneously with registration of transfer.

Auctioneers charges: Payable by the Purchaser on the day of sale.

Conditions of sale: Same shall lie for inspection at the offices of the Sheriff of the High Court: Soshanguve at E3 Mabopane Highway, Hebron.

Signed at Pretoria on the 3rd day of December 2001.

Haasbroek and Boezaart Inc., Plaintiff's Attorneys, Momentum Centre, West Tower, 2nd Floor, Pretorius Street; P O Box 2205, Pretoria. [Tel. (012) 322-4401. (Ref. V RENSBURG/BVDM/S1234/1875.)]

Case No. 14119/2001

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

**In the matter between: ABSA BANK LIMITED, Execution Creditor, and MANDLA DAVID MTHEMBU,
1st Execution Debtor, and BETTY SIBONGILE MTHEMBU, 2nd Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 25th October 2001, the following property will be sold in execution by the Sheriff, Alberton on Wednesday, 9th January 2001 at 10h00 and from the premises of the Sheriff at 8 St Columb Road, New Redruth, Alberton, namely:

Erf No. 686, A P Khumalo, Katlehong Extension, Alberton District, Registration Division I.R., the Province of Gauteng, measuring 315 (three hundred and fifteen) square metres, held under Deed of Transfer No. TL38460/1988 and also known as Erf 686, A P Khumalo, Katlehong Extension, Alberton District.

Material conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder, the conditions of the Title Deed insofar as these are applicable and further subject to the Conditions of Sale which are referred to in paragraph 4 hereof.

2. The following improvements on the property are reported, but nothing is guaranteed: *Main building:* Dwelling with tile roof consisting of lounge, kitchen, 2 bedrooms, 1 bathroom, toilet. *Outbuildings:* —. *Sundries:* —.

3. 10% of the purchase price and Auctioneer's charges in cash or by way of Bank guaranteed cheque on the day of the sale, and the balance plus interest at 13,5% per annum, compounded monthly, payable against registration of transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, ALBERTON at 8 St Columb Road, New Redruth, Alberton, Tel. (011) 869-7138/9.

Dated at Alberton on the 5th day of December 2001.

C. Mey, Theart, Mey & Partners, Execution Creditor's Attorneys, 82 Charl Cilliers Street, Alberton. (Ref. A0144.23/Mrs A Van Vreden.)

Case No. 7682/2001

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

In the matter between: ABSA BANK LIMITED, Execution Creditor, and MARY-ANN SCHOEMAN, Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 4th October 2001, the following property will be sold in execution by the Sheriff, Alberton, on Wednesday, 9 January 2002 at 10h00 and from the premises of the Sheriff, being 8 St. Columb Street, New Redruth, Alberton, namely:

Section No. 66 as shown and more fully described on Sectional Plan No. SS186/1985 in the scheme known as K G Centre in respect of the land and building or buildings situated at Alberton, of which section the floor area, according to the said sectional plan, is 91 (ninety-one) 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 ST59875/1994 (Unit) and also known as Flat Nr. 405, K G Centre, Alberton.

Material conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder, the conditions of the Title Deed insofar as these are applicable and further subject to the Conditions of Sale which are referred to in paragraph 4 hereof.

2. The following improvements on the property are reported, but nothing is guaranteed: *Main building:* Unit with tile roof consisting of: Lounge, dining-room, kitchen, 2 bedrooms, 2 bathroom with toilet. *Sundries:* —. *Outbuildings:* —.

3. 10% of the purchase price and Auctioneer's charges in cash or by way of Bank guaranteed cheque on the day of the sale, and the balance plus interest at 14,5% per annum, payable against registration of transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Alberton at 8 St Columb Street, New Redruth, Alberton, Tel. (011) 869-7138.

Dated at Alberton on the 4th day of December 2001.

Theart, Mey & Partners, Execution Creditor's Attorneys, 82 Charl Cilliers Street, Alberton. [Tel. (011) 907-2707.] (Ref. A0134.209/MRS A VAN VREDEN.)

Case No. 2340/2001

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

In the matter between: ODÉ RETIEF-DE LANGE, Execution Creditor, and JOYCE NOMSA MTYALI, Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution issued on 17 April 2001, the following property will be sold in execution by the Sheriff, Springs, on Friday, the 11th January 2002 at 10h00 and from the premises of the Sheriff, being 66 Fourth Street, Springs, namely:

Erf 6335, Kwa-Thema Ext 1, Registration Division I.R., in the Province of Gauteng, measuring 308 (three hundred and eight) square metres, held under Deed of Transfer TL39460/1987 and also known as 966 Extension 1, Kwa-Thema, Springs.

Material conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder, the conditions of the Title Deed insofar as these are applicable and further subject to the Conditions of Sale which are referred to in paragraph 4 hereof.

2. The following improvements on the property are reported, but nothing is guaranteed: *Main building:* Dwelling with asbestos roof consisting of kitchen, lounge, 2 bedrooms, bathroom, toilet. *Sundries:* —.

3. 10% of the purchase price and Auctioneer's charges in cash or by way of Bank guaranteed cheque on the day of the sale, and the balance plus interest at 19% per annum, compounded monthly, payable against registration of transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Springs, at 66 Fourth Street, Springs, Tel. (011) 812-1634.

Dated at Springs on the 15th day of November 2001.

Odé Retief-De Lange, 60- Nigel Road, Selection Park, Springs, 1559; Box 2482, Springs, 1560. [Tel. 011) 362-6830/1.] [Fax. (011) 362-6832.] (Ref. O RETIEF-DE LANGE/jr/3922.)

Case No. 00/5221

IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and PHUNYUKA EDAS MOTLOUNG, 1st Defendant, and ROSELINA GLADYS MOTLOUNG, 2nd Defendant**

Notice is hereby given that on the 1 February 2002, at 11h15, the undermentioned property will be sold by Public Auction at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg pursuant to a Judgment in this matter granted by the above Honourable Court on 5 April 2000, namely:

Certain: Erf 195, Vosloorus Ext. 3, Registration Division I.R., the Province of Gauteng, situated at 195 Vosloorus Ext 3, Boksburg.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of: 2 bedrooms, bathroom, kitchen, lounge & garage.

The full Conditions of Sale may be inspected at the offices of the Sheriff, Boksburg.

Dated at Boksburg on this the 20 November 2001.

Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; Box 99 Boksburg, 1468. (Tel. 918-0550.) (Ref. L PINHEIRO/H90636.)

Case No. 98/3607

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and RASOMANE JOHANNES MONAGENG, 1st Defendant, and MMAPULE EUNICE MONAGENG, 2nd Defendant

Notice is hereby given that on the 1 February 2002, at 11h15, the undermentioned property will be sold by Public Auction at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg pursuant to a Judgment in this matter granted by the above Honourable Court on 5 March 1998, namely:

Certain: Right of leasehold in respect of Erf 20400, Vosloorus Ext 30, Registration Division I.R., the Province of Gauteng, situated at 20400 Vosloorus Ext 30.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of: 2 bedrooms, bathroom, kitchen, lounge.

The full Conditions of Sale may be inspected at the offices of the Sheriff, Boksburg.

Dated at Boksburg on this the 20 November 2001.

Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; Box 99 Boksburg, 1468. (Tel. 918-0550.) (Ref. L PINHEIRO/H970051.)

Case No. 2340/2001

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

In the matter between ODÉ RETIEF-DE LANGE, Execution Creditor, and JOYCE NOMSA MTYALI, Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution issued on 17 April 2001, the following property will be sold in execution by The Sheriff, Springs, on Friday, the 11th day of January 2002 at 15h00 and from the premises of the Sheriff, being 66 Fourth Street, Springs, namely:

Erf 6335, kwaThema Ext 1, Registration Division I.R., in the Province of Gauteng, measuring 308 (three hundred and eight) square metres, held under Deed of Transfer TL39460/1987, and also known as 966 Extension 1, KwaThema, Springs.

Material conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder, the conditions of the Title Deed insofar as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.

2. The following improvements on the property are reported, but nothing is guaranteed:

Main building: Dwelling with asbestos roof consisting of kitchen, lounge, 2 bedrooms, bathroom, toilet.

Sundries: —

3. 10% of the purchase price and auctioneer's charges in cash or by way of bank guaranteed cheque on the day of the sale, and the balance plus interest at 19% per annum, compounded monthly, payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Springs, at 66 Fourth Street, Springs, Tel. (011) 812-1634.

Dated at Springs on this the 15th day of November 2001.

Odé Retief-De Lange, 60 Nigel Road, Selection Park, Springs, 1559; Box 2482, Springs, 1560. [Tel. (011) 362-68430/1.] [Fax (011) 362-6832.] (Ref. O Retief-De Lange/jr/3922.)

Case No. 25662/2001

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
SIBEKO, JOHN, 1st Defendant, and SIBEKO, TSIETSI ADELINA, 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 Sheriff's Office, Fehrs Lane Centre, 130A Struben Street, Pretoria on 16 January 2002 at 10:00 of the undermentioned property of the Defendants on conditions which will lie for inspection at the offices of the Sheriff, Pretoria South, Edenpark, Plot 82, Gerhardt Street, Lyttelton A/H, prior to the sale:

Certain: Holding 158, Mnandi Agricultural Holdings Extension 11 Township, Registration Division J.R., Province of Gauteng: Being 158 Tulip Street, Mnandi Ext 11, measuring 2,3142 (two comma three one four two) square metres. The property is zoned Residential.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A brick built residence, comprising of 2 living rooms, dining room, 3 bedrooms, 2 bathrooms, kitchen.

Outbuilding: 2 garages, servants room, water closet, shower.

Dated at Johannesburg on this the 20th day of November 2001.

Versfelds Nkosi Inc., Plaintiff's Attorneys, c/o Tobias Lubbe Attorneys, Suite 1920, SAAU Building, 19th Floor, cnr Andries & Schoeman Streets, Pretoria. [Tel. (011) 790-2300.] [Fax (011) 468-1371.] (Ref. JS/cj/SBC963.)

Case No. 28210/1999

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

**In the matter between FIRSTRAND BANK LIMITED, trading as inter alia FNB PROPERTIES, Plaintiff, and PETZ-
WINKLER, LUCA RAUL N.O., 1st Defendant, and PETZWINKLER, GABRIELLE DOROTHEE N.O., 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 Sheriff's Office, Fehrs Lane Centre, 130A Struben Street, Pretoria on 16 January 2002 at 10:00 of the undermentioned property of the Defendants on conditions which will lie for inspection at the offices of the Sheriff, Pretoria South, Edenpark, 82 Gerhardt Street, Lyttelton A/H, prior to the sale:

Certain: Erf 121, Clubview Township, Registration Division J.R., Province of Gauteng: being 95 Columbia Avenue, Clubview, measuring 1 963 (one thousand nine hundred and sixty three) square metres. The property is zoned Residential.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A brick built residence, comprising of entrance hall, 2 lounges, family room, dining room, kitchen, bedroom, bathroom/toilet/shower.

Outbuilding: 2 garages, laundry, store room, water closet, pool.

Dated at Johannesburg on this the 26th day of November 2001.

Versfelds Nkosi Inc., Plaintiff's Attorneys, c/o Lubbe & Roets Attorneys, Suite 1920, SAAU Building, 19th Floor, cnr Andries & Schoeman Streets, Pretoria. [Tel. (011) 790-2300.] [Fax (011) 468-1371.] (Ref. JS/cj/FBC48.)

Case No. 26557/2001

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

**In the matter between FIRSTRAND BANK LIMITED, trading as inter alia FNB PROPERTIES, Plaintiff, and
HARROD, CATHERINE ANNE, 1st Defendant, and HARROD, STEPHEN ASHLEY, 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 Sheriff's Office, Sandton, 10 Conduit Street, Kensington B, Randburg, on 8 January 2002 at 13:00 of the undermentioned property of the Defendants on conditions which will lie for inspection at the offices of the Sheriff, Sandton, 10 Conduit Street, Kensington B, Randburg, prior to the sale:

Certain: Erf 13, Paulshof Extension 1 Township, Registration Division I.R., Province of Gauteng: Being 18 Stonehaven Street, Paulshof Ext 1, measuring 1 482 (one thousand four hundred and eighty two) square metres. The property is zoned Residential.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A brick built residence, comprising of lounge, family room, dining room, study, kitchen, 4 bedrooms, 2 bathrooms, 1 shower, 2 water closets.

Outbuilding: 1 garage, 1 servants room, 1 covered patio.

Dated at Johannesburg on this the 19th day of November 2001.

Versfelds Nkosi Inc., Plaintiff's Attorneys, c/o Tobias Lubbe, Suite 1920, SAAU Building, 19th Floor, cnr Andries & Schoeman Streets, Pretoria. [Tel. (011) 790-2300.] [Fax (011) 468-1371.] (Ref. JS/cj/FBC751.)

Case No. 8922/1999

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

**In the matter between FIRSTRAND BANK LIMITED, trading as *inter alia* FNB PROPERTIES, Plaintiff, and
MATRAS, BRIGITTE BARBARA, 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 Sheriff's Office, Kempton Park South, 105 Commissioner Street, Kempton Park, on 17 January 2002 at 10:00 of the undermentioned property of the Defendant on conditions which will lie for inspection at the offices of the Sheriff, Kempton Park South, 105 Commissioner Street, Kempton Park, prior to the sale:

Certain: Erf 1776, Glen Marais Extension 2 Township, Registration Division I.R., Province of Gauteng: Being 18 First Street, Glen Marais, Ext 2, measuring 1 000 (one thousand) square metres. The property is zoned Residential.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A brick built residence, comprising of entrance hall, lounge, dining room, study, kitchen, scullery, shower, 2 water closets, 2 bathrooms, 2 bedrooms.

Outbuilding: —.

Dated at Johannesburg on this the 26th day of November 2001.

Versfelds Nkosi Inc., Plaintiff's Attorneys, c/o Tobias Lubbe Attorneys, Suite 1920, SAAU Building, 19th Floor, cnr Andries & Schoeman Streets, Pretoria. [Tel. (011) 790-2300.] [Fax (011) 468-1371.] (Ref. JS/cj/FBC348.)

Case No. 26996/2001

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

**In the matter between FIRSTRAND BANK LIMITED, trading as *inter alia* FNB PROPERTIES, Plaintiff, and
MHLABASI, PENCIL KENNY, 1st Defendant, and MHLABASI, KHABONINA EGNATIA, 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 by the Sheriff Soweto East, at the Sheriff's Office, Johannesburg East, 69 Juta Street, Braamfontein, on 10 January 2002 at 10:00 of the undermentioned property of the Defendants on conditions which will lie for inspection at the offices of the Sheriff, Soweto East, 8 Motor Street, Westdene, prior to the sale:

Certain: Erf 1411, Diepkloof Extension Township, Registration Division I.Q., Province of Gauteng: Being 1411 Diepkloof Extension Zone 5, measuring 386 (three hundred and eighty six) square metres. The property is zoned Residential.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A brick build residence, comprising of lounge, kitchen, 2 bedrooms, 1 bathroom, 1 water closet.

Outbuilding: —.

Dated at Johannesburg on this the 19th day of November 2001.

Versfelds Nkosi Inc., Plaintiff's Attorneys, c/o Tobias Lubbe, Suite 1920, SAAU Building, 19th Floor, cnr Andries & Schoeman Streets, Pretoria. [Tel. (011) 790-2300.] [Fax (011) 468-1371.] (Ref. JS/cj/FBC940.)

Case No. 24098/2001

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

**In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and LEBEPE: PAULUS, 1st Defendant, and
LEBEPE: JOHANNA, 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 by the Sheriff, Pretoria North West, at 6th Floor, Olivetti House, cor. Schubart and Pretorius Streets, Pretoria, on Thursday, 11 January 2002 at 10h00 of the undermentioned property of the defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff, Pretoria North West, Iscor Road, West Park, Pretoria, Tel. No. 386-3302:

Erf 2988, situate in the Township of Saulsville, Registration Division J.R., Province of Gauteng, measuring 303 square metres, held by Deed of Transfer No. T47834/93.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling consisting *inter alia* of a livingroom, kitchen, bedroom, bathroom/toilet.

Dated at Pretoria on this the 26th November 2001.

D Frances, Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (D Frances/JD HA6414.)

Saak No. 10850/2001

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

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en FIKILE JUDITH NGOBENI, Vonnisskuldenaar

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika (TPA), en 'n lasbrief gedateer 2 Oktober 2001 sal die volgende eiendom verkoop word in eksekusie op 11 Januarie 2002 om 10:30 te Balju Kantore te plaas Latwai, Rocky Drif, Witrivier (Hotel Bundu), nl:

Erf 689, Hazyview Vakansiedorp, geleë te Tarentaalstraat 689, Hazyview, groot 1,071 vkm.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Wet op die Hooggeregshof en Reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die Verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Leë erf.

3. Die koopprys is betaalbaar soos volg: 10% van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju Witrivier van hierdie Hof uitgelees word voor die verkoping en lê ter insae by die kantore van die Balju Witrivier van hierdie Hof en by die kantoor van die Eiser se prokureurs.

Smith-Smith, Vonnisskuldeiser Prokureurs, Longstraat 26A, Kempton Park; Posbus 3003, Kempton Park, 1620. [Tel. (011) 975-8104.] (Verw. Mev C Smith/EDP/A2893.)

Case Number: 2237/2001

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

In the matter between: ABSA BANK LTD, Execution Creditor, and CHRISTINA JOHANNA NORTJE (SCHUTTE), Execution Debtor

Pursuant to a Judgment granted by the above Honourable Court on 12th October 2001 and a warrant of execution served on 14th November 2001, the undermentioned property will be sold by the Sheriff of the Magistrate's Court, Boksburg, on 11th January 2002 at 11h15 at 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Portion 10 of Erf 33, Witfield Township, Registration Division IR, in the Province of Gauteng, measuring 1 000 (one thousand) square metres, held under Deed of Transfer No. T19964/92 and also known as 13 Sheard Street, Witfield (hereinafter referred to as the "property").

Improvements reported (which are not warranted to be correct and are not guaranteed): Entrance hall, lounge, diningroom, family room, bathroom, separate water closet, 3 x bedrooms, garage, carport, laundry with bathroom / shower, water closet.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Bondholder, which was 14,25% per annum at the time of preparation of the conditions from date of sale to date of payment.

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

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

The complete terms and conditions of the sale may be inspected at the offices of the Sheriff of the Court, Boksburg.

Dated at Germiston on this the 23rd day of November 2001.

(Sgd.) L Taitz, for Taitz and Skikne, Judgment Creditor's Attorneys, 27 Kinross Street, cnr. Queen Street (P.O. Box 60), Germiston. Tel. 825 3516. (Ref. L Taitz/ns/EXP.)

Case Number: 2001/17159
PH 239

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

In the matter between: INVESTEC BANK LIMITED, Plaintiff, and PETER ALLAN PROPERTIES CC, First Defendant, ALCON CC, Second Defendant, PETER ALLEN, Third Defendant

Under a judgment of the High Court of South Africa (Witwatersrand Local Division) dated 9 October 2001, a sale in execution will be held on 29 January 2002 at 10h00 at 12 Pressburg Road, Foundershill, Kempton Park, the following immovable property:

Description: Portion 18 and 21 of Erf 25, Foundersview North, Kempton Park.

In Extent: Portion 18: One thousand one hundred and seventy five (1 175) square metres square metres.

Portion 21: Eight hundred and twenty seven (827) square metres.

Postal Address: —.

Improvements: Portion 18: 2 warehouses and 2 upstairs offices.

Portion 21: Reception area with 2 offices and 1 toilet, upstairs—4 offices, toilet, kitchenette, 2 store rooms, factory—open space, changeroom and toilet.

Held by the First Defendant in his name under Deed of Transfer No. T102011/96.

The sale will be held subject to terms and conditions to be read out by the Auctioneer and these conditions may be examined at the offices of the Sheriff, Kempton Park, 105 Commissioner Street, Kempton Park.

Signed at Johannesburg on this the 4th day of December 2001.

Heynike Incorporated, Attorney for Plaintiff, c/o John Broido, 17th Floor, Sanlamsentrum, Jeppe Street, Johannesburg, DX 110, Johannesburg. Tel: 476-7871. Ref: Mr Müller/af/186.

Saaknommer: 1095/99

LANDDROSHOF BRAKPAN

ABSA BANK BEPERK en MARAIS A & NAGEL Y

Eksekusie verkoping – 11 Januarie 2002 om 11h00 te Prince George Laan 439, Brakpan deur Balju Brakpan aan die hoogste bieder.

Erf 3296, Brakpan Uitbreiding 3, Dorpsgebied (1 050 vkm), geleë Boundaryweg 19, Brakpan Uitbreiding 3.

Beskrywing: Sit/eetkamer, kombuis, 5 slaapkamers, 2 badkamers, buite slaapkamer, buite toilet, 2 motorhuise, dubbel afdak, lapa & swembad.

Sonering: Residensiël 1.

Voorwaardes: 10% deposito, rente 21.75%, waarborg binne 15 dae.

Volledige verkoopsvoorwaardes te Balju/Prokureur/Hof.

J. Louwrens, Louwrens & Coetzer. (Tel. 740-2326/7.) (Verw. WL/L9968.)

Saaknommer 2559/01

LANDDROSHOF BRAKPAN

ABSA BANK BEPERK en DITSHEGO RM

Eksekusie verkoping – 11 Januarie 2002 om 11h00 te Prince George Laan 439, Brakpan deur Balju Brakpan aan die hoogste bieder.

Erf 737, Dalpark Uitbreiding 1 Dorpsgebied (1 104 vkm), geleë te: Ankerweg 100, Dalpark Uitbreiding 1, Brakpan.

Beskrywing: Sitkamer, eetkamer, kombuis, 3 slaapkamers, badkamer, gang.

Sonering: Residensiël 1.

Voorwaardes: 10% deposito, rente 14.5%, waarborg binne 15 dae.

Volledige verkoopsvoorwaardes te Balju/Prokureur/Hof.

J. Louwrens, vir Louwrens & Coetzer. (Tel. 740-2326/7.) (Verw. WL/L12458.)

Saaknommer: 2726/01

LANDDROSHOF BRAKPAN

ABSA BANK BEPERK en TRUTER DP & MMJ

Eksekusie verkoping – 11 Januarie 2002 om 11h00 te Prince George Laan 439, Brakpan deur Balju Brakpan aan die hoogste bieder.

Erf 498, Minnebron Dorpsgebied (573 vkm), geleë te Coetzeestraat 23, Minnebron, Brakpan.

Beskrywing: Sitkamer, eetkamer, kombuis, 3 slaapkamers, badkamer, buite kamer, buite toilet, enkel motorhuis.

Sonering: Residensiël 1.

Voorwaardes: 10% deposito, rente 14%, waarborg binne 15 dae.

Volledige verkoopsvoorwaardes te Balju/Prokureur/Hof.

J. Louwrens, vir Louwrens & Coetzer. (Tel. 740-2326/7.) (Verw. WL/L12457.)

Case No: 2000/13130

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and MOHULATSI, RATLALE FANUEL, 1st Execution Debtor, and MOHULATSI, MAKGANO MARTHA, 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 11th day of January 2002 at 11h00 at the Sheriff's sale premises, 439 Prince George Avenue, Brakpan to the highest bidder:

Lot 18405, Tsakane Extension 8 Township, Registration Division I.R., The Province of Gauteng, in extent 546 (five hundred and forty six) square metres.

Zoning certificate: Zoned: Residential 1. Height: (HO) Two Storeys. Cover: 60%. Build line: None.

Also known as: Erf 18405, Tsakane Ext 8, 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 face brick dwelling under cement tiles pitched roof comprising: Lounge, kitchen, 3 bedrooms, bathroom.

Fencing: 3 Sides diamond mesh fencing.

The material conditions of public auction:

1. The sale shall be without reserve and "voetstoots".
2. The purchaser will pay all costs of transfer of the property into his name, including but not limited to municipal rates, transfer duty and VAT, where applicable, Sheriff's commission on the sale and interest, plus a deposit of at least 10% (ten per centum) of the purchase price or if the purchase price is less than R10 000.00 then the total purchase price is payable.
3. The full conditions of sale may be inspected at the office of the Magistrate's Court or the Sheriff of the High Court, Brakpan.

Signed at Benoni on this the 23rd day of November 2001.

(Sgd) A Du Plessis, A.E. Cook Cook & Falconer, Attorneys for Judgment Creditor, 20 Russell Street, Western Extension, P O Box 52, Benoni, 1500. DX 15, Benoni. Ref: Mr du Plessis/RP/N0001/225. Tel: (011) 845-2700. Fax: (011) 845-2709/420-3010.

Case No. 01/9144
PH 2

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

In the matter between: BOE BANK LIMITED, Plaintiff, and BRITZ; MAGRIETHA ALETTA JOHANNA, First Defendant, and BRITZ; WYNAND JOHANNES, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the Sheriff, 10 Conduit Street, Kensington B on 8 January 2002 at 13h00 of the undermentioned property of the First Defendant on the Conditions to be read by the Auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, 10 Conduit Street, Kensington B.

Being: Erf 4751, Bryanston Extension 25, situate at 3 Troupant Street, Bryanston Extension 25, Registration Division I.R., Province of Gauteng, measuring 2000 square metres.

Held under Deed of Transfer No T75404/89.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling comprising lounge, diningroom, kitchen, 3 bedrooms, 2 bathrooms, shower, 2 toilets, 2 carports, 3 flatlets, 2 playrooms, servants' room with loft.

Terms: 10% (ten percent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer - a guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Randburg this 26th November 2001.

Bezuidenhout Van Zyl Inc., 5 Surrey Square on Republic, Corner Republic Road and Surrey Avenue, Randburg. Tel. 789 3050. Ref: Mrs Christmas. C/o 9th Floor, North State Building, Corner Market & Kruis Streets, Johannesburg.

Case No: 5119/2000
LH 59A

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

In the matter between: ABSA BANK LIMITED, Execution Creditor, and ROELOF JOSEF STRYDOM, Execution Debtor

In pursuance of a judgement in the above Honourable Court and a warrant of execution dated 23 May 2000, the following property will be sold in execution by the Sheriff, Alberton, on Wednesday, 9th January 2002 at 10h00 and from the premises of the Sheriff at 8 St Columb Road, New Redruth, Alberton, namely:

Half share of Erf No. 422, New Redruth Extension, Alberton District, Registration Division I.R., the Province of Gauteng.

Measuring: 1983 (one thousand nine hundred and eighty three) square metres.

Held under Deed of Transfer No. T17841/1996.

And also known as 33 St. Aubyn Street, New Redruth Extension, Alberton District.

Material conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder, the conditions of the Title Deed insofar as these are applicable and further subject to the Conditions of Sale which are referred to in paragraph 4 hereof.

2. The following improvements on the property are reported, but nothing is guaranteed:

Main building: Dwelling with tile roof consisting of lounge, diningroom, kitchen, 3 bedrooms, 1 study, 2 bathrooms, 2 toilets.

Outbuildings: Carport, 1 garage, 1 laundry.

Sundries: Fencing.

3. 10% of the purchase price and Auctioneer's charges in cash or by way of Bank guaranteed cheque on the day of the sale, and the balance plus interest at 22,5% per annum payable against registration of transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Alberton at 8 St Columb Road, New Redruth, Alberton Tel (011) 869-7138/9.

Dated at Alberton on the 10th day of December 2001.

(Sgd) C. Mey, Theart, Mey & Partners, Execution Creditor's Attorneys, 82 Charl Cilliers Street, Alberton. Ref: A0091.71/Mrs A van Vreden.

**Case No: 12128/99
PH 328**

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

**In the matter between: STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
AUDREY VERONICA PILLAY, Defendant**

1. In the execution of the judgement of the Magistrate's Court for the District of Alberton held at Alberton in the above-mentioned suit, a sale without a reserve price will be held at the Sheriff, Alberton, 8 St Columb Street, New Redruth, Alberton, at 10h00 on 9 January 2002 on the conditions read out by the auctioneer at the office of the Sheriff, 8 Columb Street, New Redruth, Alberton, prior to the sale, of the undermentioned property situated at:

Erf 57, Palm Ridge Township, Registration Division I.R., the Province of Gauteng, measuring 540 (five hundred and forty) square metres; held by Deed of Transfer number T.56472/1994, and having the physical address No. 4 Cordyline Avenue, Palm Ridge, and consists of (not guaranteed): "A dwelling" 1 diningroom, 3 bedrooms, kitchen, 1 bathroom, toilet.

2. Terms:

2.1 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bonds rates 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.

2.2 Auctioneer charges, payable on the day of sale, to be calculated as follows:

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand) and thereafter 3% (three per centum) up to maximum fee of R7 000,00 (seven thousand rand);

2.2.2 minimum charges R260,00 (two hundred and sixty rand).

Dated at Johannesburg on this the 7th day of December 2001.

Daly Incorporated, Plaintiff's Attorneys. C/o Van Rhyns Attorneys, 44-4th Avenue, Alberton North. [Tel: (011) 784-6400.] (Ref: Mrs Oliphant/jl/S4001.)

EASTERN CAPE OOS-KAAP

Case No. 907/01

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

**In the matter between BOE BANK LIMITED, Registration No. 51/00847/06, Plaintiff, and ANTHONY VAN ROOYEN,
First Defendant, and JEANNETTE MARY VAN ROOYEN, Second Defendant**

In pursuance of a Judgment of the above Honourable Court dated 17 May 2001 and an Attachment in Execution dated 19 September 2001, the following property will be sold at Alice Road, Cannon Rocks, by public auction on Friday, 11 January 2002 at 11h00.

Erf 172, Cannon Rocks, in the Area of the Local Council of Boknes/Cannon Rocks, Division of Alexandria, the Province of Eastern Cape, measuring 798 (seven hundred and ninety eight) square metres, situated at Alice Road, Cannon Rocks, while nothing is guaranteed, it is understood that it is a south, sea facing, vacant plot; the area is semi built-up.

The Conditions of Sale will be read prior to the sale and may be inspected at the Office of the Sheriff, Lotzkloof, Alexandria or at Plaintiff's attorneys.

Further details can be obtained from the offices of the Plaintiff at 173 Cape Road, Greenacres, Port Elizabeth. Telephone (041) 396-9255.

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 and thereafter 3% up to a maximum fee of R7 000, subject to a minimum of R300 on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days from the date of the sale.

Dated at Port Elizabeth this the 12th day of November 2001.

Mr G Lotz, for Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. (Ref. Mr G Lotz/bg/45901.)

Case No. 2103/01

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

In the matter between STANDARD BANK OF S.A. LIMITED, Plaintiff, and NDOMELELE JACKSON KANANA, First Defendant, and SYLVIA KANANA, Second Defendant

In pursuance of a Judgment of the above Honourable Court dated 26 September 2001 and Attachment in Execution dated 18 October 2001, the following property will be sold at Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, Cnr of Rink and Clyde Streets, Port Elizabeth, by public auction on Friday, 11 January 2002 at 15H00.

Erf 1648, Kwadwesi, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape, measuring 297 (two hundred and ninety seven) square metres, situated at 68 Mngabane Street, Kwadwesi, Port Elizabeth, while nothing is guaranteed, it is understood that the main building consists of 1 living room, 2 bedrooms, 1 kitchen and 1 bathroom.

The Conditions of Sale will be read prior to the sale and may be inspected at the Office of the Sheriff, 15 Rink Street, Central, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of the Plaintiff's Attorneys at 173 Cape Road, Greenacres, Port Elizabeth. Telephone (041) 396-9255.

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 and thereafter 3% on the balance, up to a maximum fee of R7 000, subject to a minimum of R300 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 twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this the 12th day of November 2001.

G Lotz, for Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. (Ref. G Lotz/lp/46723.)

Case No. 523/00

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

In the matter between BOE BANK LIMITED, Registration No. 51/00847/06, the successor, in the title to Natal Building Society Limited, Plaintiff, and CHARLES STANLEY PETER PLAATJIES, First Defendant, and BEVERLEY MATELDINE PLAATJIES, Second Defendant

In pursuance of a Judgment of the above Honourable Court dated 28 February 2001, and an Attachment in Execution dated 28 March 2001 the following property will be sold at Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, Cnr of Rink and Clyde Streets, Port Elizabeth, by public auction on Friday, 11 January 2002 at 15h00.

Erf 7034, Bethelsdorp, in the Municipality and Administrative District of Port Elizabeth, measuring 344 (three hundred and forty four) square metres, situated at 29 St Elizabeth Street, Bethelsdorp Ext 28, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consists of a single storey, detached, brick under tile roof private dwelling with fitted carpets, lounge, kitchen, 2 bedrooms, 1 bathroom and 1 toilet.

The Conditions of Sale will be read prior to the sale and may be inspected at the Offices of the Sheriff, 15 Rink Street, Central, Port Elizabeth or at Plaintiff's attorneys.

Further details can be obtained from the offices of the Plaintiff at 173 Cape Road, Greenacres, Port Elizabeth. Telephone (041) 396-9255.

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 and thereafter 3% up to a maximum fee of R7 000, subject to a minimum of R300, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days from the date of the sale.

Dated at Port Elizabeth this the 31st day of October 2001.

Mr G Lotz, for Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. (Ref. Mr G Lotz/bg/23800.)

Case No. 1123/00

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

In the matter between BOE BANK LIMITED, Registration No. 51/00847/06, the successor in the title to NBS Bank Limited, Plaintiff, and JOHN JACOBUS FREDERICK PIO, First Defendant, and MECHELLE PIO, Second Defendant

In pursuance of a Judgment of the above Honourable Court dated 6 July 2000, and an Attachment in Execution dated 3 August 2000, the following property will be sold at Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, Cnr of Rink and Clyde Streets, Port Elizabeth, by public auction on Friday, 11 January 2002 at 15h00.

Erf 2815, Fairview, in the Municipality and Division of Port Elizabeth, Province of Eastern Cape, measuring 285 (two hundred and eighty five) square metres, situated at 29 Avon Place, Overbaakens, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consists of a single storey, detached, brick under tile roof private dwelling with lounge/dining room, kitchen, 2 bedrooms, 1 bathroom and 1 toilet.

The Conditions of Sale will be read prior to the sale and may be inspected at the Office of the Sheriff, 15 Rink Street, Central, Port Elizabeth or at Plaintiff's attorneys.

Further details can be obtained from the offices of the Plaintiff at 173 Cape Road, Greenacres, Port Elizabeth. Telephone (041) 396-9255.

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 and thereafter 3% up to a maximum fee of R7 000, subject to a minimum of R300, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days from the date of the sale.

Dated at Port Elizabeth this the 6th day of November 2001.

Mr G Lotz, for Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. (Ref. Mr G Lotz/bg/23968.)

Case No. 2776/99

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

In the matter between STANDARD BANK OF S.A. LIMITED, Plaintiff, and GEOFFREY MELVILLE MIDGLEY, First Defendant, and DESIREE JOAN MIDGLEY, Second Defendant

In pursuance of a Judgment of the above Honourable Court dated 15 November 1999, and Attachment in Execution dated 6 December 1999, the following property will be sold at Sheriff's Auction Room, Ground Floor, 15 Rink Streets, Port Elizabeth, Cnr of Rink Street, Port Elizabeth, Cnr of Rink and Clyde Streets, Port Elizabeth, by public auction on Friday, 11 January 2002 at 15H00.

Erf 1504, Theescombe, in the Municipality and Division of Port Elizabeth, Eastern Cape Province, measuring 1 197 (one thousand one hundred and ninety seven) square metres, situated at 80 Martha Street, Kamma Park, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consists of 3 living rooms, 3 bedrooms, 1 kitchen, 1 bathroom while the out building consists of 1 servants room, 1 bathroom and 2 garages, a concrete swimming pool and a braai area.

The Conditions of Sale will be read prior to the sale and may be inspected at the Office of the Sheriff, 15 Rink Street, Central, Port Elizabeth or at Plaintiff's attorneys.

Further details can be obtained from the offices of the Plaintiff's Attorneys at 173 Cape Road, Greenacres, Port Elizabeth with telephone number (041) 396-9225.

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 and thereafter 3% on the balance, up to a maximum fee of R7 000, subject to a minimum of R300 on the date of the 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 twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this the 5th day of November 2001.

G Lotz, for Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. (Ref. G Lotz/lp/46452.)

Case No. 2027/01

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

BOE BANK LIMITED, Registration Number 51/00847/06, Plaintiff, and THEMBISILE ERIC MAMA, Defendant

In pursuance of a judgment of the above Honourable Court dated 5 October 2001 and an attachment in execution dated 31 October 2001, the following property will be sold at Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, Cnr of Rink and Clyde Streets, Port Elizabeth, by public auction, on Friday, 11 January 2002 at 15h00:

Erf 2407, Hunters Retreat, in the Municipality and Division of Port Elizabeth, Eastern Cape Province, measuring 800 (eight hundred) square metres, situated at 54 Monmouth Street, Sherwood, Port Elizabeth

While nothing is guaranteed, it is understood that the main building consists of a single storey, detached, brick under tile roof private dwelling with fitted carpets, lounge, dining room, TV room, kitchen, 3 bedrooms, 1 bathroom, 1 shower, 1 toilet, 1 carport, paving and surrounding fence.

The conditions of sale will be read prior to the sale and may be inspected at the Office of the Sheriff, 15 Rink Street, Central, Port Elizabeth or at Plaintiff's Attorneys.

Further details can be obtained from the offices of the Plaintiff at 173 Cape Road, Greenacres, Port Elizabeth. Telephone (041) 3969255.

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% 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 building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within (14) days from the date of the sale.

Dated at Port Elizabeth this the 7th day of November 2001.

Mr G Lotz, Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. (Ref. Mr G Lotz/bg/45937.)

Case No. 27416/01

MAGISTRATE'S COURT DISTRICT PORT ELIZABETH

H T J & LE DE CONING versus D & PE NAIDOO

In pursuance of a judgment dated 19th July 2001 and an attachment on the 19th September 2001, the following immovable property will be sold in front of the Magistrate's Court, Govan Mbeki Avenue, Port Elizabeth, by public auction on Friday, 11th January 2002 at 2:15:

A unit consisting of:—

Section No. 23 (twenty three) as shown and more fully described on Sectional Plan No. SS392/96 in the scheme known as Agapanthus Court in respect of the land and building or buildings situate at Malabar in the Municipality of Port Elizabeth of which Section the floor area, according to the said sectional plan is 54 (fifty 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, situate at 23 Agapanthus Court, Malabar, Port Elizabeth.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court – West, 38 North Road, North End, Port Elizabeth.

Terms: 10% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 14 days of sale. Sheriff's charges (5% on the first R30.000,00 and thereafter 3% to a maximum of R7.000,00 with a minimum of R300,00 plus V.A.T.) are also payable on date of sale.

Dated 28th November 2001.

A Jamieson, Pagdens • Stultings, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Central, Port Elizabeth (P O Box 132, P.E., 6000). (Tel. 507-7200.) (Ref. Mr D Jordan/kc/N0336/1.)

Case No: 972/00

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

STANDARD BANK OF S.A. LIMITED, Plaintiff, and YEARAPOLLO INVESTMENTS (PTY) LTD, Defendant

In pursuance of a Judgment of the above Honorable Court dated 6 July 2000 and Attachment in Execution dated 27 July 2000, the following property will be sold at Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, Cnr of Rink and Clyde Streets, Port Elizabeth, by public auction on Friday, 11 January 2002 at 15h00.

Erf: 271 Cotswold, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape.

Measuring: 1 294 (one thousand two hundred and ninety four) square metres.

Situated at: 423 Cape Road, Cotswold, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consists of 2 Living rooms, 4 Bedrooms, 1 Kitchen, 1 Bathroom and 1 w/c while the out building consists of 1 Servants room, 1 Bathroom and 1 Garage.

The Conditions of Sale will be read prior to the sale and may be inspected at the Office of the Sheriff, 15 Rink Street, Central, Port Elizabeth or at Plaintiff's attorneys.

Further details can be obtained from the offices of the Plaintiff's Attorneys at 173 Cape Road, Greenacres, Port Elizabeth with telephone number (041) 3969255.

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 building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this the 9th day of November 2001.

Per: (Sgd) G Lotz, Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. Ref: G Lotz/lp/46597.

Case No: 886/00

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

**STANDARD BANK OF S.A. LIMITED, Plaintiff, and YEARAPOLLO INVESTMENTS (PTY) LTD, First Defendant,
DEON KOTZE, Second Defendant**

In pursuance of a Judgment of the above Honourable Court dated 9 June 2000 and Attachment in Execution dated 3 July 2001, the following property will be sold at Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, Cnr of Rink and Clyde Streets, Port Elizabeth, by public auction on Friday, 11 January 2002 at 15h00.

Erf: 785 Newton Park, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape.

Measuring: 807 (eight hundred and seven) square metres.

Situated at: 84 Mowbray Street, Newtown Park, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consists of 2 Living rooms, 3 Bedrooms, 1 Kitchen, 1 Sun room, 1 Pantry, 1 Bathroom and 1 w/c while the out building consists of 1 Servants room, 1 Living room, 1 Bathroom and 1 w/c.

The Conditions of Sale will be read prior to the sale and may be inspected at the Office of the Sheriff, 15 Rink Street, Central, Port Elizabeth or at Plaintiff's attorneys.

Further details can be obtained from the offices of the Plaintiff's Attorneys at 173 Cape Road, Greenacres, Port Elizabeth with telephone number (041) 3969225.

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 building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this the 9th day of November 2001.

Per: (Sgd) G Lotz, Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. Ref: G Lotz/lp/46599.

Case No. 886/00

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

**STANDARD BANK OF S.A. LIMITED, Plaintiff, and YEARAPOLLO INVESTMENTS (PTY) LTD, First Defendant, and
DEON KOTZE, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 9 June 2000 and attachment in execution dated 3 July 2001, the following property will be sold at Sheriff's auction room, Ground Floor, 15 Rink Street, Port Elizabeth, cnr of Rink and Clyde Streets, Port Elizabeth, by public auction, on Friday, 11 January 2002 at 15h00:

Erf 785, Newton Park, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape, measuring 807 (eight hundred and seven) square metres, situated at 84 Mowbray Street, Newton Park, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consists of 2 living rooms, 3 bedrooms, 1 kitchen, 1 sun room, 1 pantry, 1 bathroom and 1 w/c while the out building consists of 1 servants room, 1 living room, 1 bathroom and 1 w/c.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, 15 Rink Street, Central Port Elizabeth or at Plaintiff's Attorneys.

Further details can be obtained from the offices of the Plaintiff's Attorneys at 173 Cape Road, Greenacres, Port Elizabeth with telephone number (041) 3969225.

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 twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this the 9th day of November 2001.

G Lotz, Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. (Ref. G Lotz/lp/46599.)

Case No. 972/00

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

STANDARD BANK OF S.A. LIMITED, Plaintiff, and YEARAPOLLO INVESTMENTS (PTY) LTD, Defendant

In pursuance of a judgment of the above Honourable Court dated 6 July 2000 and attachment in execution dated 27 July 2001, the following property will be sold at Sheriff's auction room, Ground Floor, 15 Rink Street, Port Elizabeth, cnr of Rink and Clyde Streets, Port Elizabeth, by public auction, on Friday, 11 January 2002 at 15h00:

Erf 271, Colswold, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape, measuring 1 294 (one thousand two hundred and ninety four) square metres, situated at 423 Cape Road, Colswold, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consists of 2 living rooms, 4 bedrooms, 1 kitchen, 1 bathroom and 1 w/c while the out building consists of 1 servants room, 1 bathroom and 1 garage.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, 15 Rink Street, Central Port Elizabeth or at Plaintiff's Attorneys.

Further details can be obtained from the offices of the Plaintiff's Attorneys at 173 Cape Road, Greenacres, Port Elizabeth with telephone number (041) 3969225.

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 twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this the 9th day of November 2001.

G Lotz, Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. (Ref. G Lotz/lp/4659.)

FREE STATE VRYSTAAT

Saak No. 4278/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen ABSA BANK BPK, Eiser, en MVIMBI JEREMIAH MAJOLA, Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerder te die Landdroskantoor, Bethlehem gehou word om 12:00 op Vrydag die 11de dag van Januarie 2002, naamlik:

Sekere: Woonhuis geleë te Erf no 6070 in die dorp Bohlokong en distrik Bethlehem, provinsie Vrystaat, groot 264 v/m, gehou kragtens Sertifikaat van Transportakte TL8821/90.

Terme: Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal, en die balans deur 'n bank of bouverenigingwaarborg binne 14 (veertien) dae na die verkoping van die eiendom.

Die eiendom sal aan die hoogste bieder verkoop word Onderhewig aan die Bepalings van Artikel 66 van die Landdroshowe Wet soos gewysig en die regte van Preferente Skuldeisers, sonder reserwe en die volledige verkoopsvoorwaardes lê ter insae by die kantoor van die Balju te Bethlehem en die kantoor van die Landdros te Bethlehem gedurende kantoorure.

Gedateer die 21ste dag van November 2001.

Du Plessis Bosch & Meyerowitz Ing., Posbus 563, Naudestraat 24, Bethlehem. (Verw. Human/rs/36727.)

Saak No. 210/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN JACOBSDAL GEHOU TE JACOBSDAL

In die saak tussen KYNOCH KUNSMIS (EDMS) BEPERK, Eiser, en S J ROOS, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 18 Augustus 2000 en daaropvolgende lasbrief vir eksekusie die hiernagelaste eiendom op 24 Januarie 2002 om 10h00, te die Landdroskantoor, Jacobsdal, aan die hoogste bieder geregtelik verkoop sal word, naamlik:

Perseel 192, Rietrivier Settlement East, geleë in die distrik Jacobsdal, Provinsie Vrystaat, groot 46.7553 hektaar.

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

1. Tien persent van die koopsom is betaalbaar by ondertekening van die voorwaardes van verkoop.
2. Balans koopsom, plus rente binne 30 (dertig) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.

Geteken te Potchefstroom op hierdie 14de dag van November 2001.

GJS Coetzee, Gerrit Coetzee Prokureurs, Prokureurs vir Eiser, Lombardstraat 62, Potchefstroom. (Verw. Coetzee/tc/K7.00)

KWAZULU-NATAL

Case Number: 5016/2001

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

In the matter between ABSA BANK LIMITED, Plaintiff, and JAIRAJ HIRAMAN MAHARAJ, First Defendant, and YOSHINIDEVI MAHARAJ, Second Defendant

In terms of a judgment of the above Honourable Court dated the 24 October 2001 a sale in execution will be held on the 7th January 2002 at 09h00 at Sheriff's Office at 1 Trevenen Road, Lotusville, Verulam, to the highest bidder without reserve:

Erf 1025, Castlehill, Registration Division FT, Province of KwaZulu-Natal, in extent 324 (three hundred and twenty four) square metres, held under Deed of Transfer No. T3674/1988 on the 18 February 1988 endorsed in terms of Section 45 (BIS) of Act 47/1937 (No. T789/95) reflecting the above owners as being divorced and each entitled to deal with a $\frac{1}{2}$ share in and to the property.

Physical address: 221 Castlehill Drive, Castlehill, Newlands West.

The following information is furnished but not guaranteed: A single storey brick under cement dwelling with lounge, diningroom, kitchen, bathroom, toilet, 3 bedrooms (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

Zoning: Residential.

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 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 at Inanda Area 2, 1 Trevenen Road, Lotusville, Verulam.

Dated at Durban this 22nd day of November 2001.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street, Durban, 4001. (Docex No. 27.) (Tel. 304-3433.) (Ref. MR BOTHA/gl/A0038/1604.)

Case No. 6097/00

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

In the matter between THE COLLECTOR OF RATES FOR THE MARGATE TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and NOLWANDLE NINGI, Execution Debtor

In pursuance of a judgment granted on 4 July 2001 in the Court of the Magistrate in Port Shepstone and under Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 11 January 2002 at 11h00 in front of the Magistrate's Court, Port Shepstone to the highest bidder:

Description: A certain piece of land being Lot 120, Uvongo, Registration Division ET, situate in the Margate Transitional Local Council and the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 1 012 (one thousand and twelve) square metres, held under Deed of Transfer No. T3503/1997.

Improvements: Dwelling under brick/tile consisting of 1 lounge, 1 kitchen, 1 shower/toilet & wash basin ensuite, 1 bedroom, 1 bathroom.

Town Planning—Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The Sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The Purchaser shall pay a deposit of 10% (ten per centum) in cash or by a bank guaranteed cheque at the time of the sale, the balance against transfer to be secured by a Bank or Building Society Guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title of law.

The full conditions may be inspected at the offices of the Sheriff of the Court, Port Shepstone or at our offices.

Dated at Margate this 27th day of November 2001.

Signed: W. G. Robinson, for Kent Robinson du Plessis Inc., Lot 3159 Boyes Lane, PO Box 1034, Margate, 4275. (Ref. GAYNOR MILEHAM/U120.)

Case No. 10565/01

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
RAYMOND PATRICK McNULTY, Defendant**

In pursuance of a judgment granted on the 12th day of July 2001, in the Court of the Magistrate, Pinetown, and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution, by public auction, to the highest bidder for cash by the Sheriff of the Magistrate's Court, Pinetown at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown on 9th January 2002 at 10h00 or so soon thereafter as possible:

Address of dwelling: 6 Mottramdale Road, Westville.

Description: Erf 903, Westville, Registration Division FT, situate in the Inner West City Council Area, Province of KwaZulu-Natal in extent 3 933 (three thousand nine hundred and thirty three) square metres.

Improvements: Double storey dwelling consisting of two units with separate entrances. First unit consists of entrance hall, lounge, dining room, kitchen, scullery, 3 bedrooms, 2 bathrooms (1 of which is en-suite), double garage and servants quarters with its own water and electricity meter.

Second unit consists of entrance hall, lounge, dining room, kitchen, scullery, 3 bedrooms and 2 bathrooms (1 of which is en-suite), double garage and servants quarters with its own water and electricity meter.

Swimming pool, brick paved driveway and electronic gates.

Material conditions:

1. Nothing in the above is guaranteed.
2. The sale shall be subject to the terms and conditions of the Magistrate's Court Act, and the rules made thereunder.
3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the commission plus VAT due to the Sheriff of the Magistrate's Court (hereinafter referred to as "the Sheriff") immediately after the sale or such extended period as may be agreed with the Sheriff and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within twenty one (21) days after the date of sale.
4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 13,75% per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.
5. The property is to be sold as it stands, that is voetstoots, and without any warranties whatsoever.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 21st day of November 2001.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban. (Ref. J P COX/MC/F4166.)

Case No. 5273/2001

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

In the matter between NEDCOR BANK LIMITED, No. 51/00009/06, Plaintiff, and POOBATHY NAGURSAMY, Defendant

In pursuance of a judgment granted in the Magistrate's Court for the District of Port Shepstone, under Writ of Execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve in front of the Magistrate's Court, Port Shepstone, at 10h00 on Friday, 11 January 2002:

Property description:

1. A unit consisting of:

(a) Section No. 7, as shown and more fully described on Sectional Plan No. SS20/1991, in the scheme known as Alsville Flats, in respect of the land and building or buildings situate at Port Shepstone, Province of KwaZulu-Natal, of which the floor area, according to the said sectional plan, is 103 square metres in extent; and

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

2. A unit consisting of:

(a) Section No. 31, as shown and more fully described on Sectional Plan No. SS20/1991, in the scheme known as Alsville Flats, in respect of the land and building or buildings situate at Port Shepstone, Province of KwaZulu-Natal, of which the floor area, according to the said sectional plan, is 20 square metres in extent; and

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

both held under Deed of Transfer No. ST14545/1994.

Physical address of property: Sections 7 and 31 (Flat 8), Alsville Flats (NPC Flats), Albersville Road, Port Shepstone.

Zoning: Special Residential.

Improvements: A duplex unit consisting of: *Downstairs:* Kitchen, lounge/dining room. *Upstairs:* 3 bedrooms, bathroom consisting of bath and basin, toilet and lock-up garage.

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 in cash together with the auctioneer's commission in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a Bank or Building Society Guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within 14 (fourteen) days after the date of the sale.

3. The Purchaser shall be liable for the payment of interest to the Execution Creditor and to the Bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the Conditions of Sale.

4. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax, sewerage connection costs (if any), and other necessary charges to effect transfer, upon request by the Plaintiff's attorneys.

5. 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 office of the Plaintiff's Attorneys.

Dated at Port Shepstone on this the 26th day of November 2001.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. ERB/NP429/01NP01429.)

Case No. 995/96

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Execution Creditor, and
THANDUXOLO ALBERT LUSHABA, Execution Debtor**

In pursuance of a judgment granted on the 24th February 1997 in the Magistrate's Court for the District of Umlazi, held at Umlazi and a Writ of Execution issued thereunder, the immovable property listed hereunder will be sold in execution on Wednesday, the 16th January 2002 at the Sheriff's offices which are situated at V1030, Block C, Room 4, Umlazi Township, Umlazi, at 10h00:

Description: Erf 1206, Umlazi BB, Umlazi, Province of KwaZulu-Natal, in extent of four hundred and fifty six (456) square metres, held under Deed of Grant No. TG 6212/1986 (KZ).

Street address: BB1206 Umlazi Township, Umlazi, KwaZulu-Natal.

Improvements: A brick plastered dwelling house with tiled roof consisting of 3 bedrooms, 1 dining room, 1 lounge, 1 kitchen and 1 bathroom & toilet. Nothing is guaranteed in respect of such improvements on the property.

Zoning: Residential.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Umlazi, which are situated at V1030, Block C, Room 4, Umlazi Township, Umlazi.

Dated at Durban this 28th day of November 2001.

Buthlezi Attorneys, Execution Creditor's Attorney, First Floor, Protea House, 332 West Street, Durban, 4001. (Ref. MR Z. E. BUTHELEZI/fk/C0015118.)

Case No. 5771/00

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

FIRSTRAND BANK LTD (formerly known as FIRST NATIONAL BANK OF SA LTD), RUTHROCKER CC, Defendant

The following property will be sold in execution, by the Sheriff of the High Court, Scottburgh on the 11th January 2002 at 10h00 at the Cutty Sark Hotel, Starboard Conference Road, Scottburgh.

Certain: Lot 342, Hibberdene, situate in the Hibberdene Transitional Local Council Area and in the Southern Natal Joint Services Board Area, administrative district of Natal, Province of KwaZulu-natal, in extent 1125 (one thousand one hundred and twenty five) square metres, situate at Lot 342, Florida Way, Hibberdene.

The property is improved, without anything warranted consisting of: One Dwelling with three units consisting: Unit One: Lounge, kitchenette, two bedrooms, bathroom: Unit Two consisting of: Lounge, kitchenette, two bedrooms, bathroom, Unit Three consisting of: Lounge, kitchenette, two bedrooms, bathroom.

The material terms are 10% deposit, balance payable on transfer, guarantees within 14 days of sale. The full conditions can be inspected at the offices of the Sheriff of the High Court, 67 Williamson Street, Scottburgh.

Dated at Durban this 29th November 2001.

Woodhead Bigby & Irving. Ref. CSS/LP 15F4590A0.

Case No. 920/99

IN THE MAGISTRATES' COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between: NEDCOR BANK LIMITED, Execution Creditor, and ALEXANDER FORSYTH CLELLAND, First Execution Debtor, DEVARANIE CLELLAND, Second Execution Debtor

In pursuance of a Judgment in the Court for the Magistrate of Pinetown and Writ of Execution dated 12 October 2001 the property listed hereunder will be sold in Execution on 9 January 2002 at 10h00 at the Pinetown Magistrates' Court, to the highest bidder:

Portion 20 of Erf 1136, Queensburgh, Registration Division FT, Province of KwaZulu-Natal, in extent 1212 (One Thousand Two Hundred and Twelve) square metres, held under Deed of Transfer No. T19650/94.

Postal address: 6 Pinedale Place, Malvern, KwaZulu-Natal.

Town planning zoning: Special Residential.

The following improvements are reported to be on the property, but nothing is guaranteed:

A single storey brick under tile dwelling consisting of: Lounge, Diningroom, Kitchen, 3 Bedrooms with built in cupboards, and en suite, Bathrooms with WC's, Garage, Staff Quarters, 1 WC, Wire Fending.

Vacant possession is not guaranteed.

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 for Pinetown. A substantial Bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 27th day of November 2001.

Attorney for Execution Creditor, King & Associates Incorporated, 64 Kings Road, Pinetown. Ref: Mr Jenkins/dpr/02/N002/003. Tel. 7011561.

Case No. 3757/2001

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

In the matter between: FIRSTRAND BANK LIMITED, Plaintiff, and SIFISO NIMRODE MLABA, 1st Defendant, ZAMO EUGINIA MLABA, 2nd Defendant

1. The following property shall be sold by the Sheriff for the High Court, Scottburgh on the 11th day of January 2002 at 10h00 at The Cutty Sark Hotel, Starboard Conference Room, Scottburgh to the highest bidder without reserve:

Erf 532, Umzinto (Extension No. 2), Registration Division ET, situate in the Scottburgh/Umzinto North Transitional Local Council Area and in Ugu Regional Area, Province of KwaZulu-Natal, in extent One Thousand Three Hundred And Eighty One (1 381) square metres held under Deed of Transfer No. T17078/1998 and having physical address at 24 Petunia Road, Umzinto, KwaZulu-Natal and which, without anything being warranted thereby, is zoned residential and is improved by a dwelling comprising, entrance hall; dining room; kitchen; 3 bedrooms; bathroom; 1 shower; 2 w.c.'s; 2 garages.

2. The sale is voetstoots and the successful bidder is to pay on conclusion of the sale in cash or by bank guaranteed cheque a deposit of 10% of the price, plus the Sheriff's charges (being 5% on the first R30 000,00 of the price and 3% on the balance—plus VAT). The full conditions of sale may be inspected at the office of the said Sheriff at 67 Williamson Street, Scottburgh.

Dated at Durban on this the 21st day of November 2001.

W. N. Mann, John Koch & Company, Plaintiff's Attorney, Suite 709, 7th Floor, First National Bank Building, cnr Smith and Field Streets, Durban. (Our Ref: WNM/EB/F3862.)

Case Number: 5552/2000

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and DEVAN PERUMAL, Defendant

In terms of a judgment of the above Honourable Court dated the 7th August 2000 a sale in execution will be held on Friday, the 11th January 2002 at the front entrance to the Magistrate's Court Building at King Shaka Street, Kwadukuga/Stanger at 10h00, to the highest bidder without reserve:

Erf 731, Stanger, Registration Division FU, situate in the Kwa-Dukuza-Stanger Transitional Local Council Area, Province of KwaZulu-Natal, in extent one thousand and twelve (1 012) square metres. Held under Deed of Transfer No. T36536/1997 on the 2nd December 1997.

Physical Address: 18 Court Road, Townview, Stanger.

The following information is furnished but not guaranteed: Brick under tile and asbestos dwelling consisting of: Downstairs: Carpeted lounge; tiled dining room; kitchen, 2 bedrooms, toilet and bathroom; carport. Upstairs: 2 bedrooms and an ensuite. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

Zoning: Residential.

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 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 at Stanger, Sheriff's Office, 116 King Shaka Street, Stanger.

D. H. Botha, Strauss Daly Inc., Plaintiff's Attorneys, 21 Aliwal Street, 1st Floor, Durban. (Ref.: Mrs Botha/mg/A0038/1504.)

Case No. 5315/2000

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

ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED (previously known as KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED), Execution Creditor, and NOMAH THEMBI DLAMINI, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 17th August 2000 the following immovable property will be sold in execution on the 11th January 2002 at 11:00 a.m. at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder:

Unit No. 276, Edendale S, Registration Division FT, situate in the Pietermaritzburg/Msunduzi Transitional Local Council, Province of KwaZulu-Natal, in extent 360 (Three Hundred and Sixty) square metres, held under Deed of Grant No. GF9901/1988, Situate at Unit No. 276, Edendale S. Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a residential dwelling house.

Material conditions of sale:

1. The purchaser shall pay the full purchase price in cash or by Bank guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the Conditions of Sale.

2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 30th day of November 2001.

Tatham Wilkes & Company, Execution Creditor's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref.: H M Drummond/K108.)

Case No. 8420/94

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

**In the matter between: NEDCOR BANK LIMITED, Execution Creditor, and VISHWANAND RAMBURRAN,
First Execution Debtor, and GOLABWATHIE RAMBURRAN, Second Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 11th May 1994, the following immovable property will be sold in execution on the 11th January 2002 at 11:00 a.m. at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder:

Sub 4459 (of 4398) of the Farm Northdale No. 14914, in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and seventy one (271) square metres, situate at 22 Tanjore Place, Northdale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single storey dwelling constructed of concrete under asbestos roof, consisting of lounge/dining room, 3 bedrooms, 1 bathroom and kitchen.

Material conditions of sale:

The purchaser shall pay ten per cent (10%) 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, 277 Berg Street, 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 the Magistrate's Court, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 30 day of November 2001.

Tatham Wilkes & Company, Execution Creditor's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref: H M Drummond/gc/G403.)

Case No. 324/01

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

**In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED,
Execution Creditor, and MXHOSHENI JOHANNES MBATHA, Execution Debtor**

In pursuance of judgment granted on 14 June 2001, in the Paulpietersburg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 17th day of January 2002 at 10:00 am at the front door of the Magistrate's Court, Paulpietersburg, to the highest bidder:

Description: Erf 794, Dumbe, Registration Division HT, situate in the Paulpietersburg/Dumbe Transitional Local Council Area, Province of KwaZulu-Natal, in extent 503 (five hundred and three) square metres. *Street address:* Stand 749, Dumbe Location.

Improvements: The nature and extent of the improvements are unknown and nothing is guaranteed.

Held by the Execution Debtor in his/her/its name under Deed of Transfer No. T41885/2000.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.
2. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, PO Box 338, Paulpietersburg, 3180.

Dated at Dundee this 3 December 2001.

Mr A Dreyer, for De Wet Dreyer Marx Nzimande, Execution Creditor's Attorneys, 64 Gladstone Street, Dundee, 3000; P O Box 630, Dundee, 3000. [Tel. (034) 212-4018/9.] [Fax: (034) 212-5587.] (Ref: Mr A Dreyer/K1637/ss.)

Address of Execution Debtor: Stand No. 115, Dumbe Location, Paulpietersburg.

Case No. 1540/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: ABSA BANK LIMITED, Plaintiff, and THIRUMALAI GOVENDER, Defendant

In execution of a judgment granted by the above Honourable Court dated on the 5th October 2001 in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Pinetown, at 10h00 at the Front Entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on 16th January 2002 to the highest bidder without reserve, namely:

Erf 3710, Reservoir Hills Extension 15, Registration Division FT, situate in the Province of KwaZulu-Natal, in extent 1 045 square metres, which property is physically situate at 50 Karley Close, Reservoir Hills and which property is held by the above-named Defendant under and by virtue of Deed of Transfer No. T6523/96 dated 14/3/96.

Improvements: Without constituting a warranty of any nature, the property is vacant land. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoets).

Zoning: The property is zoned for SR1 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, No. 2 Samkit Centre, 62 Caversham Road, Pinetown, and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban this 3rd day of December 2001.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (D C Gardyne/A Sewparsing/GAL4028.)

Case No. 5737/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: ABSA BANK LIMITED, Plaintiff, and SIPHELELE JOHNSON MAHLABA, NO, Defendant

In execution of a judgment granted by the above Honourable Court dated on the 10th October 2001 in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Pinetown, at 10h00 at the Front Entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on 9th January 2002 to the highest bidder without reserve, namely:

Erf 3140, Kloof (Ext. 18), Registration Division FT, situate in the Province of KwaZulu-Natal, in extent 574 square metres, which property is physically situate at 1000 Wyebank Road, Wyebank, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T26840/1995 dated 15th August 1995.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a block under tile roof dwelling consisting of lounge, kitchen, 3 bedrooms, bathroom/wc. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

Zoning: The property is zoned for Special Residential 200 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, No. 2 Samkit Centre, 62 Caversham Road, Pinetown, and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban this 3rd day of December 2001.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (D C Gardyne/ A Sewparsad/GAL3608.)

Case No. 4811/2001

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and PENELOPE LADIES PATRICIA SIQINGQI, Defendant

In execution of a judgment granted by the above Honourable Court dated on the 4th September 2001 in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Durban Central, at 10h00 at Sheriff's Salesroom, Ground Floor, 296 Jan Smuts Highway, cnr Buro Crescent, Mayville, Durban, on 10th January 2002 to the highest bidder without reserve, namely:

A unit consisting of—

(a) Section No. 15 as shown and more fully described on a Sectional Plan No. SS288/86, in the scheme known as Persada, in respect of the land and building or buildings situate at Berea, in the eThekweni Municipality Area of which section the floor area according to the said sectional plan is 81 square metres in extent; and

(b) an undivided share in the common property in the scheme, apportioned to the said Section in accordance with the participation quota as endorsed on the said Sectional Plan; which property is physically situate at 12 Persada Court, 220 Berea Road, Durban, KwaZulu-Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer No. ST8714/96 dated 5/12/96.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under concrete unit consisting of: Lounge, diningroom, kitchen, 1 bathroom, 1 separate w/c, 2 bedrooms. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

Zoning: The property is zoned for GR2 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, Ground Floor, 296 Jan Smuts Highway, cnr Buro Crescent, Mayville, Durban, and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban this 5th day of December 2001.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (D C Gardyne/ A Sewparsad/GAL4759.)

Case No. 406/1999

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

In the matter between: FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Execution Creditor, and ELECTRICAL INSTALLATION & DOMESTIC MAINTENANCE CC, Execution Debtor

Pursuant to a judgment in the Court of the Magistrate of Estcourt and writ of execution, dated the 19/05/2000 and re-issued on the 17/10/2001, the following property listed hereunder will be sold in execution on Friday, 11th January 2002 at 10h00 in front of the Magistrate's Court, Albert Street, Estcourt, to the highest bidder without reserve:

Remainder of Portion 7. (of 3) of the Farm Misgunst No. 1916, Registration Division FS, Province of KwaZulu-Natal, in extent 16,2196 hectares, held under Deed of Transfer No. T25549/1997.

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

Improvements: Main house built with bricks under tile roof, consisting of: Six bedrooms, two kitchens one not completed, one dining-room, one lounge, one pantry, one entrance hall, one bathroom complete with toilet and shower, one bathroom with shower, one separate toilet, one verandah. *Outbuildings:* One large shed built with brick and blocks, under corrugated iron roof consisting of one workshop, three rooms. One dairy, built with block and brick, under corrugated iron roof consisting of four rooms, two used as storage, one milking room. One carport.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Courts Act and the Rules made thereunder.
2. The purchaser shall pay 10% of the purchase price immediately after the sale and the balance together with interest to be secured within fourteen days thereafter by a bank or building society guarantee or other acceptable guarantee, to be approved by the Sheriff.
3. The full conditions may be inspected at the office of the Sheriff of the Court, 54 Richmond Road, Estcourt, or the Magistrate's Court, Estcourt.

Dated: 14th November 2001.

Lombard-Badenhorst Inc., Attorneys for Execution Creditor, 81 Harding Street (PO Box 18), Estcourt. [Tel: (036) 352-3133.]

SALE IN EXECUTION & OTHER PUBLIC SALES
IN THE MAGISTRATES' COURT FOR THE DISTRICT OF ESTCOURT

**In the matter between OKHAHLAMBA MUNICIPALITY formerly THE WINTERTON TRANSITIONAL LOCAL COUNCIL,
Execution Creditor and THE VARIOUS EXECUTION DEBTORS LISTED BELOW**

In pursuance of Judgements in the Magistrates' Court for the District of Estcourt and warrants issued in execution thereof, the immovable properties listed below will be sold in execution by the Sheriff of the Court, Estcourt, KwaZulu-Natal at 11.00 am on Friday the 11th day of January 2002 at the Magistrates Court, Albert Street, Estcourt, to the highest bidder.

Material conditions:

- a. The sale shall be subject to the terms and conditions of the Magistrate's Courts Act and the Rules made thereunder.
- b. The purchaser shall pay 10% of the purchase price immediately after the sale and the balance to be secured within fourteen days thereafter by a bank or building society guarantee.
- c. The full conditions may be inspected at the office of the Sheriff of the Court, 54 Richmond Road, Estcourt or the Magistrates Court Estcourt.

1. Case No. 1543/2000.

Execution Debtor: S R HUDLA.

Erf 130 Khethani, improved by dwelling.

2. Case No. 1482/2000.

Execution Debtor: T P MCHUNU.

Erf 31 Khethani, improved by dwelling.

3. Case No. 1556/2000.

Execution Debtor: J M MBHELE.

Erf 211 Khethani, improved by dwelling.

4. Case No. 1559/2000.

Execution Debtor: D P NSUNTSHA.

Erf 201 Khethani, improved by dwelling.

5. Case No. 1562/2000.

Execution Debtor: S R DUBAZANE.

Erf 192 Khethani, improved by dwelling.

6. Case No. 1566/2000.

Execution Debtor: S E HADEBE.

Erf 177 Khethani, improved by dwelling.

7. Case No. 1549/2000.

Execution Debtor: K G DLAMINI.

Erf 172 Khethani, improved by dwelling.

8. Case No. 1512/2000.

Execution Debtor: M J NGUBANE.

Erf 317 Khethani, improved by dwelling.

9. Case No. 1503/2000.

Execution Debtor: A T NDLOVU.

Erf 347 Khethani, improved by dwelling.

10. Case No. 1496/2000.

Execution Debtor: M E KHUMALO

Erf 313 Khethani, improved by dwelling.

11. Case No. 1517/2000.**Execution Debtor: N F MNGOMEZULU.**

Erf 268 Khethani, improved by dwelling.

12. Case No. 1518/2000.**Execution Debtor: B A HLOPE (B A HLOPHE).**

Erf 267 Khethani, improved by dwelling.

13. Case No. 1494/2000.**Execution Debtor: A K BHENGU.**

Erf 328 Khethani, improved by dwelling.

14. Case No. 1499/2000.**Execution Debtor: Z J RADEBE.**

Erf 303 Khethani, improved by dwelling.

15. Case No. 1515/2000.**Execution Debtor: P O MCHUNU.**

Erf 361 Khethani, improved by dwelling.

16. Case No. 1537/2000.**Execution Debtor: B T MWELASE.**

Erf 278 Khethani, improved by dwelling.

17. Case No. 1538/2000.**Execution Debtor: L J HADEBE.**

Erf 276 Khethani, improved by dwelling.

18. Case No. 1569/2000.**Execution Debtor: Z M MNGOMEZULU.**

Erf 273 Khethani, improved by dwelling.

19. Case No. 1529/2000.**Execution Debtor: G B MAZIBUKO.**

Erf 295 Khethani, improved by dwelling.

20. Case No. 1528/2000.**Execution Debtor: J P MAZIBUKO.**

Erf 298 Khethani, improved by dwelling.

21. Case No. 1548/2000.**Execution Debtor: S M DLAMINI.**

Erf 174 Khethani, improved by dwelling.

22. Case No. 1551/2000.**Execution Debtor: M S KUBHEKA.**

Erf 153 Khethani, improved by dwelling.

23. Case No. 1465/2000.**Execution Debtor: X M MAHLOBO (Z M MAHLOBO).**

Erf 105 Khethani, improved by dwelling.

24. Case No. 1532/2000.**Execution Debtor: S J KUBHEKA.**

Erf 287 Khethani, improved by dwelling.

25. Case No. 1531/2000.**Execution Debtor: J S KUBHEKA.**

Erf 291 Khethani, improved by dwelling.

26. Case No. 1534/2000.**Execution Debtor: N F NGUBANE.**

Erf 281 Khethani, improved by dwelling.

27. Case No. 1552/2000.**Execution Debtor: M S KHUMALO (S M KHUMALO).**

Erf 152 Khethani, improved by dwelling.

28. Case No. 1565/2000.**Execution Debtor: M M KHUMALO.**

Erf 180 Khethani, improved by dwelling.

29 Case No. 1535/2000.**Execution Debtor: M J KHUMALO (N J KHUMALO).**

Erf 280 Khethani, improved by dwelling.

30. Case No. 1498/2000.**Execution Debtor: M J MAZIBUKO.**

Erf 306 Khethani, improved by dwelling.

31. Case No. 1466/2000.**Execution Debtor: B W NDLOVU (W B NDLOVU).**

Erf 106 Khethani, improved by dwelling.

32. Case No. 1464/2000.**Execution Debtor: M J DLAMINI.**

Erf 95 Khethani, improved by dwelling.

33. Case No. 1459/2000.**Execution Debtor: B M MAZIBUKO.**

Erf 82 Khethani, improved by dwelling.

34. Case No. 1491/2000.**Execution Debtor: T H MIYA.**

Erf 73 Khethani, improved by dwelling.

35. Case No. 1468/2000.**Execution Debtor: H J MASANGO.**

Erf 115 Khethani, improved by dwelling.

36. Case No. 1474/2000.**Execution Debtor: V B NENE.**

Erf 14 Khethani, improved by dwelling.

37. Case No. 1490/2000.**Execution Debtor: N D MWELASE.**

Erf 72 Khethani, improved by dwelling.

38. Case No. 1476/2000.**Execution Debtor: M R MCHUNU.**

Erf 18 Khethani, improved by dwelling.

39. Case No. 1472/2000.**Execution Debtor: S E KUBEKA.**

Erf 12 Khethani, improved by dwelling.

40. Case No. 1481/2000.**Execution Debtor: F V HLONGWANE.**

Erf 29 Khethani, improved by dwelling.

41. Case No. 1485/2000.**Execution Debtor: S M HADEBE.**

Erf 51 Khethani, improved by dwelling.

42. Case No. 1487/2000.**Execution Debtor: M S KHUMALO.**

Erf 57 Khethani, improved by dwelling.

43. Case No. 1506/2000.**Execution Debtor: S MAGAGULA (S MAGAGULA).**

Erf 339 Khethani, improved by dwelling.

Town planning zoning: Residential.

Special privileges or exemptions: None known.

Dated at Estcourt this 14th day of November 2001.

Lombard-Badenhorst Inc, Attorney for Execution Creditor, 81 Harding Street, P.O. Box 18 Estcourt, 3310 (Tel. 036-352-3133).

Case No. 27835/2000

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

In the matter between BODY CORPORATE OF BLUE HORIZONS, Plaintiff, and NEIL MICHAEL EDWIN ROBERTS, 1st Defendant, and SYLVIA ESME MARGARET ROBERTS, 2nd Defendant

In pursuance of judgment granted on 19th June 2000, in the Court of the Magistrate, Durban and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24th January 2002, at 10h00 at 296 Jan Smuts Highway, Mayville, Durban:

Description: A unit consisting of:

(a) Section No. 3 as shown and more fully described on Sectional Plan No. SS196/1982, in the scheme known as Blue Horizons, in respect of the land and building or buildings situate within the area of jurisdiction of the North Central and South Central Local Councils, of which section the floor area, according to the said Sectional Plan, is 57 (fifty seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Certificate of Registered Sectional Title No. T10668/98.

Improvements: Unit consisting of two bedrooms, lounge, kitchen, toilet & bathroom, porch, parking bay (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

Town planning zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

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

2.1 The Purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a Bank or Building Society guarantee to be furnished to the Sheriff for the Magistrate's Court of the Court within fourteen days after the sale to be approved by the Plaintiff's Attorneys.

2.2 The Purchaser shall be liable for payment of interest at the rate as set from time to time by Transnet and prevailing from time to time from the date of sale to date of transfer together with interest to any other Bondholder/s at the rate prescribed in the Mortgage Bond/s on the respective amounts of the awards to the Execution Creditor and to the Bondholder/s in the Plan of Distribution from the date of sale to date of transfer.

3. Transfer shall be affected by the Attorneys for the Plaintiff and the Purchaser shall pay the transfer dues, including transfer duty, current and any arrear rates 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, Durban South, 296 Jan Smuts Highway, Mayville, Durban.

Dated at Durban on this 7th day of December 2001.

Du Toit Havemann & Lloyd, Plaintiff's Attorneys, 30 Crant Avenue, Glenwood, Durban; P O Box 2703, Durban, 4000. (DX 15 Parry Road.) (Tel. 201-3555.) (Ref. 17/W018-0073 W P du Toit/denise.)

Case No. 3196/98

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

In the matter between BOE BANK LIMITED, Plaintiff, and EBRAHIM NOORMAHOMED TAYOB N.O., First Defendant, YUNUS SULEMAN N.O., Second Defendant, MAHOMED GORA TAYOB N.O., Third Defendant, EBRAHIM TAYOB, Fourth Defendant, YUNUS SULEMAN, Fifth Defendant, YNUICO TEA CORPORATION CC, Sixth Defendant, YNUICO FOOD & BEVERAGE CC, Seventh Defendant, SOLJAZ INVESTMENTS (PTY) LIMITED, Eighth Defendant, and TASULTA INVESTMENTS CC, Ninth Defendant

In pursuance of a Judgment in the High Court of South Africa, Natal Provincial Division on 17 January 2000, the following immovable property will be sold in execution on 11 January 2002 at the Sheriff of the High Court, 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal at 10h30, to the highest bidder:

Rem of Sub 9 (of 1) of Lot 2418, Pietermaritzburg situate in the City of Pietermaritzburg, Administrative District of Natal, in extent 278 square metres and Sub 13 (of 10) of Lot 2418, Pietermaritzburg, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent 8 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 189 Church Street, Pietermaritzburg, KwaZulu-Natal, and the property consists of land improved by: Six storey building with basement. The building is concrete framed with brick in-fill walling and mild steel glazing with a flat concrete roof. The ground floor front facade has an aluminium shop front with the remainder of the facade being plastered and painted. Internally the floor finishes are mainly carpeted, with part ceramic tiles, plastered and painted walls and ceilings. The shop at ground floor level has similar but better quality finishes than those detailed above. There is a "caretakers flat" on the 5th floor consisting of a lounge/bedroom, shower and toilet. The building is served by main access stairs off Church Street, fire escape stairs and a 690 kg Otis Lift. The majority of the building is air-conditioned by way of wall mounted units.

Material conditions of sale: The Purchaser shall pay 10% (ten percentum) of the purchase price in cash at the time of the 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 High Court, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of the High Court, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the day of December 2001.

Lynn & Berrangé Attorneys, Suite No. 1, Protea House, 187 Berg Street, Pietermaritzburg. (Ref. KW/cg/08B002002.)

Case No. 13512/01

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and RENUTHASEN NAIDOO, Defendant

In pursuance of a Judgment in the Court of the Magistrate at Pietermaritzburg dated 13 July 2001, the following immovable property will be sold in execution on 11 January 2002 at Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal at 11h00, to the highest bidder:

Portion 88 (of 1) of Erf 5 No. 1519, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu Natal, in extent 568 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 16 Newlyn Road, Allandale, Pietermaritzburg, KwaZulu-Natal, and the property consists of land improved by face brick under tile roof, 3 bedrooms, 2 bathrooms, separate water closet, kitchen, lounge, diningroom, 2 garages.

Material conditions of sale: The Purchaser shall pay 10% (ten percentum) 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, KwaZulu-Natal, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 11 day of December 2001.

Lynn & Berrangé Attorneys, Suite No. 1, Protea House, 187 Berg Street, Pietermaritzburg. (Ref. KW/cg/09N0020046.)

Case No. 25560/97

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

In the matter between ABSA BANK LIMITED, Plaintiff, and TIMMY GOPAL, Defendant

In pursuance of a Judgment in the Court of the Magistrate at Pietermaritzburg, KwaZulu-Natal dated 19 November 1997, the following immovable property will be sold in execution on 18 January 2002 at Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal at 11h00, to the highest bidder:

Portion 7 (of 4) of Lot 1894, Pietermaritzburg, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 9 Winston Road, Pietermaritzburg, KwaZulu-Natal, and the property consists of land improved by: *Main building:* Brick under iron roof, entrance hall, lounge, diningroom, 3 bedrooms, kitchen, bathroom with water closet.

Material conditions of sale: The Purchaser shall pay 10% (ten percentum) 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, KwaZulu-Natal, KwaZulu-Natal, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 11 day of December 2001.

Lynn & Berrangé Attorneys, Suite No. 1, Protea House, 187 Berg Street, Pietermaritzburg. (Ref. KW/cg/09A002029.)

Case No. 3039/2001

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

**In the matter between ESKOM FINANCE COMPANY LIMITED, Execution Creditor, and
ZEBLON MLANDELI NGCOBO, 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 of the High Court, Greytown, in front of the Magistrate's Court, Bell Street, Greytown, on Friday, 11th January 2002 at 11h00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Erf 1055, Enhlalakahle, Registration Division FT, in the Greytown Transitional Local Council Area, Province of KwaZulu-Natal, in extent 466 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold No TL1489/89.

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

1. The property's physical address is: Erf 1055, Enhlalakahle, Greytown;
2. The improvements consist of: A single storey freestanding dwelling constructed of brick under tile consisting of a lounge, 3 bedrooms, kitchen, bathroom and toilet, with wire mesh fencing;
3. The town planning zoning of the property is: Special residential.

The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Greytown, at 128A Pine Street, Greytown, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on 7th December 2001.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R Stuart-Hill/26E0009/01.)

Case No. 215/00

IN THE HIGH MAGISTRATE'S COURT FOR THE DISTRICT OF NQUTU HELD AT NQUTU

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MAZINI CAIPHAS MKHIZE, Defendant

In pursuance of a judgment in the Court of the Magistrate of Dundee dated the 4 September 2000, the undermentioned immovable property together with improvements thereon will be sold in execution on the 11 January 2002 at 10:00 at the front entrance of the Magistrates Court, Gladstone Street, Dundee, to the highest bidder:

Ownership Unit No. B217, Emondlo, Registration Division GT, situate in the Nqutu Transitional Local Council Area, Province of KwaZulu-Natal, measuring 464 (four hundred and sixty four) square metres.

Street address: Ownership Unit No. B217, Emondlo.

Zoning: No town planning for this area.

Improvements: A single storey dwelling under tile roof consisting of 3 bedrooms, 1 bathroom, 3 other rooms and a garage.

None of the above improvements nor vacant possession is guaranteed.

Material conditions:

The material conditions of sale are as follows:

1. The property shall be sold by the Sheriff of the Magistrates Court, Dundee.
2. The sale shall be for rands and no bid less than R50,00 shall be accepted. The price shall include VAT (if any).
3. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid.
4. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased "voetstoots".
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's Attorneys, or the Sheriff, Dundee.

Dated at Newcastle on this 10 day of December 2001.

S W Saville, Stuart Saville & Company Inc., Registration No. 93/00701/21, Plaintiff's Attorneys, 48 Paterson Street, P O Box 2960, 2940, Newcastle.

Case No: 3083/01

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and SONRAJ ETHWAR, 1st Defendant,
MEENAWATHIE ETHWAR, 2nd Defendant**

In terms of a judgment of the above Honourable Court dated the 28 August 2001 a sale in execution will be held on 9 January 2002 at 10h00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder without reserve:

Description: Erf 910, Reservoir Hills (Ext. 4), Registration Division FT, Province of KwaZulu Natal, in extent one thousand two hundred and twenty five (1 225) square metres, held under Deed of Transfer No. T6970/1998.

Physical Address: 45 Halpin Avenue, Reservoir Hills.

The following information is furnished but not guaranteed: Improvements: Single level Townhouse with facebrick under tile dwelling consisting of: 1 Entrance Hall; 1 Passage; 2 Lounges; 1 Diningroom; 1 Prayer Room; 6 Bedrooms; 3 Showers & Toilets; 1 Guest Toilet; 2 Kitchens; 1 Scullery; 2 Offices; 1 Staff Toilet; Garage; Electronic metal gates with intercom.

Zoning: Special Residential (nothing guaranteed).

The sale shall be subject to the terms and conditions of the High Court and the rules made thereunder and the Purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of sale may be inspected at the office of the Sheriff, Pinetown at No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 23rd day of November 2001.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith & Field Streets, Durban. (Tel. 327-4012.) (Ref. Mr G. A. PENTECOST/CG/46N098 546.)

Case No. 217/2001

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

BOE BANK LIMITED versus AHOMED SULEMAN and FATIMA BIBI SULEMAN

The following property will be sold voetstoots in execution at the front entrance to the Magistrate's Court Building, King Shaka Street, KwaDuguzza/Stanger on 11 January 2001 at 10h00.

Sub 3 of Lot 7675, Stanger, situate in the Borough of Stanger, Administrative District of Natal, in extent 1 259 square metres.

Postal Address: 6 Second Avenue, Stager.

Improvements: *Main building:* Brick under tile roof dwelling consisting of: Lounge, kitchen, 3 bedrooms and a bathroom. *Outbuilding:* Brick under asbestos roof consisting of: 2 rooms and shower/toilet.

Material terms: 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriff's Offices, 116 King Shaka Road, Stanger, or Meumann White.

Dated at Berea on this the 11th day of December 2001.

Meumann White, Plaintiff's Attorneys. 2nd Floor, Wakefield House, 150 Essenwood Road, Berea. (Ref. MCD/VDG/LG/075170.)

Case No. 3476/96

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

ABSA BANK LIMITED versus SARJOO BAGRATEE & KUNTHI BAGRATEE

The following property will be sold voetstoots in execution at the Conference Room, The Starboard, Cuttysark Hotel, Scottburgh, on 11th January 2002 at 10h00.

Lot 485, Park Rynie, situate in the Scottburgh/Umzinto North Transitional Local Council Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 012 square metres.

Physical Address: 41 2nd Street, Park Rynie.

Improvements: One cement with marbleite finish under tile dwelling consisting of: 1 front verandah, 1 diningroom, 1 lounge, 1 kitchen, 3 bedrooms (main bedroom as B.I.C's), 1 separate toilet, 1 guest apartment with 1 large room with dressing room and sunken lounge, 1 kitchen, 1 full bathroom, 1 study, guest apartment full fitted, 1 back verandah with dish washing sink.

Outbuilding: 1 cement with marbleite finish under tile consisting of: 4 bedrooms, 1 garage, 1 brick and plaster asbestos servant's quarters with 1 room, 1 bathroom and 1 separate toilet.

Material terms: 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriff's Offices, 67 Williamson Street, Scottburgh or Meumann White.

Dated at Berea on this 10th day of December 2001.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefields House, 150 Essenwood Road, Berea, Durban. (Ref. Ms DAVEY/vdg/lg/044929.)

Case No. 31751/2001

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

In the matter between TRANSNET LIMITED, Execution Creditor, and LINDA PATRICIA GABRIEL, Execution Debtor

To: The Sheriff, Durban Central, Magistrate's Court, Durban.

Sale in execution in pursuance of the judgment in the Magistrate's Court for the District of Durban held at Durban in the above mentioned case, and by virtue of Writ of, Execution issued thereon, the Immovable Property listed hereunder will be sold by public auction to a highest bidder on Thursday, 10 January 2002 at 10h00 at Ground Floor, 296 Jan Smuts Highway (cnr Buro Crescent), Mayville, Durban:

Description: 52 Finsbury Court, West Street, Durban, fully described as:

(a) Section No. 33, as shown and more fully described on Sectional Plan No. SS 153/1981, in the scheme known as Finsbury Court in respect of the land and building or buildings situate at Durban City of Durban of which the floor area, according to the said sectional plan, is 39 (thirty nine) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST17594/95.

Improvements: The building consist of 1 lounge/dining room, 1 kitchen, 1 bedroom, 1 family bathroom and a passage.

The yard has a garden and lawn with a paving driveway.

Nothing is guaranteed in respect of such improvements on the property.

The purchaser shall pay the 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 information from the said financial institution to the effect that the Purchaser qualifies for a loan, which shall not be less than the purchase price.

The full conditions may be inspected at the offices of the Sheriff of Durban Central, 296 Jan Smuts Highway (cnr Buro Cres.), Mayville, Durban or at the offices of Makhanya & Mvambo Attorneys.

Dated at Durban on this 28th day of November 2001.

Makhanya & Mvambo Attorneys, Creditor's Attorney, 605 Denor House, cnr Smith & Field Streets, Durban, 4000. [Ref. COLL-224-G-01(VMM/zd).]

Case No. 1945/96
PH 91

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

In the matter between COMBINED MORTGAGE NOMINEES (PTY) LTD, Execution Creditor, and GLOBE CONSTRUCTION (PTY) LTD, First Execution Debtor, and DIMINCO CASALE, Second Execution Debtor

In pursuance of a Judgment in the above action the immovable properties listed hereunder will be sold in execution at Pinetown on 9th day of January 2002 at 10h00, in front of the Magistrate's Court, the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description:

1. Erf 832, New Germany (Extension 7), Registration Division FT, situate in the Inner West City Council Area, Province of KwaZulu-Natal in extent 934 (nine hundred and thirty four) square metres, held under Deed of Transfer Number T803/1985.

Physical address: 9 Thole Street, New Germany, KwaZulu-Natal.

2. Erf 857, New Germany (Extension 7), Registration Division FT, situate in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 904 (nine hundred and four) square metres, held under Deed of Transfer Number T803/1985.

Physical address: 2 Rethman Street, New Germany, KwaZulu-Natal.

Note: The two properties listed above are subject to a Restraint of Free Alienation in favour of the Town Council of the borough of New Germany, in terms of which the two properties may not be sold (or otherwise dealt with) separately.

Improvements: Three storey brick building under woodframed roof covered with concrete tiles. Total floor area 730 square metres comprising:

1. *Basement:* Undercover parking, four cloakrooms, screened bin area and stairwell.

2. *Ground floor:* 1 large shop unit, 4 further smaller shops (three occupied by tenants), foyer, staircase and escape stair. Total floor area of shops 460,4 square metres.

3. *First floor:* Two flat units each consisting of 3 bedrooms, main en suite, with built-in cupboards second bathroom with toilet and bath, kitchen, dinette and large terrace (both occupied by tenants).

Zoning: General Commercial.

NB! Nothing is guaranteed.

Municipal Electricity and Water Supply: Local Authority.

"Vacant Possession" is not guaranteed.

Material conditions of sale:

1. The Purchaser shall pay a deposit of 10% (ten percent) of the purchase price in cash including commission on the sale, immediately on the Property being knocked down to the Purchaser, the balance against registration of transfer and to be secured by a Bank or Building Society Guarantee to be approved by the Judgment Creditor's Attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after date of sale.

2. The Purchaser is to pay all costs of transfer and all other outgoing in respect of the property.

3. Neither the Sheriff of the Court shall not be liable for damages, deficiency, error or description of pointing out of the boundaries, pegs or beacons or any other outgoings.

The full Conditions of Sale may be inspected at the offices of the Sheriff of the High Court, Pinetown at No. 2 Samkit Centre, 62 Caversham Road, Pinetown, telephone number (031) 702-5211.

Dated at Durban this 4th day of December 2001.

Jason Clemens, for Chapman Dyer Incorporated, Attorneys for Execution Creditor, 10th Floor, 300 Smith Street, Durban. [Tel. (031) 304-2511.] (Ref. JASON CLEMENS/TS/09R8963/96)

MPUMALANGA

Case Number: 12189/2001**IN THE HIGH COURT OF SOUTH AFRICA****(Transvaal Provincial Division)****In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
JERICO SECURITY CONSULTANTS CC, 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 by the Sheriff of the High Court, White River at Hotel Bundu, Farm Latwai, Rocky Drift, District White River on Friday, 11 January 2002 at 10h00 of the undermentioned property of the defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the High Court, White River care of Hotel Bundu, Farm Latwai, Rocky Drift, District White River.

Portion 6 of the farm Kleindeel 279; Registration Division J.T., Province of Mpumalanga; measuring 4,2240 hectare; held by virtue of Deed of Transfer T128156/2000, known as Kleindeel 6 (Ptn 6), White River, Ptn 6, Farm Kleindeel No. 279 J.T.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed:

Main building consisting of *inter alia* of 7 living rooms, kitchen, 4 bedrooms, 2 bathrooms/toilets and a stoep.

Dated at Pretoria on this the 15th November 2001.

(Sgd) D Frances, Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. D Frances/JD HA6258. Tel. 012 325 4185.

Saaknommer: 5751/99**IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MIDDELBURG GEHOU TE MIDDELBURG****In die saak tussen: ABSA BANK BPK, Eksekusieskuldeiser, en ASMAHAN CARRIM, Eksekusieskuldenaar**

Ingevolge 'n Vonnis van bogemelde Agbare Hof en 'n Lasbrief tot Uitwinning gedateer 14 September 1999 sal die reg, titel en belang van die Eksekusieskuldenaar se eiendom verkoop word deur Jaap van Deventer Afslaers in Eksekusie om 12h00 op die 11 Januarie 2002 te Bombaystraat 13, Eastdene, Middelburg, aan die hoogste bieder:

Erf 142, Eastdene, Middelburg, Reg Afd JS, provinsie Mpumalanga, groot 700 vk m, gehou kragtens Akte van Transport T64986/89, Verband B71333895, V6710/94.

Bestaande uit: Sitkamer, eetkamer, kombuis, 3 x slaapkamers, 2 x badkamers, motorhuis.

1. Die eiendom sal "voetstoots" verkoop word en sonder reserwe.
2. 10% (tien persent) van die koopprys is betaalbaar op die dag van die verkoping en die balans teen registrasie van transport.
3. Die verdere en volledige Verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die kantoor van die Landdros te Middelburg asook die kantore van Van Deventer & Campher, 21A President Krugerstraat, Middelburg.

Aldus gedaan en geteken te Middelburg, Mpumalanga op hede hierdie 6de dag van Desember 2001.

(Get) C J Alberts, Van Deventer & Campher. Verw: Mnr Alberts/Ed/AA205/99.

Saaknommer: 8721/01**IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MIDDELBURG GEHOU TE MIDDELBURG****In die saak tussen: ABSA BANK BPK, Eksekusieskuldeiser, en Q M EN A C M HARMS, Eksekusieskuldenaar**

Ingevolge 'n Vonnis van bogemelde Agbare Hof en 'n Lasbrief tot Uitwinning gedateer 30 Oktober 2001 sal die reg, titel en belang van die Eksekusieskuldenaar se eiendom verkoop word deur Jaap van Deventer Afslaers in Eksekusie om 11h30 op die 11 Januarie 2002 te Bermudastraat 16, Denesig, Middelburg, aan die hoogste bieder:

Erf 4710, Middelburg X13, Reg Afd J S, Provinsie Mpumalanga, groot 1175 vk m, gehou kragtens Akte van Transport T131397/99, Verband B48893/00, B62954/99.

1. Die eiendom sal "voetstoots" verkoop word en sonder reserwe.
2. 10% (tien persent) van die koopprys is betaalbaar op die dag van die verkoping en die balans teen registrasie van transport.
3. Die verdere en volledige Verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die kantoor van die Landdros te Middelburg asook die kantore van Van Deventer & Campher, 21A President Krugerstraat, Middelburg.

Aldus gedaan en geteken te Middelburg, Mpumalanga op hede hierdie 6 dag van Desember 2001.

(Get) C J Alberts, Van Deventer & Campher. Verw: Mnr Alberts/ED/BAA746/01.

Saaknommer: 1740/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen: ABSA BANK BPK, Eksekusieskuldeiser, en WILLEM ALBERTUS WILLEMSE, Eksekusieskuldenaar

Ingevolge 'n Vonnis van bogemelde Agbare Hof en 'n Lasbrief tot Uitwinning gedateer 22 Maart 2001 sal die reg, titel en belang van die Eksekusieskuldenaar se eiendom verkoop word deur Jaap van Deventer Afslaaers in Eksekusie om 12h30 op die 11 Januarie 2002 te Graafwaterstraat 8, Nasaret, Middelburg, aan die hoogste bieder:

Ged 16 van Erf 503 X1, Nasaret, Reg Afd J S, provinsie Mpumalanga, groot 477 vk m, gehou kragtens Akte van Transport T45078/98, Verband B3851/98.

Bestaande uit: Sitkamer, 3 x slaapkamers, kombuis, badkamer.

1. Die eiendom sal "voetstoots" verkoop word en sonder reserwe.
2. 10% (tien persent) van die koopprijs is betaalbaar op die dag van die verkoping en die balans teen registrasie van transport.
3. Die verdere en volledige Verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die kantoor van die Landdros te Middelburg asook die kantore van Van Deventer & Campher, 21A President Krugerstraat, Middelburg.

Aldus gedaan en geteken te Middelburg, Mpumalanga op hede hierdie 6 dag van Desember 2001.

(Get) C J Alberts, Van Deventer & Campher. Verw: Mnr Alberts/ED/BAA631/01.

Saak Nr: 24402/2001

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen FIRSTRAND BANK BEPERK (voorheen Eerste Nasionale Bank van S A Beperk), Eiser, en CARESJA DEVELOPMENT CC, Eerste Verweerder, CAREL JOSEF DIRKER, Tweede Verweerder, JACQUES MAURITZ VAN BUUREN, Derde Verweerder, en RHINOPROP 42 EDMS BEPERK, Vierde Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 31 Oktober 2001, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Vierde Verweerder deur die Balju in eksekusie verkoop word op 11 Januarie 2002 om 10H00:

(a) Ged 28 (Resterende Ged) van Erf 5629, geleë in die dorpsgebied van Mhluzi X2, Registrasieafdeling JS, Mpumalanga, grootte 8 846 vierkante meter, gehou kragtens Akte van Transport Nr: T129302/1998.

(b) Resterende Ged van Erf 5629, geleë in die dorpsgebied van Mhluzi X2, Registrasieafdeling JS, Mpumalanga, grootte 6,6621 hektaar, gehou kragtens Akte van Transport Nr: T21639/1998.

(c) Ged 39 van Erf 5629, geleë in die dorpsgebied van Mhluzi X2, Registrasieafdeling JS, Mpumalanga, grootte 6,6621 hektaar, gehou kragtens Akte van Transport Nr: T.21639/1998.

(d) Ged 174 van Erf 5629, geleë in die dorpsgebied van Mhluzi X2, Registrasieafdeling JS, Mpumalanga, grootte 6 914 vierkante meter, gehou kragtens Akte van Transport Nr: T.21639/1998.

(e) Ged 126 van Erf 5629, geleë in die dorpsgebied van Mhluzi X2, Registrasieafdeling JS, Mpumalanga, grootte 221 vierkante meter, gehou kragtens Akte van Transport Nr: T.21639/1998.

(f) Ged 172 van Erf 5629, geleë in die dorpsgebied van Mhluzi X2, Registrasieafdeling JS, Mpumalanga, grootte 625 vierkante meter, gehou kragtens Akte van Transport Nr: T.21639/1998.

(g) Ged 173 van Erf 5629, geleë in die dorpsgebied van Mhluzi X2, Registrasieafdeling JS, Mpumalanga, grootte 5 574 vierkante meter, gehou kragtens Akte van Transport Nr: T.21639/1998.

(Die eiendomme is geleë in 'n blok tussen Chaklasstraat, Phimulongstraat, Ikagengstraat en Zelenistraat).

Plek van verkoping: Die verkoping sal plaasvind voor die Landdroskantoor, President Krugerstraat, Middelburg.

Verbeterings: Van die eiendomme is verbeter met woonhuise en van die erwe bestaan uit onverbeterde erwe, strate en oopveld alhoewel daar geen waarborg daartoe verskaf word nie.

Zonering: Residensieel.

Verkoopsvoorwaardes: Die verkoopsvoorwaardes lê ter insae te die kantore van die Balju by Seringstraat 17, Middelburg, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 10de dag van Desember 2001.

Mnr G. van den Burg, vir Rorich Wolmarans & Luderitz Ing, Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel: 325-3933.) (Verw: Vd Burg/LVDW/F2161/B1.)

NORTHERN CAPE NOORD-KAAP

Case No: 9179/2001

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and THOMAS LOUW, First Defendant, and
MAMOIPONE LAIYER LOUW, Second Defendant**

In pursuance of judgment granted on 11 September 2001 in the Kimberley Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 17 January 2002 at 10:00 at the Magistrate's Court, Knight Street, Kimberley to the highest bidder:

Description: Erf 226799732 situate in the Municipality of Solplaatjie, district of Kimberley, Province of the Northern Cape.

Measuring: 400 (Four Hundred) square metres.

Held by Deed of Transfer T.T.559/1991.

Better known as: 16 Eagle Street, Roodepan, Kimberley:

Improvements (not guaranteed): The property consists of entrance hall, lounge, kitchen, bathroom and two bedrooms. It is not known whether there are outbuildings.

The conditions of sale which will be read prior to the the sale, will be available for inspection at the offices of the Sheriff for the District of Kimberley and at the offices of the Plaintiff's Attorneys, Van de Wall & Partners, Southey Street, Kimberley.

Dated at Kimberley on this the 28th day of November 2001.

B. Honiball/ZB1943*B04088, Van de Wall & Partners, Van de Wall Building, Southey Street, Kimberley. [Tel. (053) 831-1041.]

Case No: 893/2001

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and DANIEL JACOBUS FOURIE, Defendant

Pursuant to a judgment and attachment in the above Honourable Court dated 15 October 2001 the undermentioned property will be sold by public auction on Friday, 18 January 2002 at 10:00 at the office of the Magistrate's Court, 19 Barkly Road, Douglas, subject to the conditions of sale which will be read prior to the sale by the Sheriff for the District of Douglas, which conditions of sale can be inspected at the office of the Sheriff of the High Court, Douglas, the property being:

Erf 105, situate in the area of the Campbell Local Transitional Council, District of Douglas, Northern Cape Province.

Measuring: 700 square metres.

Held by Deed of Transfer No. T.4429/1996.

Improvements: None.

Conditions of sale:

1. Payment of 10% (ten percent) of the purchase price in cash or by way of bank guaranteed cheque on date of the sale, and the balance payable on registration of transfer into the name of the purchaser, which balance is to be guaranteed by means of an acceptable bank guarantee, to be received by the Plaintiff's Attorney within fifteen (15) days of date of the execution sale;

2. Auctioneer's commission on the gross purchase price is payable on the date of the sale, together with all arrear and outstanding rates and taxes, etc (if any).

Van de Wall & Partners, B Honiball. Tel: (053) x 8311041. BH/Ig/ZB1667-Account 1016780096 CHQ.

Mr Brand, Sheriff for Douglas.

Case No: 8064/1999

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and GERRET WILLIAM ARENDS, First Defendant, and
MAUREEN ARENDS, Second Defendant**

In pursuance of judgment granted on 25 February 2000 in the Kimberley Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 17 January 2002 at 10:00 at the Magistrate's Court, Knight Street, Kimberley to the highest bidder:

Description: Erf 29732 situate in the Municipality of Solplaatjie, district of Kimberley, Province of the Northern Cape.

Measuring: 676 (Six Hundred and Seventy Six) square metres.

Held by Deed of Transfer T.2668/96.

Better known as: 12 Epsilon Street, Colville, Kimberley.

Improvements (not guaranteed): The property consists of 3 bedrooms, bathroom and toilet, dining room, lounge, and kitchen. It is not known whether there are outbuildings.

The conditions of sale which will be read prior to the the sale, will be available for inspection at the offices of the Sheriff for the District of Kimberley and at the offices of the Plaintiff's Attorneys, Van de Wall & Partners, Southey Street, Kimberley.

Dated at Kimberley on this the 21st day of November 2001.

B. Honiball/ZB2014, Van de Wall & Partners, Van de Wall Building, Southey Street, Kimberley. [Tel. (053) 831-1041.]

Case No: 8743/2001

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and ESTATE LATE SITHUBENI ISAK LINKS, First Defendant, and DINEO GONE SHUPING LINKS N.O. in his capacity as Executor in the estate of the late SITHUBENI ISAK LINKS, Second Defendant

In pursuance of judgment granted on 29 August 2001 in the Kimberley Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 17 January 2002 at 10:00 at the Magistrate's Court, Knight Street, Kimberley to the highest bidder:

Description: Erf 23368 situate in the Municipality of Solplaatjie, district of Kimberley, Province of the Northern Cape.

Measuring: 135 (One Hundred and Thirty Five) square metres.

Held by Deed of Transfer T.3386/92.

Better known as: 6 Amaryllis Street, Roodepan, Kimberley.

Improvements (not guaranteed): The property consists of 3 bedrooms, bathroom and toilet, lounge, kitchen. It is not known whether there are outbuildings.

The conditions of sale which will be read prior to the the sale, will be available for inspection at the offices of the Sheriff for the District of Kimberley and at the offices of the Plaintiff's Attorneys, Van de Wall & Partners, Southey Street, Kimberley.

Dated at Kimberley on this the 21st day of November 2001.

B. Honiball/ZB1687, Van de Wall & Partners, Van de Wall Building, Southey Street, Kimberley. [Tel. (053) 8311041.]

Case No: 9187/2001

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and CARL BOEKHOUEER, First Defendant, and LEONIE MARJORIE BOEKHOUEER, Second Defendant

In pursuance of judgment granted on 11 September 2001 in the Kimberley Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 17 January 2002 at 10:00 at the Magistrate's Court, Knight Street, Kimberley to the highest bidder:

Description: Erf 12648 situate in the Municipality of Solplaatjie, district of Kimberley, Province of the Northern Cape.

Measuring: 560 (Five Hundred and Sixty) square metres.

Held by Deed of Transfer T.6443/1993.

Better known as: 36 Aasvoël Street, Roodepan, Kimberley.

Improvements (not guaranteed): The property consists of 3 bedrooms, bathroom and toilet, lounge, diningroom, kitchen. It is not known whether there are outbuildings.

The conditions of sale which will be read prior to the the sale, will be available for inspection at the offices of the Sheriff for the District of Kimberley and at the offices of the Plaintiff's Attorneys, Van de Wall & Partners, Southey Street, Kimberley.

Dated at Kimberley on this the 15th day of November 2001.

B. Honiball/ZB1979, Van de Wall & Partners, Van de Wall Building, Southey Street, Kimberley. [Tel. (053) 8311041.]

Case No: 527/2001

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and STEPHANES TSITLO, First Defendant, and KHUTSAHALO SANNIE TSITLO, Second Defendant

Pursuant to a judgment and attachment in the above Honourable Court dated 10 October 2001 the undermentioned property will be sold by public auction on Thursday, 17 January 2002 at 10:00 at the office of the Magistrate's Court, Knight Street, Kimberley, subject to the conditions of sale which will be read prior to the sale by the Sheriff for the District of Kimberley, which conditions of sale can be inspected at the office of the Sheriff of the High Court, Kimberley, the property being:

Erf 24882, Kimberley, situate in the Municipality of Solplaatjie, District of Kimberley, Northern Cape Province.

Measuring: 656 square metres.

Held by Deed of Transfer No. T.2962/1995 and better known as 7.x Second Avenue, Greenside, Kimberley.

Improvements: 3 Bedrooms; bathroom with shower and toilet; lounge, diningroom, kitchen, outbuildings with servants room and bathroom.

Conditions of sale:

1. Payment of 10% (ten percent) of the purchase price in cash or by way of bank guaranteed cheque on date of the sale, and the balance payable on registration of transfer into the name of the purchaser, which balance is to be guaranteed by means of an acceptable bank guarantee, to be received by the Plaintiff's Attorney within fifteen (15) days of date of the execution sale;

2. Auctioneer's commission on the gross purchase price is payable on the date of the sale, together with all arrear and outstanding rates and taxes, etc (if any).

Van de Wall & Partners, B Honiball.Tel: (053) x 8311041. BH/lg/ZB1736*B03954 (8043190896MLN).

A.P. van der Walt, Sheriff for Kimberley.

Case No. 960/1993

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

In the matter between UNITED BANK, Plaintiff, and B I GENADE, Defendant

In pursuance of a judgment in the abovementioned Court and a writ of execution the property referred to hereunder will be sold in execution to the highest bidder on the 11th day of January 2002 at 10:00 at the premises of the Magistrate's Court, Hartswater:

Property description:

Certain Erf 923, Hartswater, situated in the Municipality of Hartswater Extension 7, Section of Vryburg, size 523 square metres, held by Title Deed Nr. T1376/1989, beter known as 923 Protea Road, Bonita Park, Hartswater.

The said sale shall be subject to the following conditions:

1. The property shall be sold to the purchaser if the purchase price is sufficient to settle any claim preferent to that of the Judgment Creditor or unless such preferend creditor/s rectify this agreement in writing.

2. Payment of the purchase price shall be made by paying 10% (ten percent) of the full purchase price plus the Sheriff's commission on the day of the sale. The balance plus interest is payable on date of registration of the property in the name of the purchaser and payment shall be guaranteed by the purchaser within 14 (fourteen) days from the date of the sale by way of a bank, building society.

3. The purchaser shall be liable for the payment of all costs relating to the sale, the Sheriff's commission, as well as all transfer costs. The purchaser shall be liable for all municipal rates and taxes from date hereof, and specifically accepts liability for the payment of any amount claimed by the Municipality, as well as legal costs on the scale as between attorney and client incurred with the collection thereof.

4. The property is sold voetstoots and not any guarantees are given to the correctness of the description of the property as mentioned above.

Signed on the 14th day of November 2001.

To: The Sheriff of the Court, Hartswater.

Van Zyl & Groenewald, Attorney for Plaintiff, Lex Building, Hertzog Street (P O Box 12), Hartswater, 8570.
[Tel. (053) 474-0111.] (Ref. EG/EU0002.)

Saak No. 960/1993

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HARTSWATER GEHOU TE HARTSWATER

In die saak tussen UNITED BANK, Eiser, en mnr B I GENADE, Verweerder

Ingevolge 'n vonnis en lasbrief uitgereik in bogemelde Hof, sal onderstaande eiendom in eksekusie verkoop word op 11 Januarie 2002 om 10:00 by die Landdroshof van Hartswater:

Eiendomsbeskrywing:

Sekere Erf 923, Hartswater, geleë in die Hartswater Dorpsuitbreiding 7, Munisipaliteit van Hartswater, Afdeling Vryburg, groot 523 vierkante meter, gehou kragtens Transportakte No. T1376/1989, beter bekend as Proteaweg 923, Bonitapark, Hartswater.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word aan die hoogste bieder onderhewig aan die reg van preferente skuldeisers.

2. Betaling sal geskied by wyse van 'n deposito van 10% (tien persent) plus Baljukommissie op die dag van verkoping. Die balans tesame met rente op die volle koopsom sal betaal of verseker word by wyse van 'n bank- of bouverenigingwaarborg betaalbaar teen registrasie van oordrag binne veertien (14) dae na die datum van die verkoping.

3. Die koper sal die oordragkoste asook munisipale belasting en heffings wat agterstallige belasting, heffings en regskoste op die skaal soos tussen prokureur en kliënt mag insluit, betaal, asook die prokureurs en Baljukoste verbonde aan die verkoping.

4. Die eiendom word voetstoots verkoop en geen waarborg word gegee ten aansien van die beskrywing van die eiendom nie.

5. Die verkoopsvoorwaardes is ter insae by die kantoor van die Balju van Hartswater vanaf die datum van hierdie kennisgewing.

Geteken hierdie 14de dag van November 2001.

Aan: Die Balju van die Hof, Hartswater.

Van Zyl & Groenewald, Prokureur van Eiser, Lex Gebou, Hertzogstraat (Posbus 12), Hartswater, 8570.
[Tel. (053) 474-0111.] (Verw. EG/EU0002.)

Case No. 901/2001

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MARTIN PATRICK PLAAITJIES, First Defendant, and SHARON CHERYLL PLAAITJIES, Second Defendant

Pursuant to a judgment and attachment in the above Honourable Court dated 2 October 2001 the undermentioned property will be sold by public auction on Thursday, 17 January 2002 at 10:00 at the office of the Magistrate's Court, Knight Street, Kimberley, subject to the conditions of sale which will be read prior to the sale by the Sheriff for the District of Kimberley, which conditions of sale can be inspected at the office of the Sheriff of the High Court, Kimberley, the property being:

Erf 6684, Kimberley, situate in the Municipality of Solplaatjie, District of Kimberley, Northern Cape Province, measuring 470 square metres, held by Deed of Transfer No. T.1544/1991 and better known as 8 Hull Street, Kimberley North, Kimberley.

Improvements: 3 bedrooms, lounge, diningroom, kitchen, bathroom and separate toilet. It is not known whether there are any outbuildings.

Conditions of sale:

1. Payment of 10% (ten percent) of the purchase price in cash or by way of bank guaranteed cheque on date of the sale, and the balance payable on registration of transfer into the name of the purchaser, which balance is to be guaranteed by means of an acceptable bank guarantee, to be received by the Plaintiff's attorney within fifteen (15) days of date of the execution sale.

2. Auctioneer's commission on the gross purchase price is payable on the date of the sale, together with all arrear and outstanding rates and taxes, etc. (if any).

A. P. van der Walt, Sheriff for Kimberley.

B Honiball, for Van de Wall & Partners. [Tel. (053) 831-1041.] [Ref. BH/lg/ZB1664 * B04163 (58811335 MLN).]

Case No. 4746/2000

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

In the matter between KIMBERLEY MUNICIPALITY, Plaintiff, and T J MONYOBO, Defendant

Kragtens 'n vonnis en lasbrief vir uitwinning van bogemelde Agbare Hof gedateer die 4de Oktober 2000, sal die ondergemelde onroerende eiendom per publieke veiling verkoop word op Donderdag, die 10de dag van Januarie 2002 om 10h00 voor die Landdroskantore, Kimberley, onderhewig aan die verkoopsvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopsvoorwaardes geïnspekteer kan word by die kantore van die Balju van Kimberley en by die kantore van die Prokureurs wat namens die Eiser optree, die eiendom synde:

Sekere: Erf Nommer 4882, Kimberley, geleë in die Registrasie Afdeling van Kimberley, Provinsie van die Nood-Kaap, groot 281 vierkante meter, gehou Transport Akte Nr. TL116/1987, ook bekend as 4273 Phajanestraat, Vergenoeg, Kimberley.

Voorwaardes:

1. Betaling van 10% van die koopprys in kontant op datum van veiling, en die balans betaalbaar teen registrasie van transport op die naam van die Koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bank of bouverenigingwaarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.

2. Afslaerskommissie teen 5% van die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Geteken te Kimberley op hierdie 29ste dag van Oktober 2001.

C. Karamanolis en Genote, Roperstraat 1A, Kimberley. (Verw. CK/KK0326.)

Saak No. 2717/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen KIMBERLEY MUNISIPALITEIT, Eiser, en M S MOKWESI, Verweerder

Kragtens 'n vonnis en lasbrief vir uitwinning van bogemelde Agbare Hof gedateer die 28ste Maart 2000, sal die ondergemelde onroerende eiendom per publieke veiling verkoop word op Donderdag, die 10de dag van Januarie 2002 om 10h00 voor die Landdroskantore, Kimberley, onderhewig aan die verkoopsvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopsvoorwaardes geïnspekteer kan word by die kantore van die Balju van Kimberley en by die kantore van die Prokureurs wat namens die Eiser optree, die eiendom synde:

Sekere: Erf Nommer 15412, Kimberley, geleë in die Registrasie Afdeling van Kimberley, Provinsie van die Nood-Kaap, groot 248 vierkante meter, gehou Transport Akte Nr. TL2367/1992, ook bekend as 15412 Tladistraat, Galeshewe, Kimberley.

Voorwaardes:

1. Betaling van 10% van die koopprys in kontant op datum van veiling, en die balans betaalbaar teen registrasie van transport op die naam van die Koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bank of bouverenigingwaarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.

2. Afslaerskommissie teen 5% van die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Geteken te Kimberley op hierdie 29ste dag van Oktober 2001.

C. Karamanolis en Genote, Roperstraat 1A, Kimberley. (Verw. CK/KK0269.)

NORTHERN PROVINCE NOORDELIKE PROVINSIE

Case No. 3400/2001

IN THE MAGISTRATES COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON

**In the matter between: THE STANDARD BANK OF SA LTD, Plaintiff, and VAN
GRAAN: MARTHA MARIA ELIZABETH LANDMAN, Defendant**

On the 16 day of January 2002 at 10h00, a public auction will be held at the Sheriff's Office, 66 Platinum Street, Ladine, Pietersburg 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:

Certain: Erf 173, Bendor Township, Registration Division LS, Northern Province, situated at 41 Lottering Street, Bendor, Pietersburg, measuring 1 368 square metres, held under Deed of Transfer No. T66254/1997.

The following improvements of a single storey dwelling under tiled roof with 3 bedrooms, 2 bathrooms, 1 lounge, 1 dining-room, 1 outside toilet, 1 kitchen, 1 garage (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 Magistrate's Court Act 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 Ltd.

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 person/s as he requires on transfer of the property to the purchaser.

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

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

Signed at Germiston this 4 day of December 2001.

Stupel & Berman Inc., 70 Lambert Street, Germiston; P O Box 436, Germiston, 1400, Docex 3, Germiston. (Tel. 873-9100.) (Ref. MR DRAPER/DG/2-65.)

Saak No. 327/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE NABOOMSPRUIT

In die saak tussen FNB, 'n divisie van FIRST RAND BANK, Eiser, en EDUARD JAMES STUART GOWER, Verweerder

Ingevolge 'n vonnis gelewer op 31.7.2001, in die Naboomspruit Landdroshof en 'n lasbrief van Eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 24.01.2002 om 11:00 by die Landdroskantoor, 5de Straat, Naboomspruit, aan die hoogste bieder:

Beskrywing: Erf 809, geleë in die dorp Naboomspruit, Registrasie Afdeling K.R., Transvaal.

Erfnommer 809, divisie Registrasie Afdeling K.R., Transvaal, grootte groot 1 983 (eenduisend nege honderd drie-en-tagtig) vierkante meter.

Eiendomsadres: 4de Straat 97, Naboomspruit.

Verbeterings: 1 eetkamer, 1 sitkamer, 5 slaapkamers, 1 studeerkamer, 3 badkamers, 1 kombuis, 2 motorhuise, teeldak, omheining: Muur, 1 swembad, 1 buite vertrek met wasbak.

Soos gehou deur die skuldenaar kragtens Akte van Transportnommer: T13025/92.

1. Die verkoping sal onderhewig wees aan die voorwaardes van die landdroshof Wet en die Reëls gepaardgaande.
 2. Die koper moet die koopprys met 'n bankgewaarborgde tjek of met kontant betaal op die dag van verkoping. Indien die koper finansiering ontvang vanaf 'n finansiële instansie, moet die koper op die dag van verkoping, geskrewe bewys lewer vanaf die genoemde finansiële instansie dat die koper kwalifiseer vir 'n lening. Die lenings bedrag mag nie minder wees as die koop bedrag.
 3. Die koper sal aanspreeklik wees vir enige rente aan die eksekusieskuldeiser en aan die verband houer vanaf die koop datum, tot datum van registrasie, soos uiteengesit in die verkoopsvoorwaardes.
 4. Oordrag sal gedoen word deur die Skuldeiser of sy prokureur en die Koper sal aanspreeklik wees vir alle oordragskoste, huidige erf belasting, en ander uitgawes nodig om die oordrag te finaliseer, op aanvrag by genoemde prokureurs.
- Die volle voorwaardes kan verkry word by die kantore van die Balju van die Naboomspruit Landdroshof.
 Gedateer te Naboomspruit op hede 5 Desember 2001.
 Eiser se Prokureur, Louis Trichardtlaan, Naboomspruit, 0560.

NORTH WEST NOORDWES

Saaknr: 5168/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen: N B S 'N DIVISIE VAN BOE BANK BEPERK, Eiser, en COMBES BELEGGINGS BK, Verweerder

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 22 Mei 2000 en daaropvolgende Lasbrief vir Eksekusie, die hiernagelinde eiendom om 10:00 op 18 Januarie 2002 te die Balju kantore, Leaskstraat, Klerksdorp, geregtelik verkoop sal word, naamlik:

1. Gedeelte 13 van Erf 2272, Dorpsgebied Wilkoppies, Uitbreiding 15, Registrasie Afdeling IP, Provinsie Noordwes.
2. Gedeelte 14 van Erf 2272, Dorpsgebied Wilkoppies, Uitbreiding 15, Registrasie Afdeling IP, Provinsie Noordwes.
3. Gedeelte 15 van Erf 2272, Dorpsgebied Wilkoppies, Uitbreiding 15, Registrasie Afdeling IP, Provinsie Noordwes.
4. Gedeelte 16 van Erf 2272, Dorpsgebied Wilkoppies, Uitbreiding 15, Registrasie Afdeling IP, Provinsie Noordwes.

Almal gehou kragtens Akte van Transport T 128344/2000.

Ook bekend as Austinstrate 53, 55, 57 en 59, Wilkoppies, Klerksdorp.

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

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 19 November 2001.

Botha De Wet & Rood, Prokureurs vir Eiser, Regsforum Building/Gebou, Pretoria Street 8 Pretoriastraat, Klerksdorp. (018) 462-3751. P O Box/Posbus 33, Klerksdorp, 2570. Verw. Mnr A Mitchell/HS/NC3465.

Aan: Die Balju van die Landdroshof.

Saaknommer: 9525/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

**In die saak tussen: NEDCOR BANK (BPK), Eiser, en CAREL NICOLAAS SMIT, 1ste Verweerder,
MARIA SUSANNA SMIT, 2de Verweerder**

Ingevolge 'n uitspraak van die Landdroshof van Potchefstroom en Lasbrief vir Eksekusie teen Goed met datum 16 Oktober 2001 sal die ondervermelde eiendom op Vrydag, die 11de dag van Januarie 2002 om 11:30 deur die Balju van die Landdroshof Potchefstroom te Plot 749, Vyfhoek aan die hoogste bieder verkoop word, naamlik:

Gedeelte 749, van die plaas Vyfhoek 428 IQ, groot 6,6111 hektaar.

Ook bekend as: Plot 749, Vyfhoek.

Onderhewig aan die volgende voorwaardes:

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 15,5% (vyftien komma vyf persent) per jaar tot datum van registrasie van transport, sal binne 14 (veertien) dae na datum van verkoop, betaal word of gewaarborg word deur 'n goedgekeurde Bank- of Bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie:
'n Landbou hoewe.

4. *Voorwaardes van verkoop:* Die Voorwaardes van Verkoop in Eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Potchefstroom nagesien word.

Gedateer te Klerksdorp op hierdie 26ste dag van November 2001.

(Get) A H Snyman, Oosthuizen Du Plooy & Vennote, 3de Vloer / Eerste Nasionale Bankgebou, Kerkstraat 58 / Posbus 22, Klerksdorp. Ref: AHS/MP/s4.01.

Saaknommer: 9585/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

**In die saak tussen: NEDCOR BANK (BPK), Eisër, en MADUMEDISI GEORGE NKWANE, 1ste Verweerder,
MANTOA MARGARET NKWANE, 2de Verweerder**

Ingevolge 'n uitspraak van die Landdroshof van Potchefstroom en Lasbrief vir Eksekusie teen Goed met datum 30 November 2000 sal die ondervermelde eiendom op Vrydag, die 11de dag van Januarie 2002 om 10:00 te die kantore van die Balju van die Landdroshof, Potchefstroom te Wolmaranstraat 86, Potchefstroom aan die hoogste bieder verkoop word, naamlik:

Erf 1883, Promosa Uitbreiding 2, groot 363 Vierkante meter.

Ook bekend as: Carnation Straat 53, Promosa.

Onderhewig aan die volgende voorwaardes:

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 14% (veertien persent) per jaar tot datum van registrasie van transport, sal binne 14 (veertien) dae na datum van verkoop, betaal word of gewaarborg word deur 'n goedgekeurde Bank- of Bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie:

'n Woning bestaande uit 3 slaapkamers, 1 badkamer, kombuis en sitkamer.

4. *Voorwaardes van verkoop:* Die Voorwaardes van Verkoop in Eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Potchefstroom nagesien word.

Gedateer te Klerksdorp op hierdie 13de dag van November 2001.

(Get) A H Snyman, Oosthuizen Du Plooy & Vennote, 3de Vloer / Eerste Nasionale Bankgebou, Kerkstraat 58 / Posbus 22, Klerksdorp. Ref: AHS/MP/N5.00.

Case No. 30620/2000

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

In the matter between: SENWES LIMITED, Plaintiff, and PIETER HERMANUS VILJOEN, Defendant

In execution of a Judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned matter a sale in execution will be held at the Magistrate's Offices, Van Riebeeck Street, Potchefstroom on the 11th day of January 2002 at 10h00 of the Defendant's undermentioned property without a reserve price and on the conditions to be read out by the Auctioneer namely the Sheriff, Potchefstroom, prior to the sale and which conditions can be inspected at the Sheriff, Potchefstroom, prior to the sale:

Portion 25 of the farm Rooipoort 354, Registration Division IP, North West Province;

Measuring 261,3863 hectares;

Held under Deed of Transfer T1600/1930.

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

Zoning: Agricultural.

Conditions:

10% (Ten Percent) of the purchase price on the day of the sale and the balance payable against registration of Transfer to be secured by a Bank or Building Society guarantee or any other acceptable guarantee to be furnished to the Sheriff within 14 (fourteen) days from the date of the sale.

Dated at Pretoria this day of November 2001.

Van Zyl, Le Roux & Hurter Inc., Plaintiff's Attorneys, 13th Floor, SAAU Building, Cnr. Andries & Schoeman Street, Pretoria.
Tel: 300-5000. Ref: L le Roux/NG 199601.

Saak Nr. 1708/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

**In die saak tussen: SAAMBOU BANK BEPERK, Eiser, en GERT REGINALD LOUW, Eerste Verweerder,
LET LOUW, Tweede Verweerder**

Ingevolge 'n vonnis in die Potchefstroom Landdroshof en 'n Lasbrief vir Eksekusie gedateer 20 November 2001 sal die ondervermelde eiendom op 18 Januarie 2002 om 10h00 te Baljukantore, Wolmaransstraat 86, Potchefstroom verkoop word.

Bekend as: Erf 1852, geleë in die dorp Promosa Uitbreiding 2, meer bekend as Daisystraat 70, Promosa, Potchefstroom, Registrasie Afdeling I.Q., Noordwes Provinsie.

Bestaande uit: Sitkamer, kombuis, 3 x slaapkamers, 1 x badkamer met toilet.

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 26ste dag van November 2001.

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

WESTERN CAPE WES-KAAP

Saak No. 316/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN CERES GEHOU TE CERES

In die saak tussen M & J REID (EDMS) BPK., Eiser, en CUPIDO RHODE, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en die Lasbrief vir eksekusie gedateer 25 April 2001, sal die hieronder vermelde eiendom verkoop word op die 23 ste dag van Januarie 2002 om 10h00 vm. te Panoramaweg 18, Bella Vista, Ceres, aan die persoon wie se hoogste aanbod maak naamlik:

Erf No. 4935, Bella Vista, Afdeling Ceres, groot 287 vierkante meter, gehou kragtens Transportakte T85446/94, bekend as Panoramaweg 155, Bella Vista, Ceres.

Die volgende verbeterings is op die eiendom geleë, maar in hierdie verband word niks gewaarborg nie, naamlik: 'n woonhuis bestaande uit 3 slaapkamers, 1 sitkamer, 1 kombuis, 1 studeer kamer, 1 badkamer & toilet.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Rivierkantstraat, Ceres en by die ondergetekendes.

Die belangrikste voorwaarde daarin vervat is die volgende:

Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

Geteken te Ceres op hierdie 27 dag van November 2001.

R Deetlefs, Frans Davin Inc., Prokureur vir Eiser, Oranjestraat 9, Posbus 252, Ceres, 6835. (Verw. 10271/RE34/LB.)

Saak No. 8491/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SOMERSET-WES GEHOU TE SOMERSET-WES

In die saak tussen BOLAND PKS, Eksekusieskuldeiser, en HEIN GROBBELAAR FAMIETRUST, Eerste Vonnisskuldenaar, SALOMI LOUSA GROBBELAAR, Tweede Vonnisskuldenaar, en HEINRICH WILHELM GROBBELAAR, Derde Vonnisskuldenaar

Die volgende eiendom sal in eksekusie verkoop word op 11 January 2002 om 10:00 te Albatroslaan 24, Stilbaai aan die hoogste bieder:

Eiendomsbeskrywing: Erf 1563, Stilbaai-wes, geleë in die Munisipaliteit van Stilbaai, Afdeling Riversdal, Provinsie Wes-Kaap, groot 837 (agthonderd sewe en dertig) vierkante meter, gehou kragtens Akte van Transport No T66045/1993, ook bekend as Albatroslaan 24, Stilbaai.

1. Die volgende verbeteringe word gemeld, maar nie gewaarborg nie: 3 x slaapkamers, sitkamer, gesinskamer, kombuis / eetkamer, vol badkamer, halfvoltooiende sonkamer en dubbel motorhuis.

2. 2.1 Die koopprijs moet soos volg betaal word:-

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

2.1.2 Die balans teen registrasie van transport tesame met rente op die volle koopprijs teen 'n koers van twintig per centum (20%) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks berekening en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos voormeld verseker moet word deur 'n bankwaarborg wat vir die eiser se Aktebesorger aanvaarbaar is.

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

3. Die Balju sal van enige bieër vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

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

Gedateer te Strand op die 23ste dag van November 2001.

Miller Bosman Le Roux, Eiser se Prokureurs, Odeon-Gebou, Kusweg, Strand, Docex: Docex 1. [Tel. (021) 854-7386.] (Verw. J H VAN ZYL.) (Lêernr: VB017.)

Saak No. 242/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN CERES GEHOU TE CERES

**In die saak tussen DU TOIT EIENDOMME (EDMS) BPK, Eiser, en G FREDERICKS, 1ste Verweerder, en
K B F FREDERICKS, 2de Veweerder**

Ingevolge uitspraak van bogenoemde Agbare Hof en die Lasbrief vir eksekusie gedateer 16 November 2001, sal die hieronder vermelde eiendom verkoop word op die 30ste dag van Januarie 2002 om 10h00 te Herthalaan 4, P A Hamlet, aan die persoon wie se hoogste aanbod maak naamlik:

Erf No. 724, P A Hamlet, Afdeling Ceres, groot 321, vierkante meter, gehou kragtens Transportakte 0000823717/2000, bekend as Herthalaan 4, P A Hamlet.

Die volgende verbeterings is op die eiendom geleë, maar in hierdie verband word niks gewaarborg nie, naamlik:

'n woonhuis bestaande uit 2 slaapkamers, 1 sitkamer, 1 kombuis, 1 badkamer & toilet.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Rivierkantstraat, Ceres en by die ondergetekendes.

Die belangrikste voorwaarde daarin vervat is die volgende:

Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

Geteken te Ceres op hierdie 4 dag van Desember 2001.

R Deetlefs, Frans Davin Ing., Prokureur vir Eiser, Oranjestraat 9, Posbus 252, Ceres, 6835. (Vew. D9597/D286/LB.)

Saak Nr: 1512/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

**In die saak tussen: OVERSTRAND MUNISIPALITEIT, Eksekusieskuldeiser, en
EFRAIM REYNECKE, Eksekusieskuldenaar**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 08 Augustus 2001 in bogemelde saak, sal 'n verkoping sonder reserwe deur die balju, JNL McLachlan te Hermanus op Erf 7739, Blue Bell's Crescent, Mount Pleasant, Hermanus, op 11 Januarie 2002 om 09h00 te Baljustoor, Arumstraat 11B, Industriële Gebied, Hermanus 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.

Sekere Erf No: 7739, Blue Bell's Crescent.

Die voorstad van: Mount Pleasant.

Registrasie afdeling: Overstrand Munisipaliteit, Afdeling Caledon, Provinsie Wes Kaap.

Ook bekend as: Erf 7739, Blue Bell's Crescent, Mount Pleasant, geleë in die gebied van die Overstrand Munisipaliteit, Afdeling Caledon, Provinsie Wes Kaap.

Titelakte: T12495/2000, 240.000 sqm.

Na bewering is die eiendom in 'n goeie toestand, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 3% (drie persent) (minimum R10,00) 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. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 20,00% per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, in wie se guns verbande oor die eiendom geregistreer is.

Geteken te De Klerk MacLennan-Smith & Nel Inc/Ing op 28 November 2001.

De Klerk MacLennan-Smith & Nel Inc/Ing, Prokureur vir Eksekusieskuldeiser, Magnoliastraat 8 Magnolia Street, Hermanus. (028) 3121100. Posbus 113, P O Box 113, Hermanus, 7200.

Saaknr: 1512/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

In die saak tussen: OVERSTRAND MUNISIPALITEIT, Eiser, en EFRAIM REYNECKE, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n Her-Uitreiking Lasbrief vir Eksekusie teen onroerende goedere gedateer 10 Oktober 2001 wat uitgevoer was op 25 Oktober 2001 om 11:00 word die ondervermelde eiendom om 9h00 op 11 Januarie 2002 deur die Balju van Hermanus, Mnr. JNL McLachlan, geregteelik verkoop te Baljustoor, Arumstraat 11B, Industriële Gebied, Hermanus, en ook bekend as:

Erf 7739, Blue Bell's Crescent 10, Mount Pleasant, geleë in die gebied van die Overstrand Munisipaliteit, Afdeling Caledon, Provinsie Wes Kaap, met Titelakte T12495/2000.

Die verkoping sal onderhewig wees aan die volgende voorwaardes:

1. Die verkoping sal onderhewig wees aan die terme en voorwaardes van die Wet, op landdroshowe, 32 van 1944, soos gewysig, en reëls wat in terme daarvan uitgevaardig is en onderworpe ook aan die bepalings van enige ander wetgewing wat van toepassing mag wees.

2. Die verkoping geskied in rande deur handopsteek en die eiendom sal by die adres aangegee in die verkoopskennisgewing, verkoop word aan die hoogste bieder, sonder reserwe prys onderworpe egter aan die bepalings van Artikel 66 van die Wet op Landdroshowe voormeld en verder onderhewig aan die voorwaardes hierna. Indien die Afslaer enige fout sou maak, sal sodanige fout nie bindend wees en sal ook geen wettige effek hê nie, maar sal onmiddellik reggestel kan word. In enige dispuut tussen bidders sal die beslissing van die afslaer finaal en bindend wees tussen sodanige bidders. Die afslaer mag enige bod sonder verduideliking van die hand wys.

3. Die koopprys van hierdie eiendom sal soos volg betaal word:

(a) Een tiende van die koopprys in kontant of deur middel van 'n bankgewaarborgde tjek aan die Balju, vir die rekening van die vonnisskuldeiser, betaling waarvan op die verkoopsdatum moet geskied.

(b) Die balans van die koopprys betaal word in kontant teen registrasie van Transport, wat onmiddellik gegee en geneem moet word. De koper sal aan die skuldeiser rente betaal teen die koers van 15,00% per jaar alternatiewelik, die welke ook al die hoogste is, op die balans van die huidige rentekoers wat deur die Standard Bank op oortrokke rekeninge betaal word. Die koper sal binne veertien (14) dae vanaf datum van verkoping, 'n bankwaarborg aan die vonnisskuldeiser lewer toe laasgenoemde se bevrediging vir die behoorlike betaling van die balans koopprys en rente tot en insluitende datum van betaling ten einde die behoorlike nakoming van al sy verpligtinge onder hierdie verkoopsvoorwaardes te verseker.

(c) Enige betalings wat ingevolge sub-paragrafe (a) en (b) hierbo plaasvind, moet vry van bankkommissie geskied.

4. Die koper sal verplig wees om die volgende op versoek te betaal:

(a) Alle fooie en uitgawes bykomstig tot en in verband met die gee van Transport die vonnisskuldeiser se Prokureurs, insluitende hereregte, opmetingskoste, enige padkonstruksiefooie en onbetaalde riolering-lenings wat betaalbaar mag wees, asook alle bykomstige onkoste.

(b) Alle lopende eiendomsbelasting asook alle agterstallige eiendomsbelasting, onbetaalde sanitêre en ander dienskoste tesame met alle rente daarop betaalbaar en regskepte in verband daarmee, asook sodanige munisipale lenings, koste en fooie wat wettiglik betaalbaar is voordat transport geregistreer kan word.

(c) Advertensiekoste van hierdie verkoping, asook koste van eksekusie en invorderingskommissie.

(d) Afslaerskommissie en baljukommissie (indien enige) op die koopprys.

(e) Die opstelkoste van hierdie verkoopsvoorwaardes tesame met alle seëls daarop.

5. Die koper sal hierdie verkoopsvoorwaardes by die perseel waar die verkoping plaasvind, na afloop van die verkoping onderteken.

6. Op ontvangs van die behoorlike betaling van die koopprys, rente en koste voormeld, sal transport op die behoorlike wyse gegee word deur die Prokureurs wat namens die vonnisskuldeiser optree en sal as sodanig deur die koper aanvaar word.

7. Die eiendom word "Voetstoots" verkoop soos dit tans is en word verkoop onderhewig aan die vonnisskuldenaar se Titelakte en betrokke diagram en onderworpe aan enige en welke voorwaardes en serwitute wat in die oorspronklike en daaropvolgende transportaktes gespesifiseer is en ook aan alle ander rente en voorwaardes opgelê deur enige statutêre owerheid. Die eiendom word verder verkoop onderhewig aan alle bestaande huurkontrakte (indien enige). Die vonnisskuldeiser sal nie bevoordeel word deur enige oorskot of aanspreeklik wees vir enige tekort in grootte van die eiendom nie en die vonnisskuldeiser sal ook nie aanspreeklik wees vir enige latente of sigbare gebrek van enige aard of tipe ookal in die eiendom of enige gebou of bouwerk wat daarop geleë is nie.

8. Nog die Balju nog die afslaer sal aanspreeklik of verantwoordelik wees vir die skade, gebreke, foutiewe beskrywing of uitwysing van penne of bakens nie.

9. Sou die koper op versoek nalaat of weier om hierdie verkoopsvoorwaardes te onderteken of nalaat om die deposito te betaal of nalaat om die waarborg of verdere bedrae genoem in paragraaf 4 hiervan te voorsien of nalaat om enige van sy verpligtinge onder hierdie verkoopsvoorwaardes na te kom, kan die vonnisskuldeiser na eie keuse, of

(a) Die koper gebonde hou aan die koop en onmiddellik betaling van die volle koopprys eis, insluitende die bykomstige koste uiteengesit in paragraaf 4 hierbo; of

(b) Die verkoping onmiddellik kanselleer, in welke geval die eiendom weer in eksekusie verkoop sal word per openbare veiling en, in sodanige geval, sal die koper aanspreeklik wees vir enige tekort in die prys wat daaruit mag voortspruit en ook vir alle koste van sodanige herverkoop sowel as vir alle onkoste, insluitende die afslaerskommissie, eksekusieskoste, verspilde transportkoste en alle advertensies in verband met die eerste verkoping. In geval van sodanige herverkoping sal die vonniskskuldeiser geregtig wees om van die deposito of ander gelde wat deur die koper betaal is, af te trek sodanige tekort in prys, verspilde koste, rente en onkoste veroorsaak deur die herverkoping, en om die balans, indien enige, aan die koper terug te betaal. Sou die eiendom verhuur word, sal die vonniskskuldeiser of sy agente geregtig wees om alle huurgelde in te vorder tot sodanige tydstop as wat die eiendom herverkoop is.

10. Besit van die betrokke eiendom moet gegee en geneem word op datum van die verkoping, onderhewig aan enige huurkontrak of okkupasiereg wat dan mag bestaan, en vanaf welke datum alle inkomste wat uit die eiendom voortspruit en alle uitgawes ten opsigte daarvan, vir die rekening van die koper sal wees en die eiendom sal daarvan uitsluitlik vir sy risiko bestaan en ook vir sy wins of verlies wees.

11. Die koper sal die eiendom ten volle teen brand verseker indien die eiendom verbeter is met geboue, vanaf datum van verkoping en die verskeringspolis sal aan die vonniskskuldeiser sedgeer word en van krag gehou word as kollaterale sekuriteit vir die behoorlike betaling van die balans van die koopprys, rente en enige ander koste. Die risiko sal op die koper oorgaan vanaf die oomblik dat die verkoping plaasvind.

12. Indien die Balju vir enige rede nie in 'n posisie sou wees om toe te sien dat Transport plaasvind nie, mag die vonniskskuldeiser die verkoop kanselleer indien hy gelyktydig enige bedrag wat ingevolge hierdie voorwaardes op rekening van die koopprys betaal is, sal sodanige kansellering geen grond wees vir enige verdere vergoedings eis nie.

13. Indien die koper—

(a) 'n Trustee vir 'n gestigte Maatskappy sou wees, verbind hy homself hiermee om persoonlik transport te neem indien die maatskappye nie geïnkorporeer sou word en die verkoping nie binne vier weke vanaf datum van verkoping bekragtig nie; of die verkoping nie binne vier weke vanaf datum van verkoping sou bekragtig nie; of

(b) As verteenwoordiger sou koop, sal hy die naam en adres van sy prinsipale noem en sy volmag toon. Indien geen sodanige volmag getoon word nie, sal die eiendom onmiddellik vir verkoping her-aangebied word.

Balju van die Landdroshof.

Saaknommer: 2124/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN CERES GEHOU TE CERES

In die saak tussen: SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en DAVID CEDERIC FELIX DANIELS, Eerste Eksekusieskuldenaar, BERENICE ISEDORE DANIELS, Tweede eksekusieskuldenaar

Ingevolge 'n vonnis van bogenoemde Agbare Hof en Lasbrief tot Uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op 16 Januarie 2002 om 10h00 aan die hoogste bieder verkoop word.

Erf 2553, Ceres, bekend as Vennusstraat 1, Ceres, geleë in die Munisipaliteit en Afdeling van Ceres, Provinsie Wes-Kaap, groot: 341 (driehonderd een-en-veertig) vierkante meter.

Voorwaardes: Die verkoping is onderhewig aan die betaling in kontant van ten minste 10% (tien persent) van die koopprys op die datum van verkoping en dat 'n bankwaarborg verskaf word binne 14 (veertien) dae vanaf die verkoopdatum vir die balans van genoemde koopprys.

Die verdere en volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan nou reeds nagegaan word by die kantoor van die Balju van die Landdroshof, Ceres.

Gedateer te Worcester op hede die 30ste dag van November 2001.

D. J. Strauss, De Vries De Wet & Krouwkam Ingelyf, Stockenstromstraat 25, Worcester, 6850. [Tel. (023) 342-0630.] (Verw. DJS/LDT/Z12140.)

Case No. 215/01

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and GERRIE GIELIE JANSEN, Defendant

In pursuance of a Judgment granted on the 17/04/2001, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 16/01/2002 at 09:00 at Atlantis Court House:

Property description: Erf 764, Wesfleur, in the Blaauwberg Municipality, Division Cape, Western Cape Province; in extent five hundred and ten (510) square metres; held by Deed of Transfer No. T29554/99; situate at 32 Fortune Street, Avondale, Atlantis.

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

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 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 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 13,50%, 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 Parow on this 12th day of November 2001.

W. J. M. Saaiman, Van Niekerk Groenewoud & Van Zyl Inc, Plaintiff's Attorneys, 204 Santyger Building, 313 Durban Road, Bellville, 7530; P.O. Box 3888, Tyger Valley, 7536. [Tel. (021) 915-4900.] Service Address: Van Niekerk Groenewoud & Van Zyl Inc, Drosdy Centre, Wesfleur Circle, Atlantis. (Ref: A0482/369/WS/Irma Otto.)

Case No. 1322/00

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and GRANT GARFIELD SINCLAIR, 1st Defendant,
ALEXANDERA SINCLAIR, 2nd Defendant**

In pursuance of a Judgment granted on the 3/01/2001, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 16/01/2002 at 09:00 at Atlantis Court House:

Property description: Erf 298, Wesfleur, in the area of the Northern Substructure, Division Cape, Province of the Western Cape, in extent four hundred and nineteen (419) square metres, held by Deed of Transfer No T6203/97, situate at 25 Amstelveen Street, Protea Park.

Improvements: Dwelling: 1 bedroom, 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, 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 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 13,50%, 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 Parow on this 12th day of November 2001.

W. J. M. Saaiman, Van Niekerk Groenewoud & Van Zyl Inc, Plaintiff's Attorneys, 204 Santyger Building, 313 Durban Road, Bellville, 7530; P.O. Box 3888, Tyger Valley, 7536. [Tel. (021) 915-4900.] Service Address: Van Niekerk Groenewoud & Van Zyl Inc, Drosdy Centre, Wesfleur Circle, Atlantis. (Ref: A0482/350/WS/Irma Otto.)

Case No. 82/2001

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and MARK BENEDICT MICHAEL PAULSE, Defendant

In pursuance of a Judgment granted on the 15/02/2001, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 16/01/2002 at 09:00 at Atlantis Court House:

Property description: Erf 5773, Wesfleur, in the Atlantis Residential Local Area, Division Cape; in extent four hundred and seventeen (417) square metres, held by Deed of Transfer No. T18402/94, situate at 11 Grampian Crescent, Beacon Hill.

Improvements: Dwelling: 3 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, 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 13,50%, 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 Parow this 12 November 2001.

W J M Saaiman, Van Niekerk Groenewoud & Van Zyl Inc, Plaintiff's Attorneys, 204 Santyger Building, 313 Durban Road, Bellville, 7530; P O Box 3888, Tyger Valley, 7536. [Tel. (021) 915-4917.]

Service address: Van Niekerk Groenewoud & Van Zyl Inc, Drosdy Centre, Wesfleur Circle, Atlantis. (Ref. A0482/370/WS/Irma Otto.)

Case No. 6120/01

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

**In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06) (through its
NBS Division), Execution Creditor, and ALBERT ELS, Execution Debtor**

NOTICE OF SALE IN EXECUTION

IMMOVABLE PROPERTY

In execution of the Judgment of the High Court a sale will be held at the site being 16 Mountainside Boulevard, Gordons Bay, on 11 January 2002 at 11h00 am, to the highest bidder:

Erf 4350, Gordons Bay, measuring four hundred and ninety six square metres, situate at 16 Mountainside Boulevard, Gordons Bay, 7150.

Property description: Vacant land.

Held by Title Deed: T66979/00.

1. The sale is subject to the terms and conditions hereunder and the property being sold is sold voetstoots and as it stands and subject to the conditions of the existing Title Deed. The highest bidder shall be the purchaser.

2. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling Building Society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a Bank or Building Society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the High Court.

Dated at Cape Town on 6 November 2001.

Abrahams & Gross Inc, 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Reference COL/BBS/Z05887.)

Saak No. 1284/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK WELLINGTON GEHOU TE WELLINGTON

In die saak tussen DRAKENSTEIN MINISIPALITEIT WELLINGTON, Eiser, en J M C BUSSACK, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 06/06/2000 sal die hiernabeskrewe vaste eiendom in Eksekusie verkoop word op 25 Januarie 2002 om 10h00 voormiddag aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word.

Die veiling sal plaasvind te Landdroeskantoor, Jan van Reibeeckstraat, Wellington.

Erf 7113, Wellington, in die Gebied van Drakenstein Munisipaliteit, afdeling Paarl, provinsie Wes-Kaap, groot 316 vierkante meter, gehou kragtens Transportakte T38063/1995.

Betaalvoorwaardes:

Tien persent (10%) van die koopprys van die eiendoim moet onmiddellik na die veiling tesame met die Balju-kommissie betaal word. Die balans-koopprys tesame met rente daarop teen 19% p.j. op die bedrag van Eiser se eis (en ingeval daar enige preferente skuldeiser is, ook die rente wat ten opsigte van sodanige preferente skuldeiser se eis betaalbaar is) vanaf datum van verkoping tot datum van oordrag, betaal moet word teen regsitasie van transport. Sodanige bedrag moet verseker word deur 'n waarborg goedgekeur deur die eiser se Prokureur en wat aan hom binne veertien (14) dae na verkoping verskaf moet word.

Verkoopsvoorwaardes: Die volledige verkoopsvoorwaardes lê ter insae by die Balju, mnr RD le Roux, Hoofweg 52, Wellington (Tel. 873-1204).

Gedateer te Wellington op hierdie 20ste dag van November 2001.

Louw & Schreve, Fonteinstraat 29, Wellington. [Tel. (021 873-1171.)]

Case No. 4832/01
PH 255

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
MARIAM EBRAHIM, 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 5 Lotus Road, Cravenby Estate at 10:00 am, on the 7th day of January 2002 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, No. 5, Epping Avenue, Elsies River:

Remainder Erf 8242, Parow, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 454 square metres and situate at 5 Lotus Road, Cravenby Estate.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A main dwelling consisting of a living room, lounge, kitchen, 7 bedrooms and bathrooms with water closets.

Terms:

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

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

Dated at Cape Town this 27 November 2001.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St George's Mall, Cape Town, 8001; PO Box 67, Cape Town, 8000; Docex 230, Cape Town. [Tel. (021) 423-0554.] [Fax (021) 423-0510.] (Ref. W D Inglis/cs/S4463/8581.)

Saak No. 1180/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen BREDASDORP MUNISIPALITEIT, Eiser, en D SALVIER, Verweerder

Ingevolge 'n vonnis gelewer op 1 Desember 1999, in die Bredasdorp Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 25 Januarie 2002 om 11:00 vm te Landdroskantoor, Langstraat, Bredasdorp, aan die hoogste bieder:

Beskrywing: Erf 3968, Bredasdorp, geleë in die Munisipaliteit en Afdeling Bredasdorp, provinsie Wes-Kaap, Erfnommer 3968, grootte 209.

Eiendomsadres: Vygielaan 10, Bredasdorp.

Verbeterings: Die eiendom is verbeter met 'n woonhuis.

Soos gehou deur die skuldenaar kragtens Akte van Transportnommer T102311/98.

Vernaamste voorwaardes: Tien persent (10%) van die koopprys van die eiendom tesame met die Baljekommissie, moet onmiddellik na die veiling betaal word. Die balans-koopprys, tesame met rente bereken vanaf die datum van verkoping tot die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapswaarborg wat binne veertien (14) dae na die verkoping, ingedien moet word by die Eiser se Prokureur.

Die volledige verkoopvoorwaardes lê ter insae by Die Balju van die Landdroshof, Distrik van Bredasdorp, Kerkstraat, Bredasdorp.

Gedateer te Bredasdorp op 28/11/01.

L le Riche, Luttig & Seun, Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280. (Verw. Z10838.PT.)

Saak No. 956/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen KAAP AGULHAS MUNISIPALITEIT, Eiser, en J J & L NEWMAN, Verweerder

Ingevolge 'n vonnis gelewer op 21/08/01, in die Bredasdorp Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 8 Februarie 2001 om 11:00 vm te Landdroskantoor, Langstraat, Bredasdorp, aan die hoogste bieder:

Beskrywing: Erf 3941, Bredasdorp, geleë in die Munisipaliteit Kaap Agulhas, Afdeling Bredasdorp, provinsie Wes-Kaap, Erfnommer 3941, grootte 209 vierkante meter.

Eiendomsadres: Geelstraat 14, Bredasdorp.

Verbeterings: Die eiendom is verbeter met 'n woning.

Soos gehou deur die skuldenaar kragtens Akte van Transportnommer T95761/98.

Vernaamste voorwaardes: Tien persent (10%) van die koopprys van die eiendom tesame met die Baljekommissie, moet onmiddellik na die veiling betaal word. Die balans-koopprys, tesame met rente bereken vanaf die datum van verkoping tot die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapswaarborg wat binne veertien (14) dae na die verkoping, ingedien moet word by die Eiser se Prokureur.

Die volledige verkoopvoorwaardes lê ter insae by Die Balju van die Landdroshof, Distrik van Bredasdorp, Kerkstraat, Bredasdorp.

Gedateer te Bredasdorp op 29/11/01.

L le Riche, Luttig & Seun, Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280. (Verw. Z13269/Mev. Terhoeven.)

Saak No. 3727/00

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Kaaip die Goeie Hoop Provinsiale Afdeling)

**In die saak tussen JOHAN ALBERTYN, Applikant, and SEAN RILEY, Eerste Respondent, en
NAUDE JORDAAN, Tweede Respondent**

Geliewe kennis te neem dat die volgende eiendom, op Vrydag, 18 Januarie 2002 om 09h30 en 11h00 deur die Balju, Landdroshof, Stellenbosch, geregtelik te koop aangebied sal word op die perseel geleë te:

1. Eenheid 19 en Uitsluitlike gebruiksareas P2 en B4, Skema 210, Andmargebou, Stellenbosch, gehou kragtens Transportaktes ST1583/2000 en SK360/200S.

2. Een vyfde aandeel in Uitsluitlike gebruiksarea B2, Skema 219, Andmargebou, Stellenbosch, gehou kragtens Transportaktes SK360/2000S.

3. Gedeelte 578 van die plaas Blaauw Klip, Plaas 510, Stellenbosch, gehou kragtens Transportakte T34984/1998.

'n Deposito van tien persent (10%) op die koopsom is in kontant of by wyse van 'n bank- of bouvereniging gewaarborgde tjek by die veiling betaalbaar aan die Balju van die Hof en die balans (plus rente teen 'n koers van 15.5% per jaar bereken op die vonnisskuldeiser se eis van datum van verkoop tot datum van transport) teen registrasie van die transport, welke bedrae gewaarborg moet wees deur 'n aanvaarde bank- of bouvereniging waarborg, welke waarborg binne veertien (14) dae na die veiling aan eiser se aktebesorgers gelewer moet word.

Die veilingsvoorwaardes lê ter insae by die Balju van die Landdroshof, Stellenbosch en sal ook onmiddellik voor die veiling uitgelees word.

Gedateer te Strand op hierdie 7de dag van Desember 2001.

Malan Lourens Ing., Prokureur vir Eiser, Derde Vloer, Permgebou, Picklestraat, Strand. (Verw. R Serdyn.)

Case No. 7963/01

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

In the matter between CITY OF CAPE TOWN (formerly "CENTRAL SUBSTRUCTURE OF THE CAPE METROPOLITAN AREA", formerly "THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN", and also formerly "MUNICIPALITY OF CAPE TOWN"), Plaintiff, and GLORIA EVERED, Defendant

The following will be sold in execution on 16 January 2002 at 15h00 on site, to the highest bidder:

Erf 46665, Cape, 496 square metres, held by Deed of Transfere T29413/87, situate at 7 Edison Road, Rondebosch.

1. The following improvements are reported but not guaranteed:

Dwelling: 3 bedrooms, bathroom/toilet, lounge, dining room, kitchen sep., toilet and garage.

2. *Payment:* Ten per centum 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 15,50% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guaranteed to be delivered within 14 days of the sale.

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

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

C & A Friedlander Inc., 3rd Floor, 42 Keereom Street, Cape Town. (C. SILVERWOOD/Z03866.)

Case No. 3482/00

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

**In the matter between: THE CITY OF CAPE TOWN, Plaintiff, and IGSHAAN BOLTMAN, Defendant, and
ANIEFA BOLTMAN, Second Defendant**

The following property shall, on Tuesday, 15 January 2002 at 10h00 at the Court House, be put up for auction:

Erf 28420, Cape Town at Mitchells Plain, in extent one hundred and five (105) square metres, held by Title Deed T22898/1992, also known as 38 Azalia, Lenteguur, Mitchells Plain, Western Cape.

The sale shall be subject to the following conditions:

1. The property shall be sold without reserve and to the highest bidder and the sale shall be subject to the terms and conditions of the Magistrate's Court Act 32 of 1944 as amended and the Rules made thereunder.

2.2.1 If any dispute arises about any bid, the property may, at the discretion of the Sheriff or the Auctioneer again be put up for auction and his discretion as to the final bidder shall under all circumstances be final.

2.2 If the Sheriff or Auctioneer makes any mistake in selling such mistake shall not be binding upon either party but shall be rectified.

3. If the Sheriff or the Auctioneer suspects that a bidder is unable to pay either the deposit referred to in Condition 8 or the balance of the purchase price, he may refuse to accept the bid of such bidder or accept it provisionally until the bidder shall have satisfied him that he is in a position to pay both such amounts. On refusal of a bid under such circumstances, the property may be immediately again put up for auction.

4. 4.1 The purchaser shall immediately after the sale sign these conditions of sale after being requested by the Sheriff or the Auctioneer to do so, and if he has bought in a representative capacity, state the name and address of his principal and exhibit in his written authority. If so such authority be exhibited the highest bidder himself shall be regarded as the purchaser.

4.2 The conditions set out in 4.1 above shall not apply if Plaintiff is the highest bidder, save that Plaintiff shall sign these conditions of sale.

5. 5.1 The purchaser shall pay to the local authority or any body or person entitled thereto all such rates and taxes, levies, sanitary, electrical and water affairs, road construction charges and unpaid drainage loans and other amounts whatsoever owing to the local authority and to any other amount which must in law must be paid to procure transfer of the property and shall also pay forthwith to Plaintiff's attorneys the cost of transfer, transfer duty, licences, levies, the costs of obtaining the Masters approval, if necessary certificates under the Administration of Estates Act, clearance certificates, sanitary fees, interest and all other amounts necessary to obtain transfer of the property.

5.2 The purchaser shall be liable for and shall pay to the Sheriff the sheriff's commission reckoned at 5% (five per centum) on the first R30 000,00, 3% (three per centum) on the balance of the purchase price up to a maximum of R7 000,00 of the property sold, the cost of advertising and the costs of relating to the conditions and notices of sale.

5.3 Notwithstanding anything to the contrary to the aforesaid, the amounts payable in terms of Clause 5.1 shall be paid to the Plaintiff's Attorneys and the amount payable in terms of Clause 5.2 shall be paid to the Sheriff immediately after the sale.

6. Neither Plaintiff, the Sheriff nor the auctioneer gives any warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots. The property sold in accordance with the title deed and diagrams, if any, and neither Plaintiff, the Sheriff nor the Auctioneer warrants the area thereof. They shall not be liable for any deficiency therein nor shall Plaintiff or the Defendant be entitled benefit by any excess which may exist. The property is further sold in accordance with the conditions and servitudes, if any, set forth in the original and subsequent deeds of transfer and to all such other conditions as may exist in respect thereof.

The Sheriff shall not be obliged to point out any boundaries, pegs or beacons in respect of the property.

7. 7.1 The purchase price shall be paid as to 10% (ten per centum) thereof in cash or by deposit-taking and institution guaranteed cheque at the time of the sale and the full balance thereof together with interest at the current rate of 17,25% per annum calculated on the amount of Plaintiff's claim (and in the event of there being any Mortgage Bond holder and also the interest payable upon such Mortgage Bond holder's claim) from the date of sale to the date of transfer shall be secured by a deposit-taking institution guarantee in a form acceptable to Plaintiff's conveyancers. The guarantee shall be delivered by the purchaser to the Sheriff or upon the Sheriff's instructions to Plaintiff's conveyancers within 14 (fourteen) days of the date of sale and shall provide for the payment of the full balance and any such interest payable as aforesaid provided that if Plaintiff be the purchaser then no deposit or guarantee will be necessary and Plaintiff shall pay the full purchase price, plus interest, to the Sheriff against transfer.

7.2 Possession of the property, subject to any existing tenancies, (save as hereinafter provided) shall be given and taken against transfer. In the event of the property being sold for a sum insufficient to cover the Plaintiff's preferent claim and any amount due to the holder for any mortgage bond registered over the property prior to the date of any lease over this property, then, in such circumstances, the property shall immediately be resold free of any such lease. There shall be no obligation on the Sheriff or anyone else to provide the purchaser with vacant occupation, the purchaser however being entitled to take whatever steps he may be entitled to take in order to secure vacant occupation.

7.3 Without derogating from the above it is agreed that, should the purchase price be less than the amount of Plaintiff's claim, that the purchaser will only be liable for the payment of the interest of the purchase price at the rate payable to Plaintiff on its claim.

7.4 Should Plaintiff be the highest bidder it is agreed that Plaintiff will not pay the deposit referred to in paragraph 7.1 above. The duties of the purchaser referred to above shall not apply to Plaintiff as purchaser but will apply to the nominee of Plaintiff as set out hereinafter. The time limit set out above with regard to the compliance with duties of the purchaser will be calculated from date of the nomination referred to hereinafter.

7.5 Plaintiff reserves the right, in the event of a nominee taking transfer of the property, to waive the compliance with any condition herein which relates to a right of Plaintiff, in the full and absolute discretion of Plaintiff.

8. The purchaser shall be responsible for insurance premiums in respect of any insurance of improvements upon the aforesaid property which falls due after signature by the purchaser to these conditions. Should any improvement not be insured, the Sheriff may require that the purchaser insure the improvements at his own expense, failing which the Sheriff may do so at the purchasers expense.

9. The sale and delivery of the property herein to the transferee will be deemed to be a private supply and not a sale by the Defendant in the cause of his/her its enterprise. Irrespective of anything to the contrary herein it is agreed, should any value added tax be payable, that the purchaser will be liable for such payment.

10. 10.1 Should the purchaser fail to comply with any of the conditions hereinbefore set out then in such event the sale shall, at the election of Plaintiff be cancelled by notice in writing sent by the Sheriff to the purchaser. Such notice shall be sent to the purchaser at the address of the property hereby sold whether or not the purchaser is in occupation of such premises, or alternatively, at the election of the Sheriff, to the purchaser at any other address which may previously have been nominated by the purchaser.

10.2 In the event of the sale being cancelled as aforesaid the purchaser shall forfeit for the benefit of Plaintiff such deposit as pre-estimated and liquidated damages.

10.3 Notwithstanding anything to the contrary herein contained, Plaintiff shall have the right to recover from the purchaser any loss whatsoever which it may sustain as a result of the breach by the purchaser of any of the conditions herein. Such loss shall be deemed to include but shall not be necessarily be restricted to the amount by which the selling price to the purchaser exceeds the selling price obtained at any subsequent sale of the property by the Sheriff of all costs of whatsoever nature relating to the sale and any subsequent sale of the property (save insofar as such costs may be recovered from any subsequent purchaser).

10.4 Should any loss be sustained as a result of the cancellation hereof then such loss shall be deemed to have been sustained by Plaintiff notwithstanding that Plaintiff is not a party to this deed of sale and plaintiff shall thereupon have the right to take any action to recover any amounts as contemplated in terms of the foregoing.

10.5 Should the Plaintiff fail to advise the Sheriff of the contrary within three (3) days of the signing hereof, Plaintiff shall be deemed to have accepted the benefits herein conferred upon it.

11. Transfer shall be given as soon as possible after the sale or after the nomination of the purchaser by Plaintiff and after compliance with these conditions and shall be passed by Plaintiff's conveyancers.

12. Any notice to be given to the purchaser in terms of these conditions shall be deemed to have been delivered to him if address to him by prepaid registered post at the property hereby purchased, which property the purchaser hereby chooses for his *domicilium citandi et executandi* for all purposes hereunder.

13. The property will be subject to the terms of section 3 of the Limitation of Finance Charges Act, Act 90 of 1980, as amended.

14. Should the judgment and/or writ of execution against the Defendant or the sale in execution be set aside, for whatever reason, it is agreed with and acknowledged by the purchaser that he will have no right of recourse of whatever nature relating to such rescission except that the purchaser will be entitled to repayment, without interest, of those monies by him in respect of the purchase price and in respect of the auctioneer's costs, in the event of such rescission.

15. It is recorded that, should Plaintiff be the highest bidder, the following conditions will apply:

15.1 The Plaintiff will make payment to the Local Authority in respect of all rates and taxes due in respect of the property hereby sold, within thirty (30) days from date hereof and will maintain such payment until a nominee has been appointed in terms hereof.

15.2 Such purchase by Plaintiff will be on the basis that Plaintiff will buy for a nominee which nominee will be regarded as the purchaser in terms hereof.

15.3 This agreement will be binding upon Plaintiff only if Plaintiff should not nominate a purchaser within twelve (12) months from date hereof. Such nominated purchaser will accept the nomination by way of his signature as indicated below.

15.4 The nominee must pay to Plaintiff, over and above the terms of these conditions, an amount of R before date of registration of the transfer of the property in the name of the nominee as compensation of his/her/its nomination. The nominee accepts liability to pay any transfer duty which may be payable with regard to such additional payment to Plaintiff.

Case No. 34353/97

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

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

In pursuance of a judgment in the Court of the Magistrate of Wynberg, the following will be sold in execution on 16 January 2002, 14H00 on site, to the highest bidder:

Erf 76148, Cape Town at Southfield, Cape, 687 square metres, held by Deed of Transfer T14174/90, situate at 2 Andrew Road, Southfield, single dwelling under tiled roof consisting of 4 bedrooms, lounge, kitchen, 2 bathrooms/toilets, double garage and granny flat.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and of the Title Deeds insofar as these are applicable.

2. A deposit of ten percent of the purchase price shall be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale.

3. The balance (plus interest at the current rate of 20.00% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.

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

5. The full conditions of Sale which will be read out by the Auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Cape Town on this 27 November 2001.

C & A Friedlander Inc., Judgment Creditor's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L SILVERWOOD/202281.)

Saak No. 1180/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen BREDASDORP MUNISIPALITEIT, Eiser, en D. SALVIER, Verweerder

Ingevolge 'n Vonnis gelewer op 1 Desember 1999, in die Bredasdorp Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 25 Januarie 2002 om 11:00 vm te Landdroskantoor, Langstraat, Bredasdorp, aan die hoogste bieder:

Beskrywing: Erf 3968, Bredasdorp, geleë in die Munisipaliteit en Afdeling Bredasdorp, Provinsie Wes-Kaap, Erfnommer 3968, groot 209.

Eiendomsadres: Vygielaan 10, Bredasdorp.

Verbeterings: Die eiendom is verbeter met 'n woonhuis.

Soos gehou deur die skuldenaar kragtens Akte van Transportnommer T102311/98.

Vernaamste voorwaardes: Tien persent (10%) van die koopprys van die eiendom tesame met die Baljekommissie, moet onmiddellik na die veiling betaal word. Die balans-koopprys, tesame met rente bereken vanaf die datum van verkoping tot die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapswaarborg wat binne veertien (14) dae na die verkoping, ingedien moet word by die Eiser se Prokureur.

Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Distrik van Bredasdorp, Kerkstraat, Bredasdorp.

Gedateer te Bredasdorp op 28/11/01.

L. le Riche, vir Luttig & Seun, Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280. (Verw. Z10838.PT.)

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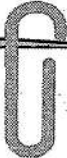
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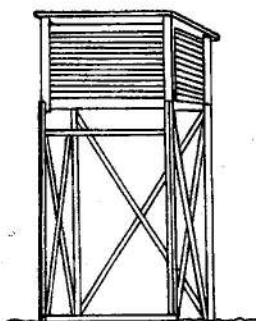
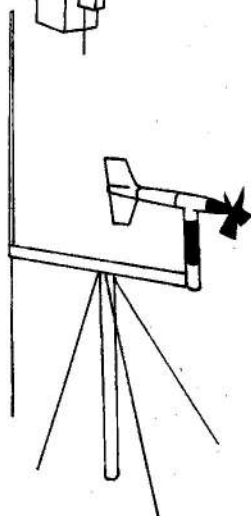
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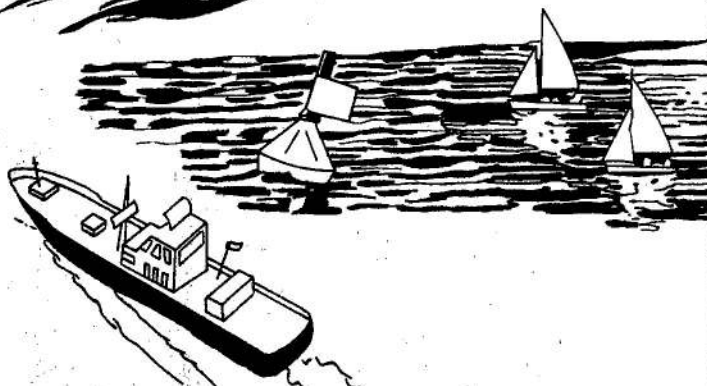
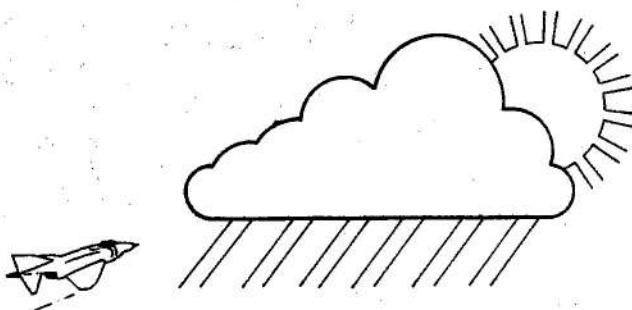
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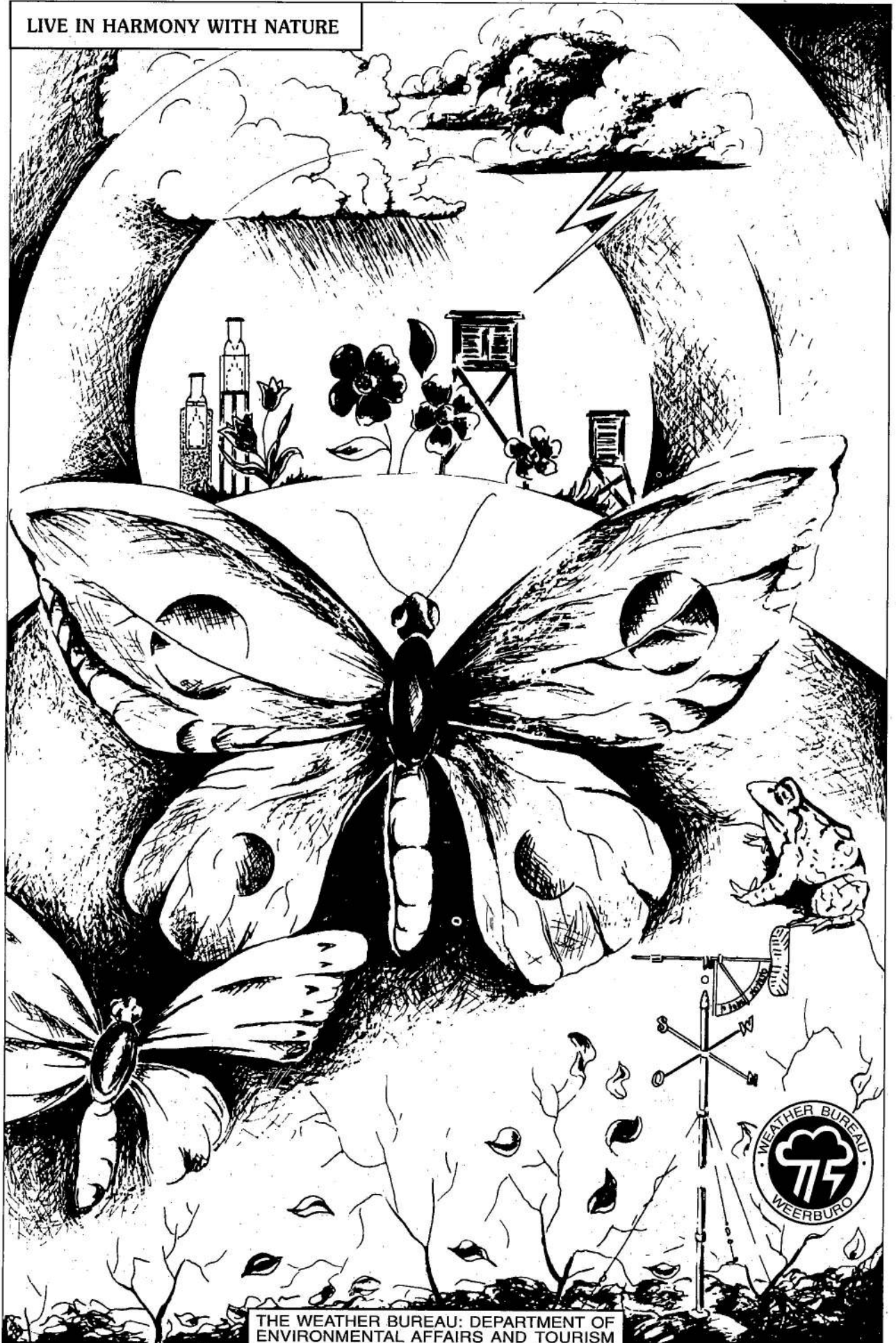


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