Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID-AFRIKA

Vol. 439 Pretoria, 4 January Januarie 2002 No. 22996

B

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

TABLE OF CONTENTS

LEGAL NOTICES

		Page
SALES IN EXECUTION AND OTHER PUBLIC SALES		9
Sales in execution:		
Provinces:	Gauteng	9
	Eastern Cape	104
	Free State	113
	KwaZulu-Natal	127
	Mpumalanga	164
	Northern Cape	177
	Northern Province	180
	North West	194
	Western Cape	202
Public auctions, sales and tenders		256
Provinces:	Gauteng	256

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

	Bladsy
GEREGTELIKE EN ANDER OPENBARE VERKOPE	9
Geregtelike verkope:	
Provinsies: Gauteng	9
Oos-Kaap	104
Vrystaat	113
KwaZulu-Natal	127
Mpumalanga	164
Noord-Kaap	177
Noordelike Provinsie	180
Noordwes	194
Wes-Kaap	202
Openbare veilings, verkope en tenders	256
Provinsies: Gauteng	256

IMPORTANT ANNOUNCEMENT

Closing times PRIOR TO PUBLIC HOLIDAYS for LEGAL NOTICES GOVERNMENT NOTICES 2002

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

- **14 March,** Thursday, for the issue of Friday **22 March 2002**
- **20 March,** Wednesday, for the issue of Friday **28 March 2002**
- **27 March,** Wednesday, for the issue of Friday **5 April 2002**
- **25 April,** Thursday, for the issue of Friday **3 May 2002**
- **13 June,** Thursday, for the issue of Friday **21 June 2002**
- **1 August,** Thursday, for the issue of Thursday **8 August 2002**
- **8 August,** Thursday, for the issue of Friday **16 August 2002**
- **19 September,** Thursday, for the issue of Friday **27 September 2002**
- **12 December,** Thursday, for the issue of Friday **20 December 2002**
- **17 December,** Tuesday, for the issue of Friday **27 December 2002**
- **23 December,** Monday, for the issue of Friday **3 January 2003**

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

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

BELANGRIKE AANKONDIGING

Sluitingstye VOOR VAKANSIEDAE vir WETLIKE KENNISGEWINGS GOEWERMENTSKENNISGEWINGS 2002

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

- **14 Maart,** Donderdag, vir die uitgawe van Vrydag **22 Maart 2002**
- **20 Maart,** Wednesday, vir die uitgawe van Vrydag **28 Maart 2002**
- **27 Maart,** Wednesday, vir die uitgawe van Vrydag **5 April 2002**
- **25 April,** Donderdag, vir die uitgawe van Vrydag **3 Mei 2002**
- **13 Junie,** Donderdag, vir die uitgawe van Vrydag **21 Junie 2002**
- **1 Augustus,** Donderdag, vir die uitgawe van Donderdag **8 Augustus 2002**
- **8 Augustus,** Donderdag, vir die uitgawe van Vrydag **16 Augustus 2002**
- **19 September,** Donderdag, vir die uitgawe van Vrydag **27 September 2002**
- **12 Desember,** Donderdag, vir die uitgawe van Vrydag **20 Desember 2002**
- **17 Desember,** Dinsdag, vir die uitgawe van Vrydag **27 Desember 2002**
- **23 Desember,** Maandag, vir die uitgawe van Vrydag **3 Januarie 2003**

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
N.B.: 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:	
Short notices: 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
Long notices: Transfers, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations	288,00
LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES	66,00
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
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 *nisi*	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 Number: 2001/6448
PH 507 (B43) DX308 JHB

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

In the matter between: UNIBANK LIMITED, Execution Creditor, and YENDE: BHEKI BENNETT, Execution Debtor

In terms of a Judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned matter, a Sale will be held on Friday the 11th January 2002 at 11h00 at the offices of the Sheriff of the High Court, Brakpan, at 439 Prince George Avenue, Brakpan of:

Certain: Erf 100, Sallies Village, Brakpan, Registration Division I.R., Province of Gauteng.

Situated at: 14 Fish Street, Sallies Village, Brakpan.

Measuring: 1120 (one thousand one hundred and twenty) square metres.

Held by: Deed of Transfer Number T54050/1995.

Bondholder: Unibank Limited (Mortgage Bond Number B58853/1995).

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

Main building:

Conditions of building: Reasonable.

Description of building: Single storey residence.

Construction of building: Brick/plastered and painted.

Condition of roof: Corrugated zinc sheet—pitched roof.

Apartments: Lounge, dining room, kitchen, 3 bedrooms, bathroom, separate toilet.

Out buildings:

Conditions of building: Reasonable.

Description of building: Single storey outbuilding.

Construction of building: Brick which is painted.

Condition of roof: Corrugated zinc sheet—pitched roof.

Apartments: 1 outer room, outer toilet, single garage.

Fencing: 4 sides diamond mesh fencing.

zoning Certificate:

Zoned: Residential 1.

Cover: 60%.

Heights: (HO) two storeys.

Build line: 5 meter.

The sale will be held on the conditions to be read out by the Auctioneer and these conditions may be examined at the offices of the Sheriff of the High Court, Brakpan, during office hours, at 439 Prince George Avenue, Brakpan, or at the offices of the Execution Creditor's Attorneys, Messrs Blakes Maphanga Incorporated, 14 Plein Street, Johannesburg.

Dated at Johannesburg on this the 1st day of November 2001.

(sgd) C J Jacobs, Blakes Maphanga Inc., Attorneys for Execution Creditor, 14 Plein Street, P O Box 5315, Johannesburg, 2000. Tel.: (011) 491-5500. Ref.: JU082/275/C J Jacobs/hc.

Case No: 13773/2001

HIGH COURT OF SOUTH AFRICA
(Tvl Prov Div)

NEDCOR BANK LTD, Plaintiff, and LOUISE DIANE VAN DER MERWE, Defendant

Take notice that on the instructions of Stegmanns Attorneys, Tel: (012) 342-6430—Unit no. 3 as shown and more fully described on Sectional Title Plan No. SS258/85 in the scheme known as Lorandia Woonstelle in respect of ground and building/buildings situate at Ptn 8 of Erf 107, Daspoort Township—Measuring 76 m²—situate at 13 Lorandia Flats, 832 Taljaard

Street, Daspoort, Pretoria—Improvements—2 Bedrooms, 1 Bathroom, 1 Kitchen, 1 Lounge—Zoning: Special Residential (particulars are not guaranteed) will be sold in Execution to the highest bidder on 17th January 2002 at 10h00 by the Sheriff of Pretoria West at 603 Olivetti House, C/o Schubart & Pretorius Street, Pretoria. Conditions of sale may be inspected at the Sheriff, Pretoria West at 603 Olivetti House, C/o Schubart & Pretorius Street, Pretoria.

Case No: 6278/99

HIGH COURT OF SOUTH AFRICA

(Tvl Prov Div)

NEDCOR BANK LTD, Plaintiff, and GARFIELD MATTHEWS MABITSELA, Defendant

Take notice that on the instructions of Stegmanns Attorneys, Tel: (012) 342-6430—Erf 1149, The Reeds Extension 5 Township, Registration Division JR, Province Gauteng—Measuring 1000 m²—situate at 17 Markotter Street, The Reeds Ext 5—Improvements—2 Bedrooms, 1 Bathrooms, 1 Kitchen, 1 L/room, 1 D/room, Perimeter enclosure—Zoning: Special Residential (particulars are not guaranteed) will be sold in Execution to the highest bidder on 16 January 2002 at 10h00 by the Sheriff of Pretoria South at Fehrslane Centre, 103A Struben Street, Pretoria. Conditions of sale may be inspected at the Sheriff, Pretoria South at Edenpark Building, 82 Gerhard Street, Lyttelton Agricultural Holdings, Centurion.

Case No. 290/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between BOE BANK LIMITED, Plaintiff, and IGHSAAN MOHAMED ROCKER, 1st Defendant, and FALDLAH ROCKER, 2nd Defendant

In execution of a Judgment of the Supreme Court of South Africa, Transvaal Provincial Division, in the abovementioned suit, a sale will be held by the Sheriff of Pretoria South at Fehrslane Centre, 130A Struben Street, Pretoria, on the 16 January 2002 at 10h00 of the undermentioned property of the Defendant, on the Conditions of Sale to be read out by the Auctioneer at the time of the sale:

Erf 155, situated in the township of Christoburg, Registration Division JR, Gauteng, measuring 1 569 square metres, held under Deed of Transfer No. T32028/96, known as 445 Party Street, Christoburg.

The following information is furnished, though in this regard nothing is guaranteed: *Main building:* 1 lounge, 1 dining room, 3 bedrooms, 2 bathrooms, 1 kitchen. *Outbuilding:* Servants room, w.c. *Other:* Concrete walls, fencing.

Terms: The sale is without reserve. Deposit of 10% (ten per centum) of the purchase price in cash on the day of the Sale, the balance against transfer to be secured by a Bank or Building Society Guarantee, to be approved by the attorney and to be furnished to the Sheriff, Pretoria South within fourteen (14) days after the sale.

Conditions: The Conditions of Sale may be inspected at the offices of the Sheriff, Pretoria South, Edenpark Building, 82 Gerhardt Street, Lyttelton A/H, Centurion.

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

Savage Jooste and Adams Inc., Plaintiff's Attorney, Savage Jooste and Adams House, Hadefields, 1267 Pretorius Street, Hatfield, Pretoria. (Ref. MRS KARTOUDES/YVA/64318.)

Case No. 32509/00

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LTD, Plaintiff, and GEORGE THEUNS MOORE, First Defendant, and VAUDETTE MOORE, Second Defendant

Take notice that on the instructions of Stegmanns Attorneys, Tel. (012) 342-6430—

Erf 3693, The Reeds Extension 19 Township, Registration Division IR, Gauteng Province, measuring 615 m², situated at 52 Shaw Avenue, The Reeds Ext. 19, Pretoria.

Improvements: 3 bedrooms, 2 bathrooms, 1 kitchen, 1 L/room, double garage, perimeter enclosure & paving.

Zoning: Special Residential (particulars are not guaranteed),

will be sold in execution to the highest bidder on 16 January 2002 at 10h00 by the Sheriff of Pretoria South at Fehrslane Centre, 130A Struben Street, Pretoria.

Conditions of sale may be inspected at the Sheriff Pretoria South at Edenpark Building, 82 Gerhard Street, Lyttleton Agricultural Holdings, Centurion.

Case No. 13244/01

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

In the matter between NEDCOR BANK LTD, Plaintiff, and PETRONELLA MARIA GREYLING, Defendant

Take notice that on the instructions of Stegmanns Attorneys, Tel. (012) 342-6430—

Erf 5534, Moreletapark Ext. 41, Registration Division JR, Gauteng Province, measuring 851 m², situate at 790 Mary Ethel Street, Moreletapark Ext. 41, Pretoria.

Improvements: 3 bedrooms, 2 bathrooms, 1 kitchen, 1 L/room, 1 D/room, double garage, perimeter enclosure & paving.

Zoning: Special Residential (particulars are not guaranteed),

will be sold in Execution to the highest bidder on 16 January 2002 at 10h00 by the Sheriff of Pretoria East at Fehrslane Centre, 130A Struben Street, Pretoria.

Conditions of sale may be inspected at the Sheriff Pretoria East at Fehrslane Centre, 130A Struben Street, Pretoria.

Saaknommer: 10533/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KEMPTON PARK GEHOU TE KEMPTON PARK

In die saak tussen: ABSA BANK BEPERK, Eiser, en SHEEND ZOLA PHIRI, Verweerder

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju Kempton Park, by die baljukantore te Commissionerstraat 105, Kempton Park, op die 17de dag van Januarie 2002 om 10h00 van die ondergenoemde onroerende eiendom, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar.

Sekere: Erf 1694, Norkem Park Uitb 3 Dorpsgebied, Registrasie Afdeling I.R., Provinsie van Gauteng.

Sonering: Residensiële woning.

Groot: 1 025 (een duisend vyf en twintig) vierkante meter.

Geleë te: 29 Fred Els Straat, Norkem Park, Kempton Park.

Bestaande uit: Woonhuis bestaande uit: Sitkamer, 2 badkamers, eetkamer, 2 toilette, 4 slaapkamers, kombuis, familie kamer & kroeg.

Buitegeboue: 2 Motorhuise, swembad & oprit.

Alles onder 'n teëldak.

Die eiendom is omhein met baksteen mure.

Onderhewig aan: Sekere serwitute gehou onder Titelaktenommer T38530/98.

Geen verbeteringe en/of veranderinge word gewaarborg nie.

Tersaaklike voorwaardes van verkoping is:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.

2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die Koper met datum van die verkoping, en onmiddellike inbesitneming is nie gewaarborg nie.

3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die eksekusieskuldeiser se prokureurs van rekord, op voersoek, in fondse te plaas ten einde die balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastings, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van Artikel 50 van die plaaslike Staatsordinansie (Transvaal) 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 5de dag van Desember 2001.

Van Rensburg Schoon & Cronje, No 8 Die Eike, h/v Monumentweg & Longstraat, Kempton Park. Tel: 970-1203. Verw: Mev Jacobs/P1478. Rekeningnommer: 80-4668-3771.

Case No: 01/14636
PH 507

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

In the matter between: ABSA BANK LIMITED, Execution Creditor, and BEDESIA: KELVIN ALBERT, Execution Debtor

In terms of a Judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned matter, a sale will be held on Thursday, the 17th day of January 2002 at 10h00 at the offices of the Sheriff, Johannesburg East, 69 Juta Street, Braamfontein, Johannesburg, of:

Certain property: 1) Section No. 24 as shown and more fully described on Section Plan No. SS142/92 in the scheme known as Toorak in respect of the land and building or buildings situate at Yeoville Township, Local Authority Johannesburg, of which the floor area, according to the said sectional plan is 101 (one hundred and 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 ST56955/93.

2) An exclusive use area described as Parking Bay No. P11 measuring 21 (twenty one) square metres, being as such part of the common property, comprising the land and the scheme known as Toorak, in respect of the land and building or buildings situate at Yeoville Township, Local Authority Johannesburg, as shown and more fully described on sectional plan No. SS142/92.

Held under Notarial Deed of Cession No. SK3244/93S.

Situated at: Flat 34 Toorak, 57 Webb Street, Yeoville.

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

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

The conditions may be examined at the offices of the Sheriff, Johannesburg East, (reference Mev Burger, Telephone number (011) 727-9340) or at the offices of Plaintiff's Attorneys, Messrs Blakes Maphanga Inc., 14 Plein Street, Johannesburg.

Dated at Johannesburg on this the 3rd day of December 2001.

(Signed) G Heyns, Blakes Maphanga Inc., Attorneys for the Plaintiff, 14 Plein Street, PO Box 5315, Johannesburg, 2000. Tel.: (011) 491-5500. Ref.: G Heyns/ab/A0151-39.

Saak Nr. 9813/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BEPERK, Eiser, en CHRISTOFFEL JOHANNES GROENEWALD, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal, te NG Sinodale Sentrum, Visagiestraat 234 (Andriesstraat Ingang), Pretoria op 15 Januarie 2002 om 10h00 van:

Resterende gedeelte van Gedeelte 5 van Erf 645 geleë in die dorpsgebied Rietfontein, Registrasie Afdeling J.R., Gauteng Provinsie, groot 1 145 vierkante meter, gehou krgtens Akte van Transport Nr. T63826/88 (beter bekend as 23ste Laan 894, Rietfontein, Pretoria).

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

Verbeterings: 'n Woonhuis bestaande uit 'n sitkamer, gesinskamer, eetkamer, studeerkamer, opwaskamer, kombuis, 3 slaapkamers en 1 badkamer met bad en toilet. *Buitegeboue:* 2 bediendekamers en studio.

Besigtig voorwaardes by Balju Pretoria-Sentraal, te Messcor Huis, Margarethastraat 30, Pretoria-Sentraal.

Tim du Toit & Kie. Ingelyf. (Tel. 320-6753.) (Verw. J Plescia/QJ3104/rdk.)

Case No. 1963/2001

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and Mr MAHLATHINI ELIAS MAHLALELA, Defendant

Pursuant to a judgment in the Magistrate's Court at Randfontein on 5 September 2001 and a warrant of execution dated 13 November 2001 the following property will be sold in execution to the highest bidder, on 18 January 2002 at 10h00 at the Sheriff's Office, 19 Pollock Street, Randfontein:

Lot Number 4346, Mohlakeng Ext 3, Registration Division I.Q., Gauteng, measuring 300 (three hundred) square metres, held by Certificate of Registered Grant of Leasehold TL52426/1989 (4346 Machel Crescent, Ext 3 Mohlakeng).

With the following improvements thereon in respect of which no guarantees are given:

Dwelling house consisting of: 3 x bedrooms, 1 x lounge, 1 x kitchen, 1 x bathroom, 1 x toilet, 1 x carport with brick fencing.

Conditions of sale:

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

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

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

The full conditions of sale may be perused at the office of the Sheriff at 19 Pollock Street, Randfontein.

Dated at Randfontein on this the 5th day of December 2001.

G A D du Plessis, C.J. le Roux Inc., 5 Park Street, Randfontein; P O Box 8, Randfontein, 1760. (Tel. 412-2820.) [Ref. Mr Du Plessis/cvdm/S21/2001 (b).]

Case No. 01/355
PH 507

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between STANDARD BANK OF SA LTD, Plaintiff, and MAKEKETA, THIPE SOLOMON, born 1 December 1961, 1st Defendant, and MAKEKETA, GRACE NEO, ID No. 6409080862086, 2nd Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held by the Sheriff, Johannesburg South on 17th January 2002 at 69 Juta Street, Braamfontein at 10:00 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South at 100 Sheffield Street, Turffontein prior to the sale:

Certain: Erf 2243, Glenvista Extension 4 Township, Registration Division I.R., the Province of Gauteng, held under Deed of Transfer T22449/1997, subject to the conditions contained therein and especially the reservation of mineral rights, area 879 (eight hundred and seventy nine) square metres, situated 22 Budack Avenue, Glenvista Extension 4, Johannesburg.

Improvements (not guaranteed): 1 lounge, 3 bedrooms, 2 bathrooms, 5 other, outbuilding: 2 garages, 1 servants room, 1 wc/shower, 1 games room, 1 bathroom, swimming pool, thatch, sundeck.

Zone: Residential.

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

Blakes • Maphanga Alberton, Plaintiff's Attorney. (Tel. 907-1522.) (Fax 907-2081.) (Ref Mr S Pieterse/me/AS003/1749.) (Bank Ref. 214815463.)

Case No. 01/2727
PH 507

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: STANDARD BANK OF SA LTD, Plaintiff, and GREYLING: JOHANNES FRANCOIS (ID No: 550910 5071 00 0), 1st Defendant, GREYLING: ELLIE SOPHIA (ID No: 570227 0083 08 8), 2nd Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held by the Sheriff Brakpan on 18th January 2002 at 439 Prince George Avenue, Brakpan at 11:00 of the undermentioned property of the Defendant/s on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan at 439 Prince George Avenue, Brakpan, prior to the sale:

Certain: Erf 82 Dalview Township, Registration Division I.R., the Province of Gauteng held under Deed of Transfer T6349/1987 subject to the conditions contained therein and especially the reservation of mineral rights. Area: 1 410 (one thousand four hundred and ten) square metres.

Situation: 4 Hills Road, Dalview, Brakpan.

Improvements (not guaranteed): Main Building.

Condition of building: Reasonable building facing west.

Description of building: Single storey residence.

Construction of building: Brick plastered and painted.

Construction of roof: Harvey-tiles pitched roof.

Apartments: Lounge/dining room, kitchen, 1 laundry, 4 bedrooms, 1 bathroom and 2 separate toilets.

Outbuilding

Condition of building: Reasonable.

Description of building: Single storey outbuilding(s).

Construction of building: Brick/plastered and painted.

Construction of roof: Corrugated zinc sheet—flat roof.

Apartments: 1 outer room, 1 outer toilet and single garage.

Fencing: 4 sides precast walling.

Swimming-pool: Swimming-bath is in fair condition.

Zone:

(a) Residential 1.

(b) *Height:* (HO) Two storeys.

(c) *Cover:* 60%,

(d) *Build line:* 4.57 meter.

Dated at Alberton on this the 3rd day of December 2001.

Blakes • Maphanga Alberton, Plaintiff's Attorney. Bank Ref: 211946702. Tel: 907-1522. Fax: 907-2081. Ref: Mr S Pieterse/me/AS003/1757.

Case Number: 3241/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: SASOL OIL (PTY) LTD, Plaintiff, and EPHRAIM, MONAHENG LIKOLE, Defendant

In pursuance of a judgment of the Supreme Court of South Africa, Witwatersrand Local Division dated the 22nd of June 2000 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on the 15th January 2002 at 10h00 at 1st Floor, Terrace Building, 1 Eaton Terrace Str, New Redruth, Alberton to the highest bidder. The conditions of sale will be read out by the Auctioneer at the time of the sale and same can be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

Certain: Erf 392, Moseleke Township, Registration Division IR, measuring 279 (two hundred and seventy nine) square metres, held by Deed of Transfer No TL7926/1986.

Zoning: Residential.

Improvements reported (which is not warranted to be correct and are not guaranteed): *Main building:* Tiled kitchen, two bedrooms, dining room. *Outside buildings:* Two back yard rooms with bathroom, one outside toilet, one garage.

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

2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within fourteen (14) days after the date of sale.

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

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fee (if any), taxes or other charges to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the office of the Acting Sheriff, 1st Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton.

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

Pagel & Schulenburg, 3rd Floor, 158 Jan Smuts Avenue, Rosebank; P.O. Box 1588, Parklands, 2121. [Tel: (011) 880-1778.] (Ref: A. Pagel/do/I02429.)

Saaknommer: 21839/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en CHARLES LAWRENCE BELLAMY, 1ste Verweerder, en ROSWITHA URSULA ERNA BELLAMY, 2de Verweerder

'n Verkoping sal plaasvind te NG Sinodale Sentrum, Visagiestraat 234, Pretoria op 15 Januarie 2002 om 10h00.

'n Eenheid bestaande uit:

(a) Deel no 17 soos getoon en vollediger beskryf op Deelplan No SS148/81 in die skema bekend as Capitol Hill ten opsigte van die grond of gebou of geboue geleë te Gedeelte 2 van Erf 655 Muckleneuk dorpsgebied, Plaaslike Bestuur: Stadsraad van Pretoria van welke deel die vloeroppervlakte volgens voormelde deelplan 92 (twee en negentig) vierkante meter groot is; en

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

Gehou kragtens Akte van Transport ST11223/97.

Ook bekend as Capitol Hill 203, Walkerstraat 345, Muckleneuk.

Besonderhede word nie gewaarborg nie en is soos volg: Sit/eetkamer, kombuis, studeerkamer, 2 slaapkamers, badkamer, afdak.

Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae te Messcorhuis, Margarethastraat 30, Pretoria.

Geteken te Pretoria op hierdie 3 dag van Desember 2001.

(get) S White, vir Wilsenach van Wyk Goosen & Bekker, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel: 322-6951.) (Verw: Mev Kasselman/SB2077.)

Saaknommer: 21025/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING

In die saak tussen FIRSTRAND BANK LIMITED, Eksekusieskuldeiser, en MODISE JOSEPH MOSIA en TITI ROSINA MOSIA, Eksekusieskuldenaars

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer die 4de Desember 2001 sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op die 18de dag van Januarie 2002 by die kantore van die Landdroshof, Genl. Hertzog Straat, Vanderbijlpark om 10h00.

Beskrywing: Erf 407 Vanderbijlpark Central West 6 Dorpsgebied, Registrasie Afdeling I.Q., Provinsie Gauteng, groot 650 (seshonderd en vyftig) vierkante meter.

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

Die straat adres is: 44 Fordstraat, CW 6., Vanderbijlpark.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshowe Wet nr 32 van 1944 en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die Akte/s van Transport, en sal verkoop word aan die hoogste bieder.

2. Die Koper sal aan die Balju 10% van die koopprys betaal onmiddellik na die ondertekening van die verkoopsvoorwaardes en hom ook voorsien van 'n Bank- of Bouverenigingswaarborg binne (14) veertien dae vanaf die datum van die verkoop vir die balans van die koopprys.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlings moet met die Eksekusieskuldeiser getref word vir die verkoping.

4. Die volledige verkoopsvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 5de dag van Desember 2001.

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

Saaknommer: 20721/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING

In die saak tussen FIRSTRAND BANK LIMITED, Eksekusieskuldeiser, en MAGDALENA CATHRINA MARITZ, Eksekusieskuldenaar

Ter uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer die 22ste November 2001 sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op die 11de dag van Januarie 2002 by die kantore van die Landdroshof, Genl. Hertzogstraat, Vanderbijlpark om 10h00.

Beskrywing:

Erf 171 Vanderbijl Park Central West 4 Township, Registrasie Afdeling I.Q., Provinsie Gauteng, groot 854 (agthonderd vier en vyftig) vierkante meter.

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

Die straat adres is: 13 Arnoldus Pannevis Straat, CW2., Vanderbijlpark.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshowe Wet nr 32 van 1944 en eie Reëls daaronder uitgevaardig, die voorwaardes bevat in die Akte/s van Transport, en sal verkoop word aan die hoogste bieder.

2. Die Koper sal aan die Balju 10% van die koopprys betaal onmiddellik na die ondertekening van die verkoopsvoorwaardes en hom ook voorsien van 'n Bank-of Bouverenigingwaarborg binne (14) veertien dae vanaf die datum van die verkoop vir die balans van die koopprys.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlings moet met die Eksekusieskuldeiser getref word vir die verkoping.

4. Die volledige verkoopsvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 27ste dag van November 2001.

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

Saak No. 21027/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen FIRSTRAND BANK LIMITED, Eksekusieskuldeiser, en JOHAN VAN ROOYEN, en MAGDALENA CATHERINA FREDRIKA VAN ROOYEN, Eksekusieskuldenaars

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 4 Desember 2001, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op die 16de dag van Januarie 2002 by die kantore van die Balju, Krugerlaan 34a, Vereeniging, om 10h00:

Beskrywing: Erf 1545, in die dorpsgebied Three Rivers, Extension 2, Registrasie Afdeling I.Q., Provinsie Pretoria-Witwatersrand-Vereeniging, groot—1 685 (eenduisend seshonderd vyf-en-tagtig) vierrkante meter.

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

Die straadadres is: Genl. Hertzogstraat 243, Drie Riviere, Vereeniging.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshowe Wet, No. 32 van 1944, en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die Akte/s van Transport, en sal verkoop word aan die hoogste bieder.

2. Die koper sal aan die Balju 10% van die koopprys betaal onmiddellik na die ondertekening van die verkoopsvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne (14) veertien dae vanaf die datum van die verkoop vir die balans van die koopprys.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlings moet met die Eksekusieskuldeiser getref word vir die verkoping.

4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 4de dag van Desember 2001.

(Get.) E. H. Lyell, vir Steyn Lyell & Marais, Steyn Lyell & Maraisgebou, Lesliestraat 21 (Posbus 83), Vereeniging. [Tel. (016) 421-4471.] (Verw. mev. Harmse.)

Saak No. 25673/1998

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en ERF 405 GARSFONTEIN BK, Eerste Eksekusieskuldenaar, en DEREK THOMAS FLAXMAN, Tweede Eksekusieskuldenaar

'n Eksekusieverkoping word gehou deur die Balju-Hooggeregshof, Pretoria-Oos, te Fehrslane Sentrum, Strubenstraat 130A, Pretoria, op 16 Januarie 2002 om 10h00, van:

Erf 405, Garsfontein Dorpsgebied, Registrasie Afdeling J.R., Gauteng Provinsie, groot 1 240 vierkante meter, gehou kragtens Akte van Transport T4912/93.

(Beter bekend as Windsorweg 650, Garsfontein).

Besonderhede van die eiendom en die verbeterings daarop word hiermee verskaf maar nie gewaarborg nie: Besigheid met verskeie lokale en kleedkamers, gepleisterde en geverfde mure en staandak met teëls. Die eiendom is omhein.

Besigtig verkoopsvoorwaardes deur Balju, Pretoria-Oos.

Tim du Toit & Kie. Ingelyf. [Tel. (012) 320-6753.] (Verw. mnr. Streicher/ch/QJ5064.)

Saak No. 69358/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen DIE BEHERENDE LIGGAAM VAN SUNNY VILLA REGSPERSOON, Eiser, en L. MALAN N.O., Eerste Verweerder, en G. D. VAN WYK N.O., Identiteitsnommer 3994/94, Tweede Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 13 Julie 2001 en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op Dinsdag, die 15de Januarie 2002 om 10h00, te Visagiestraat 234, Pretoria, te wete:

1. a. *Akteskantoorbeskrywing:* SS Sunny Villa, Eenheid 40, Woonstel No. 508, soos getoon en vollediger beskryf op Deelplan SS118/85, in die gebou bekend as Sunny Villa, geleë te die resterende gedeelte van Erf 821, Pretoria Plaaslike Owerheid, Metropolitanse Sub Struktuur, van welke deel met die vloeroppervlakte, volgens genoemde Deelplan 78 (agt-en-sewentig) vierkante meter groot is.

b. 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Geregistreerde Titel No. ST72134/1996.

c. *Straatadres:* Sunny Villawoonstel No. 508, Joubertstraat 110, Sunnyside, Pretoria.

d. Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: 1 $^1/_2$ slaapkamer, 1 badkamer, 1 toilet, kombuis en 1 sit-/eetkamer.

2. *Verkoopvoorwaardes:*

2.1 Die eiendom sal verkoop word, sonder reserwe aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig aasook die Reëls daarkragtens neergelê.

2.2 10% (tien persent) van die koopprys sal betaalbaar wees in kontant op die dag van die verkoping.

2.3 Die volledige verkoopsvoorwaardes lê vir inspeksie ter insae te Messcor Huis, Margarethastraat 30, Pretoria-Sentraal, en sal deur die Balju voor die verkoping uitgelees word.

2.4 Die eiendom word verkoop onderworpe aan die terme en voorwaardes soos neergelê in die titelvoorwaardes van die eiendom.

Geteken te Pretoria op hede die 14de dag van November 2001.

E. Y. Stuart Ingelyf, Prokureur vir Eiser, Eerste Vloer, Edward Chambers, Paul Krugerstraat 336, Pretoria. [Tel. (012) 322-2401.] (Verw. C. M. Neuhoff/BS/16231.)

Saaknr. 17301/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en LOUIS FRANCOIS JACQUES VAN DER MERWE, Eksekusieskuldenaar

'n Eksekusieverkoping word gehou deur die Balju, Hooggeregshof, Pretoria Sentraal, te 234 Visagiestraat, Pretoria, op 15 Januarie 2002 om 10h00, van:

'n Eenheid bestaande uit:

(a) Deel 19, soos getoon en vollediger beskryf op Deelplan SS617/1993 in die skema bekend as Eikehof, ten opsigte van die grond en gebou of geboue geleë te Erf 1382, Sunnyside, Plaaslike Bestuur: Stad Tshwane, van welke deel die vloeroppervlakte volgens gemelde deelplan 51 vierkante meter groot is; en

(b) 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegeken in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken; gehou kragtens Akte van Transport ST36523/94 (beter bekend as Eikehof 302, Bourkestraat 58, Sunnyside, Pretoria).

(c) Uitsluitlike gebruiksgebied beskryf as Parkering P76, groot 14 vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom bevattende die grond en gebou of geboue bekend as Eikehof geleë te Sunnyside, Plaaslike Bestuur: Stad Tshwane, soos aangetoon en vollediger beskryf op die deelplan van Eikehof en gehou kragtens Akte van Sessie van Uitsluitlike Gebruiksgebied SK2836/94S.

Besonderhede van die eiendom en die verbeterings daarop word hiermee verskaf maar nie gewaarborg nie. Woonstel met sit/eetkamer, oopplankombuis met ingeboude kaste, 1 slaapkamer met ingeboude kaste, badkamer/toilet, onderdak parkering Nr 76.

Besigtig verkoopsvoorwaardes deur Balju, Pretoria Sentraal.

Tim Du Toit & Kie Ingelyf. (Tel: 320-6753.) (Verw: Mnr Streicher/ch/PF0031.)

Saaknr. 16885/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en GERHARD JOHANNES LOGGENBERG, Eerste Eksekusieskuldenaar, en JOHANNA FRANCINA CECILIA LOGGENBERG, Tweede Eksekusieskuldenaar

'n Eksekusieverkoping word gehou deur die Balju, Hooggeregshof, Pretoria Wes, te Olivettigebou 603, h/v Schubart & Pretoriusstraat, Pretoria, op 17 Januarie 2002 om 10h00, van:

Gedeelte 1 van Erf 1298, in die dorpsgebied van Pretoria, Registrasieafdeling J.R., Gauteng Provinsie, groot 691 vierkante meter, gehou kragtens Akte van Transport T111924/1998 (beter bekend as Retiefstraat 395, Pretoria Wes).

Besonderhede van die eiendom en die verbeterings daarop word hiermee verskaf maar nie gewaarborg nie: *Verbeterings:* Woonstel met geverfde mure, sink staandak, 3 slaapkamers, sitkamer, kombuis, badkamer, eetkamer en aparte toilet. Die buitegeboue bestaan uit 1 garage, buite kamer & toilet, toegeruste boorgat en betonmure.

Besigtig verkoopsvoorwaardes deur Balju, Pretoria Wes.

Tim Du Toit & Kie Ingelyf. [Tel: (012) 320-6753.] (Verw: Mnr Streicher/ch/PO0017.)

Case No: 01/19353
PH 507

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: ABSA BANK LIMITED, Execution Creditor, and SAMUELS: FRANK RICHARD, Execution Debtor

In terms of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned matter, a sale will be held on Thursday, the 17th day of January 2002 at 10h00 at the offices of the Sheriff, Johannesburg East, 69 Juta Street, Braamfontein, Johannesburg, of:

Certain property: Section No. 10, as shown and more fully described on Section Plan No. SS115/85, in the scheme known as Charel Court, in respect of the land and building or buildings situate at Bellevue Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan is 106 (one hundred and six) 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 ST11293/92, situated at Flat 11, Charel Court, 58 & 60 St Georges Street, Bellevue, Johannesburg.

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

Consisting of: Entrance hall, lounge, dining room, kitchen, bathroom, separate w.c., 3 x bedrooms.

The conditions may be examined at the offices of the Sheriff, Johannesburg East (reference: Mev Burger, Telephone number (011) 727-9340) or at the offices of Plaintiff's Attorneys, Messrs Blakes Maphanga Inc., 14 Plein Street, Johannesburg.

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

G Heyns, Blakes Maphanga Inc., Attorneys for the Plaintiff, 14 Plein Street, PO Box 5315, Johannesburg, 2000. [Tel: (011) 491-5500.] (Ref: G Heyns/ab/A0151-53.)

Case No: 1842/2001

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

In the matter between: PLASTIPROFILE (PROPRIETARY) LTD, Plaintiff, and DUNCAN SWAIN, Defendant

In pursuance of a judgment in the Magistrate's Court for the district of Boksburg on the 13th June 2001 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on the 18th January 2002 at 11h15 am at the Sheriff's office at 182 Leeuwpoort Street, Boksburg, to the highest bidder.

Certain: Erf 667, Freeway Park Extension 1 Township, situate on 33 Libertas Street, in the Township of Freeway Park, District of Boksburg, measuring 1 102 (one thousand one hundred and two) square metres, known as 33 Libertas Street, Freeway Park, Boksburg.

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

Building built of brick and plaster with tiled roof comprising entrance hall, lounge, dining room, family room, kitchen, four bedrooms, two bathrooms, two toilets. *Outbuildings:* Two garages and swimming pool.

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 office of the Sheriff of the Court, Boksburg.

Dated at Boksburg on this the 29th of November 2001.

J Matthee, for Malherbe Rigg & Ranwell, 650 Trichardt Road, Beyerspark, Boksburg. (Tel: 918-4116.) (Ref: BE010007/Mrs Dippenaar.)

Case No. 33464/99

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: STANDARD BANK OF SA LIMITED (62/00738/06), Plaintiff, and SIBOZA, PHILLIP JOHN, ID. 5411205307089, First Defendant, and SIBOZA, SABETHE, ID. 6008100444089, Second Defendant

In pursuance of a judgment of the abovementioned Court and a writ for execution, the undermentioned property will be sold in execution on Thursday, 17 January 2002 at 10:00, by the Sheriff of the High Court, Cullinan, held at Shop No. 1, Fourways Shopping Centre, Cullinan, to the highest bidder:

Erf 3485, Mahube Valley Extension 3 Township, Registration Division: J.R., Province of Gauteng, in extent 232 square metres, held under Deed of Transfer No. T125177/98.

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 3485, Mahube Valley Extension 3, District Cullinan.

Improvements: Dwelling consisting of a lounge, kitchen, 2 bedrooms, bathroom with toilet.

Reserve 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, Cullinan, at Shop No. 1, Fourways Shopping Centre, Cullinan.

Signed at Pretoria on the 4th 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/S1234/1367.)

Case No: 01/18090
PH 507

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: ABSA BANK LIMITED, Execution Creditor, and MOHODI, ELIZABETH, in her capacity as Executor of the estate late J WILLIES, Execution Debtor

In terms of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned matter, a sale will be held on Tuesday, the 15th day of January 2002 at 10h00 at the offices of the Sheriff, Alberton, 1st Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, of:

Certain property: Erf 769, Eden Park Extension 1 Township, Registration Division I.R., in the Province of Gauteng, measuring 300 (three hundred) square metres, held under Deed of Transfer T41065/89 and subject to the conditions contained therein and especially to the reservation of mineral rights, situated at 19 Passat Street, Eden Park, Alberton.

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

Consisting of: Lounge, 3 bedrooms, bathroom/w.c., kitchen.

The conditions may be examined at the offices of the Sheriff, Alberton [Ref: Anita, Tel: (011) 907-9498] or at the offices of Plaintiff's Attorneys, Messrs Blakes Maphanga Inc., 14 Plein Street, Johannesburg.

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

G Heyns, Blakes Maphanga Inc., Attorneys for the Plaintiff, 14 Plein Street, PO Box 5315, Johannesburg, 2000. [Tel: (011) 491-5500.] (Ref: G Heyns/ab/JA402-15.)

Case No: 24427/2001

HIGH COURT OF SOUTH AFRICA

(Tvl Prov Div)

NEDCOR BANK LTD, Plaintiff, and PHILLIP CHRISTIAAN DU PREEZ, Defendant

Take notice that on the instructions of Stegmanns Attorneys, Ref: Mr Glen/G3061/01, Tel: (012) 342-6430—Portion 611 (Portion of Portion 74) of the farm Rietfontein 375, Registration Division JR, Gauteng Province—Measuring 1.0000 hectare—situate at 90 Jolifyring Road, Mooikloof, Pretoria—Improvements—Vacant Land—Zoning: Agricultural Holding (particulars are not guaranteed) will be sold in Execution to the highest bidder on 16 January 2002 at 10h00 by the Sheriff of Pretoria East at Fehrslane Centre, 103A Struben Street, Pretoria. Conditions of sale may be inspected at the Sheriff, Pretoria East at Fehrslane Centre, 103A Struben Street, Pretoria.

Case No: 23091/2001

HIGH COURT OF SOUTH AFRICA

(Tvl Prov Div)

NEDCOR BANK LTD, Plaintiff, and BAREND MARTHINUS VAN STADEN, First Defendant, and JOHANNA SUSANNA ELIZABETH VAN STADEN, Second Defendant

Take notice that on the instructions of Stegmanns Attorneys, Ref: Mr Glen/G3272/00, Tel: (012) 342-6430—Portion 2 of Erf 142, Claremont, Pretoria Township, Registration Division JR, Gauteng Province—Measuring 1276 m²—situate at 871 Boekenhoutkloof Street, Claremont, Pretoria—Improvements—3 Bedrooms, 1 Bathroom, 1 Kitchen, 1 Pantry, 1 L/room, S/Garage, S/Quarters, Concrete paving, Walling—Zoning: Special Residential (particulars are not guaranteed) will be sold in Execution to the highest bidder on 17 January 2002 at 10h00 by the Sheriff of Pretoria West at 603 Olivetti Building, Cor Schubart & Pretorius Street, Pretoria. Conditions of sale may be inspected at the Sheriff, Pretoria West at 603 Olivetti Building, Cor Schubart & Pretorius Streets, Pretoria.

Saak Nr. 17511/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

Transvaalse Provinsiale Afdeling

In die saak tussen: SAAMBOU BANK BEPERK, Vonnisskuldeiser, en MATHUDI KATHLEEN RAMATSUI (N/O), Vonnisskuldenaar

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika (TPA), en 'n Lasbrief gedateer 18 Oktober 2001 sal die volgende eiendom verkoop word in eksekusie op 24 Januarie 2002 om 10:00 te Olivetti Gebou 603, h/v Pretorius & Schubart Strate, Pretoria nl:

Erf 6420, Atteridgeville Dorpsgebied.

Geleë te: Huis 67, Mathobela Atteridgeville.

Groot: 575 vkm.

Verkoopsvoorwaardes:

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 Verkoopsvoorwaardes 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: 1 sitkamer, 1 eetkamer, 3 slaapkamers, 1 badkamer, 1 toilet, 1 kombuis, 1 motorhuis, 2 stoorkamers.

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 verkoopsvoorwaardes sal deur die Balju, Pretoria Noord Wes van hierdie Hof uitgelees word voor die verkoping en lê ter insae by die kantore van die Balju, Pretoria Noord Wes 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/A1191.

Saak Nr. 4864/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

Transvaalse Provinsiale Afdeling

In die saak tussen: SAAMBOU BANK BEPERK, Vonnisskuldeiser, en RANYOBO JONAS MONAISA, Vonnisskuldenaar

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika (TPA), en 'n Lasbrief gedateer 4 April 2001 sal die volgende eiendom verkoop word in eksekusie op 17 Januarie 2002 om 10:00 te Balju Kantoor te Olivettigebou 603, h/v Schubart & Pretorius Straat, Pretoria nl:

Eenheid nr 9 soos aangetoon en meer volledig beskryf op Deeltitelplan nr SS35/81 in die skema bekend as Esperanto met betrekking tot die grond en gebou(e) geleë te Erf 2842, Pretoria Dorpsgebied en 'n onverdeelde aandeel in die gemeenskaplike area in die skema soos voormeld proporsioneel met genoemde eenheid.

Geleë te: Esperanto Nr. 16, Skinnerstraat 193, Pretoria.

Groot: 35 vkm.

Verkoopsvoorwaardes:

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 Verkoopsvoorwaardes 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: 2 slaapkamers, 1 sitkamer, 1 badkamer, 1 toilet, 1 kombuis, 1 parkeer plek.

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 verkoopsvoorwaardes sal deur die Balju, Pretoria Wes van hierdie Hof uitgelees word voor die verkoping en lê ter insae by die kantore van die Balju, Pretoria Wes 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/A2144.

Saak Nr. 18088/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

Transvaalse Provinsiale Afdeling

In die saak tussen: SAAMBOU BANK BEPERK, Vonnisskuldeiser, en THODI ALPHEUS BOKABA, Vonnisskuldenaar

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika (TPA), en 'n Lasbrief gedateer 2 November 2001 sal die volgende eiendom verkoop word in eksekusie op 17 Januarie 2002 om 11:00 te Landdroshof Soshanguve, nl:

Erf 9791, Dorpsgebied Ga-Rankuwa Eenheid 1 Distrik Odi.

Geleë te: Site 9791, Eenheid 1, Odi.

Groot: 252 vkm.

Verkoopsvoorwaardes:

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 Verkoopsvoorwaardes 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: 1 sitkamer, 2 slaapkamers, 1 badkamer, 1 kombuis.

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 verkoopsvoorwaardes sal deur die Balju, Soshanguve van hierdie Hof uitgelees word voor die verkoping en lê ter insae by die kantore van die Balju, Soshanguve 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/A3027.

Case Number: 24188/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: FBC FIDELITY BANK LIMITED, Plaintiff, and SEBEELA: KEOLEBOHILE SHALLOT, 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 Acting Sheriff, Cullinan at Shop No. 1, Fourway Shopping Centre, Cullinan on Thursday, 17 January 2002 at 10h00 of the undermentioned property of the defendant subejct to the conditions of sale which are available for inspection at the offices of the Sheriff—Cullinan at Shop No. 4, Fourway Shopping Centre, Cullinan.

Erf 3264, Mahube Valley Township; Registration Division J.R., Province of Gauteng; measuring extent 232 square metres; held by Deed of Transfer T63712/99, known as Erf 3264 Mahabe Valley Township, Cullinan (Pretoria).

Situate in an urban area and zoned for ordinary residential purposes.

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

A structure consisting of standing walls only.

Dated at Pretoria on this the 7th December 2001.

(Sgd) D Frances, Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. Ref: Fances/JD HA6418. Tel: 012 325 4185.

Case No. 29208/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between FIRST RAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF S.A. LTD), Plaintiff, and TANDUKWAZI PHOKU, 1st Defendant, and CATHRINE PHOKU, 2nd Defendant

A sale in execution of the undermentioned property is to be held without reserve at 69 Juta Street, Braamfontein, on Thursday, the 17th day of January 2002 at 10h00:

Full conditions of sale can be inspected at the Sheriff, Soweto West, at 7 Amalgan Place, Amalgan, and will be read out prior to the sale.

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

Property: Erf 284, Protea City Township, Registration Division I Q, Province of Gauteng, 284 Tholo Street, Protea City.

Improvements: Lounge, diningroom, kitchen, 3 bedrooms, bathroom, toilet, garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, PO Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B du Plooy/LvdM/GP 3458.)

Case No. 23571/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ISAK KEYSER, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of De Klerk Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging on the 17th day of January 2002 at 10h00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Vereeniging, at the above address and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Erf 3067, Ennerdale Extension 3 township, Registration Division IQ, Transvaal, known as 35 Aristotless Street, Ennerdale.

Improvements: 3 bedrooms, bathroom, kitchen, living room, carport.

Hack Stupel & Ross, Attorneys for the Plaintiff, PO Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/ELR/GT5621.)

Case No. 3291/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SAMUEL DIKGALE, 1st Defendant, and ELIZABETH DIKGALE, 2nd Defendant

A sale in execution of the undermentioned property is to be held without reserve at The Sheriff's Office, Portion 83, De Onderstepoort (just north of the Sasko Mills, old Warmbaths Road, Bon Accord), on the 18th day of January 2002 at 11h00:

Full conditions of sale can be inspected at the Sheriff of the Supreme Court, Wonderboom, at the above address and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Erf 25355, Mamelodi Township, Registration Division JR, Transvaal, in extent 343 square metres.

Improvements: 3 bedrooms, bathroom, kitchen, livingroom, diningroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, PO Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/ELR/GT7130.)

Case No. 25480/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between FBC FIDELITY BANK LIMITED, Plaintiff, and MANGANISO STEFAANS NZUNGA, 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 Acting Sheriff, Cullinan at Shop No. 1, Fourway Shopping Centre, Cullinan on Thursday, 17 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, Cullinan at Shop No. 4, Fourway Shopping Centre, Cullinan.

Portion 120 of Erf 3975, Mahube Valley Township, Registration Division J.R., Province of Gauteng, measuring extent 259 square metres, held by Deed of Transfer T128672/1998 known as 120/3975 Extension 3, Mahube Valley, Cullinan (Pretoria), situate in an urban area and zoned for ordinary residential purposes.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A dwelling consisting of a living room, kitchen, bedrooms, bathroom/toilet.

Dated at Pretoria on this the 28th November 2001.

D Frances, Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. Frances/JD HA6436.)

Case No. 27872/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between FIRST RAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTH AFRICA LIMITED), Plaintiff, and HOPE MOTLHAMME, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff, Johannesburg, East, 69 Juta Street, Braamfontein, on Thursday, the 17th day of January 2002 at 10h00:

Full conditions of sale can be inspected at the Sheriff, Johannesburg South at 100 Sheffield Street, Turffontein, and will be read out prior to the sale.

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

Property: Sec 204, in the scheme Lion Ridge, known as Flat 204, Lion Ridge, Jeanette Street, Ridgeway ext. 8.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, PO Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/LvdM/GP3433.)

Case No. 6846/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ERIC GEORGE VAN NEEL, 1st Defendant, and MILDRED MARLIEN VAN NEEL, 2nd Defendant

A sale in execution of the undermentioned property is to be held without reserve at NG Sinodale Centre, 234 Visagie Street, Pretoria, on the 15th day of January 2002 at 10h00:

Full conditions of sale can be inspected at the Offices of the Sheriff of the Supreme Court, Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria, and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Erf 174, situated in the East Lynne Extension 2 Township, Registration Division JR, Gauteng Province, known as 188 Bencon Street, East Lynne.

Improvements: 4 bedrooms, 2 bathrooms, kitchen, diningroom, lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, PO Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/ELR/GT6718.)

Case Number: 8700/1998

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: NEDCOR BANK LIMITED trading as NEDBANK, Plaintiff, and HLUPHEKILE JEFFREY TIBANE, Defendant

A sale in execution of the undermentioned property is to be held without reserve at Soshanguve Magistrate's Court, Commissioner Street, Soshanguve, on Thursday, the 17th of January 2002 at 11h00. Full conditions of sale can be inspected at the offices of the Sheriff of the High Court, Soshanguve, E 3 Mabopane Highway, Hebron, and will also be read out by the Sheriff prior to the sale in execution. The Execution Creditor, Sheriff and/or Plaintiff's attorneys do not give any warranties with regard to the description and/or improvements.

Property: Erf 1068, Soshanguve-WW, Registration Division: J.R., Province—Gauteng, measuring: 260.0000 square metres, held under Deed of Transfer: T102759/1996.

Improvements: 2 bedrooms, lounge, kitchen, toilet & bathroom, known as: 1068 Block WW, Soshanguve.

Dated at Pretoria on this the 4th day of December 2001.

(Sgd) V. Stupel, Hack Stupel and Ross, Attorneys for Plaintiff, Standard Bank Chambers, Pretoria; P.O. Box 2000, Pretoria. (Tel: 325-4185.) (Ref: Mr Stupel/ML VS 7603 D.)

Case No. 24770/2001

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

In the matter between ABSA BANK LTD, Plaintiff, and ASHTON WALTER SPENCE, Defendant, RACHEL PATRICIA SPENCE, 2nd Defendant, Account Number: 805 262 0290

In pursuance of a judgment in the Court of the Magistrate of Kempton Park and a writ of execution, dated 2 November 2001, the property listed herein will be sold in execution on 17 January 2002 at 10h00 at Sheriff's Office, 105 Commissioner Street, Kempton Park by the Sheriff to the highest bidder:

Portion 11 (a portion of Portion 3) of Erf 2436, Glen Marais Extension 25 Township, Registration Division I.R., Gauteng, measure 471 (four hundred and seventy one) square metres, held under Deed of Transfer T122901/2000, situated at 11 Villa Elegance, 21 Eland Street, Glen Marais, Kempton Park.

The Judgment Creditor described the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

Improvements: 1 lounge, 1 diningroom, 1 kitchen, 3 bedrooms, 2 bathrooms, 2 toilets, tiled roof, surrounded by brick walls.

Terms: The purchase price shall be paid as to 10% thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 12,8% per annum within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee. The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, 105 Commissioner Street, Kempton Park and/or the Sheriff.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, Kempton Park. (Ref. Mrs Swanepoel/A1612.)

Case No. 16068/2001

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

In the matter between ABSA BANK LTD, Plaintiff, and PEACE OLUFEMI MOSES, Defendant, Account Number: 805 180 3651

In pursuance of a judgment in the Court of the Magistrate of Kempton Park and a writ of execution, dated 20 November 2001, the property listed herein will be sold in execution on 17 January 2002 at 10h00 at Sheriff's Office, 105 Commissioner Street, Kempton Park by the Sheriff to the highest bidder:

Erf 591, Bonaero Park Township, Registration Division I.R., Gauteng, measure: 803 (eight hundred and three) square metres, held under Deed of Transfer T5769/2000, situated at 49 Louis Botha Avenue, Bonaero Park, Kempton Park.

The Judgment Creditor described the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

Improvements: 1 lounge, 1 diningroom, 1 TV room, 1 kitchen, 3 bedrooms, 2 bathrooms, 2 toilets, 1 garage, 1 carport, pool, driveway, tiled roof, surrounded by precast walls.

Terms: The purchase price shall be paid as to 10% thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 14,5% per annum within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee. The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, 105 Commissioner Street and/or The Sheriff.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, Kempton Park. (Ref. Mrs Swanepoel/A1527.)

Case No. 11150/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

FIRST RAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTH AFRICA LIMITED), Plaintiff, and CAROL SARDINHA, Defendant

A sale in execution of the undermentioned property is to be held without reserve at Sheriff Johannesburg East, 69 Juta Street, Braamfontein, on Thursday, the 17th day of January 2002 at 10h00.

Full conditions of sale can be inspected at the Sheriff Johannesburg South at 100 Sheffield Street, Turffontein, and will be read out prior to the sale.

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

Property: Erf 189, Kibler Park Township, Registration Division I Q, Province of Gauteng, known as 26 Golf View Street, Kibler Park.

Improvements: Lounge, diningroom, kitchen, 3 bedrooms, bathroom, shower, toilet, 2 carports, servants' quarters, bathroom/toilet, laundry, swimming-pool.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref: Mr Du Plooy/LVDM/GP3340.)

Case Number: 24943/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: THE AFRICAN BANK LIMITED, Plaintiff, and LUCKY THEKISO MOLAWA, 1st Defendant, SHELABI HELLEN NGWENYA, 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 Acting Sheriff, Cullinan, at the offices of the Sheriff—Cullinan at Shop No. 1, Fourways Shopping Centre, Cullinan, on Thursday, 17th January 2002 at 10h00 of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff—Cullinan at Shop No. 4, Fourways Shopping Centre, Cullinan.

Erf 3351, Mahube Valley Extension 3 Township, Registration Division J.R., Province of Gauteng, measuring 229 square metres, held under Deed of Transfer T70890/1999 known as Erf 3351, Mahube Valley Extension 3 (Mamelodi), Cullinan.

Situate in an urban area and zoned for ordinary residential purposes.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A dwelling consisting, *inter alia,* of a family room, kitchen, 2 bedrooms, bathroom/toilet.

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

(Sgd) D. Frances, Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref: Frances/JD HA6431.)

Case No. 29229/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

FIRST RAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF S.A. LTD), Plaintiff, and VUSUMUZI GABRIEL KUMALO, 1st Defendant, and PINKIE PORTA KUMALO, 2nd Defendant

A sale in execution of the undermentioned property is to be held without reserve at Sheriff Boksburg, 182 Leeuwpoort Street, Boksburg, on Friday, the 18th day of January 2002 at 11h15.

Full conditions of sale can be inspected at the Sheriff Boksburg at the abovementioned address and will be read out prior to the sale.

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

Property: All right, title and interest to the leasehold in respect of Erf 12844, Vosloorus Ext. 23 Township, Registration Division IR, Province of Gauteng, known as 12844 Red Square Street, Vosloorus Ext. 23.

Improvements: Lounge, kitchen, 3 bedrooms, bathroom, toilet, garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref: Mr B. du Plooy/ LVDM/GP 3459.)

Case Number: 25082/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: THE AFRICAN BANK LIMITED, Plaintiff, and MAGALEFA: SYDNEY, 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—Odi/Soshanguve, at the office of the Magistrate's Court—Soshanguve, Soshanguve on Thursday, 17 January 2002 at 11h00 of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff—Soshanguve, at E3 Mabopane Highway, Hebron.

Site No. 668, situate in the Township Mothutlong Unit A, District Odi, measuring 464 square metres, held by virtue of Deed of Grant No. 1486/1985.

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

Dated at Pretoria on this the 4th day of December 2001.

(Sgd) D. Frances, Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel: (012) 325-4185.] (Ref. D. Frances/JD HA5908.)

Case Number: 27719/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: THE AFRICAN BANK LIMITED, Plaintiff, and SESANA: SIZAKELE ELIZABETH, 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—Soshanguve, at the office of the Magistrate's Court—Soshanguve, Soshanguve on Thursday, 17 January 2002 at 11h00 of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff—Soshanguve, at E3 Mabopane Highway, Hebron.

Erf 568, Soshanguve-VV Township, Registration Division JR, Province of Gauteng, held under Deed of Transfer T95100/98, measuring 243 square metres.

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 lounge, kitchen, bedrooms, bathroom/toilet.

Dated at Pretoria on this the 4th day of December 2001.

(Sgd) D. Frances, Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel: (012) 325-4185.] (Ref. D. Frances/JD HA6454.)

Case No. 25484/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: FBC FIDELITY BANK LIMITED, Plaintiff, and DAVID MAILOLA, 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, Wonderboom, at the office of the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, Old Warmbaths Road, Bon Accord) on Friday, 18th January 2002 at 11h00 of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, Old Warmbaths Road, Bon Accord).

Erf 480, Mamelodi Sun Valley Township, Registration Division J.R., Province of Gauteng, measuring 353 square metres, held under Deed of Transfer T83287/1999.

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 lounge, kitchen, bedrooms, bathroom/toilet.

Dated at Pretoria on this the 4th day of December 2001.

(Sgd) D. Frances, Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA6438.)

Saaknommer: 22685/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en GERHARD CLINTON STEYNBERG, 1ste Eksekusieskuldenaar, en LEONORA DEBROA CAROLINA STEYNBERG (getroud buite gemeenskap van goed), 2de Eksekusieskuldenaar

'n Geregtelike Verkoping sal gehou word op 17 Januarie 2002 om 11h00 deur die Balju Kempton Park te Commissionerstraat 105, Kempton Park, van:

1. 'n Eenheid bestaande uit:

(a) Deel Nr 19, soos getoon en vollediger beskryf op Deelplan No. SS380/96 in die skema bekend as Avonlea ten opsigte van die grond en gebou of geboue te Gedeelte 5 van Erf 1546, Glenmarais Uitbreiding 1 Dorpsgebied, Plaaslike Owerheid: Kempton Park–Tembisa Metropolitaanse Substruktuur van welke deel die vloeroppervlakte volgens genoemde deelplan 57 (vyf sewe) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die Deelnemingskwota van genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST31920/1996.

2. 'n Uitsluitlike gebruiksgebied beskryf as Parkeerarea No. P5, groot 12 (twaalf) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as Avonlea ten opsigte van die grond en gebou of geboue geleë te Gedeelte 5 van Erf 1546, Glenmarais Uitbreiding 1 Dorpsgebied, Plaaslike Owerheid Kempton Park–Tembisa Metropolitaanse Substruktuur, soos getoon en vollediger beskryf op Deelplan No. SS380/96 gehou kragtens Sertifikaat van Saaklike Regte SK5383/97S (geleë aan Avonlea W/s Nr 9, Eenheid 19, Vaalboomstraat, Glenmarais X1).

Besonderhede nie gewaarborg nie: Sitkamer, 2 slaapkamers, kombuis, 1 badkamer, toilet, 'n afdak met 'n motoroprit.

Inspekteer voorwaardes by Balju Kempton Park, Commissionerstraat 105, Kempton Park.

Gedateer te Pretoria op die 27ste dag van November 2001.

(get) S. Spruyt, vir Strydom Britz Ing., Eiser se Prokureurs, Butterfield Huis, 1ste Vloer, Lynnwoodweg 161, Brooklyn. [Tel. (012) 362-1199.] (Docex 120.) (Verw. S SPRUYT/el.) (Lêernr: AA23414.)

Case No. 3792/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and THOMAS NCUBE, 1st Defendant, and MATSELA JOSEPHINE NCUBE, 2nd Defendant

In execution of a Judgment of the Supreme Court of South Africa, Transvaal Provincial Division, in the abovementioned suit, a sale will be held by the Sheriff of Soshanguve at the Magistrate's Court of Soshanguve on the 17 January 2002 at 11h00 of the undermentioned property of the Defendant on the conditions of sale to be read out by the Auctioneer at the time of the sale:

Leasehold Site No. 388, Block M, on General Plan PB151/83, in the Township of Soshanguve, District Pretoria, measuring 450 square metres, situated in the area of Jurisdiction of the Regional Representative Development Aid, known as 388 Soshanguve M, Soshanguve.

The following information is furnished, though in this regard nothing is guaranteed: 1 living room, 3 bedrooms, 1 bathroom, 1 kitchen, 1 other room.

Terms: The sale is without reserve. Deposit of 10% (ten per centum) of the purchase price in cash on the day of the Sale, the balance against transfer to be secured by a Bank or Building Society Guarantee, to be approved by the attorney and to be furnished to the Sheriff, Soshanguve within fourteen (14) days after the sale.

Conditions: The Conditions of Sale may be inspected at the offices of the Sheriff, Soshanguve, E8 Mabopane Highway, Hebron.

Dated at Pretoria on this 27th day of November 2001.

Savage Jooste and Adams Inc., Plaintiff's Attorney, Savage Jooste and Adams House, Hadefields, 1267 Pretorius Street, Hatfield, Pretoria. (Ref. MRS KARTOUDES/YVA/65181.)

NOTICE OF SALE IN EXECUTION

NEDCOR BANK LIMITED, Execution Creditor

The sale/s in Execution are to be held at the Offices of the Sheriff, 105 Commissioner Street, Kempton Park, Thursday, the 17th day of January 2002 at 10h00.

The hereinafter-mentioned properties/rights of Leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrate's Court Act 1944.

2. The Purchaser shall pay 10% of the purchased price plus Sheriff's commission of 5% for the first R30 000 or part thereof and thereafter 3%, with a minimum of R300,00 and a maximum of R7 000,00 on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.

3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale.

Case Number: 10263/01.

Judgment Debtors: JOHN DUMISANI DLAMINI.

Property: Erf 501, Bonaero Park Township, Registration Division I.R., Province of Gauteng, situate at 19 Laguardia Avenue, Bonaero Park.

Improvements: Dwelling house consisting of a lounge, dining room, 3 bedrooms, kitchen, toilet, carport, pool, driveway.

File Ref: LN5743/01.

(Sgd) LJ vd Heever, for Schumanns VD Heever & Slabbert, 32 Kempton Road, PO Box 67, Kempton Park. [Tel. (011) 394-9960:PvN.)

19 November 2001.

NOTICE OF SALES IN EXECUTION

NEDCOR BANK LIMITED, Execution Credtor.

The sale/s in execution are to be held at the Offices of the Sheriff, 105 Commissioner Street, Kempton Park, Thursday, the 17th day of January 2002 at 10h00.

The hereinafter-mentioned properties/rights of leasehold will be put up for sale.

The material conditions of the sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrate's Court Act 1944.

2. The purchaser shall pay 10% of the purchased price plus Sheriff's commission of 5% for the first R30 000 or part thereof and thereafter 3%, with a minimum of R300,00 and a maximum of R7 000,00 on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.

3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale.

Case Number: 22355/2001.

Judgment Debtors: HERMANUS JOHANNES & VERONICA ANNETTE VAN JAARSVELD.

Property: Erf 740, Kempton Park Ext 2 Township, Registration Division I.R., Province of Gauteng, situate at 124 Swart Street, Kempton Park Ext 2.

Improvements: Dwelling house consisting of a lounge, 3 bedrooms, kitchen, bathroom, toilet, driveway.

File ref: LN5529/0.

LJ vd Heevern, Schumanns vd Heever & Slabbert, 32 Kempton Road (PO Box 67), Kempton Park. [Tel. (011) 394-9960: PvN. 19 November 2001.]

NOTICE OF SALES IN EXECUTION

NEDCOR BANK LIMITED, Execution Credtor.

The sale/s in execution are to be held at the Offices of the Sheriff, 105 Commissioner Street, Kempton Park, Thursday, the 17th day of January 2002 at 10h00.

The hereinafter-mentioned properties/rights of leasehold will be put up for sale.

The material conditions of the sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrate's Court Act 1944.

2. The purchaser shall pay 10% of the purchased price plus Sheriff's commission of 5% for the first R30 000 or part thereof and thereafter 3%, with a minimum of R300,00 and a maximum of R7 000,00 on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.

3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale.

Case Number: 11387/2000.

Judgment Debtors: PAUL MARITENG & ELSIE CHARMAIN CALITZ.

Property: Erf 43, Kempton Park West Township, Registration Division I.R., Province of Gauteng, situate at 13 Uitsighelling, Kempton Park West.

Improvements: Dwelling house consisting of a lounge, dining room, 3 bedrooms, kitchen, toilet, garage.

File ref: LN5560/0.

LJ vd Heevern, Schumanns vd Heever & Slabbert, 32 Kempton Road (PO Box 67), Kempton Park. [Tel. (011) 394-9960: PvN. 19 November 2001.]

Saak No. 74153/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen DIE BEHERENDE LIGGAAM VAN RENTSPUY REGSPERSOON, Eiser, en JOHANNES PHILIPPUS KLEINHANS, 1ste Verweerder, en JANITA KLEINHANS, 2de Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op die 2de Julie 2001 en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op Dinsdag die 15de Januarie 2002 om 10h00 te Visagiestraat 234, Pretoria te wete:

1. a. *Akteskantoorbeskrywing:* Eenheid 21, SS Rentspuy soos getoon en vollediger beskryf op Deelplan SS743/96 in die geboue bekend as Rentspuy geleë in die dorp Pretoria, Pretoria Metropolitaanse Sub Struktuur, van welke deel die vloeroppervlakte, volgens genoemde Deelplan, 69 (nege en sestig) vierkante meter groot is, tesame met die uitsluitlike gebruiksgebied Area P9, gehou kragtens SK6525/1997/S.

b. 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken; en die uitsluitlike gebruiksgebied Area P9 gehou kragtens SK6525/1997S, gehou kragtens geregistreerde Titelnommer ST114791/1997.

e. *Straatadres:* Rentspuy W/s 305, Spuystraat 439, Sunnyside, Pretoria.

f. Die volgende inligting word verskaf, alhoewel geen waarborg in verband daarmee gegee kan word nie: $1^1/_2$ slaapkamers, 1 badkamer, 1 toilet, kombuis, 1 sit/eetkamer.

2. *Verkoopsvoorwaardes:*

2.1 Die eiendom sal verkoop word, sonder reserwe aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe, Wet Nr. 32 van 1944, soos gewysig asook die Reëls daarkragtens neergelê.

2.2 10% (tien persent) van die koopprys sal betaalbaar wees in kontant op die dag van die verkoping.

2.3 Die volledige verkoopsvoorwaardes lê vir inspeksie ter insae te Messcor Huis, Margarethastraat 30, Pretoria-Sentraal, en sal deur die Balju voor die verkoping uitgelees word.

2.4 Die eiendom word verkoop onderworpe aan die terme en voorwaardes soos neergelê in die titelvoorwaardes van die eiendom.

Geteken te Pretoria op hede die 15de dag van November 2001.

EY Stuart Ingelyf, Prokureur vir Eiser, Eerste Vloer, Edward Chambers, Paul Krugerstraat 336, Pretoria. [Tel. (012) 322-2401.] (Verw. CM Neuhoff/EC/17077.)

Case No. 51894/01

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

In the matter between: CASHBACK LIMITED, Plaintiff, and JUSTICE MOSA MYAKA, Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Johannesburg dated 23 August 2001 and a Warrant of Execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at Magistrate's Court, Fox Street, Johannesburg, to the highest bidder on Friday, the 18th day of January 2002 at 10h00:

Erf 1700, Naturena Extension 13 Township, Registration Division I.Q., Province of Gauteng;

In extent: 422 (Four Hundred and Twenty Two) square metres.

Street address: Stand 1700, 1700 Toer Street, Naturena Extension 13.

Conditions of sale

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by Public Auction and subject to the provisions and conditions of the Magistrate's Court Act No. 32 of 1944 as amended, and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant Title Deeds.

2. The following information is furnished but not guaranteed: Dwelling—description not guaranteed.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or Auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Johannesburg South.

4. Payment shall be effected as follows:

4.1 Ten percent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 14,5% from the date of the sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society Guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 21 November 2001.

Graham Bellairs Attorneys, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref: Mr G Bellairs/cf/W02076).

Case No. 84775/2000

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

In the matter between: CASHBACK LIMITED, Plaintiff, and GERALD DRAAI, First Defendant, and CATHERINE HARRIETH DRAAI, Second Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Johannesburg dated 23 August 2001 and a Warrant of Execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at Magistrate's Court, Fox Street, Johannesburg, to the highest bidder on Friday, the 18th day of January 2002 at 10h00:

Erf 1639, Naturena Extension 13 Township, Registration Division I.Q., Province of Gauteng;

In extent: 338 (Three Hundred and Thirty Eight) square metres.

Street address: 7 Alfred Place, Naturena Extension 13.

Conditions of sale

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by Public Auction and subject to the provisions and conditions of the Magistrate's Court Act No. 32 of 1944 as amended, and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant Title Deeds.

2. The following information is furnished but not guaranteed: Dwelling—description not guaranteed.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or Auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Johannesburg South.

4. Payment shall be effected as follows:

4.1 Ten percent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 14,50% from the date of the sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society Guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 21 November 2001.

Graham Bellairs Attorneys, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref: Mr G Bellairs/cf/W01804).

Saaknr. 23350/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen: ABSA BANK BEPERK, Eiser, en MASEROLE PERGYVAL KOMAPE, Eerste Verweerder, en RAESIBE SARIKI KOMAPE, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op die 12de dag van Oktober 2001 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op die 18de dag van Januarie 2002 om 11h00 te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, Ou Warmbadpad, Bon Accord), verkoop:

Sekere: Erf 20895, Mamelodi Dorpsgebied, Registrasie Afdeling J.R., Provinsie Gauteng.

Groot: 366 (driehonderd ses en sestig) vierkante meter.

Sonering: Woonhuis.

Ten tye van die opstel van hierdie kennisgewing was die volgende verbeteringe aangebring op die eiendom, maar word niks gewaarborg nie: Sitkamer, 2 slaapkamers, badkamer, kombuis.

Die Koper moet 'n deposito van 10% van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n Bank of Bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, Ou Warmbadpad, Bon Accord).

Prokureurs vir Eiser, Dyason Ing, Leopont, Kerkstraat Oos 451, Pretoria. [Verw: T Du Plessis/MJC (FG0270).] [Tel: (012) 334 3570).]

Saaknr. 20785/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen: SAAMBOU BANK BEPERK, Eiser, en IAN WALTER STEWART, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op die 17de dag van September 2001 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op die 18de dag van Januarie 2002 om 11h00 te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, Ou Warmbadpad), verkoop:

Sekere: Erf 521, Wonderboom Dorpsgebied, Registrasie Afdeling J.R., Provinsie Gauteng (beter bekend as Waterhoutstraat 153, Wonderboom).

Groot: 1023 (eenduisend en drie en twintig) vierkante meter.

Sonering: Woonhuis.

Ten tye van die opstel van hierdie kennisgewing was die volgende verbeteringe aangebring op die eiendom, maar word niks gewaarborg nie: Ingangsportaal, sitkamer, eetkamer, kombuis, studeerkamer, 3 slaapkamers, badkamer/wk/stort, badkamer/wk, gesinskamer, dubbel motorhuis, stoorkamer, bediende kwartiere, buite toilet.

Die Koper moet 'n deposito van 10% van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n Bank of Bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, Ou Warmbadpad).

Prokureurs vir Eiser, Dyason Ing, Leopont, Kerkstraat Oos 451, Pretoria. (Verw: T Du Plessis/mjc/FF2923.) [Tel: (012) 334 3570).]

IN THE HIGH COURT OF SOUTH AFRICA

Transvaal Provincial Administration

In the matter between: MERCANTILE PROFESSIONAL BANKING, Plaintiff, and DISA PLANT HIRE (PTY) LTD, Defendant

In pursuance of a Judgment of the High Court of South Africa, Transvaal Provincial Administration dated the 11 November 1999 and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on the 16th January 2002 at 10h00 to the highest bidder. The conditions of sale will be read out by the Auctioneer at the time of the sale and same can be inspected at the office of the Sheriff of the High Court prior to the sale.

Certain: Portion 1 of Erf 119, Nieuw Muckleneuk.

Area; 1276 (one two seven six) square metres.

Situation: 331 Muckleneuk Street, Nieuw Muckleneuk, Pretoria.

Improvements (not guaranteed): Consisting of main building: Entrance hall, lounge/diningroom, kitchen, pantry, scullery, 3 x bedrooms, 2 x bathrooms (that have been changed into offices) out buildings: 5 x carports, granny flat: 3 x bedrooms, 1 x bathroom, 1 x kitchen.

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

2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale.

3. The balance of the purchase price is payable against transfer to be secured by a Bank or Building Society Guarantee approved by the Execution Creditor's Attorneys and to be furnished within fourteen (14) days after the date of the sale.

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

5. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said Attorneys.

6. The full conditions of sale may be inspected at the Office of the Acting Sheriff, Fehrslane Centre, 130A Struben Street, Pretoria.

Plaintiff's Attorneys, P H Taljaard Inc, 862 Church Street, Hatfield, Pretoria; P O Box 12068, The Tramshed, 0126. (012) 430-7693. (Ref: SD Snyman/M0092/77)

To: The Registrar of the Supreme Court, Pretoria.

Case No. 17671/2001

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

In the matter between ABSA BANK LTD., Plaintiff, and MAROTHI WILLIAM SEGWAPA, Defendant, and LESIBE JAPPIE KEKANA, Account Number: 80 5298 4206, 2nd Defendant

In pursuance of a Judgment in the Court of the Magistrate of Kempton Park and a Writ of Execution, dated 15 August 2001, the property listed herein will be sold in execution on 17 January 2002 at 10h00 at Sheriff's Office, 105 Commissioner Street, Kempton Park by the Sheriff to the highest bidder:

Erf 716, Klipfontein View Ext. 1 Township, Registration Division I.R., Gauteng;

Measure: 269 (two hundred and sixty nine) square metres;

Held under: Deed of Transfer T140006/2000.

Situated at: Stand 716, Klipfontein View Ext. 1.

The Judgment Creditor described the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

Improvements: 1 lounge, 1 kitchen, 2 bedrooms, 1 bathroom, 1 toilet, tiled roof.

Terms: The purchase price shall be paid as to 10% thereon on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 14,5% per annum within 14 (fourteen) days shall be paid or secured by a Bank or Building Society Guarantee. The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, 105 Commissioner Street, Kempton Park and/or the Sheriff.

Advertiser and address: Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, Kempton Park. (Mrs. Swanepoel/A1533.)

Case No. 10637/99

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

In the matter between ABSA BANK LTD, Plaintiff, and HENRY CUTHBERT KASONDE, Account Number: 804 6312 029, Defendant

In pursuance of a Judgment in the Court of the Magistrate of Kempton Park and a Writ of Execution, dated 2 April 2001, the property listed herein will be sold in execution on 17 January 2002 at 10h00 at Sheriff's Office, 105 Commissioner Street, Kempton Park by the Sheriff to the highest bidder:

Portion 9 of Erf 1806, Birchleigh North Township, Registration Division I.R., Gauteng.

Measure: 859 (eight hundred and fifty nine) square metres.

Held under: Deed of Transfer T115303/97.

Situated at: 33 Julia Street, Birchleigh North, Kempton Park.

The Judgment Creditor described the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

Improvements: 1 lounge, 1 diningroom, 1 study, 1 kitchen, 3 bedrooms, 2 bathrooms, 2 toilets, 2 garages, driveway, tiled roof, surrounded by brick/precast walls.

Terms: The purchase price shall be paid as to 10% thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 19% per annum within 14 (fourteen) days shall be paid or secured by a Bank or Building Society Guarantee. The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, 105 Commissioner Street, Kempton Park and/or The Sheriff.

Advertiser and address: Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, Kempton Park. (Mrs. Swanepoel/A166).

Saaknommer: 82775/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen: DIE BEHERENDE LIGGAAM VAN CAPITOL HILL REGSPERSOON, Eiser, en WILLIAM ALFRED PAULSEN, Identiteitsnommer: 4904285091004, Verweerder

Ten uitvoerlegging van 'n Vonnis toegestaan deur bovermelde Agbare Hof op die 1ste Augustus 2001 en die daaropvolgende Lasbrief vir Eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op Dinsdag, die 15de Januarie 2002 om 10h00 te Balju Pretoria-Sentraal, 234 Visagiestraat, Pretoria.

1. a. *Akteskantoorbeskrywing:* SS Capitol Hill, Eenheid 3 geleë te Gedeelte 2 van Erf 655, Muckleneuk Dorpsgebied, Plaaslike Owerheid: Die Stad van Tshwane Metropolitaanse Munisipaliteit, Skema Nommer: SS148/81.

Groot: 92 (twee en negentig) vierkante meter.

b. 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken.

Gehou kragtens geregistreerde Titelnommer ST78650/1989.

c. *Straatadres:* Capitol Hill W/s Nr. 103, Walkerstraat 345, Muckleneuk, Pretoria.

d. Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: 2½ slaapkamers, 1 badkamer, 1 toilet, 1 kombuis, 1 sitkamer.

2. *Verkoopsvoorwaardes:*

2.1 Die eiendom sal verkoop word, sonder reserwe aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe, Wet Nr 32 van 1944, soos gewysig asook die reëls daarkragtens neergelê.

2.2 10% (tien persent) van die koopprys sal betaalbaar wees in kontant op die dag van die verkoping.

2.3 Die volledige verkoopsvoorwaardes lê vir inspeksie ter insae te Messcor Huis, Margarethastraat 30, Pretoria-Sentraal, en sal deur die Balju voor die verkoping uitgelees word.

2.4 Die eiendom word verkoop onderworpe aan die terme en voorwaardes soos neergelê in die titelvoorwaardes van die eiendom.

Geteken te Pretoria op hede die 23ste dag van November 2001.

EY Stuart Ingelyf, Prokureur vir Eiser, Eerste Vloer, Edward Chambers, Paul Krugerstraat 336, Pretoria. Telefoon: (012) 322 2401. Verw: J Jonker/sm/17951.

Case No: 17625/99

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and ANDRE JOHANN DE WET, Defendant

Sale in execution to be held at the Sheriff's Office, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), at 11:00 on the 18th January 2002:

Consist of: Section No. 1 as shown and more fully described on Sectional Plan no. SS182/95 in the scheme, building or buildings known as Doornpoort 943 situated at Erf 943, Doornpoort Township, Local Authority City of Tshwane Metropolitan Municipality.

Meausring: 140 square metres.

Held by the Defendant/s under Deed of Transfer No ST18735/95.

Street address: 578 Foxglove Street, Doornpoort, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey dwelling consisting of brick walls, carpets/tiles, tile roof, lounge, dining room, kitchen, 3 x bedrooms, 1 x bathroom/wc., shower/bath/wc., 2 x garages, walling.

Terms: 10% in cash on day of the sale and the balance against Transfer to be secured by an approved guarantee to furnish within 21 (twenty one) days after the date of sale.

Conditions of sale can be inspected at the offices of the Sheriff, Wonderboom.

(Sgd) A B Foot, Solomon Nicolson Rein & Verster Inc., S N R & V House, Cor Beckett & Church Streets, Arcadia, Pretoria. Ref: Mr Foot/CS/F7149. P O Box 645, Pretoria, 0001.

Saaknommer: 92625/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen DIE BEHERENDE LIGGAAM VAN TOLEDO REGSPERSOON, Eiser, en PETPROPS 32 BK, Registrasienommer: CK96/36562/23, Verweerder

Ten uitvoerlegging van 'n Vonnis toegestaan deur bovermelde Agbare Hof op die 4de September 2001 en die daaropvolgende Lasbrief vir Eksekusie, sal die volgende eiendom wat uitwinbaar is, in eksekusie verkoop word aan die hoogste bieër op Woensdag die 16de Januarie 2002 om 10h00 te Balju Pretoria-Oos, Fehrslane Sentrum, 130A Strubenstraat, Pretoria.

1. a. Akteskantoorbeskrywing: SS Toledo, Eenheid 17 geleë te Ged 16 van Erf 579 Newlands Pta Dorpsgebied, Plaaslike Owerheid: Die Stad van Tshwane Metropolitaanse Munisipaliteit, Skema Nommer: SS932/96, groot 56 (ses en vyftig) vierkante meter;

b. 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken;

Gehou kragtens geregistreerde Titelnommer ST86182/1996.

e. Straatadres: Toledo W/s Nr. 17, Loskopstraat 241, Newlands, Pretoria.

f. Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: 2 slaapkamer, 1 badkamer & toilet, 1 sit- & eetkamer, 1 kombuis.

2. Verkoopsvoorwaardes:

2.1 Die eiendom sal verkoop word, sonder reserwe aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe, Wet Nr 32 van 1944, soos gewysig asook die reëls daarkragtens neergelê.

2.2 10% (tien persent) van die koopprys sal betaalbaar wees in kontant op die dag van die verkoping.

2.3 Die volledige verkoopsvoorwaardes lê vir inspeksie ter insae te Fehrslane Sentrum, 130A Strubenstraat, Pretoria, en sal deur die Balju voor die verkoping uitgelees word.

2.4 Die eiendom word verkoop onderworpe aan die terme en voorwaardes soos neergelê in die titelvoorwaardes van die eiendom.

Geteken te Pretoria op hede die 13de dag van Desember 2001.

EY Stuart Ingelyf, Prokureur vir Eiser, Eerste Vloer, Edward Chambers, Paul Krugerstraat 336, Pretoria. [Telefoon: (012) 322-2401.] (Verw: J Jonker/sm/17983.)

Case No: 2000/32456

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and SATEKGE: MASHAPA EDMUND, First Defendant, en SATEKGE: MAMOSEDI ANNAH EPHODIA, Second Defendant

A sale in execution will be held on Friday 18 January 2002 at 11h00 by the Sheriff for Wonderboom at Portion 83, De Onderstepoort (Just North of the Sasko Mills), Old Warmbaths Road, Bon Accord of:

Erf 19824 situate in the township Mamelodi, Registration Division JR, Gauteng Province, in extent 371 (three hundred and seventy one) square metres.

Known as Erf 19824, Mamelodi.

Particulars are not guaranteed: Dwelling with lounge, diningroom, family room, 3 bedrooms, 2 bathrooms, kitchen. Outbuildings: 1 garage.

Inspect Conditions at Sheriff Wonderboom at Portion 83, De Onderstepoort (just north of the Sasko Mills), Old Warmbaths Road, Bon Accord.

Dated at Pretoria on this December 2001.

(Sgd) J A Alheit, for Macrobert Inc, Attorney for the Plaintiff, 23rd Floor, SAAU Building, cnr Schoeman & Andries Streets, Pretoria, 0002. [Tel: (012) 339-8311.] (Reference: JAA/A Mouton/606265.)

Case No: 12054/2001

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

In the matter between ABSA BANK LTD, 86/04794/06, Plaintiff, and ZERO GRASS SA (PTY) LTD, Reg. No. 83/10942/07, 1st Defendant

In persuant to a judgment in the Magistrate's Court for the district of Vanderbijlpark, the undermentioned property will be put up for auction on the 24th January 2002 at 10:00 at Holding 37 Windsor-on-Vaal Extension 1 Vanderbijlpark by Paul Kourle of Estate Auctioneers in conjunction with the Sheriff Magistrates' Court Vanderbijlpark:

Property description: Holding 37 Windsor-On-Vaal Agricultural Holdings Extension 1, Registration Division IQ, Province of Gauteng, measuring 2,1414 (two comma one four one four) hectares.

Street address: N.A.

Improvements: Entrance hall, lounge, diningroom, kitchen, three bedrooms, two bathrooms/toilets, separate toilet, family room, one carport, borehole.

Terms:

Ten percent(10%) of the purchase price is payable on date of the sale and the balance together with interest at a rate of 12.5% per annum from date of sale till date of payment to be guaranteed by a bank, building society or any other acceptable guarantee.

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

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

Dated at Vanderbijlpark on 20/11/2001.

Signed: Pienaar Swart & Nkaiseng Inc, Attorneys for the Plaintiff, Ekspa Centre, 2nd Floor, Attie Fourie Street, Vanderbijlpark. [Tel: (016) 981-4651.] (Ref: IP/I.10075.)

Saak Nr. 3507/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen FIRST NATIONAL BANK 'n Divisie van FIRST RAND BANK, Eiser, en EUGENE DE WAAL (ID 7606045094080), Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik van Sasolburg gedateer 27 Augustus 2001 en 'n lasbrief vir eksekusie gedateer 27 Augustus 2001 sal die volgende eiendom in eksekusie verkoop word op Vrydag, 18 Januarie 2002 om 10h00 te die Landdroshof, Generaal Hertzogstraat, Vanderbijlpark:

Erf: Hoewe 25, Rusticana Landbouhoewes, Registrasie Afdeling I.Q., Transvaal, groot 2,0234 (twee komma nul twee drie vier) hektaar.

Tien persent (10%) van die koopprys is betaalbaar by sluiting van die koopooreenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne 14 (veertien) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan Artikel 66 van die Wet op Landdroshowe Nr. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie:

Die eiendom staan bekend as: Hoewe 25, Rusticana Landbouhoewes, bestaande uit woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die Kantoor van die Balju van die Landdroshof, Rietbokgebou, S I Roux Plein, Vanderbijlpark en by die kantore van die Eiser se prokureurs.

Geteken te Sasolburg op hierdie 13de dag van November 2001.

R A P Pretorius, Molenaar & Griffiths Ing., N J van der Merwe Singel 6 (Posbus 18), Sasolburg, 1947. (Verw. RAP/svt/E814.)

Saak Nr. 29150/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en BOOYSEN, JOHANNES PETRUS, Eerste Verweerder, en BOOYSEN, HESTER ZUSANA ALETA, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op die 3de dag van April 2001 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Wes op die 17de dag van Januarie 2002 om 10:00 te Olivettigebou 607, h/v Pretorius & Schubartstrate, Pretoria, verkoop:

Sekere: Erf 2253 geleë in die dorpsgebied van Danville, Registrasie Afdeling J.R., provinsie Gauteng, beter bekend as Albertynstraat 177, Danville, groot 724 (sewehonderd vier en twintig) vierkante meter.

Sonering: Woonhuis.

Ten tye van die opstel van hierdie kennisgewing was die volgende verbeteringe aangebring op die eiendom, maar word niks gewaarborg nie: Sit-/eetkamer, 3 slaapkamers, badkamer, kombuis, 1 bad/stort, spens, motorhuis, bediendekamer/wk, stoorkamer.

Die koper moet 'n deposito van 10% van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank or bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Olivettigebou 607, h/v Pretorius & Schubartstrate, Pretoria.

Dyason Ing., Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. [Tel. (012) 334-3566.] [Verw. T du Plessis/MJC (FF2889).]

Saak Nr. 19337/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en ERASMUS, GERHARDUS PHILLIPUS, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op die 26ste dag van Maart en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Wes op die 17de dag van Januarie 2002 om 10:00 te Olivettigebou 607, h/v Pretorius & Schubartstrate, Pretoria, verkoop:

Sekere: Resterende gedeelte van Gedeelte 9 van Erf 49, Daspoort, Registrasie Afdeling J.R., provinsie Gauteng (beter bekend as Van der Stelstraat 708, Daspoort), groot 992 (nege honderd twee en negentig) vierkante meter.

Sonering: Woonhuis.

Ten tye van die opstel van hierdie kennisgewing was die volgende verbeteringe aangebring op die eiendom, maar word niks gewaarborg nie: Sitkamer, eetkamer, kombuis, 2 slaapkamers, badkamer, waskamer, motorhuis, afdak, stoorkamer.

Die koper moet 'n deposito van 10% van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank or bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Olivettigebou 607, h/v Pretorius & Schubartstrate, Pretoria.

Dyason Ing., Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. [Tel. (012) 334-3570.] [Verw. T du Plessis/MJC (Ff2858).]

Saak No. 24942/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BEPERK, Eiser, en KHWEBANE CASWELL, ID 6310245309080, Verweerder

'n Openbare veiling sonder reserweprys word gehou te Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord), Pretoria op 18 Januarie 2002 om 11h00 van:

Erf 20355, in die dorpsgebied Mamelodi, Registrasie Afdeling JR, Gauteng, groot 360 (driehonderd en sestig) vierkante meter, gehou kragtens Sertifikaat Geregistreerde Akte van Toestemming TL69838/1987.

Straatadres: 20355 Mamelodi, Pretoria.

Verbeterings: Sitkamer, kombuis, 2 slaapkamers, 1 bad/toilet.

Die omvang in verbeterings word nie gewaarborg nie.

Verkoopsvoorwaardes lê ter insae by Balju Wonderboom te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad), Pretoria.

Rooth & Wessels, Pretoria. (Tel. 300-3027.) (Verw. Geyser/mev Mare/A1928.)

Case No. 7904/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between BOE BANK LIMITED, Plaintiff, and SIVA NAIDOO, First Defendant, and ARUNTHUTHIE SUNDRAN NAIDOO, Second Defendant

Pursuant to a judgment granted by this Honourable Court on 25 April 2000, and a warrant of execution, the undermentioned property will be sold in execution by the Sheriff of the Supreme Court, Springs on Friday, 25 January 2002 at 11h00 at the Sheriff's Office, Springs at 56 12th Street, Springs to the highest bidder:

Erf 266, Bakerton Extension 4 Township, Registration Division I.R., the Province of Gauteng, in extent 810 (eight hundred and ten) square metres, held by Deed of Transfer T41195/1990, also known as 36 Sugarbird Road, Bakerton Extension 4.

The following information is forwarded regarding the improvements on the property, although nothing can be guaranteed in this regard: 3 bedrooms, lounge/diningroom, kitchen, bathroom & toilet.

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

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

Dated at Kempton Park on this 28th day of November 2001.

J G Joubert, for Joubert, Scholtz Incorporated, 11 Heide Street, Kempton Park; P O Box 1300, Kempton Park. [Tel. (011) 394-2676.] C/o 8 Floor, Charter House, 179 Bosman Street, Pretoria. (Ref. Mr Joubert/Ivy Gouws/EV/N64/00/N13/50.) (Acc No. 841 008 9581.)

Saaknommer: 20477/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KEMPTON PARK GEHOU TE KEMPTON PARK

In die saak tussen: ABSA BANK BEPERK, Eiser, en WILLEM ADRIAAN GROBBELAAR, Eerste Verweerder, ANNETTE ELIZABETH GROBBELAAR, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju Kempton Park, by die Baljukantore te Commissionerstraat 105, Kempton Park, op die 17de dag van Januarie 2002 om 10h00 van die ondergenoemde onroerende eiendom, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar.

Sekere: Erf 736, Birchleigh-Noord Uitbreiding 2 Dorpsgebied, Registrasie Afdeling I.R., Provinsie van Gauteng.

Sonering: Residensiële woning, groot 992 (nege honderd twee en negentig) vierkante meter, geleë te Dieter Straat 24, Birchleigh-Noord, Kempton Park, bestaande uit: Woonhuis bestaande uit: Sitkamer, eetkamer, 3 slaapkamers, kombuis, 2 badkamers & 2 toilette. *Buitegeboue:* 2 motorhuise & oprit. Alles onder 'n teëldak. Die eiendom is omhein met betonmure. Onderhewig aan: Sekere serwitute gehou onder Titelaktenommer T12017/88. Geen verbeteringe en/of veranderinge word gewaarborg nie.

Tersaaklike voorwaardes van verkoping is:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.

2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die Koper met datum van die verkoping, en onmiddellike inbesitneming is nie gewaarborg nie.

3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die Eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die Balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastings, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van Artikel 50 van die plaaslike Staatsordinansie (Transvaal) 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 19de dag van November 2001.

Van Rensburg Schoon & Cronje, No. 8 Die Eike, hoek van Monumentweg & Longstraat, Kempton Park. (Tel. 970-1203.) (Verw. Mev Jacobs/G1405.) (Rekeningnommer: 80-4568-8356.)

Saaknommer: 3620/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BRAKPAN GEHOU TE BRAKPAN

ABSA BANK BEPERK, Eiser, en mnr. C J LABUSCHAGNE, Verweerder

Ingevolge 'n vonnis en lasbrief uitgereik in bogemelde Hof, sal onderstaande eiendom in eksekusie verkoop word op 18 Januarie 2002 om 11h00 ten kantore van die Balju van Brakpan, Prince Georgelaan 439, Brakpan.

Erwe 2921 en 2923, Brakpan Dorpsgebied, geleë te Northdenelaan 181/183, Brakpan, grootte Erf 2921—320 (drie honderd en twintig) vierkante meter, Erf 2923—991 (nege honderd een en negentig) vierkante meter.

Sonering: Residensieel Een.

Hoogte: Twee verdiepings.

Dekking: 60 persent.

Boulyn: 4 meter.

Die volgende verbeteringe skyn op die eiendom te wees, maar word nie gewaarborg nie:

Woning:

Gebou-aansig: Noord.
Toestand van gebou: Swak.
Beskrywing van gebou: Enkelverdieping woonhuis.
Geboukonstruksie: Gepleister en geverfde bakstene.
Dakkonstruksie: Staandak met golf sinkplate.
Bestaande uit: Sitkamer, eetkamer, son/stoepkamer, kombuis, drie slaapkamers, badkamer, gang.

Buitegeboue:

Toestand van gebou: Swak.
Beskrywing van gebou: Enkelverdieping.
Geboukonstruksie: Gepleister en geverfde bakstene.
Dakkonstruksie: Platdak met IBR sinkplate.
Bestaande uit: Twee buitekamers, buite toilet, dubbel motorhuis.

Omheining: Beton aan een kant en steen/beton aan een kant.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word aan die hoogste bieër 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 die verkoping. Die balans tesame met rente sal betaal of verseker word by wyse van 'n waarborg binne 14 (veertien) dae na datum van die verkoping.

3. Die koper sal die transportkoste asook munisipale belastings, wat agterstallige en regskoste 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 sal ter insae lê by die kantoor van die Balju van Brakpan vanaf datum van hierdie kennisgewing.

Gedateer te Brakpan hierdie 29ste dag van November 2001.

Get. J. J. Geyser, Geyser Prokureurs, Athlonelaan 24, Dalview, Brakpan. [Tel. (011) 744-4620.] (Verw. Coetzer/ASR1.)

Saaknr.: 16194/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen: P D LINGENFELDER, Eiser, en THEUNIS FREDERIK DE BRUYN, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Vanderbijlpark en lasbrief vir eksekusie gedateer 4 April 2001 sal die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op Woensdag, 23 Januarie 2002 om 10:00 te Baljukantore te Krugerstraat 34A, Vereeniging:

'n Eiendom bestaande uit:

Erf 427, Sonlandpark, Registrasie Afdeling I.Q., Provinsie van Gauteng, groot 1 173 (een duisend een honderd drie en sewentig) vierkante meter, geleë te Nr.: 26 Ammstraat, Sonlandpark, Vereeniging.

Verbeterings ten opsigte waarvan geen waarborg gegee word nie: Huis bestaande uit 'n sitkamer, 3 slaapkamers, 1 badkamer, 1 kombuis, dubbel motorhuis en;

Die wesenlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

2. Deposito van 10% kontant by toeslaan van bod. Waarborg vir balans binne 14 dae na veiling.

3. Besit en okkupasie teen betaling van deposito en kostes.

4. Verdere voorwaardes by Balju ter insae.

5. Die eiendom word verkoop onderworpe aan die terme en titelvoorwaardes daarvan.

6. Verbeterings hierbo vermeld word nie gewaarborg of hiermee verseker dat dit korrek is nie.

Gedateer te Vanderbijlpark op die 27ste dag van November 2001.

Rooth & Wessels, Prokureur vir Eiser, Rooth & Wesselsgebou, Attie Fouriestraat, Vanderbijlpark.

Case No. 12492/2001

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

ABSA BANK LIMITED/ERIKA CARLSON and IVAN ALIC CARLSON

Sale in execution—18 January 2002 at 10h00 from the Fox Street entrance of the Johannesburg Magistrate's Court, by the Sheriff, Johannesburg South, to the highest bidder:

Erf: Portion 10 of Erf 713, Elandspark Township (892 square metres), situated at 52 Pauline Smith Crescent, Elandspark, consisting of lounge, diningroom, kitchen, 3 bedrooms, 1 bathroom, 1 toilet.

Conditions: 10% deposit, interest 13,75%, guarantee within 15 days, plus auctioneer's commission.

Full conditions at Sheriff's Offices, 100 Sheffield Street, Turffontein (Tel. 683-8261/2).

J. Beckmann for Theart, Mey and Partners (Tel. 907-2707). (Ref. A0134.319/TJ.)

Saaknommer: 8482/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen: ABSA BANK BEPERK, Eiser, en PELAELO MAKAKANE, Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof van Vanderbijlpark sal die eiendom hierna vermeld per openbare veiling verkoop word te Generaal Hertzogstraat, Vanderbijlpark, op Vrydag, 18 Januarie 2002 om 10:00.

Sekere: Erf 395, Vanderbijl Park South West 1 Dorpsgebied (Chaucerstraat 29, Vanderbijlpark).

Groot: 892 vierkante meter.

Verbeterings (geen waarborg word in verband hiermee gegee nie): Sitkamer, kombuis, badkamer, 3 slaapkamers, 1 garage, betonomheining, sinkdak.

Terme: Een tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 14,5% per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju Landdroshof, Vanderbijlpark binne 14 (veertien) dae vanaf datum van verkoping. Die verkoping is onderhewig aan Artikel 66 van Wet op Landdroshowe Nr. 32 van 1944, soos gewysig.

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

Geteken te Vanderbijlpark op die 3de dag van Desember 2001.

(Get) W. P. Pretorius, De Klerk, Vermaak & Vennote Ing., Prokureurs vir Eksekusieskuldeiser, Omegagebou, F W Beyersstraat, Vanderbijlpark. [Tel. (016) 931-1707.] (Verw: W. P. Pretorius/mev. Loubser/Z07571.)

Saak No. 15975/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK

In die saak tussen ABSA BANK BEPERK, Eiser, en KAREN RONEL BESTER, Verweerder

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwe deur die Balju, Kempton Park, by die Baljukantore te Commissionerstraat 105, Kempton Park, op die 17de dag van Januarie 2002 om 10h00, van die ondergenoemde onroerende eiendom, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar:

Sekere:

1. 'n Eenheid bestaande uit:

(a) Eenheid Nommer 11, soos getoon en meer volledig beskryf op Deelplan No. SS521/92, in die skema bekend as Aston Place, ten opsigte van die grond en gebou of geboue geleë te Kempton Park Dorpsgebied, Plaaslike Owerheid van Kempton Park, van welke deel die vloeroppervlakte volgens genoemde deelplan 91 (een-en-negentig) vierkante meter is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST33615/93.

Sonering: Residensiële woning, geleë te 201 Aston Place, Longstraat, Kempton Park.

Bestaande uit: Woonhuis bestaande uit sitkamer, 2 slaapkamers, kombuis, badkamer en toilet. Geen verbeteringe en/of veranderinge word gewaarborg nie.

Tersaaklike voorwaardes van verkoping is:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.

2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping, en onmiddellike inbesitneming is nie gewaarborg nie.

3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod, waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die Eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die Balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastings, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van Artikel 50, van die plaaslike Staatsordinansie (Transvaal) 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 20ste dag van November 2001.

Van Rensburg Schoon & Cronje, No. 8 Die Eike, h/v Monumentweg en Longstraat, Kempton Park. (Tel. 970-1203.) (Verw. mev. Jacobs/B3870.) (Rek. No. 80-4020-7905.)

Saak No. 23533/01

IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK

In die saak tussen ABSA BANK BEPERK, Eiser, en L. I. MOGOATLHE, Eerste Verweerder, en E. S. MOGOATLHE, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis toegestaan deur bogenoemde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, by die Baljukantore, te Commissionerstraat 105, Kempton Park, op die 17de dag van Januarie 2002 om 10h00, van die ondergenoemde onroerende eiendom, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar.

Sekere: Erf 2356, Birch Acres Uitbreiding 12 Dorpsgebied, Registrasie Afdeling I.R., provinsie van Gauteng.

Sonering: Residensiële woning, groot 1 000 (eenduisend) vierkante meter, geleë te 81 Piet My Vroustraat, Birch Acres, Kempton Park.

Bestaande uit: Woonhuis bestaande uit: Sitkamer, eetkamer, 3 slaapkamers, 2 badkamers en 2 toilette. *Buitegeboue:* 2 motorhuise, swembad en oprit—alles onder 'n teëldak.

Die eiendom is omhein met beton mure.

Onderhewig aan: Sekere serwitute gehou onder Titelakte No. T119299/99.

Geen verbeteringe en/of verandering word gewaarborg nie.

Tersaaklike voorwaardes van verkoping is:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.

2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping, en onmiddellike inbesitneming is nie gewaarborg nie.

3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod, waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die Eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die Balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastings, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van Artikel 50, van die plaaslike Staatsordinansie (Transvaal) 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 27ste dag van November 2001.

Van Rensburg Schoon & Cronje, No. 8 Die Eike, h/v Monumentweg en Longstraat, Kempton Park. (Tel. 970-1203.) (Verw. mev. Jacobs/M4773.) (Rek. No. 80-5135-3868.)

Saaknr. 17955/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en EDWARD DAVID JACOBS, Eerste Verweerder, en EDITH BARBARA JACOBS, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling, in bogemelde saak, op die 7de dag van Augustus 2001, en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju, Pretoria Sentraal, op die 15de dag van Januarie 2002 om 10:00, te Visagiestraat 234, Andriesstraat Ingang, Pretoria, verkoop:

Sekere: Gedeelte 2 van Erf 553, Rietfontein Dorpsgebied, Registrasie Afdeling J.R., Provinsie Gauteng, beter bekend as Louis Trichardtstraat 917, Rietfontein.

Groot: 1276 (eenduisend tweehonderd ses en sewentig) vierkante meter.

Sonering: Woonhuis.

Ten tye van die opstel van hierdie kennisgewing was die volgende verbeteringe aangebring op die eiendom, maar word niks gewaarborg nie: Sitkamer, eetkamer, 4 slaapkamers, kombuis, badkamer/stort/wk/hwk, 2 motorafdakke.

Die Koper moet 'n deposito van 10% van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n Bank of Bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Messcor Huis, Margarethastraat 30, Pretoria.

Prokureurs vir Eiser, Dyason Ing, Leopont, Kerkstraat Oos 451, Pretoria. (Verw: T du Plessis/mjc/FF2937.) [Tel. (012) 334 3570.]

Saak No.: 10965/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen WESTELIKE METROPOLITAANSE PLAASLIKE RAAD, Eksekusieskuldeiser, en Eerste Eksekusieskuldenaar, BP VAN HEERDEN, en Tweede Eksekusieskuldenaar, ME VAN HEERDEN

In die gemelde saak sal 'n veiling gehou word op 18 Januarie 2001 om 10h00, voor die Balju kantore Roodepoort, te Liebenberg Street, Roodepoort:

Erf 20, Hamberg, geleë in die Munisipaliteit en Afdeling Roodepoort, Provinsie Gauteng, groot 701 vierkante meter, gehou kragtens Transportakte T46681/1989, ook bekend as 39 Berg Street, Hamberg, Roodepoort.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 15,5% per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die oordrag gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): *Hoofgebou:* Baksteengebou met Sink dak met tuin, bestaande uit oopplan sitkamer en eetkamer, Gang, Kombuis, 1 Badkamer en ekstra toilet, 3 Slaapkamers, Bediende kamer, en 'n enkel Garage.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Roodepoort Suid, en in die kantoor van die ondergetekende.

Gedateer te Roodepoort op hierdie 20ste dag van November 2001.

J Venter, vir Evans–Rambau–Kruger Ing., Prokureur vir Vonnisskuldeiser, 348 Ontdekkersweg, Florida, Roodepoort. (011-672-8676.) (IW1241.)

Saaknommer: 1461/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BRAKPAN GEHOU TE BRAKPAN

ABSA BANK BEPERK, Eiser, en MNR M PILLAY, Verweerder

Ingevolge 'n vonnis en lasbrief uitgereik in bogemelde Hof, sal onderstaande eiendom in eksekusie verkoop word op 18 Januarie 2002 om 11h00 ten kantore van die Balju van Brakpan, Prince Georgelaan 439, Brakpan.

Erf: 143, Brakpan Noord dorpsgebied.

Geleë te: Kirkpatrickstraat 2, Brakpan Noord.

Grootte: 872 (agt honderd twee en sewentig) vierkante meter.

Sonering: Residensieel een.

Hoogte: Twee verdiepings.

Dekking: 60 persent.

Boulyn: 5 meter.

Die volgende verbeteringe skyn op die eiendom te wees, maar word nie gewaarborg nie:

Woning—.

Gebouaansig: Noord.

Toestand van gebou: Redelik.

Beskrywing van gebou: Enkelverdieping woonhuis.

Geboukonstruksie: Gepleister en geverfde steen.

Dakkonstruksie: Staandak met sementteëls.

Bestaande uit: Sitkamer, kombuis, vier slaapkamers, twee badkamers, dubbel motorhuis.

Buitegeboue: Geen.

Omheining: Een kant beton, een kant gepleister en geverfde steen, een kant gepleisterde steen.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word aan die hoogste bieër 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 die verkoping. Die balans tesame met rente sal betaal of verseker word by wyse van 'n waarborg binne 14 (veertien) dae na datum van die verkoping.

3. Die koper sal die transportkoste asook munisipale belastings, wat agterstallige en regskoste 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 sal ter insae lê by die kantoor van die Balju van Brakpan vanaf datum van hierdie kennisgewing.

Gedateer te Brakpan hierdie 21ste dag van November 2001.

Get J J Geyser, Geyser Prokureurs, Athlonelaan 24, Dalview, Brakpan. Tel 011 744 4620. Verw Coetzer/AWX1.

Case No 22597/2000

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

In the matter between: TRANSNET LIMITED, Plaintiff, and LEJANE NIXON MAPHETO, Defendant

In pursuance of judgment of the Magistrate's Court for the district of Vereeniging dated 20th day of December 2000 and subsequent writ of execution, dated the 14th day of March 2001 the following property will be sold in execution on 24 January 2002 at 51 Loch Street, Meyerton, at 10:00 by the Sheriff of the Magistrate's Court of Meyerton to the highest bidder.

Certain: Portion 74 of Erf 5539, Ennerdale Extension 8, Township, Registration Division I.Q., Province Gauteng.

Measuring: 348 (three hundred and forty eight) square metres.

Comprising of: 3 x bedrooms, 1 x bath room, 1 x lounge, 1 x kitchen, 1 x dining room (not guaranteed).

Ten (10%) percent of the purchase price is payable in cash on conclusion of the sale and the balance against registration of transfer in the name of the purchaser, to be secured by an acceptable guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days of the date of sale.

The full conditions of sale, which shall be binding upon the purchaser, may be inspected during office hours at the office of the Sheriff of the Magistrate's Court at 51 Loch Street, Meyerton.

Dated at Vereeniging on the 20th day of November 2001.

(get) Blakes–Mphanga, c/o De Klerk Vermaak & Partners Inc., Attorneys for Plaintiff, Overvaal, 28 Kruger Avenue, Vereeniging. Tel (016) 421-3400. Ref: PCB Luyt/MZ/MT.6/Z07415.

Case Number: 14231/2001

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

In the matter between: ABSA BANK LIMITED, Execution Creditor, and ANNA MAGERETHA FRANSINA MARAIS, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Kempton Park and Writ of Execution, dated 28 August 2001, the property listed hereunder will be sold in execution on 17 January 2002 at 10h00 at the Sheriff's Office, 105 Commissioner Street, Kempton Park by the Sheriff to the highest bidder:

Certain: Erf 917, Birchleigh North Extension 2 Township, Registration Division I.R., Province of Gauteng;

Measuring 992 (nine hundred and ninety two) square metres;

Held under Deed of Transfer T96454/2000;

Situated at: 8 Marius Street, Birchleigh North, Kempton Park.

Improvements (not guaranteed): A house consisting of a lounge, diningroom, 3 bedrooms, kitchen, 2 bathrooms, 2 toilets, 1 x TV room, 2 garages, pool, driveway—all under a tiled roof—the property is surrounded by brick pre-cast walls.

Terms: The purchase price shall be paid as to 10% thereof on the day of the sale and the balance, together with interest thereon to date of registration of transfer at the rate of 13,60% p.a. shall be paid or secured by a Bank or Building Society Guarantee, within 14 (fourteen) days.

The Conditions of Sale, which will be read immediately prior to the sale, may be inspected at the office of the sheriff of the Court, 105 Commissioner Street, Kempton Park.

Signed at Kempton Park on this 10th day of December 2001.

(Signed: D Oosthuizen), Oosthuizen Attorneys Inc., Law Chambers, 20 Central Ave, Kempton Park: Tel: 970-1769. Our Ref: Y Lombard/ABM194.

Case Number: 00862/2000

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

In the matter between: ABSA BANK LIMITED, Execution Creditor, and CLAYTON GRANT HENDRICKS, 1st Execution Debtor, and AUDREY AMY HENDRICKS, 2nd Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Kempton Park and Writ of Execution, dated 22 March 2000, the property listed herein will be sold in execution on 17 January 2002 at 10h00 at the Sheriff's Office, 105 Commissioner Street, Kempton Park by the Sheriff to the highest bidder:

Certain: Erf 252, Cresslawn Township, Registration Division I.R., Province of Gauteng;

Measuring 1041 (one thousand and forty one) square metres;

Held under Deed of Transfer T21733/98;

Situated at: 54 Fitter Street, Cresslawn, Kempton Park.

Improvements (not guaranteed): A house consisting of a lounge, diningroom, 3 bedrooms, kitchen, 2 bathrooms, 2 toilets, 1 x garage, paved driveway—all under a tiled roof—the property is surrounded by brick walls.

Terms: The purchase price shall be paid as to 10% thereof on the day of the sale and the balance, together with interest thereon to date of registration of transfer at the rate of 15,50% p.a. shall be paid or secured by a Bank or Building Society Guarantee, within 14 (fourteen) days.

The Conditions of Sale, which will be read immediately prior to the sale, may be inspected at the office of the sheriff of the Court, 105 Commissioner Street, Kempton Park.

Signed at Kempton Park on this 10th day of December 2001.

(Signed: D Oosthuizen), Oosthuizen Attorneys Inc., Law Chambers, 20 Central Ave, Kempton Park: Tel: 970-1769. Our Ref: Y Lombard/A501/AIH620.

Case No. 21897/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and MAROPE DAVID RAMONGANE, 1st Defendant, and MOKGAETSI JOSEPHINE RAMONGANE, 2nd Defendant

Persuant to a judgment granted by this Honourable Court on the 28th September 2000 and a warrant of execution, the undermentioned property will be sold in execution by the Sheriff of the High Court, on Friday, the 18th day of January 2002 at 11:00 at the offices of the Sheriff, High Court, Wonderboom at Portion 83, De Onderstepoort (just north of Sasko Mills), Old Warmbaths Road, Bon Accord) to the highest bidder:

Erf 19531, Mamelodi Township, Registration Division JR, Gauteng Province, held by Deed of Transfer No. T113561/98, measuring 705 (seven hundred and five) square metres, also known as 19531 Khutsong Extension, Mamelodi East, Pretoria.

Improvements are: A house consisting of a lounge, dining room, kitchen, TV room, 3 bedrooms, 2 bathrooms and garage.

No warranties regarding description extent or improvements are given.

The conditions of sale to be read out by the Sheriff at the time of the sale, which will be available for viewing at the offices of the Sheriff, Portion 83, De Onderstepoort, Old Warmbaths Road, Bon Accord.

Dated at Pretoria on this 13th day of December 2001.

Van Zyl Le Roux & Hurter Inc., 13th Floor, SAAU Building, cor Andries- & Schoeman Streets, P O Box 974, Pretoria, 0001. (Tel. 300-5000.) (Ref JJ Hurter/MS/193676.)

Saak Nr. 25406/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en ALBERT PHIRI, Identiteitsnommer 6412265705088, Verweerder

'n Verkoping sal plaasvind te Baljukantore, Balju Pretoria Wes, Olivettigebou 607, h/v Schubart- & Pretoriusstraat, Pretoria op Donderdag die 17de dag van Januarie 2002 om 10h00 van:

Sekere: Deel 7 van Erf 118, Philip Nel Park, groot 506 (vyfhonderd en ses) vierkante meter, gehou deur Akte van Transport T9013/97, bekend as Tom Claridgelaan 677, Philip Nel Park, Pretoria.

Die gemelde eiendomsbeskrywing word geensins gewaarborg nie en bestaan uit huis met sitkamer, eetkamer, 3 x slaapkamers, bad/wk en kombuis.

Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae te die kantore van die Balju Pretoria Wes, Olivettigebou 607, h/v Schubart- & Pretoriusstraat, Pretoria.

C. T. P. Eksteen, vir Du Plessis & Eksteen Ing., Prokureur vir Eiser, Eastwoodstraat 311, Arcadia. (Tel. 344-4434.) (Verw. Eksteen/co.)

Saak Nr. 24761/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MARIA MAGRIETHA CRONJE, Identiteitsnommer 6909100257084, Verweerder

'n Verkoping sal plaasvind te Balju: Wonderboom Gedeelte 83, De Onderstepoort (net Noord van Sasko Meule), Ou Warmbadpad, Bon Accord) op Vrydag die 18de dag van Januarie 2002 om 11h00 van:

Sekere: Deel 6, Kiss-Me-Quick, geleë te Resterende Gedeelte van Erf 528, Dorandia Uitbreiding 10, groot 79 (nege en sewentig) vierkante meter, gehou kragtens Akte van Transport ST18727/97, bekend as Kiss-Me-Quick 6, Deliaweg 826, Dorandia X10.

Die gemelde eiendomsbeskrywing word geensins gewaarborg nie en bestaan uit woonstel met sit/eetkamer, 2 x slaapkamers, kombuis, bad/hwb, toilet en motorhuis.

Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae te die kantore van die Balju Wonderboom, Ged. 83, De Onderstepoort (Ou Warmbadpad), Bon Accord.

C. T. P. Eksteen, vir Du Plessis & Eksteen Ing., Prokureur vir Eiser, Eastwoodstraat 311, Arcadia. (Tel. 344-4434.) (Verw. Eksteen/co.)

Saak No. 01/14301

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en KLOPPERS, HERMANUS PHILIPPUS, Verweerder

Ter uitwinning van 'n vonnis in die bogemelde Agbare Hof, gedateer die 12de dag van September 2001, sal 'n verkoping sonder 'n reserweprys as 'n eenheid gehou word te Commissionerstraat 105, Kempton Park om 10h00 van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê te Balju Kempton Park Suid, Commissionerstraat 105, Kempton Park aan die hoogste bieder:

Hoewe 452, Bredell Uitbreiding 2 Landbouhoewe, Registrasie Afdeling I.R., die Provinsie van Gauteng, groot 2,1737 (twee komma een sewe drie sewe) hektaar, gehou kragtens Ake van Transport T144619/1999.

Sonering: Landbouhoewes, geleë te Cloverstraat 452, Bredell Uitbr 2.

Die erf is in 'n gebied wat as woongebied verklaar is.

Die volgende inligting word verskaf insake verbetering, alhoewel geen waarborg in verband daarmee gegee kan word nie: Ingangsportaal, sitkamer, eetkamer, studeerkamer, familiekamer, naaldwerkkamer, kombuis, 3 badkamers, 1 aparte wc, 4 slaapkamers, kleinkombuis, waskamer, 4 motorhuise, 2 buitekamers, stoorkamer, 1 badkamer, stort, wc, swembad (verbeterings kan nie gewaarborg word nie).

Terme: 10% (tien persent) van die verkoopprys in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

Afslaersgelde betaalbaar op die dag van die verkoping sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n maksimum van R30 000,00 (dertig duisend rand) en daarna 3% (drie persent) tot maksimum fooi van R7 000,00 (sewe duisend rand) met 'n minimum van R300,00 (drie honderd rand). Minimum fooie—R300,00 (drie honderd rand).

Gedateer te Johannesburg op hierdie 11 dag van Desember 2001.

Tim Du Toit & Kie Ing, Weststraat 33, Houghton, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 483-3800.] [Fax (011) 483-0801.] (Verw. W A du Randt/bs/K127.)

Case Nr. 121778/2001

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

In the matter between ABSA BANK LIMITED, Plaintiff, and CELESTE CARMENITA NAIDOO, Defendant

A sale in execution will be held by the Sheriff, Pretoria Central at 10h00 on the 15th January 2002 at 234 Visagie Street, Pretoria of:

A unit consisting of:

(a) Section No. 25 as shown and more fully described on Sectional Plan No SS47/77 in the scheme known as Mercury in respect of the land and building or buildings situate at Erf 244, Arcadia Township, Local Authority Tshwane Metropolitan Municipality, of which the floor area according to the said sectional plan is 87 (eighty seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by virtue of Deed of Transfer ST85459/99 (better known as Mercury Flats 27, 744 Schoeman Street, Arcadia, Pretoria).

Particulars of the property and the improvements thereon are provided herewith, but are not guaranteed:

Improvements: Lounge, dining room, kitchen, 1 bedroom and bathroom/toilet.

Inspect conditions at the Sheriff, Pretoria-Central, at Messcor House, 30 Margaretha Street, Pretoria-Central.

J Plescia, Tim Du Toit & Company Inc., Attorneys for Plaintiff, 19th Floor, ABSA Bank Building, 230 Van der Walt Street, Pretoria. (Tel. 320-6753.) (Ref. PQ0017/JP/KB.)

Case No. 11275/2001

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

In the matter between ABSA BANK LTD, Plaintiff, and PAUL ANTHONY BLIGH, Defendant, and CARLA DE HILSTER, 2nd Defendant (Account Number 804 686 6523)

In pursuance of a judgment in the Court of the Magistrate of Kempton Park and a writ of execution, dated 14 September 2001, the property listed herein will be sold in execution on 17 January 2002 at 10h00 at Sheriff's Office, 105 Comissioner Street, Kempton Park by the Sheriff to the highest bidder:

Section 6 on Sectional Plan SS398/90 in the scheme Flora Villas situate at Norkem Park Township, Local Authority: Kempton Park/Tembisa Metropolitan Substructure, measure 82 (eighty two) square metres, held under Deed of Transfer ST79077/98, situated at 6 Flora Villas, 35 Dries Niemandt Avenue, Norkem Park, Kempton Park.

The Judgment Creditor described the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

Improvements: 1 lounge, 1 kitchen, 2 bedrooms, 1 bathroom, 1 toilet, tiled roof.

Terms: The purchase price shall be paid as to 10% thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 14,25% per annum within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee. The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, 105 Commissioner Street, Kempton Park and/or The Sheriff.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, Kempton Park (Mrs. Swanepoel/A1406.)

Case No. 20546/2000

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

In the matter between ABSA BANK LTD, Plaintiff, and TEBOGO PETRUS SEATE, Defendant (Account Number 80 5180 8318)

In pursuance of a judgment in the Court of the Magistrate of Kempton Park and a writ of execution, dated 9 February 2001, the property listed herein will be sold in execution on 17 January 2002 at 10h00 at Sheriff's Office, 105 Comissioner Street, Kempton Park by the Sheriff to the highest bidder:

Section 25 on Sectional Plan SS 300/94 in the scheme Sunningdale Club I, situate at Birchleigh Ext. 19, Local Authority: Kempton Park/Tembisa Metropolitan Substructure, measure 50 (fifty) square metres, held under Deed of Transfer ST22979/2000, situated at 25 Sunningdale Club I, Tinus de Jongh Street, Birchleigh, Kempton Park.

The Judgment Creditor described the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

Improvements: 1 lounge, 1 kitchen, 2 bedrooms, 1 bathroom, 1 toilet, 1 garage, driveway, tiled roof, surrounded by brick walls.

Terms: The purchase price shall be paid as to 10% thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 14,7% per annum within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee. The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, 105 Commissioner Street, Kempton Park and/or The Sheriff.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, Kempton Park (Mrs. Swanepoel/A1229.)

Case No. 24679/2001

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

In the matter between ABSA BANK LTD, Plaintiff, and GERRIT WELKEN, Defendant, and ANNA MARIA MAGDALENA WELKEN, 2nd Defendant (Account No. 805 246 8301)

In pursuance of a judgment in the Court of the Magistrate of Kempton Park and a writ of execution, dated 5 November 2001, the property listed herein will be sold in execution on 17 January 2002 at 10h00 at Sheriff's Office, 105 Comissioner Street, Kempton Park by the Sheriff to the highest bidder:

Erf 401, Rhodesfield Township, Registration Division I.R., Gauteng, measure 991 (nine hundred and ninety one) square metres, held under Deed of Transfer T33996/93, situated at 39 Albatros Street, Rhodesfield, Kempton Park.

The Judgment Creditor described the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

Improvements: 1 lounge, 1 diningroom, 1 kitchen, 4 bedrooms, 1 garage, 1 carport, driveway, tiled roof, surrounded by pre-cast walls and fencing.

Terms: The purchase price shall be paid as to 10% thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 13,9% per annum within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee. The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, 105 Commissioner Street, Kempton Park and/or The Sheriff.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, Kempton Park (Mrs. Swanepoel/A1614.)

Case No. 22106/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between BOE BANK LIMITED, Plaintiff, and FRANS ALBERT JAN DUYS, Defendant

Pursuant to a judgment granted by this Honourable Court on 28 September 2001, and a warrant of execution, the undermentioned property will be sold in execution by the Sheriff of the Supreme Court, Boksburg on Friday, 25 January 2002, at 11h15 at the Deputy Sheriff, Boksburg Office at 182 Leeupoort Street, Boksburg, to the highest bidder:

A unit consisting of:

(a) Section No. 4 as shown and more fully described on Sectional Plan No. SS55/1997 in the scheme known as Alphen Estate in respect of the land and building or buildings situate at Erf 177, Bartlett Extension 26 Township, Local Authority Boksburg Metropolitan Substructure, of which section the floor area, according to the said sectional plan, is 77 (seventy seven) square metres in extent, held by Deed of Transfer No. ST6750/1997, also known as Flat Number 4, Alphen Estate, corner Edwin & Ridge Street, Barlett, Boksburg.

The following information is forwarded regarding the improvements on the property, although nothing can be guaranteed in this regard: Lounge, kitchen, bedroom, bathroom.

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

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

Dated at Kempton Park on this 28th day of November 2001.

J G Joubert, Joubert, Scholtz Incorporated, 11 Heide Street, Kempton Park; P O Box 1300, Kempton Park. [Tel. (011) 394-2676.] C/o 8 Floor, Charter House, 179 Bosman Street, Pretoria. (Ref. Mr Joubert/Ivy Gouws/EV/N132/01.) (Acc No. 854 010 9700.)

Saaknommer: 12813/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KEMPTON PARK GEHOU TE KEMPTON PARK

In die saak tussen ABSA BANK BEPERK, Eiser, en BEAUTY NOBUHLE NGWENYA, Verweerder

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju Kempton Park, by die baljukantore te Commissionerstraat 105, Kempton Park, op die 17de dag van Januarie 2002 om 10h00 van die ondergenoemde onroerende eiendom, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtilike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar.

Sekere: Erf 1805 Glen Marais Dorpsgebied, Registrasie Afdeling I.R., Provinsie van Gauteng.

Sonering: Residensiële woning.

Groot: 1 160 (een duisend een honderd en sestig) vierkante meter.

Gelee te: 35 Joubert Straat, Glen Marais Kempton Park.

Bestaande uit: Woonhuis bestaande uit: Sitkamer, eetkamer, 3 slaapkamers, kombuis, opwaskamer, 2 badkamers, 2 toilette, TV kamer.

Buitegeboue: 2 garages, afdak, swembad, oprit & woonstel. Alles onder 'n teëldak. Die eiendom is omhein met beton mure.

Onderhewig aan: Sekere serwitute gehou onder Titelaktenommer T141019/98.

Geen verbeteringe en/of veranderinge word gewaarborg nie.

Tersaaklike voorwaardes van verkoping is:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.

2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die Koper met datum van die verkoping, en onmiddellike inbesitneming is nie gewaarborg nie.

3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastings, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van Artikel 50 van die plaaslike Staatsordinansie (Transvaal) 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 14de dag van November 2001.

Van Rensburg Schoon & Cronje, No 8 Die Eike, h/v Monumentweg & Longstraat, Kempton Park. (Tel; 970-1203.) (Verw: Mev Jacobs/N1856.) (Rekeningnommer: 80-5073-0706.)

Saaknommer: 6620/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KEMPTON PARK GEHOU TE KEMPTON PARK

In die saak tussen ABSA BANK BEPERK, Eiser, en B C DE WIT, Eerste Verweerder, en L G DE WIT, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwe deur die Balju Kempton Park, by die baljukantore te Commissionerstraat 105, Kempton Park, op die 17de dag van Januarie 2002 om 10h00 van die ondergenoemde onroerende eiendom, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar.

Sekere: Erf 270 Birchleigh Noord Uitb 3 Dorpsgebied, Registrasie Afdeling I.R., Provinsie van Gauteng.

Sonering: Residensiële woning.

Groot: 1 016 (een duisend en sestien) vierkante meter.

Geleë te: 8 Delmaine Straat, Birchleigh Noord, Kempton Park.

Bestaande uit: Woonhuis bestaande uit: Sitkamer, 2 badkamers, eetkamer, 2 toilette, 3 slaapkamers & kombuis.

Buitegeboue: 2 motorhuise, afdak & oprit.

Alles onder 'n teëldak.

Die eiendom is omheid met beton mure.

Onderhewig aan: Sekere serwitute gehou onder Titelaktenommer T99785/96.

Geen verbeteringe en/of veranderinge word gewaarborg nie.

Tersaaklike voorwaardes van verkoping is:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.

2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die Koper met datum van die verkoping, en onmiddellike inbesitneming is nie gewaarborg nie.

3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastings, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van Artikel 50 van die plaaslike Staatsordinansie (Transvaal) 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 9de dag van November 2001.

Van Rensburg Schoon & Cronje, No 8 Die Eike, h/v Monumentweg & Longstraat, Kempton Park. (Tel; 970-1203.) (Verw: Mev Jacobs/D2245.) (Rekeningnommer: 80-4511-9246.)

Saaknommer: 23534/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KEMPTON PARK GEHOU TE KEMPTON PARK

In die saak tussen: ABSA BANK BEPERK, Eiser, en WENDELA MONIQUE HUYBRECHTS, Verweerder

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju Kempton Park, by die Baljukantore te Commissionerstraat 105, Kempton Park, op die 17de dag van Januarie 2002 om 10h00 van die ondergenoemde onroerende eiendom, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar.

Sekere: Erf 554, Birch Acres Uitbreiding 1 Dorpsgebied, Registrasie Afdeling I.R., Provinsie van Gauteng.

Sonering: Residensiële woning, groot: 991 (negehonderd een en negentig) vierkante meter, geleë te 29 Muisvoël Weg, Birch Acres, Kempton Park, bestaande uit: Woonhuis bestaande uit: Sitkamer, eetkamer, 3 slaapkamers, kombuis, opwaskamer, 2 badkamers, 2 toilette, TV kamer. *Buitegeboue:* 2 motorhuise, swembad, oprit & woonstel. Alles onder 'n teëldak. Die eiendom is omhein met baksteen & beton mure, onderhewig aan: Sekere serwitute gehou onder Titelaktenommer T46963/2001.

Geen verbeteringe en/of veranderinge word gewaarborg nie.

Tersaaklike voorwaardes van verkoping is:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.

2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die Koper met datum van die verkoping, en onmiddellike inbesitneming is nie gewaarborg nie.

3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod, waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die Eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die Balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastings, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van Artikel 50 van die plaaslike Staatsordinansie (Transvaal) 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 15de dag van November 2001.

Van Rensburg Schoon & Cronje, No. 8 Die Eike, hoek van Monumentweg & Longstraat, Kempton Park. (Tel. 970-1203.) (Verw: Mev. Jacobs/H1714.) (Rekeningnommer: 80-5340-0291.)

Saaknommer: 11783/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KEMPTON PARK GEHOU TE KEMPTON PARK

In die saak tussen: ABSA BANK BEPERK, Eiser, en HENRI GUILLEAUME BOSHOFF, Eerste Verweerder, MARIA JACOBA BOSHOFF, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju Kempton Park, by die Baljukantore te Commissionerstraat 105, Kempton Park, op die 17de dag van Januarie 2002 om 10h00 van die ondergenoemde onroerende eiendom, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar.

Sekere: Gedeelte 6 van Erf 874, Edleen Uitbreiding 1 Dorpsgebied, Registrasie Afdeling I.R., Provinsie van Gauteng.

Sonering: Residensiële woning, groot: 1 376 (een duisend drie honderd ses en sewentig) vierkante meter, geleë te 9A Janina Straat, Edleen, Kempton Park, bestaande uit: Woonhuis bestaande uit: Sitkamer, eetkamer, 4 slaapkamers, kombuis, opwaskamer, 2 badkamers, 2 toilette, TV kamer. *Buitegeboue:* 3 motorhuise, swembad, oprit. Alles onder 'n teëldak. Die eiendom is omhein met baksteen mure, onderhewig aan: Sekere serwitute gehou onder Titelaktenommer T74842/99.

Geen verbeteringe en/of veranderinge word gewaarborg nie.

Tersaaklike voorwaardes van verkoping is:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.

2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die Koper met datum van die verkoping, en onmiddellike inbesitneming is nie gewaarborg nie.

3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod, waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die Eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die Balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastings, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van Artikel 50 van die plaaslike Staatsordinansie (Transvaal) 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 15de dag van November 2001.

Van Rensburg Schoon & Cronje, No. 8 Die Eike, hoek van Monumentweg & Longstraat, Kempton Park. (Tel. 970-1203.) (Verw: Mev. Jacobs/B3317.) (Rekeningnommer: 80-5111-8545.)

Saaknommer: 11781/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KEMPTON PARK GEHOU TE KEMPTON PARK

In die saak tussen: ABSA BANK BEPERK, Eiser, en SUSAN CHARMAINE LIEBENBERG, Eerste Verweerder, WILLEM LIEBENBERG, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju Kempton Park, by die Baljukantore te Commissionerstraat 105, Kempton Park, op die 17de dag van Januarie 2002 om 10h00 van die ondergenoemde onroerende eiendom, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar.

Sekere: Erf 408, Van Riebeeck Park Dorpsgebied, Registrasie Afdeling I.R., Provinsie van Gauteng.

Sonering: Residensiële woning, groot: 910 (negehonderd en tien) vierkante meter, geleë te 11 Blouberg Straat, Van Riebeeck Park, Kempton Park, bestaande uit: Woonhuis bestaande uit: Sitkamer, eetkamer, 3 slaapkamers, kombuis, 2 badkamers, 2 toilette, studeerkamer & TV kamer. *Buitegeboue:* 2 motorhuise, 2 afdakke, swembad & oprit. Alles onder 'n teëldak. Die eiendom is omhein met steen mure, onderhewig aan: Sekere serwitute gehou onder Titelaktenommer T18638/2000.

Geen verbeteringe en/of veranderinge word gewaarborg nie.

Tersaaklike voorwaardes van verkoping is:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.

2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die Koper met datum van die verkoping, en onmiddellike inbesitneming is nie gewaarborg nie.

3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod, waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die Eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die Balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastings, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van Artikel 50 van die plaaslike Staatsordinansie (Transvaal) 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 16de dag van November 2001.

Van Rensburg Schoon & Cronje, No. 8 Die Eike, hoek van Monumentweg & Longstraat, Kempton Park. (Tel. 970-1203.) (Verw: Mev. Jacobs/L1966.) (Rekeningnommer: 80-5182-7839.)

Saaknommer 14060/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING

In die saak tussen: FIRSTRAND BANK (formerly known as FIRST NATIONAL BANK LIMITED), Eksekusieskuldeiser, en STEPHANUS JOHANNES KOTZE, TEPETE KOTZE, Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer die 28ste Augustus 2001 sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op die 18de dag van Januarie 2002 by die kantore van die Landdroshof, Fox Straat Ingang, Johannesburg om 10h00.

Beskrywing: Erf 208, West Turffontein Dorpsgebied, Registrasie Afdeling I.R., Provinsie Gauteng, groot 1 190 (eenduisend eenhonderd en negentig) vierkante meter.

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

Die straatadres is: 7 O'Hare Straat, West Turffontein, Johannesburg.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshowe Wet Nr. 32 van 1944, en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die Akte/s van Transport, en sal verkoop word aan die hoogste bieder.

2. Die koper sal aan die Balju 10% van die koopprys betaal onmiddellik na die ondertekening van die verkoopsvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van die verkoop vir die balans van die koopprys.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlings moet met die Eksekusieskuldeiser getref word vir die verkoping.

4. Die volledige verkoopsvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 27ste dag van November 2001.

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

Saaknommer: 18250/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen: SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en MAPHOKO JOHNSON MMOLA, Eksekusieskuldenaar

Ingevolge 'n vonnis gelewer op 30 Augustus 2001 in die bogemelde Agbare Hof, en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op Donderdag, 17 Januarie 2002 om 09h00 te die Baljukantoor, Prinseslaan 180, Benoni, Gauteng, aan die hoogste bieër:

Erf 6287, Etwatwa Uitbreiding 3, Registrasieafdeling IR, Gauteng, grootte 337 (driehonderd sewe en dertig) vierkante meter.

Eiendomsadres: Erf 6287, Etwatwa Uitbreiding 3, Benoni.

1. Die verkoping sal onderhewig wees aan die voorwaardes van die Hooggeregshof Wet (soos gewysig), en die reëls gepaardgaande.

2. Die koper moet 10% van die koopprys met 'n bankgewaarborgde tjek of kontant betaal op die dag van die verkoping. Indien die koper finansiering ontvang vanaf 'n finansiële instansie, moet die koper binne 14 (veertien) dae vanaf die dag van die verkoping geskrewe bewys lewer vanaf die genoemde finansiële instansie dat die koper kwalifiseer vir 'n lening. Die leningsbedrag mag nie minder wees nie as die koopbedrag.

3. Die koper sal aanspreeklik wees vir enige rente aan die eksekusieskuldeiser en aan die verbandhouer vanaf die koopdatum tot datum van registrasie, soos uiteengesit in die verkoopsvoorwaardes.

4. Oordrag sal gedoen word deur die Eksekusieskuldeiser of sy prokureur en die koper sal aanspreeklik wees vir alle oordragskoste, huidige erfbelasting en ander uitgawes nodig om die oordrag te finaliseer, op aanvraag by die genoemde prokureurs.

5. Die verkoping sal nie voortgaan nie tensy die Eksekusieskuldeiser of by verteenwoordiger teenwoordiger is.

Die volle voorwaardes kan verkry word by die kantore van die Balju van die Hooggeregshof te Prinseslaan 180, Benoni.

Gedateer te Pretoria op 13 November 2001.

Henstock van den Heever, Prokureur vir Eiser, Farendenstraat 343, Arcadia, Pretoria. (Verw. HHM031.)

Saaknommer: 18248/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen: SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en MOEKETSI ISAAC MOEKETSI, Eksekusieskuldenaar

Ingevolge 'n vonnis gelewer op 19 September 2001 in die bogemelde Agbare Hof, en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op Donderdag, 17 Januarie 2002 om 09h00 te die Baljukantoor, Prinseslaan 180, Benoni, Gauteng, aan die hoogste bieër:

Erf 6009, Etwatwa Uitbreiding 3, Registrasieafdeling IR, Gauteng, grootte 322 (driehonderd twee en twintig) vierkante meter.

Eiendomsadres: Erf 6009, Etwatwa Uitbreiding 3, Benoni.

Soos gehou deur die Eksekusieskuldenaar kragtens Akte van Transport TL31595/1991.

1. Die verkoping sal onderhewig wees aan die voorwaardes van die Hooggeregshof Wet (soos gewysig), en die reëls gepaardgaande.

2. Die koper moet 10% van die koopprys met 'n bankgewaarborgde tjek of kontant betaal op die dag van die verkoping. Indien die koper finansiering ontvang vanaf 'n finansiële instansie, moet die koper binne 14 (veertien) dae vanaf die dag van die verkoping geskrewe bewys lewer vanaf die genoemde finansiële instansie dat die koper kwalifiseer vir 'n lening. Die leningsbedrag mag nie minder wees nie as die koopbedrag.

3. Die koper sal aanspreeklik wees vir enige rente aan die eksekusieskuldeiser en aan die verbandhouer vanaf die koopdatum tot datum van registrasie, soos uiteengesit in die verkoopsvoorwaardes.

4. Oordrag sal gedoen word deur die Eksekusieskuldeiser of sy prokureur en die koper sal aanspreeklik wees vir alle oordragskoste, huidige erfbelasting en ander uitgawes nodig om die oordrag te finaliseer, op aanvraag by die genoemde prokureurs.

5. Die verkoping sal nie voortgaan nie tensy die Eksekusieskuldeiser of by verteenwoordiger teenwoordiger is.

Die volle voorwaardes kan verkry word by die kantore van die Balju van die Hooggeregshof te Benoni, Prinseslaan 180, Benoni.

Gedateer te Pretoria op 13 November 2001.

Henstock van den Heever, Prokureur vir Eiser, Farendenstraat 343, Arcadia, Pretoria. (Verw. HHM034.)

Case No. 21851/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: BOE BANK LIMITED, t/a NBS, Plaintiff, and ADAM JOHANNES PETRUS VOS, Defendant

Sale in execution to be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just North of Sasko Mills), Old Warmbaths Road, Bon Accord, at 11h00 on the 18th January 2002, of:

Erf 64, situate in the township Sinoville, Registration Division J.R., in the Province Gauteng, measuring 1190 square metres, held under Deed of Transfer No. T116884/1997.

The property is known as 268 Miriana Street, Sinoville.

Improvements comprise: Dwelling: Single storey, brick walls, IBR roof, tiles, lounge, diningroom, kitchen, 2 bedrooms, 2 bathrooms, 1 shower, 2 wc's, 4 carports, walls, pavings, gates, borehole, lapa.

A substantial building society bond can be arranged for an approved purchaser.

Terms: 10% in cash on day of the sale and the balance against transfer to be secured by an approved guarantee to furnish within 21 (twenty one) days after the date of sale.

Conditions of sale can be inspected at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just North of Sasko Mills) Old Warmbaths Road, Bon Accord.

CG Stolp, for Solomon Nicolson Rein & Verster Inc, S N R & V House, 748 Church Street, cor. Church & Beckett Streets, Arcadia, Pretoria. (Ref: Mr Stolp/Alta/M3160.)

Saaknommer: 668/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KEMPTON PARK GEHOU TE KEMPTON PARK

In die saak tussen: ABSA BANK BEPERK, Eiser, en TRUSTEES FOR THE TIME BEING OF THE IMAGE II TRUST, Eerste Verweerder, en NICOL PRETORIUS STRYDOM, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, by die Baljukantore te Commissionerstraat 105, Kempton Park, op die 17de dag van Januarie 2002 om 10h00 van die ondergenoemde onroerende eiendom, gehou word. Die verkoopsvoorwaardes ten opsigte van die geregtelike verkoping sal deur die bovermelde Balju tydens die verkoping uitgelees word, en gemelde voorwaardes is voor die verkopingsdatum by die Balju se bogenoemde kantore, beskikbaar:

Sekere: Erf 394, Aston Manor Dorpsgebied, Registrasie Afdeling I.R., Provinsie van Gauteng, sonering: Residensiële woning, groot 1 487 (eenduisend vierhonderd sewe en tagtig) vierkante meter, geleë te 19 Eaton Weg, Aston Manor, Kempton Park.

Bestaande uit woonhuis bestaande uit sitkamer, eetkamer, 3 slaapkamers, kombuis, 2 badkamers & 2 toilette. *Buitegeboue:* 2 motorhuise, oprit & woonstel. Alles onder 'n teëldak. Die eiendom is omhein met betonmure. Onderhewig aan sekere serwitute gehou onder Titelaktenommer T104343/99. Geen verbeteringe en/of veranderinge word gewaarborg nie.

Tersaaklike voorwaardes van verkoping is:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.

2. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die Koper met datum van die verkoping, en onmiddellike inbesitneming is nie gewaarborg nie.

3. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

4. Die koper sal aanspreeklik wees om die Eksekusieskuldeiser se prokureurs van rekord, op versoek, in fondse te plaas ten einde die Balju wat as afslaer opgetree het, alternatiewelik, die afslaer, te betaal, asook alle kostes en uitgawes, belastings, heffings en enige ander bedrae betaalbaar ten einde 'n sertifikaat in terme van Artikel 50 van die plaaslike Staatsordinansie (Transvaal) 1939, of enige wysiging en/of toevoeging, daartoe, te bekom, te betaal.

Geteken te Kempton Park op hierdie 9de dag van November 2001.

Van Rensburg Schoon & Cronje, No. 8 Die Eike, h/v Monumentweg & Longstraat, Kempton Park. (Tel: 970-1203.) (Verw: Mev Jacobs/I100.) (Rekeningnommer: 80-5084-1618.)

Saaknommer: 23426/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen DIRK JOHANNES VERMEULEN, 1ste Eiser, en CHARLOTTE VERMEULEN, 2de Eiseres, en OVERUTURE TRADING 1032 BK, Verweerder

Kennis word hiermee gegee dat ingevolge 'n vonnis by verstek toegestaan in die Hooggeregshof van Suid-Afrika in bogemelde saak op die 10de Oktober 2001 en ingevolge 'n bevel waarin die ondergenoemde eiendom uitwinbaar verklaar is, gedateer 14 November 2001, en ten uitvoering van 'n Lasbrief tot Uitwinning sal die Balju van die Hooggeregshof, Pretoria Sentraal op die 15de Januarie 2001 om 10h00 te Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Erf 134, Môregloed, J R Gauteng, gehou kragtens Transportakte T4889/2001, geleë te Chamfutistraat 1164, Môregloed, Pretoria.

Die eiendom bestaan uit 'n woonhuis met 'n sitkamer, eetkamer, kombuis, 3 slaapkamers, enkel motorhuis en bediendekamer.

Beskrywing, grootte en verbeterings nie gewaarborg.

Die verkoopsvoorwaardes wat uitgelees word is ter insae by die kantore van die Balju, Pretoria Sentraal te Margarethastraat 30, Pretoria, beskikbaar.

Geteken te Pretoria op hierdie 4de dag van Desember 2001.

C H Greyvenstein Prokureurs, Applikant se Prokureurs, 3de Vloer, Bureau Forum, Bureaulaan, Pretoria. (Verw: C H Greyvenstein/GV1047.)

Case Number: 15667/00
VO/125

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

In the matter between: NEDCOR BANK LIMITED (51/000009/06), Plaintiff, and PAKISO THYS MOKOENA, Defendant

Persuant to the judgment of the Magistrate's Court of Vanderbijlpark and warrant of execution dated 9th January 2001, the following fixed property having been declared specially executable will be sold in execution to the highest bidder on Friday, 25th January 2002 at 10h00 at the Magistrate's Court, Vanderbijlpark.

Erf 71100, Sebokeng Extension 24 Township, Registration Division IQ, Gauteng Province, measuring 203 (two hundred and three) square metres; held by Deed of Transfer T33519/1999.

Improvements: 3 bedroomed house with 1 bathroom, 1 kitchen and 1 lounge.

Conditions of sale:

1. Voetstoots and without reserve.

2. Deposit of 10% cash immediately after the sale. Guarantee for balance within 14 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at the Sheriff's Office.

5. The properties are sold subject to the terms and conditions and limitations as specified in the title conditions thereof.

6. Improvements stated below are not guaranteed or warranted to be correct.

Dated at Vanderbijlpark this 10th day of December 2001.

Rooth & Wessels, Attorney for Plaintiff, Vanderbijlpark Incorporated, Rooth & Wessels Building, 22 Attie Fourie Street, P.O. Box 21, Vanderbijlpark.

Case number: 96/20105

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

BOE BANK LIMITED, Plaintiff, and PRINSLOO MARTHINUS JOHANNES, 1st Defendant, and PRINSLOO, ANNA SOPHIA, 2nd Defendant

In pursuance of a judgment in the High Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed herein will be sold at the office of the Sheriff of the High Court, Alberton, at 1st Floor, Terrace Building, Eaton Terrace Street, New Redruth, at 10h00 on the 22nd January 2002, to the highest bidder.

Certain: Erf 1448, Mayberry Park Township, Registration Division IR, the Province of Gauteng, commonly known as 15 Njala Street, Mayberry Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed. A single storey building with lounge, dining room, TV room, kitchen, 3 bedrooms, 1 bathroom, 2 wc, swimming pool, maids quarters and outside playroom.

Zoned: Residential.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the High Court, Alberton.

Dated at Johannesburg on this the 12th day of November 2001.

Van Staden & Booysen, Attorneys for Plaintiff, c/o Document Exchange, 3rd Floor, The Markade, 84 President Street, Johannesburg. (Tel: 867-5723.) (Ref: JVS/esb/B773.)

Case number: 99/3365

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

BOE BANK LIMITED, Plaintiff, and SWEENEY, DAVID STUART, 1st Defendant, and SWEENEY, JACQUELINE ALVES, 2nd Defendant

In pursuance of a judgment in the High Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed herein will be sold at the office of the Sheriff of the High Court, Germiston South at 4 Angus Street, Germiston, at 10h00 on the 21st January 2002, to the highest bidder.

Certain: Erf 240, Albemarle Township, Registration Division IR, the Province of Gauteng, commonly known as 34 Rohrs Street, Albemarle.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed. A single storey building with lounge, kitchen, dining room, 3 bedrooms, 2 bathrooms, 2 w.c.'s, swimming pool, garage, servants quarters, all under a tiled roof.

Zoned: Residential.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the High Court, Germiston South, 4 Angus Street, Germiston.

Dated at Johannesburg on this the 14th day of November 2001.

Van Staden & Booysen, Attorneys for Plaintiff, c/o Document Exchange, 3rd Floor, The Markade, 84 President Street, Johannesburg. (Tel: 867-5723.) (Ref: JVS/esb/N267.)

Case No. 25348/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MAGRIETHA ALETTA ANNA SUSANNA BREYENBACH, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the abovementioned suit, a sale will be held by the Sheriff of Pretoria West at Olivetti House, cnr Schubart and Pretorius Streets, Pretoria on the 17 January 2002 at 10h00 of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

(a) Section 2 as shown and more fully described on Sectional Plan SS229/88 in the scheme known as Duet 3349 in respect of the land and buildings situated at Erf 3349, Elandspoort, Local Authority City Council of Pretoria, measuring 65 square metres;

(b) and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No. ST105661/98, known as No. 2 Duet House, Duet 3349, Mike du Toit Street, Elandspoort, Pretoria.

The following information is furnished, though in this regard nothing is guaranteed: 1 lounge, 3 bedrooms, 1 bathroom, 1 kitchen.

Terms: The sale is without reserve. Deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the attorney and to be furnished to the Sheriff, Pretoria West within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Pretoria West, Olivetti House, cnr of Schubart and Pretorius Streets, Pretoria.

Dated at Pretoria this 15th day of November 2001.

Savage Jooste and Adams Inc., Plaintiff's Attorney, Savage Jooste and Adams House, Hadefields, 1267 Pretorius Street, Hatfield, Pretoria. (Ref. Mrs Kartoudes/YVA/65649.)

Case No. 25069/99

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

In the matter between BOE BANK LIMITED, Plaintiff, and JAMES MOHLONGO, Defendant

In execution of a judgment of NBS Bank Limited the Magistrate's Court of Pretoria in this suit, the undermentioned property will be sold by the Sheriff of Pretoria South the Court at Fehrslane Centre, 130A Struben Street, Pretoria on the 16 January 2002 at 10h00 to the highest bidder:

Certain: Erf 1801, situated in the Township of Heuweloord Ext 4, Registration Division JR, Gauteng, measuring 1 024 square metres, held by virtue of Deed of Transfer T141130/98, situated at 118 Apiesdoring Street, Heuweloord, Centurion.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrate's Court Act and Rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property:

Main building: 1 lounge, 1 diningroom, 1 pantry, 1 kitchen, 2 bedrooms, 1 bathroom, 1 shower and 1 w.c.

3. *Payment:* The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale.to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices at Edenpark Building, 82 Gerhard Street, Lyttelton Agricultural Holdings, Centurion.

Dated at Pretoria this 15th day of November 2001.

Savage Jooste and Adams Inc., Savage Jooste and Adams House, Hadefields, 1267 Pretorius Street, Hatfield, Pretoria. (Tel. 342-6346.) (Ref. Mrs Kartoudes/63520.)

Case No: 102672/2000

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

In the matter between BODY CORPORATE EASTBURY, Plaintiff, and FATIMA KAY, Defendant

In pursuance of the Judgment of the above Honourable Court and the Warrant of Execution, a sale without reserve (subject to Section 66 (2) of the Magistrate's Court Act No. 32 of 1944, as amended) will be held at the Magistrate's Court, Foxstreet Entrance, Johannesburg on the 18th of January 2002, at 10h00 of the undermentioned property of the Defendant on the conditions read out by the Auctioneer at the Magistrate's Court, Fox Street Entrance, Johannesburg, prior to the sale and which may be inspected at the offices of the Sheriff prior to the sale, namely:

Unit 2 as shown and more fully described on Sectional Plan No. SS228/94 in the scheme known as Eastbury in respect of the land and building or buildings situate at Jeppestown Township, Local Authority City of Johannesburg, of which section the floor area, according to the said Sectional Plan is 45 square metres in extent; together with an undivided share in the common property in the scheme apportioned to the said Section.

Held under Deed of Transfer ST. ST.56018/1994.

Terms: 10% (ten percent of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer to be secured by a Bank, Building Society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of the sale. Auctioneer's charges payable on the date of the sale to be calculated as follows: 5% (five percent) on the proceeds of the sale up to the price of R20 000-00 (twenty thousand rand), thereafter 3% (three percent) up to a maximum of R6 000-00 (six thousand rand), minimum charges R200-00 (two hundred rand).

The sale is voetstoots and subject to:

1. The Magistrate's Court Act and the rules thereunder;

2. The conditions of the Title Deed; and

3. The conditions of the sale which may be inspected at the offices of the Sheriff and will be read out immediately before the sale.

Dated at Johannesburg on this 21st day of November 2001.

Ian Levitt Attorneys, 1 Unity Street, cnr 131 Louis Botha Ave, Fellside, Johannesburg. [Tel: (011) 483-2046.] [Fax: (011) 728-3166.] (Ref: Mr I Levitt/A342/cv.)

Case No: 2001/16953
PH 267

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and MABALANE, NOMPUKO ELIZABETH, First Defendant, GWAZA, MBONGENI ALFRED, Second Defendant, and VUNDLE, MONGEZI ANDREA, Third Defendant

In execution of a Judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held by the Sheriff of the High Court at the Sheriff's Sales rooms, 10 Liebenburg Street, Roodepoort on Friday the 18th January 2002, at 10:00 of the undermentioned immovable property of the Defendants on the Conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the High Court Roodepoort South at 10 Liebenburg Street, Roodepoort.

Erf 4002, Dobsonville Township, Registration Division I.Q., Province of Gauteng, measuring 281 m^2 (two hundred and eighty one square metres), held by the Defendant under Deed of Transfer Number TL20732/1989, being 4002 Molotywa Street, Dobsonville.

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

The property consists of: Lounge, kitchen, 2 bedrooms, garage, 2 servants rooms, 2 bathrooms/water closets/showers.

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

The Purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R300.00 (three hundred rand).

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

Routledge-Modise, Plaintiff's Attorneys, 7th Floor, Colosseum, 41 Kruis Street, Johannesburg. [Telephone: (011) 286-6900.] [Telefax: (011) 286-6901.] (Ref: F00343/Mr Davel/Mrs Strachan.)

Saak No: 1999/13865

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen BOE BANK BEPERK, Eksekusieskuldeiser, en JUSTUS HENRY CARL SASSER, Eksekusieskuldenaar

As gevolg van 'n Vonnis van die Hooggeregshof Johannesburg en 'n Lasbrief gedateer 21 Julie 2001 sal die volgende eiendom verkoop word in Eksekusie op 2 Augustus 2001 om 10h00 te Jutastraat 69, Braamfontein nl:

1. Erf 1 Eagles Nest Dorpsgebied, Registrasie Afdeling 1.Q., Provinsie van Gauteng, groot 8 033 vierkante meter, gehou kragtens Akte van Transport No. T34809/1997.

2. Erf 2 Eagles Nest Dorpsgebied, Registrasie Afdeling 1.Q., Provinsie van Gauteng, groot 6 254 vierkante meter, gehou kragtens Akte van Transport No. T34809/1997.

Vereeniging 140, Eagles Nest, Johannesburg.

Verkoopsvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Hooggeregshof Wet en Reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die Verkoopsvoorwaardes 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: Lee Erf.

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

4. Die volledige verkoopsvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by die kantore van die Balju, Sheffieldstraat 100, Turffontein, Johannesburg en by die kantoor van die Eiser se Prokureurs.

(Get) H C Coetzee, vir Claassen Coetzee Ing, 10 Panorama Kantoorpark, Kudustraat, Allensnek, p/a The Document Exchange, 1ste Vloer, Die Markade, Presidentstraat 84, Johannesburg. [Tel: (011) 475-1421.] (Verw: INV/LE/270/00.)

Case Number: 3008/2001

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

In the matter between: ABSA BANK LTD, Execution Creditor, and HAMILTON MZUVUKILE MBIYO, Execution Debtor

Pursuant to a Judgment granted by the above Honourable Court on 15th May 2001 and a warrant of execution served on 18th June 2001, the undermentioned property will be sold by the Sheriff of the Magistrate's Court, Alberton on 23rd January 2002 at 10h00 at the sheriff's offices at 8 St Columb Street, New Redruth, Alberton to the highest bidder:

Certain: Erf 2818, Brackenhurst Extension 2 Township, Registration Division I R, in the Province of Gauteng, measuring 1611 (one thousand six hundred and eleven) square metres, held under Deed of Transfer No. T17134/2000 and also known as 4 Boerbok Street, Brackenhurst Extension 2, Alberton (hereinafter referred to as "the property").

Improvements reported (which are not warranted to be correct and are not guaranteed): 1 x diningroom, 1 x lounge, 3 x bedrooms, 1 x kitchen, 2 x bathrooms, 2 x toilets, 2 x garages, swimming pool, property is fenced.

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 14,9% 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 of 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 liabilities 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, Alberton.

Dated at Germiston on this the 10th day of December 2001.

(Sgd.) L Taitz, 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 99/24904
DX 57 PH765

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: BODY CORPORATE OF HERMANNA COURT, Plaintiff/Execution Creditor, and BOLOYI: Z M, 1st Defendant/Execution Debtor, and BOLOYI: R B, 2nd Defendant/Execution Debtor

In pursuance of a Judgment obtained in the abovementioned High Court dated the 8th day of December 1999, and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on the 24th day of January 2002, from 10h00, at the abovementioned High Court, 69 Juta Street, Braamfontein, Johannesburg to the highest bidder.

Property description:

(a) A unit consisting of Section 29, as shown and more fully described on Sectional Plan No. SS1/1981 in the scheme known as Hermanna Court situate at Johannesburg Township, The Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said sectional plan is 94 (ninety-four) square metres in extent; and

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

A one bedroomed flat, with kitchen, dining room, lounge in the building known as Flat 405 Hermanna Court, 13 Paul Nel Street, Hillbrow, Johannesburg.

Physical address: No 405 Hermanna Court, 13 Paul Nel Street, Hillbrow, Johannesburg.

Improvements: One bedroomed flat with kitchen, dining room, lounge in the building known as Flat 405 Hermanna Court, 13 Paul Nel Street, Hillbrow, Johannesburg.

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

1. The sale shall be subject to the Supreme Court Act, 59 of 1959 (as amended) and the Rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price or R500 whichever is the greater, and the auctioneer's charges in cash at the time of the sale.

3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of interest at the rate of 22 1/2% (twenty two and a half percent) per annum to the Execution Creditor from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff, 19 Lepus Street, Crown Extension, Johannesburg.

Dated at Johannesburg on this the 13th day of November 2001.

Julian Hurwitz Attorneys, Plaintiff's Attorneys, Rillo Place, 119 – 7th Avenue, cnr Louis Botha Avenue, Highlands North. Ref: JH/ws/N40. Tel: 885-2680.

Case No. 231/01

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

In the matter between METROPOLITAN LIFE LIMITED, Plaintiff, and PARSONS, L. E., First Defendant, and PARSONS, H. E., Second Defendant

In execution of a judgment of the Magistrate's Court for the District of Roodepoort, in the above-mentioned suit, a sale will be held at the Sheriff, 10 Liebenberg Street, Roodepoort, on the 18th day of January 2002 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out 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 for the Magistrate's Court at the Sheriff, 10 Liebenberg Street, Roodepoort:

Erf 2402, Witpoortjie Extension 9 Township, Registration Division I.Q., Province of Gauteng, in extent 790 (seven hundred and ninety) square metres, held by Deed of Transfer No. T32150/1993.

Street address being: 33 Van Alkmar Street, Witpoortjie, Roodepoort.

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

Residential house with: Lounge, dining-room, study, 3 bedrooms and 2 bathrooms.

Terms: 10% (ten percent) of the purchase price in cash on the day of the sale, the balance 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 date of sale.

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

Couzyns Inc., Plaintiff's Attorney, 1st Floor, Ten Sixty Six, 35 Pritchard Street, Johannesburg; P.O. Box 2242, Johannesburg. (Tel. 832-1961.) (Ref. E. C. de Heus/Amanda/M72.)

Case No. 01/13467
PH 222

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

In the matter between BOE BANK LIMITED (formerly NBS BOLAND BANK LIMITED, formerly NBS BANK LIMITED), Plaintiff, and HLONGWANE: BAFANA NORMAN, First Defendant, and HLONGWANE: NOMONDE MILLICENT, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff of the High Court, Roodepoort South, 10 Liebenberg Street, Roodepoort, on Friday, 18 January 2002 at 10h00, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 208, Mmesi Park Township, Registration Division I.Q., Transvaal, measuring 266 (two hundred and sixty-six) square metres, held under Certificate of Registered Grant of Leasehold TL30507/1991 (now Freehold), and situate at 208 Mmesi Park.

Zoned: Residential.

(Hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single-storey dwelling with brick walls and tiled roof. Consisting of lounge, dining-room, kitchen, 3 bedrooms, 1 bathroom and w.c. The boundary is fenced.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty or VAT where applicable, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the bid, and the balance of the purchase price together with interest thereon at the rate of 14.50% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be appoved by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the sale. Auctioneer's charges, payable on the day of the sale, is to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the Office of the Sheriff of the High Court, Roodepoort South, 10 Liebenberg Street, Roodepoort.

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

Moodie & Robertson, Plaintiff's Attorneys, 9th Floor, 20 Smit Street, Braamfontein, Johannesburg, 2000. (Tel. 807-6046.) (Ref. Mr Johnson/N15188.)

Case No. 509/01

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

In the matter between BODY CORPORATE NOLIA COURT, Plaintiff, and HOCKADAY, FRANCINA CATHARINA PETRONELLA, Defendant

In pursuance of a judgment in the Court for the Magistrate of Brakpan on the 7 March 2001 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 18 January 2002 at 11h00 at the offices of the Sheriff, 439 Prince George Avenue, Brakpan to the highest bidder:

Certain: A unit consisting of:

(a) Section No. 1 as shown and more fully described on Sectional Plan No. SS219/96 in the scheme known as Nolia Court in respect of the building or buildings situate at Brakpan Township, Local Authority of City Council of Brakpan, of which section the floor area, according to the saie sectional plan, is 84 (eighty four) square metres in extent;

and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan, held under Deed of Transfer No. ST3009/1997.

(b) an exclusive use area described as Parking No P2, measuring 13 (thirteen) square metres being as such part of the common property, comprising the land and the scheme known as Nolia Court in respect of the land and building or buildings situate at Brakpan Township, Local Authority of City Council of Brakpan, as shown and more fully described on Sectional Plan No. SS219/96, held under Notarial Deed of Cession No. Number SK274/1997S, situate at Flat No. 1, Nolia Court, 2 Goods Road, Brakpan.

Property zoned: General.

Height: (H3) four storeys/16 m.

Cover: Bus. 80% & res. 60%.

Build line: None.

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

Main building: Reasonable condition, flat in block of flats (ground floor), face brick, corrugated zinc sheet—flat roof comprising: Lounge, sun/stoep room, kitchen, 2 bedrooms, 1 bathroom & separate toilet.

Outside buildings: Parking.

Sundries: 4 sides face brick walling.

Case No. 1999/14852
PH 444

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRSTRAND BANK LTD, formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and The Trustee for the Time Being: of SUPREME MAINTENANCE TRUST, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at Magistrate's Court Nigel, Kerk Street, Nigel on 18 January 2002 at 09h00 of the undermentioned property of the Defendant on the conditions which may be inspected at 69 Kerk Street, Nigel, prior to the sale:

Certain: Remaining extent of Erf 353, Ferryvale Township, Registration Division I.R., Province of Gauteng, being 73 Sheffield Street, Ferryvale, Nigel, measuring 1 952 (one thousand nine hundred and fifty two) square metres, held under Deed of Transfer No. T5554/1998.

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

Main building: Tiled roof residence comprising entrance hall, lounge, family room, dining room, study, kitchen, pantry, scullery, 4 bedrooms, 2 bathrooms, 2 showers, 4 w.c.'s and 1 dressing room.

Outside building: 2 garages, 1 laundry, 2 bathrooms/w.c., 1 play room.

Sundries: Swimming pool.

Dated at Boksburg on 12 November 2001.

HP & D Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel. (011) 874-1800.] (Ref. 600473/L West/RK.) (Bond Account No. 3000 003 789 149.)

Case No. 17197/00
PH 444

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between BOE BANK LIMITED, formerly known as NBS BOLAND BANK LIMITED, Plaintiff, and DYZEL, RAYMOND BEATTY, First Defendant, and DYZEL, CAROLE ANNE, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve wil be held at the offices of the Sheriff, 439 Prince George Avenue, Brakpan on 18 January 2002 at 11h00 of the undermentioned property of the Defendants on the conditions which may be inspected at, prior to the sale:

A unit consisting of:

(a) Section No. 32 as shown and more fully described on Sectional Plan No. SS104/96 in the scheme known as Scott's Place in respect of the building or buildings situate at Brakpan Township Local Authority Town Council of Brakpan, of which section the floor area, according to the said sectional plan, is 60 (sixty) square metres in extent;

and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan, held under Deed of Transfer No. ST54285/1998.

(b) An exclusive use area described as Parking No. PB3, measuring 10 (ten) square metres being as such part of the common property, comprising the land and the scheme known as Scott's Place in respect of the land and building or buildings situate at Brakpan Township Local Authority Town Council of Brakpan, as shown and more fully described on Sectional Plan No. SS104/96, held under Notarial Deed of Cession No. Number SK1956/1998S.

Situate at 405 Scott's Place, 125 Victoria Avenue, Brakpan.

Property zoned: Business 1.

Height: (H1) eight storeys/30 m.

Cover: 100%.

Build line: None.

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

Main building: Reasonable condition, flat in block of flats, brick/plastered and painted, corrugated zinc sheet-pitched roof comprising lounge, kitchen, 2 bedrooms, bathroom.

Outside buildings: There are no out-buildings on the premises.

Sundries: None.

Dated at Boksburg on 7 November 2001.

HP & D Attorneys, Attorneys of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel. (011) 874-1800.] (Ref. 610511/L West/R Kok.) (Bond Account No. 8410126260.)

Case Number: 15856/01
PH 444

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BOSTON: YUNUS, First Defendant, and BOSTON: JENNEYFER, Second Defendant

In Execution of a Judgment of the High Court of South Africa, (Witwatersrand Local Division) in the abovementioned suit, a sale without Reserve will be held at the offices of the Sheriff, 439 Prince George Avenue, Brakpan on 18 January 2002 at 11h00 of the undermentioned property of the Defendants on the conditions which may be inspected at, prior to the sale.

Certain: Erf 1773, Dalpark Extension 6 Township, Registration Division IR, Province of Gauteng, being 3 Redheart Street, Dalpark Ext. 6, Brakpan, measuring 1492 (one thousand four hundred and ninety two) square metres, held under Deed of Transfer No. T31590/2000.

Property zoned: Residential 1. *Height:* (H0) two storeys. *Cover:* 60%. *Build line:* 5 meter.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building:* Brick/plastered & painted single storey residence under cement tiles pitched roof comprising lounge, dining room, kitchen, 3 bedrooms, 2 bathrooms, 1 outer shower, single garage & 1 wendy house. *Outside buildings:* There are no out-buildings on the premises. *Sundries:* Fencing: 4 sides precast walling. Swimming pool.

Dated at Boksburg on 07 November 2001.

HP & D Attorneys, Attorney of Plaintiff, 6th Floor, Bedford Centre, Smith Street, Bedfordview. [Tel: (011) 874-1800.] (Ref: 900902/L West/R Kok.) Bond Account No: 8228787700101.

Case No: 99/78551

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

In the matter between THE BODY CORPORATE OF THE HATCH, Plaintiff, and MR M N MATHIBA, 1st Defendant, and MRS M S MATHIBA, 2nd Defendant

Kindly take notice that on Friday the 18th of January 2002 and at 10h00 a public auction sale will be held in front of the Magistrate's Court, Fox Street Entrance, Johannesburg at which the Sheriff of the Court in this action, Warrant of Execution in terms thereof and attachment in execution made thereunder sell:

Certain: Unit No. 20, The Hatch, measuring 44 sqm, also known as 304 The Hatch, 115 Becker Street, Bellevue East.

Improvements reported (which are not warranted to be correct and are not guaranteed): 1 x bedroom, 1 x bathroom, 1 x carport, upstairs unit.

(hereinafter referred to as "the Property".)

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

A cash deposit of 10% of the purchase price or R500,00 which ever is the greater shall be paid on the date of sale and interest on the unpaid balance at the current building society rates of interest shall be payable, such unpaid balance to be secured by an acceptable guarantee within fourteen (14) days of the sale.

The full conditions of sale may be inspected at the offices situated at 69 Juta Street, Braamfontein, the Sheriff of the Court, Johannesburg East.

Dated at Johannesburg on this the 6th day of December 2001.

Nelson Borman & Partners, Plaintiff's Attorney, 7th Floor, Allied Building, 29 Rissik Street, Johannesburg. Docex 86, Johannesburg. [Tel: (011) 838-6782.] (Ref: Mr R Buys/KH1783.)

Case No: 99/105744

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

In the matter between THE BODY CORPORATE OF PANORAMIC HEIGHTS, Plaintiff, and MS ELRIDA BEVERLEY ROTHMAN, Defendant

Kindly take notice that on Friday the 18th day of January 2002 and at 10h00 a public auction sale will be held in front of the Magistrate's Court, Johannesburg, West Street Entrance, Johannesburg at which the Sheriff of the Court in this action, Warrant of Execution issued in terms thereof and attachment in execution made thereunder sell:

Certain: Unit 21, Flat 22, Panoramic Heights, measuring 81 sqm, also known as Flat 22, Panoramic Heights, 3 Albert Street, Bellevue.

Improvements reported: (which are not warranted to be correct and are not guaranteed): 1 x bedroom, 1 x bathroom, 1 x carport, upstairs unit.

(hereinafter referred to as "the Property".)

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

A cash deposit of 10% of the purchase price or R500,00 which ever is the greater shall be paid on the date of sale and interest on the unpaid balance at the current building society rates of interest shall be payable, such unpaid balance to be secured by an acceptable guarantee within fourteen (14) days of the sale.

The full conditions of sale may be inspected at the offices situated at 69 Juta Street, Braamfontein, the Sheriff of the Court, Johannesburg East.

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

Nelson Borman & Partners, Plaintiff's Attorney, 7th Floor, Allied House, 29 Rissik Street, Johannesburg. [Tel: (011) 838-6782.] (Ref: Mr R Buys/K1373.)

Case No: 23643/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and BURCHELL: ALAN, Defendant

In execution of a Judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg East, at 69 Juta Street, Braamfontein, on Thursday the 17 January 2002 at 10h00 in the forenoon, of the undermentioned property of the Defendant on Conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale.

Certain: Erf 78 Malvern Township, Registration Division I.R., the Province of Gauteng, situation 12—4th Street, Malvern, area 495 (four hundred and ninety five) square metres.

Improvements (not guaranteed): 3 bedrooms, bathroom, w.c., 3 other rooms.

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

Dated at Johannesburg on this the 27th day of November 2001.

Tonkin Clacey & Lowndes, Attorneys for Plaintiff, 1st Floor, Avonwold House, 24 Baker Street, Rosebank, Johannesburg. (Tel: 880-6695.) (Ref: 48990E/mgh/lf.)

Case No: 23355/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and MEYBURGH: MARIUS, First Defendant and MEYBURGH: SANET, Second Defendant

In execution of a Judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held by the Sheriff, Johannesburg South, at 69 Juta Street, Braamfontein, on Thursday the 17 January 2002 at 10h00 in the forenoon, of the undermentioned property of the Defendants on Conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff Johannesburg South at 100 Sheffield Str., Turffontein, Jhb prior to the sale.

Certain: Remaining extent of Erf 549 Turffontein Township, Registration Division I.R., the Province of Gauteng, situation 179A Bertha Street, Turffontein, area 250 (two hundred and fifty) square metres.

Improvements (not guaranteed): A semi-detached dwelling comprising 3 bedrooms, bathroom shower, 2 wc's, 2 other rooms, garage, staff quarters, bathroom/wc, stoep.

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

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

Tonkin Clacey & Lowndes, Attorneys for Plaintiff, 1st Floor, Avonwold House, 24 Baker Street, Rosebank, Johannesburg. (Tel: 880-6695.) (Ref: 04894E/mgh/tf.)

Case No. 23356/01

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and MOKGOKONG: NOKO RAMOTHIBE SOSTHENES, Defendant

In execution of a Judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, at 69 Juta Street, Braamfontein, on Thursday the 17 January 2002 at 10h00 in the forenoon, of the undermentioned property of the Defendant on Conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff Johannesburg South at 100 Sheffield Str., Turffontein, Jhb prior to the sale.

Certain: 1. A Unit consisting of: Section No. 2 as shown and more fully described on Sectional Plan No. SS44/78 in the scheme known as Pamplona in respect of the land and building or buildings situate at Townsview Township, Local Authority City of Johannesburg of which section the floor area, according to the said Sectional Plan, is 100 (one hundred) square metres in extent, and

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

Situation: 2 Pamplona, 15 Main Street, Townsview.

Improvements (not guaranteed): 2 bedrooms, bathroom, shower, 2 wc's, 3 other rooms, garage.

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

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

Tonkin Clacey & Lowndes, Attorneys for Plaintiff, 1st Floor, Avonwold House, 24 Baker Street, Rosebank, Johannesburg. (Tel: 880-6695.) (Ref: 04897E/mgh/tf.)

Case No: 10655/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and STAND SF 2224 GLEN VISTA X4 CC, First Defendant

In execution of a Judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held by the Sheriff, Johannesburg South, at 69 Juta Street, Braamfontein, on Thursday the 17 January 2002 at 10h00 in the forenoon, of the undermentioned property of the Defendant on Conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, Johannesburg South at 100 Sheffield Str., Turffontein, Jhb, prior to the sale.

Certain: Erf 2224, Glenvista Extension 4 Township, Registration Division I.R., the Province of Gauteng, situation 17 Budack Avenue, Glenvista Extension 4, area 821 (eight hundred and twenty one) square metres.

Improvements (not guaranteed): 4 bedrooms, 2 bathrooms, shower, 2 wc's, 4 other rooms, 2 garages, staff quarters.

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

Dated at Johannesburg on this the 16 day of November 2001.

Tonkin Clacey & Lowndes, Attorneys for Plaintiff, 1st Floor, Avonwold House, 24 Baker Street, Rosebank, Johannesburg. (Tel: 880-6695.) (Ref: F4207E/mgh/tf.)

Case No: 22883/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and MBOWANE: CAROLINE, First Defendant

In execution of a Judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held by the Sheriff, Johannesburg South, at 69 Juta Street, Braamfontein, on Thursday the 17 January 2002 at 10h00 in the forenoon, of the undermentioned property of the Defendant on Conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, Johannesburg South at 100 Sheffield Str., Turffontein, Jhb, prior to the sale.

Certain: Erf 333, Glenanda Township, Registration Division I.R., the Province of Gauteng, situation: 17 Joan Street, Glenanda, area 991 (nine hundred and ninety one) square metres.

Improvements (not guaranteed): 3 bedrooms, bathroom, 2 showers, 3 wc's, 5 other rooms, 2 garages.

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

Dated at Johannesburg on this the 15 day of November 2001.

Tonkin Clacey & Lowndes, Attorneys for Plaintiff, 1st Floor, Avonwold House, 24 Baker Street, Rosebank, Johannesburg. (Tel: 880-6695.) (Ref: F4429E/mgh/tf.)

Case No. 8324/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and DE KOCK: NICOLENE UNA, First Defendant, and FOURIE: MARTHINUS JACOBUS, Second Defendant

In execution of a Judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Germiston North, at 1st Floor, Tandela House, Cnr. 12th Avenue & De Wet Street, Edenvale, on Wednesday the 16 January 2002 at 11h00 in the forenoon, of the undermentioned property of the Defendant on Conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale.

Certain: Erf 981, Primrose Township, Registration Division I.R., the Province of Gauteng, situation 6 Maroela Street, Primrose, area 991 (nine hundred and ninety one) square metres.

Improvements (not guaranteed): *1st dwelling comprising of:* 3 bedrooms, 2 bathrooms, 2 w.c.'s, garage, 2 carports, 2 storerooms, bathroom, w.c. *2nd dwelling comprising of:* Bedroom, bathroom/w.c., 2 other rooms.

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

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

Tonkin Clacey & Lowndes, Attorneys for Plaintiff, 1st Floor, Avonwold House, 24 Baker Street, Rosebank, Johannesburg. (Tel: 880-6695.) (Ref: F4167E/mgh/lf.)

Case No. 99/4772
PH 222

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between BOE BANK LIMITED (formerly NBS BOLAND BANK LIMITED, formerly NBS BANK LIMITED), Plaintiff, and MAPHAKA, MOJALEFA BENNETT, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff of the High Court, Johannesburg South, at 69 Juta Street, Braamfontein, Johannesburg, on Thursday the 17 January 2002 at 10h00 of the undermentioned property of the Defendant on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: A unit consisting of:

(a) Section No. 52 as shown and more fully described on Sectional Plan No. SS26/1998 in the scheme known as Palm Springs in respect of the land and building or buildings situate at Meredale Extension 12 Township, Local Authority of the Southern Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council of which section the floor area, according to the said sectional plan is 61 (sixty-one) 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 ST36520/1998 and situate at Flat No. 52, Palm Springs, Murray Avenue, Meredale Ext. 12.

Zoned Residential (hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A sectional title unit consisting of a lounge/diningroom, kitchen, 2 bedrooms, 1 bathroom, 1 shower, 1 w.c. and a shade port. Common facilities consist of a pool, garden and parking.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty or VAT where applicable, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the bid, and the balance of the purchase price together with interest thereon at the rate of 19% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the sale. Auctioneer's charges, payable on the day of the sale, is to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the Office of the Sheriff of the High Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg.

Dated at Johannesburg on this the 6th day of December 2001.

Moodie & Robertson, Plaintiff's Attorneys, 9th Floor, 209 Smit Street, Braamfontein, Johannesburg, 2000. (Tel. 807-6046.) (Ref. Mr Johnson/N92497.)

Case No. 18480/2001

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

In the matter between ABSA BANK LTD, Plaintiff, and MICHAEL JOSEPH ALBASINI, Defendant, and ELIZABETH DOROTHEA ALBASINI, 2nd Defendant (Account Number 804 622 1391)

In pursuance of a judgment in the Court of the Magistrate of Kempton Park and a writ of execution, dated 16 August 2001, the property listed herein will be sold in execution on 17 January 2002 at 10h00 at Sheriff's Office, 105 Commissioner Street, Kempton Park by the Sheriff to the highest bidder:

Section 8 on Sectional Plan SS658/93 in the scheme Lina Court situate at Kempton Park Township, Local Authority: Kempton Park/Tembisa Metropolitan Substructure, measure 77 (seventy seven) square metres, held under Deed of Transfer ST102518/97, situated at 12 Lina Court, Casuarina Street, Kempton Park.

The Judgment Creditor described the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

Improvements: 1 lounge, 1 kitchen, 2 bedrooms, 1 bathroom, 1 toilet, driveway, zink roof, surrounded by 3 x walls.

Terms: The purchase price shall be paid as to 10% thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 14,5% per annum within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee. The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, 105 Commissioner Street, Kempton Park and/or The Sheriff.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, Kempton Park. (Ref. Mrs Swanepoel/A1528.)

Case No. 5497/2001

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

In the matter between ABSA BANK LTD, Plaintiff, and SYLVIA THANDI MAGAGULE, Defendant (Account 80 5054 1662)

In pursuance of a judgment in the Court of the Magistrate of Kempton Park and a writ of execution, dated 16 August 2001, the property listed herein will be sold in execution on 17 January 2002 at 10h00 at Sheriff's Office, 105 Commissioner Street, Kempton Park by the Sheriff to the highest bidder:

Section 5 on Sectional Plan SS 448/91 in the scheme Gladiator Court situate at Kempton Park Township, Local Authority: Kempton Park/Tembisa Metropolitan Substructure, measure 121 (one hundred and twenty one) square metres, held under Deed of Transfer ST109596/98, situated at 5A Gladiator Court, West Street, Kempton Park.

The Judgment Creditor described the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

Improvements: 1 lounge, 1 kitchen, 2 bedrooms, 1 bathroom, 1 toilet.

Terms: The purchase price shall be paid as to 10% thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 14,5% per annum within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee. The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, 105 Commissioner Street, Kempton Park and/or The Sheriff.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, Kempton Park. (Ref. Mrs Swanepoel/A1316.)

Case No. 96/12559
PH 222

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between BOE BANK LIMITED (formerly NBS BOLAND BANK LIMITED, formerly NBS BANK LIMITED), Plaintiff, and HOLENI, SOBUZA SAMUEL, First Defendant, and HOLENI, MALETELE PATIENCE, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff of the High Court, Soweto East, 69 Juta Street, Braamfontein, Johannesburg, on Thursday the 17 January 2002 at 10h00 of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Site 4945, Chiawelo Ext. 2 Township, Registration Division I.Q., Transvaal, measuring 255 (two hundred and fifty five) square metres, held under Certificate of Registered Grant of Leasehold No. TL48481/1989 (now Freehold) and situate at 4945 Chiawelo Ext. 2.

Zoned Residential (hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey dwelling with brick walls and tiled roof, consisting of a lounge, kitchen, 2 bedrooms, 1 bathroom, 1 w.c. The boundary is fenced.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty or VAT where applicable, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the bid, and the balance of the purchase price together with interest thereon at the rate of 21,25% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the sale. Auctioneer's charges, payable on the day of the sale, is to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the Office of the Sheriff of the High Court, Soweto East, 8 Motor Street, Westdene, Johannesburg.

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

Moodie & Robertson, Plaintiff's Attorneys, 9th Floor, 209 Smit Street, Braamfontein, Johannesburg, 2000. (Tel. 807-6046.) (Ref. Mr Johnson/N94203.)

Case No.99/7609
PH 222

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between BOE BANK LIMITED (formerly NBS BOLAND BANK LIMITED, formerly NBS BANK LIMITED), Plaintiff, and GROENEWALD, ANTONY JOHN, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff of the High Court, Johannesburg South, at 69 Juta Street, Braamfontein, Johannesburg, on Thursday the 17 January 2002 at 10h00 of the undermentioned property of the Defendant on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: A unit consisting of Section No. 81 as shown and more fully described on Sectional Plan No. SS93/1997 in the scheme known as Linridge in respect of the land and building or buildings situate at Linmeyer Extension 2 Township in the area of the Alberton Town Council, of which section the floor area, according to the said sectional plan is 63 (sixty three) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan and held under Deed of Transfer No. ST. 72802/1998 and situate at Flat No. 22, Linridge, Tosca Street, Linmeyer Ext. 2.

Zoned Residential (hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A sectional title flat consisting of a lounge/diningroom, kitchen, 2 bedrooms, 1 bathroom, 1 w.c., common facilities consist of a garden and parking.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty or VAT where applicable, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the bid, and the balance of the purchase price together with interest thereon at the rate of 21% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the sale. Auctioneer's charges, payable on the day of the sale, is to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the Office of the Sheriff of the High Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg.

Dated at Johannesburg on this the 9th day of November 2001.

Moodie & Robertson, Plaintiff's Attorneys, 9th Floor, 209 Smit Street, Braamfontein, Johannesburg, 2000. (Tel. 807-6046.) (Ref. Mr Johnson/N92603.)

Case No. 11276/2001

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

In the matter between ABSA BANK LTD, Plaintiff, and LARA CHERIE QUICK, Defendant, (Account Number 80 5328 6205)

In pursuance of a judgment in the Court of the Magistrate of Kempton Park and a writ of execution, dated 22 August 2001, the property listed herein will be sold in execution on 17 January 2002 at 10h00 at Sheriff's Office, 105 Commissioner Street, Kempton Park by the Sheriff to the highest bidder:

Section 4 on Sectional Plan SS5/90 in the scheme Sherwood Village, situate at Birch Acres Ext. 3 Township, Kempton Park/Tembisa Metropolitan Substructure, measure 79 (seventy nine) square metres, held under Deed of Transfer ST988771/2000, situated at 4 Sherwood Village, Namakwaduif Street, Birch Acres, Kempton Park.

The Judgment Creditor described the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

Improvements: 1 lounge, 1 TV room, 1 kitchen, 2 bedrooms, 1 bathroom, 1 toilet, 1 carport, driveway, tiled roof, surrounded by walls.

Terms: The purchase price shall be paid as to 10% thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 14,5% per annum within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee. The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, 105 Commissioner Street, Kempton Park and/or The Sheriff.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, Kempton Park. (Ref. Mrs Swanepoel/A1474.)

Case No. 3040/2001

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

In the matter between ABSA BANK LTD, Plaintiff, and RASOBI JOEL MOKORANE, Defendant, (Account Number 80 4497 9574)

In pursuance of a judgment in the Court of the Magistrate of Kempton Park and a writ of execution, dated 6 March 2001, the property listed herein will be sold in execution on 17 January 2002 at 10h00 at Sheriff's Office, 105 Commissioner Street, Kempton Park by the Sheriff to the highest bidder:

Erf 209, Kempton Park West Township, Registration Division I.R., Gauteng, measure 612 (six hundred and twelve) square metres, held under Deed of Transfer T68778/96, situated at 26 Kruindraai, Kempton Park West.

The Judgment Creditor described the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

Improvements: 1 lounge, 1 bar, 1 diningroom, 1 kitchen, 3 bedrooms, 1 bathroom, 1 toilet, 1 garage, pool, driveway, zink roof, surrounded by precast- and brick walls.

Terms: The purchase price shall be paid as to 10% thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 15,4% per annum within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee. The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, 105 Commissioner Street, Kempton Park and/or The Sheriff.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, Kempton Park. (Ref. Mrs Swanepoel/A1276.)

Case No. 99/19840
PH 222

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between BOE BANK LIMITED (formerly NBS BOLAND BANK LIMITED, formerly NBS BANK LIMITED), Plaintiff, and DAVIDS, ABDULLAH, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff of the High Court, Lenasia North, at 69 Juta Street, Braamfontein, Johannesburg, on Thursday the 17 January 2002 at 10h00 of the undermentioned property of the Defendant on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 661, Eldorado Park Township, Registration Division I.Q., the Province of Gauteng, measuring 448 (four hundred and forty eight) square metres, held under Deed of Transfer No. T.74364/1998 and situate 38 Smarag Street, Eldorado Park, Johannesburg.

Zoned Residential (hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey dwelling with brick walls and asbestos roof, consisting of a lounge, kitchen, 2 bedrooms, 1 bathroom, 1 w.c. The boundary has brick and concrete walls.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty or VAT where applicable, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the bid, and the balance of the purchase price together with interest thereon at the rate of 17,50% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the sale. Auctioneer's charges, payable on the day of the sale, is to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the Office of the Sheriff of the High Court, Lenasia North, 19 Anemone Avenue, Lenasia Ext. 2.

Dated at Johannesburg on this the 9th day of November 2001.

Moodie & Robertson, Plaintiff's Attorneys, 9th Floor, 209 Smit Street, Braamfontein, Johannesburg, 2000. (Tel. 807-6046.) (Ref. Mr Johnson/N12224.)

Case No. 01/10273
PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and SEBUTA, THAMSANQA ATWELL, Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's Office at 19 Pollock Street, Randfontein on 18th January 2002 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff of Randfontein, 19 Pollock Street, Randfontein prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 4370, Mohlakeng Extension 3 Township, Registration Division I.Q., Gauteng, being 4370 Mahlangu Street, Mohlakeng Extension 3, Randfontein, measuring 276 (two hundred and seventy-six) square metres.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 2 bedrooms, 1 bathroom.

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

G. D. Smith, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 778-0600.) [Ref. Foreclosures/fp/S1476 (6 312 353).]

Case No. 01/13158
PH 222

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between BOE BANK LIMITED (formerly NBS BOLAND BANK LIMITED, formerly NBS BANK LIMITED), Plaintiff, and LIVERSAGE: MALCOLM LANCE, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff of the High Court, Johannesburg South, at 69 Juta Street, Braamfontein, Johannesburg, on Thursday the 17 January 2002 at 10h00 of the undermentioned property of the Defendant on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: A unit consisting of:

Section No. 63 as shown and more fully described on Sectional Plan No. SS169/1997 in the scheme known as Casa Del Sol in respect of the land and building or buildings situate at Winchester Hills Extension 2 Township, Local Authority of the Southern Metropolitan Substructure of The Greater Johannesburg Transitional Metropolitan Council of which section the floor area, according to the said sectional plan is 84 (eighty four) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST38452/97 and situate at Flat 4, Casa Del Sol, Frangipani Street, Winchester Hills Extension 2.

Zoned Residential (hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Sectional title flat comprising combined lounge and diningroom, kitchen, 3 bedrooms, 2 bathrooms, 1 shower and 1 w.c. *Common facilities:* Garden, parking and a swimming pool.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty or VAT where applicable, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the bid, and the balance of the purchase price together with interest thereon at the rate of 14,50% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the sale. Auctioneer's charges, payable on the day of the sale, is to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the Office of the Sheriff of the High Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg.

Dated at Johannesburg on this 9th day of November 2001.

Moodie & Robertson, Plaintiff's Attorneys, 9th Floor, 209 Smit Street, Braamfontein, Johannesburg, 2000. (Tel. 807-6046.) (Ref. Mr Johnson/N15065.)

Case No. 19114/01
PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and CHOSE, RANDOLPH, 1st Execution Debtor, and SONO, EDNA, 2nd Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the 69 Juta Street, Braamfontein, Johannesburg on 17th January 2002 at 10h00 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of Sheriff, Soweto West, 7 Amalgam Place, Amalgam, Johannesburg prior to the sale:

Certain: A unit consisting of—Section No. 16 as shown and more fully described on Sectional Plan No. SS 262/97 in the scheme known as The Reeds in respect of the land and building or buildings situate at Protea Glen Extension 3 Township in the area of the Western Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council, of which the floor area, according to the said sectional plan, is 41 (forty one) square metres in extent;

Being Unit No. 16—The Reeds, Incuncu Street, Pretoria Glen Extension 3.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A flat with comprising kitchen, lounge/dining room, 2 bedrooms, 1 bathroom.

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

G. D. Smith, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 778-0600.) [Ref. Foreclosures/fp/C702 (5 324 072).]

Case No. 98/5242
PH 222

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between BOE BANK LIMITED (formerly NBS BOLAND BANK LIMITED, formerly NBS BANK LIMITED), Plaintiff, and NKOSI, JUDA, First Defendant, and MZOLO, MABEL, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff of the High Court, Johannesburg South, at 69 Juta Street, Braamfontein, Johannesburg, on Thursday the 17 January 2002 at 10h00 of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 1156, Kibler Park Township, Registration Division I.Q., Transvaal, measuring 1 071 (one thousand and seventy one) square metres, held under Deed of Transfer No. T.53267/93, and situate at 13 Virginia Place, Kibler Park.

Zoned Residential (hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building of brick walls and tiled roof, consisting of a lounge, dining room, kitchen, 4 bedrooms, $1^1/_2$ bathrooms, one shower, 2 w.c.'s. Outbuildings consist of 2 garages, 1 servant's quarter, 1 w.c. The boundary has brick and concrete walls.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty or VAT where applicable, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the bid, and the balance of the purchase price together with interest thereon at the rate of 19% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the sale. Auctioneer's charges, payable on the day of the sale, is to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the Office of the Sheriff of the High Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg.

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

Moodie & Robertson, Plaintiff's Attorneys, 9th Floor, 209 Smit Street, Braamfontein, Johannesburg, 2000. (Tel. 807-6046.) (Ref. Mr Johnson/N93131.)

Case No. 99/16291
PH 222

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between BOE BANK LIMITED (formerly NBS BOLAND BANK LIMITED, formerly NBS BANK LIMITED), Plaintiff, and MAILA, LOLO LORRAINE, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff of the High Court, Johannesburg South, at 69 Juta Street, Braamfontein, Johannesburg, on Thursday the 17 January 2002 at 10h00 of the undermentioned property of the Defendant on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: A unit consisting of Section No. 22 as shown and more fully described on Sectional Plan No. SS295/1997 in the scheme known as Phuket in respect of the land and building or buildings situate at Winchester Hills Extension 2 Township, Local Authority of the Southern Metropolitan Substructure of the Greater Johannesburg Metropolitan Council of which the floor area, according to the said sectional plan is 64 (sixty four) square metres in extent, together with an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No. ST.6085/1998 and situate at Flat No. 22, Phuket, Frangipani Street, Winchester Hills Extension 2.

Zoned Residential (hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A sectional title unit consisting of a lounge/diningroom, kitchen, 2 bedrooms, 1 bathroom, 1 shower, 1 w.c., there is a garden, recreation room and parking.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty or VAT where applicable, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the bid, and the balance of the purchase price together with interest thereon at the rate of 17,50% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the sale. Auctioneer's charges, payable on the day of the sale, is to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the Office of the Sheriff of the High Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg.

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

Moodie & Robertson, Plaintiff's Attorneys, 9th Floor, 209 Smit Street, Braamfontein, Johannesburg, 2000. (Tel. 807-6046.) (Ref. Mr Johnson/N12004.)

Case No. 2001/13538
PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and SHAIKJEE, SHAMOON, Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg on 17th January 2002 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Lenasia, 19 Anemone Avenue, Lenasia Extension 1 prior to the sale:

Certain: Erf 5292, Lenasia Extension 5 Township, Registration Division I.Q., Gauteng, being 41 Gazelle Avenue, Lenasia Extension 5, measuring 709 (seven hundred and nine) square metres.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 4 bedrooms, 2 bathrooms, dressing area and 1 other room with outbuildings with similar construction comprising of a garage, bathroom, storeroom and 2 servants' rooms.

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

G. D. Smith, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 778-0600.) [Ref. Foreclosures/fp/S1482 (6 401 003).]

Case No. 00/22246
PH 222

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: BOE BANK LIMITED (formerly NBS BOLAND BANK LIMITED, formerly NBS BANK LIMITED), Plaintiff, and MOYO, GODWIN, First Defendant, and MOYO, GWENDOLINE, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff of the High Court, Johannesburg South, at 69 Juta Street, Braamfontein, Johannesburg, on Thursday the 17 January 2002 at 10h00 of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 186, Ridgeway Township, Registration Division I.R., the Province of Gauteng, measuring 744 (seven hundred and forty four) square metres, held under Deed of Transfer T.54127/1997 and situate at 61 Leipoldt Street, Ridgeway.

Zoned Residential (hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey dwelling with brick walls and tiled roof, consisting of an entrance hall, lounge, second lounge, dining room, kitchen, 3 bedrooms, 1 bathroom, 1 shower, 1 w.c. Outbuildings consist of a single garage, carport, servant's quarter, 1 w.c. and laundry. The boundary has concrete walls.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty or VAT where applicable, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the bid, and the balance of the purchase price together with interest thereon at the rate of 14,50% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the sale. Auctioneer's charges, payable on the day of the sale, is to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the Office of the Sheriff of the High Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg.

Dated at Johannesburg on this 9th day of November 2001.

Moodie & Robertson, Plaintiff's Attorneys, 9th Floor, 209 Smit Street, Braamfontein, Johannesburg, 2000. (Tel. 807-6046.) (Ref. Mr Johnson/N14007.)

Case No. 19236/01
PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and FIVAZ, JOYCE, Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's Office, Dobsonville on 18th January 2002 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Dobsonville, 10 Liebenberg Street, Roodepoort prior to the sale:

Certain: A unit consisting of: Section No. 1 as shown and more fully described on Sectional Plan No. SS133/95 in the scheme known as Willow Gardens in respect of the land and building or buildings situate at Hamberg Township in the Área of Western Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council, of which the floor area, according to the said sectional plan, is 82 (eighty two) square metres in extent; being Unit No. 1—Willow Gardens, Potgieter Street, Hamberg.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed:A flat with comprising kitchen, lounge/dining room, 2 bedrooms, 1 bathroom, toilet with outbuildings with similar construction comprising of a carport.

Dated at Johannesburg on this 12th day of November 2001.

G. D. Smith, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 778-0600.) [Ref. Foreclosures/fp/F372 (6 450 136).]

Case No. 21326/01
PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and MODUKANENE, GAAMANGWE ESTHER N.O., 1st Execution Debtor, and MODUKANENE, GAAMANGWE ESTHER, 2nd Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the 69 Juta Street, Braamfontein, Johannesburg on 17th January 2002 at 10h00 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Soweto East, 8 Motor Street, Westdene, Johannesburg prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 30111, Meadowlands Extension 11 Township, Registration Division I.Q., Gauteng, being 30111 Meadowlands Extension 11, measuring 248 (two hundred and forty eight) square metres.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 2 bedrooms, 1 bathroom.

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

G. D. Smith, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 778-0600.) [Ref. Foreclosures/fp/S1495 (6 272 343).]

Case No. 98/28790
PH 222

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: BOE BANK LIMITED (formerly NBS BOLAND BANK LIMITED, formerly NBS BANK LIMITED), Plaintiff, and NGWENYA, KHANYELIHLE ABRAHAM, First Defendant, and NGWENYA, SOPHIE, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff of the High Court, Westonaria, 50 Edwards Avenue, Westonaria, on Friday the 18 January 2002 at 10h00 of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 3816, Lenasia South Extension 4 Township, Registration Division I.Q., the Province of Gauteng, measuring 630 (six hundred and thirty) square metres, held under Deed of Transfer No. T58908/1997 and situate at 3816 Taurus Crescent, Lenasia South, Extension 4.

Zoned Residential (hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey dwelling with brick walls and tiled roof, consisting of a lounge, kitchen, 2 bedrooms, 1 bathroom, 1 w.c.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty or VAT where applicable, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the bid, and the balance of the purchase price together with interest thereon at the rate of 24,00% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the sale. Auctioneer's charges, payable on the day of the sale, is to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the Office of the Sheriff of the High Court, Westonaria, 50 Edwards Avenue, Westonaria.

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

Moodie & Robertson, Plaintiff's Attorneys, 9th Floor, 209 Smit Street, Braamfontein, Johannesburg, 2000. (Tel. 807-6046.) (Ref. Mr Johnson/N92241.)

Case No. 98/20772
PH 222

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between BOE BANK LIMITED (formerly NBS BOLAND BANK LIMITED, formerly NBS BANK LIMITED), Plaintiff, and PILLAY, PATSY, First Defendant, and WARRIES, SHERYL ANGELA, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff of the High Court, Johannesburg South, at 69 Juta Street, Braamfontein, Johannesburg, on Thursday the 17 January 2002 at 10h00 of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: A unit consisting of Section No. 40 as shown and more fully described on Sectional Plan SS26/1994 in the scheme known as Chelsea Mews, in respect of the land and building or buildings, situate at Suideroord Township, Local Authority of Johannesburg, of which section the floor area, according to the said sectional plan, is 59 (fifty nine) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No ST44429/1994 and situate at Flat 22, Chelsea Mews, cnr. Ferdinand & Le Roux Streets, Suideroord.

Zoned Residential (hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A sectional title flat consisting of a lounge/diningroom, 2 bedrooms, 1 bathroom, 1 w.c. There is a garden with a pool, drying area, recreation room and parking.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty or VAT where applicable, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the bid, and the balance of the purchase price together with interest thereon at the rate of 21,25% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the sale. Auctioneer's charges, payable on the day of the sale, is to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the Office of the Sheriff of the High Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg.

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

Moodie & Robertson, Plaintiff's Attorneys, 9th Floor, 209 Smit Street, Braamfontein, Johannesburg, 2000. (Tel. 807-6046.) (Ref. Mr Johnson/N93699.)

Case No. 98/31248
PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and PIETERSEN, ROBERT MATTHEW, 1st Execution Debtor, and ROBERTS, NADINE BERNADETTE, 2nd Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 17th January 2002 at 10h00 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Road, Turffontein prior to the sale:

Certain: A unit consisting of: Section No. 9 as shown and more fully described on Sectional Plan No. SS85/87 in the scheme known as Sherwood Court in respect of the land and building or buildings situate at Forest Hill Township in the area of The Greater Johannesburg Transitional Metropolitan Council, of which the floor area, according to the said sectional plan, is 56 (fifty six) square metres in extent; being Unit No. 9, Sherwood Court, cnr. Reeders & Carter Roads, Forest Hill, Johannesburg.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A flat with comprising kitchen, lounge/diningroom, 2 bedrooms, 1 bathroom, toilet with outbuildings with similar construction comprising of 1 garage.

Dated at Johannesburg on this 9th day of November 2001.

G. D. Smith, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 778-0600.) [Ref. Foreclosures/fp/P.636 (4 468 232).]

Case No. 20584/01
PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and YUDA, FATTIMA, 1st Execution Debtor, and YUDA, SHANIFA, 2nd Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's Office, at 19 Pollock Street, Randfontein, on 18th January 2002 at 10h00 of the undermentioned property of the Defendant/s on the conditions which will lie for inspection at the Sheriff of Randfontein, 19 Pollock Street, Randfontein, prior to the sale:

Certain: Erf 2169, Toekomsrus Extension 1 Township, Registration Division I.Q., Gauteng, being 2169 Modderrivier Street, Toekomsrus Extension 1, measuring 496 (four hundred and ninety six) square metres.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 3 bedrooms, 2 bathrooms.

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

G.D. Smith, Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 778-0600.) [Ref Foreclosures/fp/Y41 (6 301 564).]

Case No. 99/2682
PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and GOMES LOUSADA, LUIZ MANUEL, 1st Execution Debtor, and GOMES LOUSADA, CLAUDIA TAVARES, 2nd Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 17th January 2002 at 10h00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg East, 69 Juta Street, Johannesburg, prior to the sale:

Certain: Erf 681, Bezuidenhout Valley Township, Registration Division I.R., Gauteng, being 57 & 57A Kitchener Avenue, Bezuidenhout Valley, Johannesburg, measuring 495 (four hundred and ninety five) square metres.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 5 bedrooms, 3 bathrooms with outbuildings with similar construction comprising of carport, bathroom, servant's room and 2 cellars.

Dated at Johannesburg on this 9th day of November 2001.

G.D. Smith, Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 778-0600.) [Ref Foreclosures/fp/G488 (4 574 164).]

Case No. 99/13980
PH 331

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and LUDICK: BENJAMIN, 1st Defendant, and LUDICK: HESTER JACOBA, 2nd Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, 182 Leeuwpoort Street, Boksburg, on 18 January 2002 at 11h15 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain: Erf 84, Vandyk Park Township, Registration Division IR, the Province of Gauteng, being 47 Karee Street, Vandyk Park, Boksburg, measuring 1 192 (one thousand one hundred and ninety two) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A single storey dwelling consisting of lounge, diningroom, kitchen, 3 bedrooms, 1 bathroom, shower and toilet. *Outbuilings:* 1 carport, 1 storeroom and watercloset.

Terms: 10% of the purchase price in cash on the day of sale, the balance against registration of transfer to be secured by a bank or building society guarantee to be furnished within 14 days from the date of sale. A substantial bank loan can be raised within 14 days from the date of sale. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 12th December 2001.

Van Hulsteyns Attorneys, Plaintiff's Attorneys, Sandton Branch, Primegro Place, 18 Rivonia Rd, Illovo. (Tel. 268-9500.) (Ref. Mr A.D. Legg/Laura/FC458.) C/o Johannesburg Branch, 11th Floor, Ten Sixty Six, 35 Pritchard Street, Johannesburg.

Case No. 2001/4280
PH 331

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRST RAND BANK LIMITED, trading *inter alia* as FNB HOME LOANS (formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and MBAYI: SIBONGISENI SIEGFRIED LAMANI, 1st Defendant, and MBAYI: THOKOZANI JOYCE, 2nd Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's Office, 69 Juta Street, Braamfontein, on 17 January 2002 at 10h00 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Soweto West, No. 7 Amalgam Place, Amalgam, Johannesburg, prior to the sale.

Certain: Erf 850, Protea Glen Township, Registration Division IQ, the Province of Gauteng, being 850 Protea Glen, Soweto, measuring 216 (two hundred and sixteen) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A dwelling consisting of lounge/diningroom, kitchen, bedroom, 1 bathroom and watercloset.

Terms: 10% of the purchase price in cash on the day of sale, the balance against registration of transfer to be secured by a bank or building society guarantee to be furnished within 14 days from the date of sale. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 11th December 2001.

Van Hulsteyns Attorneys, Plaintiff's Attorneys, Sandton Branch, Primegro Place, 18 Rivonia Rd, Illovo. (Tel. 268-2020.) (Ref. Mr A.D. Legg/Laura/FC1029.) C/o Johannesburg Branch, 11th Floor, Ten Sixty Six, 35 Pritchard Street, Johannesburg.

Case No. 97/35047
PH 331

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between BOE BANK LIMITED (formerly NBS BOLAND BANK LIMITED), Plaintiff, and LA FLEUR: ERROL BERTRAM PATRICK, 1st Defendant and LA FLEUR: DESIREE ANNE, 2nd Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg South, 69 Juta Street, Braamfontein, on 17 January 2002 at 10h00 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, prior to the sale:

Certain: Section No. 20, as shown and more fully described on Sectional Plan No. SS85/1992, in the scheme known as La Topaz in respect of the land and building or buildings situate at Mayfield Park Township, in the Local Authority Area of the Greater Johannesburg Transitional Metropolitan Council, being Flat No. 20, La Topaz, 13 Topaz Place, Mayfield Park, Johannesburg, measuring 96 (ninety six) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A unit consisting of entrance hall, lounge, diningroom, kitchen, 2 bedrooms, bathroom and watercloset, and parking facility.

Terms: 10% of the purchase price in cash on the day of sale, the balance against registration of transfer to be secured by a bank or building society guarantee to be furnished within 14 days from the date of sale. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 11th December 2001.

Van Hulsteyns Attorneys, Plaintiff's Attorneys, Sandton Branch, Primegro Place, 18 Rivonia Rd, Illovo. (Tel. 268-2020.) (Ref. Mr A.D. Legg/Laura/NBS147.) C/o Johannesburg Branch, 11th Floor, Ten Sixty Six, 35 Pritchard Street, Johannesburg.

Case No. 20731/01
PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and VENTER, DAVID SCHALK, Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 50 Edward Avenue, Westonaria, on 18th January 2002 at 10h00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff's Office, 50 Edward Avenue, Westonaria, prior to the sale:

Certain: Erf 1426, Westonaria Township, Registration Division I.Q., Gauteng, being 43 Albrecht Street, Westonaria, measuring 833 (eight hundred and thirty three) square metres.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 3 bedrooms, 1 bathroom with outbuildings with similar construction comprising of a garage, bathroom and a servant's room.

Dated at Johannesburg on this 22nd day of November 2001.

G.D. Smith, Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 778-0600.) [Ref Foreclosures/fp/V.289 (4 734 986).]

Case No. 4284/2001
PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and MHLONGO, LINDA PETROS, 1st Execution Debtor, and KUBHEKA, NOMVULA, 2nd Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 17th January 2002 at 10h00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 7 Amalgam Place, Amalgam, Johannesburg, prior to the sale:

Certain: Erf 7160, Protea Glen Extension 11 Township, Registration Division I.Q., Gauteng, being 7160 Protea Glen Extension 11, Soweto, Johannesburg, measuring 251 (two hundred and fifty one) square metres.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 2 bedrooms, 1 bathroom.

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

B. W. Webber, Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 778-0600.) [Ref Foreclosures/fp/M.3258 (6 398 401).]

Case No. 13540/01
PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and SIBEKO, MOSES DUMISANI, Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 17th January 2002 at 10h00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 7 Amalgam Place, Amalgam, Johannesburg, prior to the sale:

Certain: Erf 10592, Protea Glen Extension 12 Township, Registration Division I.Q., Gauteng, being 10592 Protea Glen Extension 12, measuring 252 (two hundred and fifty two) square metres.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 2 bedrooms, 1 bathroom.

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

B. W. Webber, Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 778-0600.) [Ref Foreclosures/fp/S1480 (6 675 073).]

Case No. 10897/01
PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and KESWA, SABELO STANLEY, 1st Execution Debtor, and SEBAPU, RAMATHABATHE FLORENCE, 2nd Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 17th January 2002 at 10h00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 7 Amalgam Place, Amalgam, Johannesburg, prior to the sale:

Certain: Portion 129 of Erf 8996, Protea Glen Extension 11 Township, Registration Division I.Q., Gauteng, being 129/8996 Protea Glen Extension 11, measuring 192 (one hundred and ninety two) square metres.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 1 bedroom, 1 bathroom.

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

B. W. Webber, Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 778-0600.) [Ref Foreclosures/fp/K757 (6 735 025).]

Case No. 5014/01
PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and LOCK, LIONEL ALEXANDER, Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 17th January 2002 at 10h00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg East, 69 Juta Street, Johannesburg, prior to the sale:

Certain: Erf 114, Sandringham Township, Registration Division I.R., Gauteng, being 65 Edward Avenue, Sandringham, Johannesburg, measuring 1 912 (one thousand nine hundred and twelve) square metres.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 3 bedrooms, 2 bathrooms, laundry, games room with outbuildings with similar construction comprising of 2 garages, 2 servants' rooms, bathroom, toilet and 1 bedroom and a swimming-pool.

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

B. W. Webber, Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 778-0600.) [Ref Foreclosures/fp/L684 (6 433 320.]

Case No. 01/15344

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: ABSA BANK LIMITED, Account No. 80-5196-2257, Plaintiff, and FIVAZ, JAN FRANCOIS, 1st Defendant, FIVAZ, ELIZABETH, 2nd Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without a reserve price, the price subject to the Plaintiff's approval, will be held by the Sheriff at his offices at 439 Prince George Avenue, Brakpan, on the 18th day of January 2002 at 11h00 of the undermentioned property of the Defendants on the conditions to be read out 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, Brakpan:

Certain: Erf 1324, Dalpark Extension 11 Township, Registration Division I.R., the Province of Gauteng and also known as 61 Lawrence Street, Dalpark Extension 11, Brakpan, measuring 1 087 m (one zero eight seven) square metres.

Condition of building: Reasonable.

Zoned: Residential.

Description of building: Single storey residence.

Construction of building: Brick/plastered and painted.

Construction of roof: Cement-Tiles pitched roof.

Improvements (none of which are guaranteed): consisting of the following: *Main building:* Single storey residence comprising of lounge, dining room, kitchen, 2 bedrooms, 1 bathroom & double garage. *Outbuilding:* There are not outbuildings on the premises. *Constructed:* Cement-Tiles pitched roof.

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

Auctioneer's charges, payable on the day of 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 Johannesburg on this 12th day of December 2001.

Rossouws Attorneys, Plaintiff's Attorneys, 8 Sherborne Road, Parktown, Johannesburg; PO Box 1588, Jhb, 2000. (Tel. 726-9000.) (Ref. Rossouw/ct/04/A6794E.)

Saak No. 5312/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen NEDCOR BANK BEPERK, Eiser, en HENNIE GEYSER, Verweerder

Ingevolge uitspraak van die Landdros van Randfontein en lasbrief vir eksekusie met datum 1/2/2001 sal die ondervermelde eiendom geregtelik verkoop word op Vrydag, die 18de dag van Januarie 2002 om 10h00, te die Baljukantoor, Pollockstraat 19, Randfontein, aan die hoogste bieder, naamlik:

Erf 11, Aureus Dorpsgebied, Registrasie Afdeling I.Q., provinsie Gauteng, groot 4 816 vierkante meter, gehou kragtens Akte van Transport No. T28464/1991.

Die volgende verbeterings is verskaf maar nie gewaarborg nie: 'n Losstaande steengebou onder 'n sinkdak bestaande uit 2 toilette, 3 dubbel motorafdakke, 2 enkel motorafdakke en omhein met betonmure.

Voorwaardes: 10% van die koopsom, in kontant op die dag van verkoping en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde Bank- of Bouvereniging se waarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belastings, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoor-ure by die kantoor van die Balju, Pollockstraat 19, Randfontein, nagesien word.

D J de Beer, Truter Crous & Wiggill, Prokureurs vir Eiser, Nashet Gebou, Southern Sirkel, Kenneth- en Conventstraat, Greenhills, Randfontein, 1760. (Verw. Mnr. De Beer DT N94/99.)

Case No. 20917/1998
PH 400

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

In the matter between: SAAMBOU BANK LIMITED, Execution Creditor, and MAKALELA: MAMETSA JACK, 1st Execution Debtor, and MAKALELA: GRANNY SIBONGILE, 2nd Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve wil be held at the offices of the Sheriff of the High Court, Kempton Park North at 14 Greyilla Avenue, Kempton Park, on Thursday, 24 January 2002 at 14h00 of the undermentioned property of the 1st and 2nd Execution Debtors on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff of the High Court, Kempton Park North, prior to the sale:

Certain: All right, title and interest in the leasehold of Erf 1217, Tembisa Extension 4 Township, Registration Division I.R., the Province of Gauteng, measuring 330 (three hundred and thirty) square metres, held by Certificate of Registered Grant of Leasehold No. TL36842/1990, situate at Stand 1217, Tembisa Extension 4.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Kitchen, dining room, 3 bedrooms, 1 bathroom and 1 toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank guarantee to be furnished within 45 (forty five) days from the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Dated at Benoni on 6 December 2001.

C. de Heus (Snr), Du Plessis De Heus & Van Wyk, Attorneys for Execution Creditor, 72 Woburn Avenue, Benoni. [Tel. (011) 422-24351.] (Ref. Mr De Heus/FN/AB587.)

Saak No. 79663/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen: DIE BEHERENDE LIGGAAM VAN EBENPARK REGSPERSOON, Eiser, en NOMBUYISELO THELMA LOSE, Verweerder

In die uitvoering van 'n vonnis, in die Landdroshof Pretoria en 'n lasbrief vir eksekusie sal die eiendom hieronder vermeld in eksekusie verkoop op 17 Januarie 2002 om 10h00 deur die Balju, Pretoria-Wes, te Olivetti Huis, 6de Vloer, Kamer 603A, h/v Schubart- & Pretoriusstrate, Pretoria:

Eenheid 51-SS129/1986 Ebenpark, geleë te Erf 3332, Pretoria CC, Provinsie van Gauteng, grootte 43 (vier drie) vierkante meter, gehou kragtens Akte van Transport ST24126/1997, bekend as Ebenpark 309, Kerkstraat 233, Pretoria, bestaan uit 1 kamer, 1 badkamer, 1 oopplan sitkamer & kombuis.

Voorwaardes:

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

Voorwaardes van verkope: Die voorwaardes van verkope mag geïnspekteer word by die kantore van die Balju Pretoria-Wes.

Geteken te Pretoria op hierdie 5de dag van November 2001.

Lüdik & Booysen Prokureurs, Prokureurs vir Eiser, Pretoriusstraat 1126, Hatfield, Pretoria. Docex 324. (Tel. 430-7884.) (Verw. MB/mm/2677.)

B W Hartzenberg-Adjunk Balju, Balju Pretoria-Wes, Privaatsak X201, Pretoria, 0001. [Tel. (012) 386-3302.]

Saak No. 16703/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BPERK, Eiser, en LILLIAN MATHABE, Verweerder

Kennis word hiermee gegee dat ingevolge verstekvonnis wat in bogemelde saak op die 19de Maart 2001 toegestaan is en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Landdroshof, Pretoria-Sentraal op die 15de Januarie 2002 om 10h00, te Visagiestraat 234, Pretoria, verkoop:

Deel Nr. 12, soos getoon en volledliger beskryf op Deelplan Nr SS8/80 in die skema bekend as Parkhurst ten opsigte van die grond en gebou of geboue geleë te Sunnyside Dorpsgebied, Plaaslike Bestuur: Stadsraad van Tshwane, van welke deel die vloeroppervlakte, volgens voormelde deelplan 75 vierkante meter groot is; en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken is; gehou kragtens Akte van Transport No. ST14236/97; ook bekend as 12 Parkhurst, 609 Parkstraat, Arcadia, Pretoria.

Verbeterings: Die eiendom bestaan uit sitkamer, eetkamer, kombuis, $1^1/_2$ slaapkamers, badkamer.

Beskrywing, grote en verbeterings nie gewaarborg.

Die verkoopsvoorwaardes wat uitgelees word is ter insae by die kantore van die Balju, Pretoria-Sentraal, Margarethastraat 30, Pretoria.

Geteken te Pretoria op hierdie 3de dag van Desember 2001.

J. J. Hurter, Van Zyl Le Roux & Hurter Ingelyf, Prokureurs vir Eiser, 13de Vloer, SALU-gebou, h/v Andries- & Schoemanstrate, Pretoria; Posbus 974, Pretoria, 0001. (Tel. 300-5000.) (Verw. JJ Hurter/hk/201917.)

Case No. 6275/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA BANK LIMITED, Execution Creditor, and TIONG TJAE KHO, First Execution Debtor, and ERICA MARGARETHA KHO-NUTZINGER, Second Execution Debtor

In pursuance of a judgment granted on the 16th of August 2001 in the High Court of South Africa (Transvaal Provincial Division) and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on the 16th of January 2002 at the Fehrslane Centre, Struben Street 130A, Pretoria, at 10h00 without reserve to the highest bidder:

Erf 855, situated in the Township of Elarduspark, Extension 2, District of Pretoria, Registration Division JR, Gauteng, situated at 1 Limonite Street, Elarduspark, Pretoria, in extent 1 339 (one thousand three hundred and thirty nine) square metres, held by the Judgment Debtor in his name under Deed of Transfer No. T65975/97.

Improvements: 1 x doorway, 1 x livingroom, 2 x study rooms, 5 x bedrooms, 3 x bathrooms, 1 x kitchen, 1 x pantry, 1 x scullery, 1 x patio, 1 x swimming-pool, 3 x garages with automatic doors, 1 x 90 square metres office/flat, 1 x underground heating system, upright tile roof.

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

2. The purchaser shall pay 10% of the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, within 14 (fourteen) days from the date of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

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

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

5. The full conditions may be inspected at the offices of the Sheriff of the High Court, Pretoria South, during office hours.

Dated at Pretoria this 29th day of November 2001.

Coetzer & Partners, Farendenstraat 343, Arcadia, Pretoria. (Verw. C Kotzé/mm/KC0096.)

Case No. 5254/01

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

In the matter between CASHBANK LIMITED, Plaintiff, and AARON SIBEKO, Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Roodepoort dated 25 June 2001 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at 10 Liebenberg Street, Roodepoort, to the highest bidder on Friday, the 18th day of January 2002 at 10h00:

Portion 137 (a portion of portion 60) of Erf 10644, Dobsonville Extension 3 Township, Registration Division I.Q., Province of Gauteng, in extent 260 (two hundred and sixty) square metres.

Street address: Erf 10644/137, Dobsonville Extension 3 Township.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrate's Court Act No. 32 of 1944, as amended, and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant Title Deeds.

2. The following information is furnished but not guaranteed: Brick dwelling consisting of lounge, dining room, passage, kitchen, 1 bathroom and 2 bedrooms.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Roodepoort South.

4. Payment shall be effected as follows:

4.1 Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15,5% 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.

Signed at Cape Town on 27 November 2001.

Graham Bellairs Attorneys, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. Mr G Bellairs/cf/W02040.)

Saaknr: 31385/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BEPERK, Eiser, en JABULANI SENZO MTSHALI, Verweerder

Kennis word hiermee gegee dat ingevolge verstekvonnis in bogemelde saak op die 29ste Mei 2001 toegestaan is en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Landdroshof Pretoria-Sentraal op die 15de Januarie 2002 om 10h00 te Visagiestraat 234, Pretoria verkoop:

Deel 143 soos getoon en volledliger beskryf op Deelplan Nr SS342/91 in die gebou of geboue bekend as Parkzicht geleë te Erf 2849 Pretoria Dorpsgebied, Plaaslike Bestuur: Stadsraad van Tshwane Metropolitaanse Munisipaliteit, waarvan die vloeroppervlakte, volgens genoemde Deelplan 37 vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en volledliger beskryf op genoemde deelplan, toegedeel aan genoemde deel in ooreenstemming met deelnemingskwota van genoemde deel; gehou kragtens Akte van Transport Nr ST72928/97; asook 'n uitsluitlike gebiedsgebruik beskryf as P44 (Parkeerarea) groot 26 vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as Parkzicht ten opsigte van die grond en gebou of geboue geleë te Erf 2849 Pretoria Dorpsgebied, Plaaslike Bestuur: Stadsraad van Tshwane Metropolitaanse Munisipaliteit, soos getoon en volledliger beskryf op Deelplan Nr SK342/91.

Ook bekend as 713 Parkzicht Woonstel, Minnaarstraat, Sunnyside, Pretoria.

Verbeterings: Die eiendom is 'n eenvertrekwoonstel met kombuis en badkamer.

Beskrywing, grote en verbeterings nie gewaarborg.

Die verkoopsvoorwaardes wat uitgelees word is ter insae by die kantore van die Balju Pretoria-Sentraal, Margarethastraat 30, Pretoria.

Geteken te Pretoria op hierdie 21ste dag van November 2001.

J J Hurter, vir Van Zyl Le Roux & Hurter Ingelyf, Prokureurs vir Eiser, 13de Vloer, Salugebou, h/v Andries & Schoemanstrate, Pretoria; Posbus 974, Pretoria, 0001. (Tel: 300-5000.) (Verw: JJ Hurter/hk/2032/57.)

Case Number 4997/01

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

In the matter between THE BODY CORPORATE OF TULIPWOOD, Plaintiff, and PATRICK HASANI MALUNGANA, Defendant

Kindly take notice that on Wednesday the 23rd day of January 2002 at 10h00 and at the Magistrate's Court, Randburg a public auction sale will be held in front of the Magistrate's Court, Jan Smuts Avenue, Randburg, at which the Sheriff of the Court in this action, Warrant of Execution issued in terms thereof and attachment in execution made thereunder sell:—

Certain: Section 59, Tulipwood, measuring 93 sqm.

Also known as: Unit 59, Tulipwood, cnr Van Heerden & Le Roux Avenue, Vorna Valley, Extension 13.

Improvements reported (which are not warranted to be correct and are not guaranteed): 2 x bedrooms, 1 x kitchen, 1 x lounge, 1 x bathroom, 1 x carport (hereinafter referred to as "the Property").

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

A cash deposit of 10% of the purchase price of R500,00 whichever is the greater shall be paid on the date of sale and interest on the unpaid balance at the current building society rates of interest shall be payable, such unpaid balance to be secured by an acceptable guarantee within fourteen (14) days of the sale.

The full conditions of sale may be inspected at the offices of Sheriff, Halfway House, 614 James Crescent, Halfway House, the Sheriff of the Court.

Dated at Johannesburg on this the 27th day of November 2001.

Signed: A J van Rensburg, for Thomson Wilks, Plaintiff's Attorneys, Ground Floor, West Wing, President Place, 148 Jan Smuts Avenue, Rosebank, Johannesburg; P O Box 3242, Parklands. Docex 6, Parktown North. (Tel: 880-8023.) (Ref: Mr Van Rensburg/cm/T202.)

Case No: 97/14081
PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and STRYDOM: ANDRIES JOHANNES GYSBERT, First Defendant and HATTING: FRANCOIS PHILLIPUS, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the High Court, 69 Juta Street, Braamfontein, Johannesburg at 10:00 on Thursday 17 January 2002, of the undermentioned property of the Defendants on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court prior to the sale.

Certain: Portion 1 of Erf 219 Westdene Township, Registration Division I.R., the Province of Gauteng, area 496 (four hundred and ninety six) square metres.

Situation: 45—3rd Avenue, Cnr Thornton Ave, Westdene.

Improvements (not guaranteed): "A residential dwelling consisting of 2 bedrooms, bathroom, kitchen, lounge and dining-room."

Terms: 10% of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a Bank, Building Society or other exceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% on the first R30 000.00 of the proceeds of the sale and 3% on the balance thereof subject to a maximum commission of R7 000.00 and a minimum of R300.00.

Dated at Johannesburg on 3 December 2001.

F. R. J. Jansen, for Jansen—Potter, Plaintiff's Attorneys, The Lion House, 20 Roberts Avenue, Kensington. (Tel: 614-8100.) (Ref: ForeclosuresZ2660.)

Case No. 97/7786
PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and V & S PILLAY PROPERTY ENTERPRISES CC, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the High Court, 69 Juta Street, Braamfontein, Johannesburg, at 10:00, on Thursday, 17 January 2002, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain Erf 1481, Lenasia Extension 1 Township, Registration Division I.Q., the Province of Gauteng, area 496 (four hundred and ninety six) square metres, situation 1481 Penquin Street, Lenasia Ext. 1.

Improvements (not guaranteed): "A residential dwelling under tile roof consisting of 4 bedrooms, 2,5 bathrooms & 5 other rooms. *Outbuildings:* Garage with precast and brick walls around property."

Terms: 10% of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% on the first R30 000,00 of the proceeds of the sale and 3% on the balance thereof subject to a maximum commission of R7 000,00 and a minimum R300,00.

Dated at Johannesburg on 3 December 2001.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, The Lion House, 20 Roberts Avenue, Kensington. (Tel. 614-8100.) (Ref. ForeclosuresZ1340.)

Saak No. 15925/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen BOE BANK LIMITED (formerly NBS BANK LIMITED), Eiser, en JOHANNES GYSBERTUS STEENKAMP N.O., 1ste Verweerder, VIDA STEENKAMP N.O., 2de Verweerder, JOHANNES GYSBERTUS STEENKAMP, 3de Verweerder, en VIDA STEENKAMP, 4de Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping gehou word deur die Balju, Pretoria-Suid te Fehrslanesentrum, 130A Strubenstraat, Pretoria, op Woensdag, die 16de dag van Januarie 2002 om 10h00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Veilingsafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die Kantore van die Balju Hooggeregshof, Pretoria-Suid voor die verkoping ter insae sal lê:

Erf 377, geleë in die dorpsgebied Clubview X2, Registrasie Afdeling JR, Provinsie van Gauteng, groot 1 193 (eenduisend eenhonderd drie en negentig) vierkante meter, gehou kragtens Akte van Transport T73973/98 (ook bekend as 9 Kameeldoringlaan, Clubview X2).

Verbeterings: Enkelverdieping woonhuis met 3 slaapkamers, 2 badkamers, stort, sitkamer, eetkamer, kombuis, werkkamer, kelder, balkon, bar, opwasplek, aantrekkamer, swembad, lapa, plaveisel, interkomstelsel en enkelmotorhuis.

Gebruiksbestemming: Algemene woondoeleindes.

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

Geliewe voorts daarop te let dat die verkoopsvoorwaardes by die kantoor van die Balju, Pretoria-Suid ingesien mag word.

Geteken te Pretoria op die 4de dag van Desember 2001.

S E du Plesis, Van der Merwe Du Toit Prokureurs Ing., Prokureurs vir Eiser, Sanlamsentrum Middestad, 14de Vloer, Andriesstraat 252, Pretoria. [Tel. (012) 322-8490.] (Verw. Mev Engels/B0027/367.)

Case No. 01/17011
PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and KLAAS, TEMBAKAZI BEAUTY N.O., 1st Execution Debtor, and KLAAS, TEMBAKAZI BEAUTY, 2nd Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 17th January 2002 at 10h00 of the undermentioned poroperty of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg East, 69 Juta Street, Johannesburg, prior to the sale:

1. *Certain:* Remaining extent of Erf 1052, Yeoville Township, Registration Division I.R., Gauteng, measuring 247 (two hundred and forty seven) square metres.

2. *Certain:* Erf 1053, Yeoville Township, Registration Division I.R., Gauteng, measuring 495 (four hundred and ninety five) square metres, being 9 Regent Street, Yeoville, Johannesburg.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 4 bedrooms, 2 bathrooms, 2 other rooms with outbuildings with similar construction comprising of a garage, bathroom, servant's room and a storeroom.

Dated at Johannesburg on this 4th day of December 2001.

G.D. Smith, Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 778-0600.) [Ref Foreclosures/fp/M.3114 (5 236 157).]

Case No. 00/11493

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS BANK LIMITED, Plaintiff, and RAKGOLE RAMSHISHINGOA ERNEST, First Defendant, and RAKGOLE MAGDELINE, Second Defendant

In pursuance of a judgment in the High Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, the property listed herein will be sold at the office of the Sheriff of the High Court, Halfway House, at 10 Conduit Street, Kensington B, Randburg, at 13h00 on the 22nd January 2002, to the highest bidder:

Certain: Erf 285, Alexandra East Bank Township, Registration Division IR, the Province of Gauteng, commonly known as 285 Weaver Crescent Alexandra Eastbank.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A single storey dwelling consisting of 2 bedrooms, 1 wc, 1 bathroom, lounge, kitchen, all under a tiled roof. 195.000 sqm.

Zoned: Residential.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the High Court, Halfway House, at 614 James Crescent, Halfway House.

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

Van Staden & Booysen, Attorneys for Plaintiff, c/o Document Exchange, 3rd Floor, The Markade, 84 President Street, Johannesburg. (Tel. 867-5723.) (Ref. JVS/esb/B729.)

Case No. 19116/01
PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and NGWENYA, DORCAS N.O., Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 17th January 2002 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 7 Amalgam Place, Amalgam, Johannesburg, prior to the sale:

Certain: Portion 124, of Erf 1994, Protea Glen Extension 1 Township, Registration Division I.Q., Gauteng, being Ptn 124 of 1994, Protea Glen Extension 1,Soweto, measuring 234 (two hundred and thirty four) square metres.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 2 bedrooms, 1 bathroom.

Dated at Johannesburg on this 6th day of December 2001.

B.W. Webber, Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 778-0600.) [Ref. Foreclosures/fp/M.3325 (2 578 987).]

Case No. 25862/98

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARGARETH MANKEKEMANA MATHE, Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 11 January 2002 at 11h00.

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

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

Property: Portion 36 of Erf 412, Hammanskraal, Registration Division: J.R., Gauteng, measuring 270 square metres, also known as 36 Edison Street, Hammanskraal.

Improvements: Dwelling: 2 bedrooms, 1 bathroom, kitchen, diningroom, walling.

Zoned—Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Mr Croucamp/Belinda/E2004.)

Case No. 28751/99

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and URIAH NKUNE MALEBATI, First Defendant, and JOHANNA MAMIKI MALEBATI, Second Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Soshanguve, at the entrance of the Magistrate's Court, Soshanguve, on Thursday, 17 January 2002 at 11h00.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 702-6112.

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

Property: Erf 215, Soshanguve-DD, Registration Division J.R., Gauteng, measuring 419 square metres, also known as 215 Block DD, Soshanguve.

Improvements: Dwelling: 2 bedrooms, 2 bathrooms, 1 kitchen, 1 dining room, 1 lounge.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Mr Croucamp/Belinda/E2802.)

Saak No. 48988/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN RANDBURG GEHOU TE RANDBURG

In die saak tussen RYCKLOFF BELEGGINGS (EDMS) BPK, Eiser, en QUANTUM LEPA INVESTMENTS (EDMS) BPK, 1ste Verweerder, en NICOLASS JACOBUS HAND, 2de Verweerder

Ter uitwinning van 'n vonnis van die bogemelde Agbare Hof op 1 November 2001 en 'n lasbrief, sal die goedere hieronder genoem verkoop word aan die hoogste bieër te Jamessingel 614, Halfway House om 13:00 op Maandag, 21 Januarie 2001:

1. 2 x 2 deur staalkabinette.
2. 1 x 2 deur houtkabinet.
3. 7 x kantoorstoele.
4. 1 x raadskamertafel.
5. 2 x 4 laai liasseerkabinette.
6. 1 x 3 laai liasseerkabinette.
7. 1 x 9 laai liasseerkabinette.
8. 2 x L-raam kantoorlessenaars.
9. 1 x 4 laai liasseerkabinette.
10. 1 x Sharp faksmasjien.
11. 1 x 3 laai kantoorlessenaar.
12. 1 x Epson Stylus Printer.
13. 1 x 3-stuk rekenaar en monitor.
14. 1 x 52 Xmas Rekenaar.
15. 1 x C7X monitor.
16. 1 x Epson E P L printer.
17. 1 x Toshiba mini kopieerder.
18. 1 x klein tafel.
19. 1 x stoel.
20. 1 x E-reeks filmprosesseerder.
21. 1 x lessenaar.

Geteken te Pretoria op die 9de dag van Desember 2001.

Willemse & Benade Ing, Prokureurs vir Eiser, p/a J J Loots Ing, Nupensingel 512, Halfway House. (Verw. CBekker/im/H66.)

Aan: Die Balju van Halfway House/Alexandra.

Case No. 971/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NJENGABANYE JOHANNES MSIZA, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Soshanguve at the entrance of the Magistrate's Court, Soshanguve, on Thursday, 17 January 2002 at 11h00.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 083 347-0055.

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

Property: Erf 1554, Soshanguve-BB, Registration Division J.R., Gauteng, measuring 205 square metres, and also known as 1554 Block BB Soshanguve.

Improvements: Dwelling: 2 bedrooms, 1 bathroom, kitchen, 1 lounge.

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Mr Croucamp/Belinda/E3002.)

Case No. 27039/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ROLCOR PROPERTY INVESTMENTS CC, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Pretoria South, and to be held at the office of the Sheriff Pretoria East, Fehrs Lane Centre, 130A Struben Street, Pretoria, on Wednesday, 16 January 2002 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Pretoria South, Edenpark Building, 82 Gerhard Street, Lyttleton, Centurion, and will be read out prior to the sale taking place.

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

Property: Erf 852, Zwartkop Ext. 4, Registration Division J.R., Gauteng, measuring 1 412 square metres, also known as 5 Larch Nook, Zwartkop Ext. 4, Centurion.

Improvements: Commercial Property: Various offices with kitchenette and ablution facilities.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Mr Croucamp/Lora/E4814.)

Case No. 7143/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DELIWE FRIDA SITHOLE, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff of the High Court, Vereeniging at the offices of De Klerk, Vermaak and Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 17 January 2001 at 10h00.

Full conditions of sale can be inspected at the Sheriff of the High Court, Overvaal Building, 28 Kruger Avenue, Vereeniging. Tel. (016) 421-3400 and will be read out prior to the sale taking place.

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

Property: Erf 1659, Lakeside, Registration Division I.Q., Gauteng, measuring 231 square metres, also known as Erf 1659, Lakeside.

Improvements: Dwelling: 2 bedrooms, 1 bathroom, 1 kitchen, 1 living room, fencing.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. (012) 342-9164.] (Ref. Mr Croucamp/Lora/E3198.)

Case No. 17887/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and NTSHIMANE NICODEMUS MABOTJA, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Soshanguve, at the entrance of the Magistrate's Court, Soshanguve, on Thursday, 17 January 2002 at 11h00.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 702-6112 or (083) 347-0055.

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

Property: Erf 1126, Block FF, Soshanguve, Registration Division J.R., Gauteng, measuring 1 000 square metres, also known as Erf 1126, Block FF, Soshanguve.

Improvements: Dwelling: 3 bedrooms, 1 kitchen, 1 lounge, 1 bathroom, 1 toilet.

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. (012) 342-9164.] (Ref. Dalene Stroebel/X735.)

Case No. 18454/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and SEMMEMG MERRIAM MOTSOENENG, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Soshanguve, at the entrance of the Magistrate's Court, Soshanguve, on Thursday, 17 January 2002 at 11h00.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 702-6112 or (083) 347-0055.

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

Property: Erf 1210, Soshanguve-FF, Registration Division J.R., Gauteng, measuring 520 square metres, also known as Erf 1210 Block FF, Soshanguve.

Improvements: Dwelling: 3 bedrooms, 1 kitchen, 1 lounge, 1 full bathroom with toilet.

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. (012) 342-9164.] (Ref. Dalene Stroebel/X791.)

Case No. 3083/1998

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and MBHAZIMA WILSON MASHAVA, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Soshanguve, at the entrance of the Magistrate's Court, Soshanguve, on Thursday, 17 January 2002 at 11h00.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 702-6112 or (083) 347-0055.

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

Property: Erf 1064, situate in the Township of Soshanguve-DD, Registration Division J.R. Gauteng, measuring 600 square metres, also known as Erf 1064, Soshanguve-DD.

Improvements: Dwelling: 2 bedrooms, 1 bathroom and toilet, kitchen, 1 lounge.

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. (012) 342-9164.] (Ref. Dalene Stroebel/X562.)

Case No. 8704/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and SERUKULANE STEVEN MOHLODI, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Soshanguve, at the entrance of the Magistrate's Court, Soshanguve, on Thursday, 17 January 2002 at 11h00.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 702-6112 or (083) 347-0055.

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

Property: Erf 156, Soshanguve-FF, Registration Division J.R., Gauteng, measuring 310 square metres, also known as 156 Block FF, Soshanguve.

Improvements: Dwelling: 2 bedrooms, 1 kitchen, 1 lounge, 1 bathroom with toilet.

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Mr Dalene Stroebel/X598.)

Case No. 16878/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and JOY AGATHA ANNE DEERLING, Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Petoria North East, Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 15 January 2002 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Pretoria North East, at 1210 Pretorius Street, Pretoria, and will be read out prior to the sale taking place.

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

Property: Erf 4029, Eersterust Ext 6, Registration Division J.R., Gauteng, measuring 588 square metres, also known as 117 Progress Avenue, Eersterust Ext. 6, Pretoria.

Improvements: Dwelling: 4 bedrooms, 1 kitchen, 1 dining room, 1 lounge, 2 bathrooms with toilets, 1 outside toilet.

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Dalene Stroebel/X772.)

Case No. 26256/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and BROUTU ERIC LEBOTSE, First Defendant, and MATEBOHO EVELINE LEBOTSE, Second Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Soshanguve, at the entrance of the Magistrate's Court, Soshanguve, on Thursday, 17 January 2002 at 11h00.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 702-6112 or (083) 347-0055.

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

Property: Erf 149, Soshanguve-BB, Registration Division J.R., Gauteng, also known as Erf 149, Block BB, Soshanguve.

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

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Dalene Stroebel/X884.)

Case No. 16262/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and M.J. MAHLANGU, Defendant

A sale in execution of the undermentioned property is to be held at the office of The Sheriff, Johannesburg East, 69 Juta Street, Braamfontein, by the Sheriff Soweto West, on Thursday, 17 January 2002 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Soweto West at 7 Amalgam Place, Amalgam (next to Langlaagte Testing Ground), and will be read out prior to the sale taking place.

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

Property: Erf 7032, Zola Ext. 1 Township, Registration Division I.Q., Gauteng, measuring 225 square metres, also known as Erf 137, Zola Ext. 1.

Improvements: Dwelling: 2 bedrooms, 1 bathroom, 2 other rooms.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. No. 342-9164.) (Ref. Mr Croucamp/Lora/E9411.)

Case No. 14882/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and MOHAPI PETRUS MOLOTSI, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Soshanguve, at the entrance of the Magistrate's Court, Soshanguve, on Thursday, 17 January 2002 at 11h00.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 702-6112 or (083) 347-0055.

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

Property: Erf 446, Soshanguve-MM, Registration Division J.R., Gauteng, measuring 450 square metres, also known as Erf 446, Block K, Soshanguve.

Improvements: Dwelling: 2 bedrooms, 1 kitchen, 1 lounge, 1 full bathroom.

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. No. (012) 342-9164.] (Ref. Dalene Stroebel/X716.)

Case No. 26135/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and LLOYD, DAVID STANTON, 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 23 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, Pretoria South, Edenpark, Plot 82, Gerhardt Street, Lyttelton A/H, prior to the sale.

Certain: Remaining Extent of Portion 157 (a portion of Portion 149) of the farm Knopjeslaagte 385 Township, Registration Division J.R., Province of Gauteng, being 157 London Lane, Farm Knopjeslaagte 385 JR, measuring 4,3653 (four comma three six five three) hectares. 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, 3 bedrooms, 2 bathrooms, 1 study, kitchen. *Outbuildings:* 2 garages, 1 store, swimming-pool, tennis court.

Dated at Johannesburg on this the 30th 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/SBC1028.)

Case No: 9185/2001

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 CHUKWU, EZEKIEL, 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, 69 Juta Street, Braamfontein, on 24 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, Johannesburg Central, 19 Lepus Avenue, Crown Extension 8, Johannesburg, prior to the sale:

Certain: (a) Section No. 231 as shown and more fully described on Sectional Plan No. SS79/83 in the scheme known as Preston Place, Berea Township, and

(b) an undivided share in the common property in the scheme apportioned to the said section.

Province of Gauteng: being 231 Preston Place, 30 Alexander Street, Berea, Johannesburg, measuring 78 (seventy eight) square metres.

The property is zoned Residential.

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

Unit comprising of entrance hall, lounge, dining room, kitchen, 3 bedrooms, bathroom, water closet. *Outbuilding:* Garage.

Dated at Johannesburg on this the 12th day of December 2001.

Versfelds Nkosi Inc., c/o Tobias Lubbe Attorneys, Plaintiff's Attorneys, Suite 1920, SAAU Building, 19th Floor, cnr Andries & Schoeman Streets, Pretoria. [Tel: (011) 790-2300.] [Fax: (011) 468-1371.] (Ref: JS/cj/FBC922.)

Case No: 11201/1999

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 MANSOUR, JERRY VINCENT, 1st Defendant, and MANSOUR, LUCY, 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, Germiston South, 4 Angus Street, Germiston, on 21 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, Germiston South, 4 Angus Street, Germiston, prior to the sale:

Certain: Portion 4 (a portion of portion 1) of 4 Klippoortjie Agricultural Lots, Registration Division I.R., Province of Gauteng, being 6 Anderson Street, Klippoortjie, Germiston, measuring 4 450 (four thousand four hundred and fifty) square metres.

The property is zoned Residential.

The following information is furnish *re* the improvements, though in this respect nothing is guaranteed: A brick built residence, comprising of entrance hall, diningroom, kitchen, 4 bedrooms, 3 bathrooms, shower, 2 waterclosets, dressingroom. *Outbuilding:* Workingroom, garage, 3 servants' quarters, storeroom, watercloset.

Dated at Johannesburg on this the 13th day of November 2001.

Versfelds Nkosi Inc., c/o Lubbe Roets Attorneys, Plaintiff's Attorneys, Suite 1920, SAAU Building, 19th Floor, cnr Andries & Schoeman Streets, Pretoria. [Tel: (011) 790-2300.] [Fax: (011) 468-1371.] (Ref: JS/cj/FBC415.)

Case No: 4102/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA, Plaintiff, and CHOGA, MARGARET NYASHA, 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, Randburg/Sandton, 10 Conduit Street, Kensington B, Randburg, on 22 January 2002 at 13:00 of the undermentioned property of the Defendant on conditions which will lie for inspection at the offices of the Sheriff, Randburg, 9 Elnarand Court, cnr Selkirk & Blairgowrie Drive, Blairgowrie, prior to the sale:

Certain: (a) Section No. 5 as shown and more fully described on Sectional Plan No. SS187/82 in the scheme known as Lanor Lodge, and

(b) an undivided share in the common property in the scheme apportioned to the said section.

Province of Gauteng: being 5 Lanor Lodge, Lords Avenue, Windsor, measuring 69 (sixty nine) square metres.

The property is zoned Residential.

The following information is furnish *re* the improvements, though in this respect nothing is guaranteed: Unit comprising of 1 entrance hall, 1 lounge, 2 bedrooms, 1 bathroom, 1 water closet, 1 kitchen, 1 study, 1 balcony. *Outbuildings:* 1 parking bay.

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

Versfelds Nkosi Inc., c/o Tobias Lubbe Attorneys, Plaintiffs Attorneys, Suite 1920, SAAU Building, 19th Floor, cnr Andries & Schoeman Streets, Pretoria. [Tel: (011) 790-2300.] [Fax: (011) 468-1371.] (Ref: JS/cj/SBC991.)

Case No: 14176/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MARIRI, ABE ABNER, 1st Defendant, and MARIRI, NTHABISENG MAGDELINA, 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, Halfway House/Sandton, 10 Conduit Street, Kensington B, Randburg, on 22 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, Halfway House, 614 James Crescent, Halfway House, prior to the sale. Short description of property, situation and street number:

Certain: Erf 820 Wendywood Extension 2 Township, Registration Division I.R., Province of Gauteng, being 1 Acacia Street, Wendywood Ext 2, measuring 1 286 (one thousand two hundred and eighty six) square metres. The property is zoned residential.

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

A brick built residence, comprising of 5 bedrooms. *Outbuilding:—*

Dated at Johannesburg on this the 11th day of December 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/SBC1020.)

Case No: 15814/1999

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MEYER, GRANT ANDREW, 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, Krugersdorp, 22B Klaburn Court, cnr Okkerse & Rissik Street, Krugersdorp, on 23 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, Krugersdorp, 22B Klaburn Court, cnr Okkerse & Rissik Streets, Krugersdorp, prior to the sale. Short description of property, situation and street number:

Certain: Holding 22 Protea Ridge Agricultural Holdings, Registration Division I.Q., Province of Gauteng, being 22 Honingklip Road, Protea Ridge A/H, measuring 2,0215 (two comma zero two one five) hectares. The property is zoned residential.

The following information is furnish *re* the improvements, though in this respect nothing is guaranteed: A brick built residence, comprising of 2 living rooms, dining room, 4 bedrooms, 2 bathrooms, kitchen. *Outbuildings:* 2 garages, servants room, bathroom.

Dated at Johannesburg on this the 14th day of December 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/SBC446.)

Case No: 5722/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA, Plaintiff, and LAWRENCE, COLIN HARRY, 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, Roodepoort, 182 Progress Avenue, Lindhaven, on 25 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, Roodepoort, 182 Progress Avenue, Lindhaven, prior to the sale. Short description of property, situation and street number:

Certain: Erf 834 Wilropark Extension 2 Township, Registration Division I.Q., Province of Gauteng, being 5 Basalt Road, Wilropark Ext 2, measuring 1 587 (one thousand five hundred and eighty seven) square metres. The property is zoned residential.

The following information is furnish *re* the improvements, though in this respect nothing is guaranteed: A brick built residence, comprising of 2 living rooms, 4 bedrooms, 3 bathrooms, kitchen, scullery. *Outbuilding:* 2 garages, 1 bathroom.

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

Versfelds Nkosi Inc., Plaintiffs 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/SBC706.)

Case No: 14116/2001

MAGISTRATE'S COURT ALBERTON

ABSA BANK LTD/EUGENE KNOETZE and DEBRA ANNE KNOETZE

Sale in execution—Wednesday 23rd January, 2002, at 10h00 from the sheriff's offices situated at 8 St Columb Road, New Redruth, Alberton, by the Sheriff, Alberton, to the highest bidder.

Erf: Erf 187 Brackendowns Township, measuring 1,160 square metres, situated at 52 Geelhout Street, Brackendowns, consisting of a entrance hall, lounge, diningroom, family room, 4 bedrooms, kitchen, 3 bathrooms, 3 toilets, 2 carports.

Conditions: 10% deposit, interest @ 13,4% guarantee within 15 days, plus auctioneers fees payable.

Full conditions of sale can be inspected at the Sheriff's offices.

J Beckman, for Theart, Mey & Partners. (Tel. 907-2707) (Ref. A0134.336/TJ.)

Case No. 59678/00

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

In the matter between CASHBANK LIMITED, Plaintiff, and PETROS STINA XABA, First Defendant, and SELINAH MAMPELA XABA, Second Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Johannesburg dated 6 February 2001 and a Warrant of Execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by Public Auction held at Magistrate's Court, Fox Street, Johannesburg, to the highest bidder on Friday, the 18th day of January 2002 at 10h00:

Erf: 11701 Lenasia Extension 13 Township, Registration Division I.Q., Province of Gauteng, in extent 389 (three hundred and eighty nine) square metres.

Street address: 11701 Masha Turn, Lenasia Extension 13.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by Public Auction and subject to the provisions and conditions of the Magistrate's Court Act No. 32 of 1944 as amended and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant Title Deeds.

2. The following information is furnished but not guaranteed: Dwelling–description not guaranteed.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or Auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Lenasia.

4. Payment shall be effected as follows:

4.1 Ten percent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 14,25% 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.

Signed at Cape Town on 11 December 2001.

Graham Bellairs Attorneys, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref: Mr G Bellairs/cf/W01567.)

Case No: 2001/16761

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Account no. 80-4337-4961, Plaintiff, and ISAACS, JENNIFER ANN, Defendant

In Execution of a Judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a Sale without a reserve price, the price subject to the Plaintiff's approval, will be held by the Sheriff at his offices at 10 Liebenberg Street, Roodepoort on the 18th day of January 2002 at 10h00 of the undermentioned property of the Defendant on the conditions to be read out 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, Roodepoort South (short description of property, situation and street number).

Certain: Section No. 19 as shown and more fully described on Sectional Plan No. SS195/1995 in the scheme known as Chardonnay in respect of the land and building or buildings situate at Florida Township, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, and also known as Unit 19 Chardonnay, 12—4th Avenue, Florida, measuring 72 m (seventy two) square metres.

Improvements (none of which is guaranteed): Consisting of the following: *Main building:* Lounge, dining room, kitchen, 2 bedrooms, bathroom w.c. *Outbuilding:* None. *Constructed:* Brick under tiled roof.

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

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

Dated at Johannesburg on 12 November 2001.

Rossouws Attorneys, Plaintiff's Attorneys, 8 Sherborne Road, Parktown, Johannesburg; P O Box 1588, Jhb, 2000. (Tel: 726-9000.) (Ref: Rossouw/ct/04/A6901E.)

Case No. 19583/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between BOE BANK LIMITED, Plaintiff, and BULELWA CHRISTINA TABANE, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the abovementioned suit, a sale will be held by the Sheriff of Pretoria Central at NG Sinodale Centre, 234 Visagie Street, Pretoria on the 15 January 2002 at 10h00 of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

(a) Section 10 as shown and more fully described on Sectional Plan SS29/1985 in the scheme known as Damaza in respect of the land and buildings situate at Portion 6 of Erf 1026, in Arcadia Township, Local Authority City Council of Pretoria, measuring 62 square metres.

(b) and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No. ST34833/96, known as 204 Damaza, 463 Edmond Street, Arcadia.

The following information is furnished, though in this regard nothing is guaranteed:

Main building: 1 lounge, 1 diningroom, 1 kitchen, 11/2 bedrooms, 1 bathroom, 1 wc.

Outbuilding: Undercover parking.

Other: Garden, parking.

Terms: The sale is without reserve. Deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the attorney and to be furnished to the Sheriff, Pretoria Central within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria.

Dated at Pretoria this 19th day of November 2001.

Savage Jooste and Adams Inc., Plaintiff's Attorney, Savage Jooste and Adams House, Hadefields, 1267 Pretorius Street, Hatfield, Pretoria. (Ref. Mrs Kartoudes/YVA/65510.)

Case No. 8663/99

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and THOMAS HICKEN BEZUIDENHOUT, 1st Defendant, and JOHANNE CHRISTINA MARIA BEZUIDENHOUT, 2nd Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the abovementioned suit, a sale will be held by the Sheriff of Bronkhorstspruit at the Magistrate's Court, Kruger Street, Bronkhorstspruit on the 16 January 2002 at 10h00 of the undermentioned property of the Defendants, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 674, situated in the Township of Erasmus Ext 4, Registration Division JR, Gauteng, measuring 739 square metres, held under Deed of Transfer No. T22749/96, known as 16 Koper Street, Erasmus Ext 4, Bronkhorstspruit.

The following information is furnished, though in this regard nothing is guaranteed:

Main building: 2 living rooms, 3 bedrooms, 2 bathrooms, 1 closed stoep, 1 kitchen, 1 other room.

Outbuilding: 1 servants room, 1 store, 1 wc, 1 carport.

Terms: The sale is without reserve. Deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the attorney and to be furnished to the Sheriff, Bronkhorstspruit within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Bronkhorstspruit, 51 Kruger Street, Bronkhorstspruit.

Dated at Pretoria this 12th day of November 2001.

Savage Jooste and Adams Inc., Plaintiff's Attorneys, Savage Jooste and Adams House, Hadefields, 1267 Pretorius Street, Hatfield, Pretoria. (Ref. Mrs Kartoudes/YVA/63201.)

Case No. 475/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Bophuthatswana Provincial Division)

In the matter between ESKOM FINANCE COMPANY (PTY) LTD, Plaintiff, and RESEMATE DASTER MTHOMBENI (ID No. 6502255937087), Defendant

In execution of a judgment of the above Honourable Court, a sale without reserve price will be held by the Deputy Sheriff for the High Court of South Africa (Bophuthatswana Provincial Division), at the front door of the Magistrate's Court, Soshanguve on the 24th day of January 2002 at 11h00, of the undermentioned immovable property of the Defendant, on the conditions to be read out by the Sheriff at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff, High Court, Odi:

Address: Site 72, Unit 16, Township Ga-Rankuwa, District Odi, extent 325 (three hundred and twenty five) square metres, held by virtue of Deed of Grant No. 3596/92; and now held by virtue of Deed of Grant No. TG13370/97 BP.

The following information is furnished with regard to improvements on the property, although nothing in this respect is guaranteed: A brick dwelling.

Terms: The full purchase price payable against registration of transfer, to be secured by bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall, on the day of the sale pay 5% (five percent) auctioneer's charges on the proceeds of the sale up to a price of R30 000,00 and thereafter 3% (three percent) provided that the minimum amount payable shall be R300,00 and the maximum amount R7 000,00.

Dated at Mafikeng on this the 6th day of December 2001.

Van Onselen & Van Rooyen Inc., Plaintiff's Attorneys, 9 Proctor Street, Mafikeng, 2745. (Ref. JVO/AvR/JE08/2001.)

Case No. 3798/01

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

In the matter between GOLDEN GROVE BODY CORPORATE, Execution Creditor, and ANTON SCHOEMAN, Execution Debtor

Pursuant to a judgment granted by the above Honourable Court on the 11th day of May 2001 and a warrant of execution served on the 10th day of October 2001, the undermentioned property will be sold by the Sheriff of the Magistrate's Court, Germiston South, 4 Angus Street, Germiston, on the 21st day of January 2001 at 10h00 to the highest bidder:

Certain: Section No. 70, as shown and more fully described on Sectional Plan No. SS15/88, in the scheme known as Elandshof, in respect of the land and building or buildings situate at Georgetown in the Local Authority area of the Ekurhuleni Metropolitan Council, province Gauteng, measuring 114 (one hundred and fourteen) square metres, situate at K25 Golden Grove, Leipold Street, Germiston, held by Deed of Transfer No. ST23376/97.

Improvements reported: 1 x lounge, entrance hall, 1 x kitchen, 1 x bathroom, 3 x bedrooms (which are not warranted to be correct and are not guaranteed):

Material terms:

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

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

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

The complete terms and conditions of the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Angus Street, Germiston.

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

A D Wilton, Anthony Wilton Attorneys, Judgment Creditor's Attorneys, 113 Joubert Street, Germiston. Docex 5, Germiston. (Tel. 873-7425.) (Ref. AW1979.)

Case No. 3792/01

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

In the matter between GOLDEN GROVE BODY CORPORATE, Execution Creditor, and LESLIE CECIL WENTINK, First Execution Debtor, and LESLEY CURIE WENTINK, 2nd Execution Debtor

Pursuant to a judgment granted by the above Honourable Court on the 17th day of April 2001 and a warrant of execution served on the 31th day of October 2001, the undermentioned property will be sold by the Sheriff of the Magistrate's Court, Germiston South, 4 Angus Street, Germiston, on the 21st day of January 2001 at 10h00, to the highest bidder:

Certain: Section No. 92, as shown and more fully described on Sectional Plan No. SS15/88, in the scheme known as Elandshof, in respect of the land and building or buildings situate at Georgetown in the Local Authority Area of the Ekurhuleni Metropolitan Council, province Gauteng measuring 112 (one hundred and twelve) square metres, situate at M1 Golden Grove, Leipold Street, Germiston, held by Deed of Transfer No. ST29477/91.

Improvements reported: 1 x lounge, entrance hall, 1 x kitchen, 1 x bathroom, 3 x bedrooms (which are not warranted to be correct and are not guaranteed):

Material terms:

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

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

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

The complete terms and conditions of the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Angus Street, Germiston.

Dated at Germiston on this the 27th day of November 2001.

A D Wilton, Anthony Wilton Attorneys, Judgment Creditor's Attorneys, 113 Joubert Street, Germiston. Docex 5, Germiston. (Tel. 873-7425.) (Ref. AW1980.)

Case No. 2000/47956

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ESKOM FINANCE COMPANY (PROPRIETARY) LIMITED, Plaintiff, and VENTER, PAULUS FILLIPPUS, Defendant

In pursuance of a judgment in the Court for the Supreme of Johannesburg on the 28 July 2000 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 18 January 2002 at 10h00 at the office of the Sheriff Johannesburg West situated at 69 Juta Street, Braamfontein to the highest bidder:

Certain: Remaining extent of Erf 75, Northcliff Township, Registration Division I.Q., the Province of Gauteng, measuring 3 668 (three thousand six hundred and sixty eight) square metres, held by Deed of Transfer T62043/1997, situate 241 Frederich Drive, Northcliff.

The following improvements are reported to be on the property, but nothing is guaranteed: Erf comprises of entrance hall, dining room, lounge, kitchen, 3 bedrooms, bathroom, w.c., dressing room and garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Johannesburg West, 16 Central Road, Fordsburg.

Dated at Johannesburg this 29th day of November 2001.

And to: The Sheriff of the Court, Johannesburg West.

PME Attorneys, Plaintiff's Attorneys, 393 Ontdekkers Road, Florida Park; PO Box 3630, Northcliff, 2115. [Tel. (011) 475-1221.] [Ref. JAJM/jb (X53).]

Case No. 97/18788

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and LOURAL PROPERTIES CC, Defendant

In the execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at 69 Juta Street, Braamfontein on 17th January 2002 at 10h00 in the forenoon, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Erf No. 762, Yeoville, Registration Division IR, the Province of Gauteng, held under Deed of Transfer No. T20426/1969, situate at 32 Hunter Street, Yeoville, measuring 495 square metres.

Improvements (not guaranteed): Block of flats.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

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

Biccari, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate; P.O. Box 92441, Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A Bollo/vv.)

Case No. 01/21019
PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between BOE BANK LTD, Plaintiff, and WETDAN D13 CC, First Defendant, and DA SILVA, ANTONIO FERNANDO DA SILVA ESA, 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, 69 Juta Street, Braamfontein on 17 January 2002 at 10h00 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, 131 Marshall Street, Johannesburg:

Being: Erf 1926, Houghton Estate, situate at 6 Sixteenth Avenue, Houghton Estate, Registration Division I.R., Province of Gauteng, measuring 3 965 square metres, held under Deed of Transfer No. T63883/2000.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling house comprising lounge, dining room, study, kitchen, pantry, 4 bedrooms, 2 bathrooms, 2 showers, 3 toilets, entrance hall, scullery, family room, linen room, dressing room, double garage, 3 servants' rooms, toilet & bath, 3 storerooms, laundry, swimming pool.

Terms: 10% (ten per cent) 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 7th December 2001.

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

Case No. 99/16146
PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between BOE BANK LTD, Plaintiff, and Estate Late: DHANAPALAN MOODLEY, First Defendant, and MOODLEY, NEELAMBAL EUNICE, 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, 69 Juta Street, Braamfontein on 17 January 2002 at 10h00 of the undermentioned property of the Defendants 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, 131 Marshall Street, Johannesburg:

Being: Erf 1552, Parkhurst, situate at 19 3rd Avenue, Parkhurst, Registration Division I.R., Province of Gauteng, measuring 495 square metres, held under Deed of Transfer No. T43930/92.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling house comprising lounge, diningroom, kitchen, 3 bedrooms, bathroom, toilet, garage, servants' quarters, toilet, swimming pool.

Terms: 10% (ten per cent) 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 5th December 2001.

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

Case No. 99/10602
PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between BOE BANK LTD, Plaintiff, and KHOPOTSE, PHOPOLO SHADRACK, First Defendant, and KHOPOTSE, MMAMOSHE EVELYN, 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, 69 Juta Street, Braamfontein on 17 January 2002 at 10h00 of the undermentioned property of the Defendants 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, 69 Juta Street, Braamfontein:

Being: Portion 66 of Erf 724, Kew, situate at 52 Helen Road, Kew, Registration Division I.R., Province of Gauteng, measuring 1 602 square metres, held under Deed of Transfer No. T87322/97.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling house comprising entrance hall, lounge, diningroom, family room, kitchen, 3 bedrooms, bathroom, toilet, shower, 2 garages, 2 servants' rooms, bathroom & toilet, swimmingpool.

Terms: 10% (ten per cent) 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. C/o 9th Floor, North State Building, corner Market & Kruis Streets, Johannesburg. (Tel. 789-3050.) (Ref. Mrs Christmas.)

Case No. 01/4932
PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between BOE BANK LTD, Plaintiff, and PETERSEN, DEBBIE LEE, 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, 69 Juta Street, Braamfontein on 17 January 2002 at 10h00 of the undermentioned property of the Defendants 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, 131 Marshall Street, Johannesburg:

Being: Section No 1, Creden Hill, Craighall Park Township, situate at Flat No 1 Creden Hill, Clarence Avenue, Craighall Park, Local Authority Eastern Metropolitan Substructure, measuring 97 square metres, and an undivided share in the common property, held under Deed of Transfer No ST146306/99.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Flat on ground floor in complex, comprising lounge/diningroom, kitchen, 2 bedrooms, bathroom, toilet.

Terms: 10% (ten per cent) 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 23rd November 2001.

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

Case No. 99/26563
PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between BOE BANK LTD, Plaintiff, and SMITH, MARTIN ARTHUR, 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, 69 Juta Street, Braamfontein on 17 January 2002 at 10h00 of the undermentioned property of the 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, 8 Motor Street, Westdene:

Being: Erf 411, Fairland, situate at 76 Sophia Street, Fairlands, Registration Division I.Q., Province of Gauteng, measuring 2 974 square metres, held under Deed of Transfer No. T65227/98.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling house comprising lounge, diningroom, family room, entrance hall, kitchen, 3 bedrooms, 2 bathrooms, shower, 2 toilets, guest toilet, 2 garages, servants' quarters, toilet and shower, swimming pool.

Terms: 10% (ten per cent) 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 20th November 2001.

Bezuidenhout Van Zyl Inc., 5 Surrey Square on Republic, corner Republic Road and Surrey Avenue, Randburg. C/o 9th Floor, North State Building, corner Market & Kruis Streets, Johannesburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

Case No. 01/18055
PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between BOE BANK LTD, Plaintiff, and DUMA, KHOHLWEZAKHE PROTAS, 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, 69 Juta Street, Braamfontein on 17 January 2002 at 10h00 of the undermentioned property of the Defendants 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, 100 Sheffield Street, Turffontein:

Being: Erf 1086, Mulbarton Extension 3, better known as 14 Park Drive, Mulbarton Extension 3, Registration Division I.R., Province of Gauteng, measuring 1 257 square metres, held under Deed of Transfer No. T47964/2000.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling house comprising lounge, diningroom, study, kitchen, 4 bedrooms, 2 bathrooms, shower, 2 toilets, entrance hall, TV room, scullery, second lounge, jaccuzi, dressing room, carport, servants' room and toilet.

Terms: 10% (ten per cent) 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 20th November 2001.

Bezuidenhout Van Zyl Inc., 5 Surrey Square on Republic, corner Republic Road and Surrey Avenue, Randburg. C/o 9th Floor, North State Building, corner Market & Kruis Streets, Johannesburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

Case No. 99/29433
PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between BOE BANK LTD, Plaintiff, and MANAMELA: LESOLE PETRUS, First Defendant and MANAMELA: PELAYELO LOUISA, 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 reserve price will be held at the Sheriff, 69 Juta Street, Braamfontein on 17 January 2002 at 10h00 of the undermentioned property of the Defendants 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, 69 Juta Street, Braamfontein.

Being: Erf 75 Bramley View Extension 1, situate at 10 Pine Avenue, Bramley View Extension 1, Registration Division I.R., Province of Gauteng, measuring 1 514 square metres, held under Deed of Transfer No T143924/98.

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

Dwelling house comprising lounge, diningroom, study, kitchen, 3 bedrooms, $3^1/_2$ bathrooms, shower, 3 toilets, family room, pub, 2 garages, servants' room with toilet & bath, store room, laundry.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer -a guaranteed to be furnished within 14 (fourteen) days from 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, c/o 9th Floor, North State Building, corner Market & Kruis Streets, Johannesburg. (Tel: 789-3050.) (Ref: Mrs Christmas.)

Case Number: 94/27932
PH 630

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and MOHLOPHEHE SOLOMON MOLEKO, First Defendant, and NTOMBIKAYISE IVY MOLEKO, Second Defendant

In Execution of a Judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein on Thursday the 17 January 2002 at 10:00 of the undermentioned immovable property of the Defendants on the Conditions to be read out by the Auctioneer at the time of the sale, which Conditions will lie for inspection, prior to the sale, at the office of the Sheriff of the High Court Soweto West, 7 Amalgam Place, Amalgam, Johannesburg:

Erf 1472, Jabavu Central Western Township, Registration Division I.Q., Province of Gauteng, measuring 283 (two hundred and eighty-three) square metres, held by Deed of Transfer TL16279/1986, being Central Western Jabavu, P O Kwa-Xuma.

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

The dwelling consists of: Patio, lounge, diningroom, 2 bedrooms, bathroom/w.c., kombuis.

Dated at Johannesburg on this the 22 day of November 2001.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive, Parktown. [Telephone: (011) 484-2828.] (Ref: 130442/Mrs J Davis/dg.) (DX589 Jhb.)

Case Number: 01/7048
PH 630

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and HLABATHI MALAPI (I.D. 6407145457082), First Defendant, and MOLOISHENG REBECCA MOKGABUDI (I.D. 6511190549089), Second Defendant

In Execution of a Judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein on Thursday the 17 January 2002 at 10:00 of the undermentioned immovable property of the Defendants on the Conditions to be read out by the Auctioneer at the time of the sale, which Conditions will lie for inspection, prior to the sale, at the Office of the Sheriff for the High Court Johannesburg South at 100 Sheffied Street, Turffontein.

(a) Section No. 145 as shown and more fully described on Sectional Plan No. SS74/1997 in the Scheme known as Club Tuscany in respect of the land and building or buildings situate at Mondeor Ext. 3 Township, Johannesburg Town Council, of which Section the floor area, according to the said sectional plan is 74 (seventy-four) square metres in extent being Unit 179 Club Tuscany, Colombine & Adelaide Street, Mondeor Ext. 3, Booysens; 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 Deed of Transfer Number ST10687/1997;

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

The dwelling consists of: Lounge, kitchen, 1 bathroom, 2 bedrooms.

Dated at Johannesburg on this the 22nd day of November 2001.

Jay Incorporated, Plaintiff's Attorneys, Level Six Sunnyside Ridge Building, Sunnyside Drive, Parktown. [Telephone: (011) 484-2828.] (Ref: 131999/Mrs J Davis/dg.) (DX589 Jhb.)

Case No. 13683/00

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

In the matter between AUBMAY COURT BODY CORPORATE, Execution Creditor, and PHILIP ALBERT BREDENHANN, Execution Debtor

Pursuant to a judgment granted by the above Honourable Court on the 28th day of August 2001 and a warrant of execution served on the 30th day of October 2001, the undermentioned property will be sold by the Sheriff of the Magistrate's Court, Germiston South, 4 Angus Street, Germiston on the 21st day of January 2002 at 10h00 to the highest bidder:

Certain: Section No. 17, as shown and more fully described on Sectional Plan No. SS120/93, in the scheme known as Aubmay Court, in respect of the land and building or buildings situate at Germiston in the Local Authority Area of the Ekurhuleni Metropolitan Council, Province Gauteng, measuring 86 (eighty six) square metres.

An exclusive use area described as Parking No. 19 being a part of the common property comprising the land and scheme known as Aubmay Court in respect of the land and building or buildings situate at Germiston in the Local Authority Area of the Ekurhuleni Metropolitan Council, Province Gauteng as more fully described on Notarial Deed of Cession of Exclusive Use No. SK2338/96, measuring 12 square metres, situate at 201 Aubmay Court, 39 Power Street, Germiston, held by Deed of Transfer No. ST28946/96.

Improvements reported: 1 x lounge, entrance hall, 1 x kitchen, 1 x bathroom, 3 x bedrooms (which are not warranted to be correct and are not guaranteed).

Material terms:

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

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

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

The complete terms and conditions of the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Angus Street, Germiston.

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

A D Wilton, for Anthony Wilton Attorneys, Judgment Creditor's Attorneys, 113 Joubert Street, Germiston. (Docex 5, Germiston). (Tel. 873-7425.) (Ref. AW1278.)

Case No. 99/30823
PH 630

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and LUYANDA LENNOX JEZILE, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein on Thursday the 17 January 2002 at 10:00 of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff of the High Court, Johannesburg East, 69 Juta Street, Braamfontein:

Portion 22 of Erf 1721, Bezuidenhout Valley Township, Registration Division I.R., Province of Gauteng, measuring 496 (four hundred ninety-six) square metres, held by Deed of Transfer T32741/1998, being 23 Fourth Avenue, Bezuidenhout Valley.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Entrance hall, lounge, dining room, kitchen, 3 bedrooms, bathroom/w.c., separate w.c., single garage, servants' quarters.

Dated at Johannesburg on this the 13 day of November 2001.

Jay Incorporated, Plaintiff's Attorneys, Level Six Sunnyside Ridge Building, Sunnyside Drive, Parktown. [Tel. (011) 484-2828.] (Ref. 126672/Mrs J Davis/dg.)

Case No. 99/581
PH 630

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and 177 ELSTON BENONI CC, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 180 Princes Avenue, Benoni on Thursday the 17 January 2002 at 09:00 of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff of the High Court, Benoni, 180 Princess Avenue, Benoni:

Holding 1, Benoni Orchards Agricultural Holdings Township, Registration Division I.R., Province of Gauteng, measuring 2,0229 (two comma nought two two nine) hectare, held by Deed of Transfer T57397/1991, being 1 Sports Road, Benoni.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining room, study, 3 bedrooms, kitchen, bathroom/w.c., bathroom/w.c./shower, separate w.c., 4 garages, outside w.c., flat, cottage.

Dated at Johannesburg on this the 9 day of November 2001.

Jay Incorporated, Plaintiff's Attorneys, Level Six Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie & Princess of Wales Roads), Parktown; P O Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax (011) 484-7548.] (Ref. 117781/Mrs J Davis/dg.)

Case No. 00/26507
PH 630

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division

In the matter between ABSA BANK LIMITED, Plaintiff, and OMAR HARTLEY, First Defendant, and AMILLA HARTLEY, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at c/o De Klerk, Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging on Thursday, the 17 January 2002 at 10:00 of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at c/o De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging:

Portion 99, of Erf 5504 Ennerdale Ext. 9 Township, Registration Division I.Q., Province of Gauteng, measuring 330 (three hundred thirty) square metres, held by Deed of Transfer T33967/1998, being 8 Anthony Avenue, Ennerdale Ext. 9.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, kitchen, 3 bedrooms, bathroom/w.c./shower.

Dated at Johannesburg on this the 27 day of November 2001.

Jay Incorporated, Plaintiff's Attorneys, Level Six Sunnyside Ridge Building, Sunnyside Drive, Parktown. [Tel. (011) 484-2828.] (Ref. 131934/Mrs J Davis/dg.)

Case No. 00/14642
PH 630

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BASHUPILE JOHN THIBA, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 10 Liebenberg Sreet, Roodepoort, on Friday, the 18 January 2002 at 10:00 of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff of the High Court, Roodepoort South, 10 Liebenberg Street, Roodepoort:

(a) Section No. 1 as shown and more fully described on Sectional Plan No. SS65/1982 in the Scheme known as Jon Clair in respect of the land and building or buildings situate at Florida Township, City of Johannesburg, of which section the floor area, according to the said sectional plan is 71 (seventy-on) square metres in extent being 110 Jon Clair, 3rd Avenue, Florida; 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 Deed of Transfer Number ST58892/1999.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of 2 bedrooms, 1 bathroom, kitchen, lounge.

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

Jay Incorporated, Plaintiff's Attorneys, Level Six Sunnyside Ridge Building, Sunnyside Drive, Parktown. [Tel. (011) 484-2828.] (Ref. 130272/Mrs J Davis/gd.)

Case No. 00/15058
PH 630

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division

In the matter between NEDCOR BANK LIMITED, Plaintiff, and HOUSE TO HOUSE INVESTMENTS CC, First Defendant, and ETIENNE JAN HARM VAN JAARSVELD, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 182 Progress Avenue, Technicon, Roodepoort on Friday, the 18 January 2002 at 10:00 of the undermentioned immovable property of the Defendants on the conditions to be rad out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the High Court, Roodepoort, at 182 Progress Avenue, Technicon, Roodepoort:

(a) Section No. 10 as shown and more fully described on Sectional Plan No. SS55/1996 in the Scheme known as Kavalier in respect of the land and building or buildings situate at Witpoortjie Township, Roodepoort Town Council, of which section the floor area, according to the said sectional plan is 67 (sixty-seven) square metres in extent being 110 Kavalier, 16 Huley Road, Witpoortjie; 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 Deed of Transfer Number ST11523/1996.

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

Dated at Johannesburg on this the 4 day of December 2001.

Jay Incorporated, Plaintiff's Attorneys, Level Six Sunnyside Ridge Building, Sunnyside Drive, Parktown. [Tel. (011) 484-2828.] (Ref. 130187/Mrs J Davis/gd.)

Case No. 7150/01

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

In the matter between ABSA BANK LIMITED, Plaintiff, and C H CORNELESON, 1st Defendant, and M M CORNELESON, 2nd Defendant

In execution of a judgment of the above Court, an auction sale will be held on the 18 January 2002 at 11h15 at the offices of the Sheriff, 182 Leeuwpoort Street, Boksburg, on conditions that may be inspected at his office:

Certain: Portion 55 of Erf 128, Klippoortje AL Township, Registration Division IR, Province of Gauteng, measuring 912 (nine hundred and twelve) square metres, held by Deed of Transfer No. T17369/92, situated at 10 Amanda Crescent, Klippoortje, Boksburg.

The following information is furnished *re* the improvements, without any guarantee: Lounge, dining room, kitchen, 3 bedrooms, 2 bathrooms, w/c.

Dated at Boksburg this 21 day of November 2001.

A Louw, I Kramer & Moodie Inc., Attorney for Plaintiff, 316 Trichardts Road, Boksburg; P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050.] (Ref. Mr A Louw/O Smuts/NC/.TB3120.)

Case No. 13557/00

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

In the matter between ABSA BANK LIMITED, Plaintiff, and E M MATSEBA, 1st Defendant, and S P MOTSOADI, 2nd Defendant

In execution of a judgment of the above Court, an auction sale will be held on the 18 January 2002 at 11h15 at the offices of the Sheriff, 182 Leeuwpoort Street, Boksburg, on conditions that may be inspected at his office:

Certain: Erf 2078, Dawn Park Ext 8 Township, Registration Division IR, Province of Gauteng, measuring 1 034 (one thousand and thirty four) square metres, held by Deed of Transfer Number T48962/1998, situated at 12 Benade Street, Dawn Park, Ext. 8.

The following information is furnished *re* the improvements, without any guarantee: Lounge, dining room, kitchen, 3 bedrooms, 2 bathrooms, w/c.

Dated at Boksburg this 30 day of November 2001.

A Louw, I Kramer & Moodie Inc., Attorney for Plaintiff, 316 Trichardts Road, Boksburg; P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050.] (Ref. Mr A Louw/O Smuts/NC/TB2097.)

Case No. 6486/01

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

In the matter between ABSA BANK LIMITED, Plaintiff, and B F WESLEY, Defendant

In execution of a judgment of the above Court, an auction sale will be held on the 18 January 2002 at 11h15 at the offices of the Sheriff, 182 Leeuwpoort Street, Boksburg, on conditions that may be inspected at his office:

Certain: Erf 840, Reiger Park Ext 1 Township, Registration Division IR, Province of Gauteng, measuring 575 (five hundred and seventy five) square metres, held by Deed of Transfer Number T75309/1999, situated at 840 William Greef Street, Reiger Park.

The following information is furnished *re* the improvements, without any guarantee: Lounge, dining room, kitchen, 3 bedrooms, 2 bathrooms, w/c.

Dated at Boksburg this 6 day of December 2001.

A Louw, I Kramer & Moodie Inc., Attorney for Plaintiff, 316 Trichardts Road, Boksburg; P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050.] (Ref. Mr A Louw/O Smuts/NC/TB3119.)

Case No. 11630/01

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and JF DIRKER, 1st Defendant, and RENE-MARI DIRKER, 2nd Defendant

In execution of a judgment of the above Court, an auction sale will be held on the 18 January 2002 at 11h15, at the offices of the Sheriff, 182 Leeuwpoort Street, Boksburg, on conditions that may be inspected at his offices:

Certain Erf 104, Freeway Park Township, Registration Division IR, Province of Gauteng, measuring 1008 (one thousand and eight) square meters, held by Deed of Transfer Number T9339/00, situated at 26 Costantia Street, Freeway Park.

The following information is furnished *re* the improvements, without any guarantee: Lounge, dining-room, kitchen, 3 bedrooms, 2 bathrooms, w.c.

Dated at Boksburg this 6 day of December 2001.

A Louw, Kramer & Moodie Inc., Attorney for Plaintiff, 316 Trichardts Road, Boksburg, P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050.] (Ref. Mr A Louw/O Smuts/NC/TB3183.)

Case Number 2000/12029

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: ABSA BANK LIMITED, Execution Creditor, and NAKEDI, SAMUEL, Execution Debtor

Take notice that in pursuance of a judgment of the above Honourable Court in the above case on 10 July 2000 and in execution of a writ of execution of immovable property, the following property will be sold by the Sheriff of the High Court for the district of Soweto East on Thursday, the 17th day of January 2002 at 10:00 at the offices of the Sheriff of the High Court, Johannesburg East situated at 69 Juta Street, Braamfontein:

Certain Site No. 1130, together with all erections or structures thereon in the Township or Village of Diepkloof Extension in the area of jurisdiction of the Chief Commissioner for the Witwatersrand, held under Certificate of Right of Leasehold No. Diepkloof 1130, dated 27/04/1984 as will more fully appear from the General Plan No. 54/1982.

The property is situated at 1130 Diepkloof Extension, Diepkloof 1862 and consists of a lounge, dining room, kitchen, 3 bedrooms, 1 bathroom/water closet, 1 separate water closet, single garage (though in this respect nothing is guaranteed).

The said property will be sold on the conditions of sale, which conditions can be inspected before the sale at the office of the Sheriff of the High Court, Soweto East situated at 8 Motor Street, Westdene, Tel.: 482-5566, or at the offices of the attorneys acting for the Execution Creditor Willemse Benade Smit Hauptfleisch Inc, First Floor, North State Building, 96 Market Street (cnr Kruis Street), Johannesburg. (Ref. HHS/JE/hdp/33269.)

Signed at Johannesburg on this the 22nd day of November 2001.

J M O Engelbrecht, Willemse Benade Smit Hauptfleisch Inc., First Floor, North State Building, 95 Market Street (cnr Kruis Street); PO Box 1183, Johannesburg. (Tel. 333-8541.) (Ref. HHS/JE/hdp/33269.)

Case Number 2000/4223

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: ABSA BANK LIMITED, Execution Creditor, and XABA, BUHLE JACOB, 1st Execution Debtor, and XABA, SIBONGILE EVELYN, 2nd Execution Debtor

Take notice that in pursuance of a judgment of the above Honourable Court in the above case on 13 July 2000 and in execution of a writ of execution of immovable property, the following property will be sold by the Sheriff of the High Court for the district of Johannesburg East on Thursday, the 17th day of January 2002 at 10:00 at the offices of the Sheriff of the High Court, Johannesburg East situated at 69 Juta Street, Braamfontein:

Certain Portion 1 of Erf 306, Lombardy East Township, Registration Division I.R., Transvaal, measuring 2 024 (two thousand and twenty four) square meters, held under Deed of Transfer T105051/1994.

The property is situated at 323 Marlborough Drive, Lombardy East, Johannesburg, and consists of a entrance hall, lounge, dining room, kitchen, study, 3 x bedrooms, 2 x bathrooms/water closet, 1 separate water closet, 2 x single garage, storeroom, outside water closet (though in this respect nothing is guaranteed).

The said property will be sold on the conditions of sale, which conditions can be inspected before the sale at the office of the Sheriff of the High Court, Johannesburg East, situated at 69 Juta Street, Braamfontein, Tel. 727-9340, or at the offices of the attorneys acting for the Execution Creditor, Willemse Benade Smit Hauptfleisch Inc., First Floor, North State Building, 95 Market Street (cnr Kruis Street), Johannesburg (Ref. HHS/JE/hdp/32969.)

Signed at Johannesburg on this the 22nd day of November 2001.

J M O Engelbrecht, Willemse Benade Smit Hauptfleisch Inc., First Floor, North State Building, 95 Market Street (cnr Kruis Street); PO Box 1183, Johannesburg. (Tel. 333-8541.) (Ref. HHS/JE/hdp/32969.)

Case No. 9452/98

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

In the matter between: ABSA BANK LIMITED, Execution Creditor, and ROBERT JOHN VENTER, 1st Execution Debtor, and EURIKA VENTER, 2nd Execution Debtor

The undermentioned immovable property will be sold in execution in this matter at the Sheriff of the Court's Offices, 10 Liebenberg Street, Roodepoort on 18 January 2002 at 10:00:

Certain: Erf 2429, Witpoortjie, Roodepoort, measuring 762 (seven hundred and sixty two), held under Deed of Transfer T27338/97, known as 35 Valkanier Street, Witpoortjie, Roodepoort.

Dated at Roodepoort on 27 November 2001.

Blake Bester Inc., Blake Bester Building, c.o. CR Swart and Mimosa Avenue, Wilropark, Roodepoort. (Tel. 764-4643.) (Ref. JS/E Knoetze/LV0046.)

Case Number 3265/00

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

In the matter between: NEDCOR BANK LIMITED, Execution Creditor, and MATHE, MOLAUDI SAMUEL, 1st Execution Debtor, and MATHE, AGNES, 2nd Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Benoni and a warrant of execution dated 24 October 2001 the residential property listed hereunder will be sold voetstoots in execution on Friday, the 18th day of January 2002 at 10h00 at the Magistrate's Court, Generaal Hertzog Street, Vanderbijlpark, to the highest bidder:

Portion 13 of Erf 8047, Evaton West Township, Registration Division I.R., The Province of Gauteng, measuring 235 (two hundred and thirty five) square metres, also known as Portion 13 of Erf 8047, Evaton West, Vanderbijlpark.

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

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

Improvements: A dwelling under tiled roof, comprising: Dining-room, kitchen, bathroom, 3 bedrooms.

The material conditions of public auction:

1. The sale shall be without reserve and voetstoots.

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

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

Signed at Benoni on this the 3rd day of December 2001.

A du Plessis, A. E. Cook Cook & Falconer, Attorneys for Judgment Creditor, 20 Russell Street, Western Extension; PO Box 52, Benoni, 1500. (DX 15, Benoni.) (Ref. Mr du Plessis/RP/N0001/183.) [Tel. (011) 845-2700.] [Fax (011) 845-2709/420-3010.]

Case Number 2000/13134

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: NEDCOR BANK LIMITED, Execution Creditor, and BOTHA, ROBIN CRAIG, 1st Execution Debtor, and BOTHA, ELAINE INGRID, 2nd Execution Debtor

In pursuance of a judgment in the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property attached listed herein will be sold voetstoots in execution on Friday, the 18th day of January 2002 at 11h00 at the Sheriff's sale premises, 439 Prince George Avenue, Brakpan to the highest bidder:

Erf 541, Dalpark Extension 1 Township, Registration Division I.R., The Province of Gauteng, in extent 980 (nine hundred and eighty) square meters, also known as 11 Bobstay Road, Dalpark Extension 1, 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 tiled pitched roof comprising: Lounge, dining room, lounge/dining room, family room, kitchen, 4 bedrooms, 2 bathrooms, double garage.

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 30th day of November 2001.

A du Plessis, A. E. Cook Cook & Falconer, Attorneys for Judgment Creditor, 20 Russell Street, Western Extension; PO Box 52, Benoni, 1500. (DX 15, Benoni.) (Ref. Mr du Plessis/RP/N0001/220.) [Tel. (011) 845-2700.] [Fax (011) 845-2709/420-3010.]

Case No. 01/7897
PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between AFRICAN BANK LIMITED, Plaintiff, and MNGUNI, MBONGISENI AMOS, First Defendant, and MNGUNI, NOMSA JOYCE, 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, 182 Leeuwpoort Street, Boksburg on 18 January 2002 at 11h15 of the undermentioned property of the Defendants 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, 182 Leeuwpoort Street, Boksburg:

Being: All right, title and interest in and to Erf 20798, Vosloorus Extension 30, Registration Division I.R., Province of Gauteng, measuring 198 square metres, held under Deed of Transfer No. TL86102/1998.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling comprising lounge, 2 bedrooms, kitchen, bathroom.

Terms: 10% (ten per cent) 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 22nd 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. 2001/5657
PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between AFRICAN BANK LIMITED, Plaintiff, and MTHEMBU, DUMSANI ALEX, First Defendant, and MTHEMBU, JOYCE, 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, 69 Juta Street, Braamfontein on 17 January 2002 at 10h00 of the undermentioned property of the Defendants 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, 8 Motor Street, Westdene:

Being: Erf 25118, Diepkloof Extension 10, Registration Division I.Q., Province of Gauteng, measuring 651 square metres, held under Deed of Transfer No T46438/99.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling comprising lounge, diningroom, family room, kitchen, 3 bedrooms, bathroom, toilet.

Terms: 10% (ten per cent) 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 22nd 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. 7253/97

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

In the matter between ABSA BANK LTD, t/a UNITED BANK, Plaintiff, and IAN GORDON WALLIS, Defendant

A sale in execution of the property described hereunder will take place on Wednesday, 16 January 2002 at 11:00 and will be sold by the Sheriff of the Magistrate's Court, Germiston North, 1st Floor, Tandela House, cnr De Wet & 12th Avenue, Edenvale, to the highest bidder:

Re Erf 119 Senderwood Township Ext 1, Registration Division IR, Gauteng, measuring 2 958 square metres, situate at 1 Bedford Road, Senderwood, Bedfordview.

Dwelling house comprising of: Entrance hall, lounge, dining room, 3 bedrooms, 3 bathrooms/w.c., kitchen.

Outbuildings: Garage, servants room with shower and w.c.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the offices of the Sheriff, Magistrate's Court, Germiston North.

M F Thobois, Wright, Rose-Innes Inc., 62 7th Avenue (P.O. Box 461), Edenvale. (Tel. 452-1238/9.) (Ref. Mr M F Thobois/ Candice/A81.)

Case No 01/12565
PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: AFRICAN BANK LIMITED, Plaintiff, and MALEKA: MASHILO OTTO, 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, 69 Juta Street, Braamfontein, on 17 January 2002 at 10h00, of the undermentioned property of the 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, 8 Motor Street, Westdene.

Being: All right, title and interest in and to Erf 385, Mofolo Central, situate at 385 Fakude Street, Mofolo Village, Soweto, Registration Division I.Q., Province of Gauteng, measuring 274 square metres, held under Deed of Transfer No. TL24386/1990.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling house comprising lounge, 3 bedrooms, kitchen, bathroom.

Terms: 10% (ten per cent) 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 on this 22nd day of 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 of Market & Kruis Streets, Johannesburg.

Case Number: 2000/25929
PH 158

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: MERCANTILE BANK LIMITED, Plaintiff, and PRINSLOO: BELTZASER MARTHUNIS, Defendant

In execution of a judgment in the High Court (Witwatersrand Local Division) in the abovementioned suit a sale, without reserve will be held by the Sheriff Pretoria South, and shall take place on 16th January 2002 at 10h00, at Fehrslane Centre, 130A Struben Street, Pretoria of the undermentioned property on the conditions to be read out by the Auctioneer at the time of the sale and which conditions of sale may be inspected at the offices of the Sheriff, prior to the sale:

A unit consisting of:

1. (a) Section Number 36, as shown and more fully described on Sectional Plan Number SS240/1997 in the scheme known as Santa Cruz, in respect of the land and building or buildings situate at Country View Township, Midrand-Rabie Ridge Metropolitan Sub Structure of which section the floor area, according to the said sectional plan is 79 (seventy nine) square metres;

(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; situate at Unit 36 Santa Cruz, Fresia Street, Midrand.

Held under Deed of Transfer ST.88217/1997, and comprising of: Single unit with 2 $^{1}/_{2}$ bedrooms, 1 $^{1}/_{2}$ bathrooms and open plan kitchen and lounge.

Improvements described are not guaranteed.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) of 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 charges R300,00 (three hundred rand).

Dated at Johannesburg on this 29th day of November 2001.

Anthony Berlowitz & Associates, Plaintiff's Attorneys, 3rd Floor, Willowbrook, Willowbrook Close, Melrose North. (Tel. 788-4604.) (Ref: Mr A. Berlowitz/hc/7082.)

Case No: 335/97
PH 170

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: STANDARD BANK OF SOUTH AFRICA LIMITED, Judgment Creditor, and SERJEANT, VERA GIBBONS, First Judgment Debtor, SERJEANT, CLINTON PAGE, Second Judgment Debtor

Be pleased to take notice that in execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without a reserve price will be held by the Sheriff of the High Court, Sandton, on the 22nd day of January 2002 at the sales rooms of the Sheriff, High Court, Sandton, at 10 Conduit Street, Kensington "B", Randburg at 13h00, of the undermentioned property/ies of the Judgment Debtor, on the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Sandton, at 10 Conduit Street, Kensington "B", Randburg, prior to the sale:

Erf 2136, Bryanston Township, Registration Division I.R., Province of Gauteng, in extent: 4 952 square metres, held by Deed of Transfer T13580/1986, subject to conditions therein contained.

The following information is furnished regarding the improvements, although in this regard nothing is guaranteed: *Main building:* 2 x living rooms, 4 x bedrooms, 4 x bathrooms, 1 x scullery. *Outbuildings:* 4 x garages, 2 x bathrooms, 2 x servants rooms, 1 x kitchen.

Street Address: 17 Green Street, Bryanston, Sandton.

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

Young-Davis Inc, Attorneys for Judgment Creditor, 3rd Floor, Sanlam Arena (Entrance 2), corner Cradock Avenue and Baker Street, Rosebank, Johannesburg. (Tel: 447-1808.) (Ref: Mr H. Frank/RJA/MS0521.)

Case No: 28268/99
PH 170

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: STANDARD BANK OF SOUTH AFRICA LIMITED, Judgment Creditor, and ECKSTEIN, KLAUS, First Judgment Debtor, MOWER, WILMA, Second Judgment Debtor

Be pleased to take notice that in execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without a reserve price will be held by the Sheriff of the High Court, Sandton, on the 22nd day of January 2002 at the sales rooms of the Sheriff, High Court, Sandton, at 10 Conduit Street, Kensington "B", Randburg at 13h00, of the undermentioned property/ies of the Judgment Debtor, on the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Randburg, at 9 Elna Randhof, corner Selkirk Avenue and Blairgowrie Drive, Blairgowrie, Randburg, prior to the sale:

Section No. 1, as shown and more fully described on Sectional Plan No. SS335/1984, in the scheme known as Fountain Villa in respect of the land and building or buildings situate at Fountainebleau Township in the Northern Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council of which section the floor area, according to the said sectional plan is 137 (one hundred and thirty seven) square metres in extent; and

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

Held by Sectional Deed of Transfer ST147277/1998.

Subject to conditions therein contained.

The following information is furnished regarding the improvements, although in this regard nothing is guaranteed: Unit room list: 3 x lounge, 3 x bedrooms, 2 x bathrooms, 1 x w/c, 1 x kitchen, 2 x storeys.

Unit outbuilding: 1 x garage, 1 x swimming pool.

Street Address: 1 Fountain Villa, 195 Fifth Avenue, Fountainebleau, Randburg.

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

Young-Davis Inc, Attorneys for Judgment Creditor, 3rd Floor, Sanlam Arena (Entrance 2), corner Cradock Avenue and Baker Street, Rosebank, Johannesburg. (Tel: 447-1808.) (Ref: Mr H. Frank/RJA/MS0412.)

Case No. 20957/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between DUYTS: SAREL, Execution Creditor, and BOTHA: BARBARA, Execution Debtor

Sale in execution to be held at the Office of the Sheriff of Kempton Park South by the Sheriff of Kempton Park South, at 105 Commissioner Street, Kempton Park, Johannesburg, on Thursday, the 17th January 2002 at 10h00 a.m., of:

Holding 418, Bredell Agricultural Holdings Extension1, Registration Division IR, in the Province of Gauteng, measuring 2,8234 hectares, held by virtue of Title Deed T72867/1994, known as Plot 418, 8th Road, Bredell, Agricultural Holdings, Kempton Park (herein referred to as "the property").

Improvements comprise: Dwelling: 2 lounges, diningroom, 4 bedrooms, kitchen, laundry, 3 bathrooms, 3 toilets, 1 study, T.V. room, 6 garages, pool, paved driveway.

Terms:

1. The property shall be sold with a reserve price of R374 017,99 (three hundred and seventy four thousand and seventeen rand and ninety nine cents) plus interest at a rate of 13,0% per annum from 25th August 2001 to date of payment.

2. 10% on the day of the sale and the balance against transfer to be secured by an approved guarantee to furnish within 21 (twenty one) days after the date of sale.

Conditions of sale can be inspected at the offices of the Sheriff of Kempton Park South, 105 Commissioner Street, Kempton Park, Johannesburg.

Attorney Hugh Diskin, 126 Tyrone Avenue, Parkview, Johannesburg; PO Box 72142, Parkview, 2122. [Tel. (011) 646-1376.] [Telefax (011) 646-3342.]

Case No. 29357/95
PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and MAKGOPELA, JOTHAM, 1st Execution Debtor, and MAKGOPELA, CHRISTINA DIPUO, 2nd Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 17th January 2002 at 10h00 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Soweto East, 8 Motor Street, Westdene, Johannesburg, prior to the sale:

Certain: Erf 29470, Meadowlands Extension 12 Township, Registration Division I.Q., Gauteng, being 29470 Meadowlands Extension 12, Soweto, measuring 220 (two hundred and twenty) square metres.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 2 bedrooms, 1 bathroom and a toilet.

Dated at Johannesburg on this 3rd day of December 2001.

G.D. Smith, Ramsay, Webber & Company. (Tel. 778-0600.) [Ref Foreclosures/fp/M.1341 (3 059 908).]

EASTERN CAPE
OOS-KAAP

Case No. 1487/00

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between FIRSTRAND BANK LIMITED, Execution Creditor, and FRANCOIS PEIRRE HOWLAND, First Execution Debtor, and LINDAY FAYE HOWLAND, Second Execution Debtor

In pursuance of a Judgment of the above Honourable Court granted on 22 August 2000 and a Writ of Attachment dated 23 August 2000, the following property will be sold in execution, by public auction, without reserve, to the highest bidder on Friday, 18 January 2002 at 3:00 p.m. in the Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth:

Erf 1578, Westering, in the Nelson Mandela Metropolitan Municipality and Division of Port Elizabeth, Province of the Eastern Cape, in extent 833 square metres and situated at 47 Van Riebeeck Street, Westering, Port Elizabeth, held under Deed of Transfer No. T70768/95.

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

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

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

The following improvements on the property are reported, but in this regard nothing is guaranteed: Plastered and painted brick dwelling under tile, with entrance hall, lounge, family room, dining room, kitchen with kitchen units, bathroom, w/c, 3 bedrooms, with detached single garage & outbuilding (domestic quarters & w/c), with security gates.

Dated at Port Elizabeth this 7th day of December 2001.

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

NOTICE OF SALE IN EXECUTION

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

In the matter between THE MUNICIPALITY OF BUFFALO CITY, Execution Creditor, and VARIOUS (SEE BELOW), Execution Debtors

The following immovable properties will be sold in execution on the 22nd January 2002 at 10h00 to the highest bidder at Eales St., King William's Town Sheriff's Warehouse.

Debtor: NOMGQOKWANA, TOBILE KEITH.

Case No.: 4775/01.

Erf No.: BER01375, being Carl Pape St, Berlin, Division King William's Town, extent 3 017 (three nil one seven) square metres.

Description: Vacant plot.

Held by Deed of Transfer No.: T6075/1994.

Debtor: KOCH, HEINRICH.

Case No.: 5071/01.

Erf No.: BER00420, being 3 Marthilden St, Berlin, Division King William's Town, extent 613 (six one three) square metres.

Description: Vacant plot.

Held by Deed of Transfer No.: T282/1884.

Conditions:

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

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

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

Dated at East London on this 11th day of December 2001.

Smith Tabata Loon & Connellan, 1st & 2nd Floor, NBS Building, 57 Western Avenue, Vincent, East London. (Ref. MRS B NEL/elmi.) [Tel. No. (043) 726-0894.]

Case No. 18073/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between FIRST RAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and MOGAMAT NASSAR JALILL, 1st Defendant, and GERTIE CATHERINE ELIZABETH JALILL, 2nd Defendant

A sale in execution of the undermentioned property is to be held without reserve 40 Port Rex Road, Buffalo Flats, East London, on Friday the 18th day of January 2002 at 09h00.

Full conditions of sale can be inspected at the Sheriff East London, at 43 Frame Park, Phillip Frame Road, Chiselhurst, East London, and will be read out prior to the sale.

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

Property: Erf 2478, East London, East London Transitional Local Council, Province of the Eastern Cape, known as 40 Port Rex Road, Buffalo Flats, East London.

Improvements: Entrance hall, lounge, familyroom, diningroom, kitchen, 3 bedrooms, 2 bathrooms, 2 garages. 2nd Dwelling—lounge, kitchen, bedroom, bathroom, shower, toilet.

Hack Stupel & Ross, Attorneys for the Plaintiff, P O Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. MR B DU PLOOY/LVDM/GP3401.)

Case No. 219/00

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

BOE BANK LIMITED, Registration Number 51/00847/06, the successor in title to NBS Boland Bank Limited, Plaintiff, and ASHLEY JAMES CAINE, First Defendant, and GARNETT CAINE, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 22 March 2000 and an attachment in execution dated 17 April 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, 25 January 2002 at 15h00.

Erf 642, Parsons Vlei, in the Municipality and Division of Port Elizabeth, the Province of Eastern Cape, measuring 828 (eight hundred and twenty eight) square metres, situated at 18 Baroe Road, Bridgemead, 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, kitchen, 3 bedrooms, 1 bathroom, 1 shower, 2 w/c's, 1 garage, together with swimming pool, concrete paving and surrounding boundary walls.

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 000.00 and thereafter 3% up to a maximum fee of R7 000.00, subject to a minimum of R260.00, 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 fourteen (14) days from the date of the sale.

Dated at Port Elizabeth this the 22nd day of November 2001.

Mr G Lotz, for Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. (Ref: Mr G Lotz/bg/45763.)

Case No. 3030/99

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

BOE BANK LIMITED, Registration Number 51/00847/06, the successor in title to NBS Bank Limited, Plaintiff, and VUKILE MAXWELL NESI, First Defendant, and KAYAKAZI NESI, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 29 December 1999 and an attachment in execution dated 19 January 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, 21 January 2002 at 15h00.

Erf 1418, Fairview, in the Municipality and Division of Port Elizabeth, measuring 713 (seven hundred and thirteen) square metres, situated at 16 Mikro Street, Overbaakens, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consists of a lounge, kitchen, 3 bedrooms, 1,5 bathrooms, 1 shower, 2 w.c's.

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 000.00 and thereafter 3% up to a maximum fee of R7 000.00, subject to a minimum of R260.00, 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 fourteen (14) days from the date of the sale.

Dated at Port Elizabeth this the 22nd day of November 2001.

Mr G Lotz, for Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. (Ref: Mr G Lotz/bg/45731.)

Case No. 873/00

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

BOE BANK LIMITED, Registration Number 51/00847/06, the successor in title to NBS Bank Limited, Plaintiff, and GEOGRAPHY NCEBA CALANA, First Defendant, and ELIZABETH NOMZAMO CALANA, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 9 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, 25 January 2002 at 15h00.

Erf 12909 (previously Erf 1202), Motherwell NU 7, in the Administrative District of Uitenhage, measuring 202 (two hundred and two) square metres, situated at 93 Mzwazwa Street, Motherwell NU 7, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consists of a single storey, detached, single skein concrete block under tile roof private dwelling with lounge, kitchen, 3 bedrooms, 1 bathroom, 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 000.00 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 fourteen (14) days from the date of the sale.

Dated at Port Elizabeth this the 22nd day of November 2001.

Mr G Lotz, for Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. (Ref: Mr G Lotz/bg/45775.)

Case No: 851/2001

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between AFRICAN BANK LIMITED, Plaintiff, and THOBILE MATTHEWS BOBO—ID NO: 5403065882084, 1st Defendant and LULAMA EVELYN BOBO—ID NO: 6110160356086, 2nd Defendant

In pursuance of a Judgment of the above Honourable Court, dated 16 May 2001 and Attachment in Execution dated 11 June 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, 18 January 2002 at 15:00.

Erf 42244 Ibhayi, Port Elizabeth, measuring 275 square meters, situated at 25 Dyeshana Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consists of 1 x lounge, 1 x dining room, 4 x bedrooms, 1 x kitchen, 1 x bathroom, 1 x shower.

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 St George's House, 104 Park Drive, Port Elizabeth. Telephone: 041-501-5500.

Terms: 10% deposit and Sheriff's charges at 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% of 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 fourteen (14) days from the date of the sale.

Dated at Port Elizabeth on 15 November 2001.

Joanne Anthony, for Greyvensteins Nortier, St George's House, 104 Park Drive, Port Elizabeth. (H le Roux/ds/Z15638.)

Case No. 27754/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

FIRST RAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and ZIMISELE THEOPHILLUS MELESE, 1st Defendant, and NOMTHANDAZO MELINDA MELESE, 2nd Defendant

A Sale in Execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court Offices, Uitenhage, on Thursday the 17th day of January, 2002 at 11h00.

Full conditions of sale can be inspected at the Sheriff Uitenhage, at 48 Maginess Street, Uitenhage and will be read out prior to the Sale.

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

Property: Erf 8785 Kwanobuhle, Area of the Uitenhage Transitional Local Council, Province of the Eastern Cape, known as 28 Sali Street, Kwanobuhle.

Improvements: Lounge, diningroom, kitchen, 3 bedrooms, bathroom, toilet.

Hack Stupel & Ross, Attorneys for the Plaintiff, P O Box 2000, Pretoria. [Tel: (012) 325-4185.] (Our Ref: Mr B du Plooy/LVDM/GP 3435.)

Case No: 2436/01

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between BOE BANK LIMITED, Plaintiff, and NOMPUMELELO EUNICE ZOYA, Defendant

In pursuance of a Judgment of the above Honourable Court, dated 5 November 2001 and Attachment in Execution dated 20 November 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, 18 January 2002 at 15:00.

Erf: 12186, Motherwell, measuring 209 square metres, situated at: 118 Mtwaku Street, Motherwell, NU7 Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consists of lounge, kitchen, two bedrooms, bathroom, wc.

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 St George's House, 104 Park Drive, Port Elizabeth. Telephone: 041-501-5500.

Terms: 10% deposit and Sheriff's charges at 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% of 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 fourteen (14) days from the date of the sale.

Dated at Port Elizabeth on 23 November 2001.

Greyvensteins Nortier, St George's House, 104 Park Drive, Port Elizabeth. (H le Roux/sh/z17569.)

Case No: 1263/2000

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between: ABSA BANK LIMITED, Plaintiff, and ABDULATIEF ABRAHAMS, First Defendant, KAREN LESLEY ABRAHAMS, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 27 July 2000, and the warrant of execution dated 2 August 2000, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 18 January 2002 at 15h00 at Sheriff's Auction Room, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth:

Erf 4556, Gelvandale, in the Municipality and Division of Port Elizabeth, measuring 562 (five hundred and sixty two) square metres, held by Deed of Transfer No. T21048/94, situate at 2 Holman Drive, Gelvandale, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Entrance hall, lounge, dining room, 3 bedrooms, kitchen, bathroom with wc, bathroom with shower and wc, outbuildings and double garage.

A substantial bond can be arranged for an approved purchaser.

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

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

Dated at Port Elizabeth on this the 16th day of November 2001.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. [Tel. (041) 582-1250.] (Ref. E. J. Murray/cp/W11218.)

Case No. 849/2001

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between: AFRICAN BANK LIMITED, Plaintiff, and VERONICA ZUKISWA KWEYI, ID No: 600721 0567 086, Defendant

In pursuance of a judgment of the above Honourable Court, dated 15 May 2001 and attachment in execution dated 22 October 2001, the following property will be sold at Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth, by public auction on Friday, 18 January 2002 at 15:00.

Erf: 4376, Motherwell, Port Elizabeth, measuring 208 square metres, situated at 85 Chiefpoto Street, Motherwell, Port Elizabeth.

While nothing is guarantee, it is understood that the main building consists of 1 x lounge, 2 x bedrooms, 1 x bathroom and 1 x shower.

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 St George's House, 104 Park Drive, Port Elizabeth, Telephone: (041) 501-5500.

Terms: 10% deposit and Sheriff's charges at 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% of 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 fourteen (14) days from the date of the sale.

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

Greyvensteins Nortier, per: Joanne Anthony, St George's House, 104 Park Drive, Port Elizabeth. (Ref. H. le Roux/ds/Z15633.)

Case No. 27148/01

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

In the matter between: BOE BANK LIMITED, Plaintiff, and PAUL CORNELIUS ZIETSMAN, 1st Defendant, JOHANNA SUSANNA ZIETSMAN, 2nd Defendant, THOMAS JERVIS ZIETSMAN, 3rd Defendant, BEULAH ELSEBA ZIETSMAN, 4th Defendant

The following property will be sold in execution on Friday, the 18th day of January 2002 at 11h30, to the highest bidder at 4-15th Avenue, Gonubie, East London:

Erf 2299, Gonubie, Local Municipality of Buffalo City, Division of East London, Province of the Eastern Cape, in extent 1 343 square metres, held by Deed of Transfer No. T1781/2000.

The following improvements are reported but not guaranteed: A single storey dwelling constructed of brick with asbestos sheet roof, consisting of an entrance hall, lounge, dining room, kitchen, laundry, study, 3 bedrooms, 1 $^{1}/_{2}$ bathrooms, shower, 2 toilets. Outbuildings consist of a double garage, servants quarters, toilet, shower and storeroom.

Conditions:

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

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

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London.

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

M. Moodley, Gravett Schoeman, Van Rensburg & Moodley Inc., Plaintiff's Attorneys, 29 St Peters Road, Southernwood, East London. (Ref: Mr MOODLEY/rm/N393.)

Case No: 2232/01

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between: ABSA BANK LIMITED, Plaintiff, and ABEDNEGO NKOSINATHI MASONBO, Defendant

In pursuance of a judgment of the above Honourable Court dated 16 October 2001 and attachment in execution dated 8 November 2001, the following property will be sold at Sheriff's Auction Room, Ground Floor, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth, by public auction on Friday, 18 January 2002 at 15:00.

(a) Section No. 28 as shown and more fully described on Sectional Plan No SS 423/94 in the scheme known as Bridgewater in respect of the land and building or buildings situate at Southend in the Municipality of Port Elizabeth of which the floor area, according to the said sectional plan is 73 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 Deed of Transfer No. ST13910/98.

(c) An exclusive use area described as P24, being Parking No. 24 measuring 14 (fourteen) square metres being as such part of the common property, comprising the land and the scheme known as Bridgewater in respect of the land and building or buildings situate at Southend, in the Municipality of Port Elizabeth, as shown and more fully described on Sectional Plan No SS423/94 held under Notarial Deed of Cession No SK3157/98S.

Situated at: 38 Bridgewater, South End, Port Elizabeth.

While nothing is guaranteed, it is understood that the main building consists of lounge, dining room, kitchen, bathroom, two bedrooms.

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 St George's House, 104 Park Drive, Port Elizabeth. Telephone: (041) 501-5500.

Terms: 10% deposit and Sheriff's charges at 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% of 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 fourteen (14) days from the date of the sale.

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

Greyvensteins Nortier, St George's House, 104 Park Drive, Port Elizabeth. (Ref. H. le Roux/sh/z17166.)

Case No: 2290/01

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between: ABSA BANK LIMITED, Plaintiff, and KESTELL WILLIAM GOWAR, Defendant

In pursuance of a judgment of the above Honourable Court dated 22 October 2001, and the warrant of execution dated 25 October 2001, the following properties will be sold, voetstoots, in execution, without reserve, to the highest bidder on 18 January 2002 at 15h00 at Sheriff's Auction Room, 15 Rink Street, Port Elizabeth, corner of Rink and Clyde Streets, Port Elizabeth:

1. Erf 2497, Lorraine, in the Municipality and Division of Port Elizabeth, Province of Eastern Cape, measuring 1 762 square metres, held by Certificate of Registered Title No. T31451/97, situate at 7 Belvedere Place, Lorraine, Port Elizabeth.

The following improvements are reported, though in this respect nothing is guaranteed: Entrance hall, lounge, diningroom, kitchen, 3 bathrooms, 4 bedrooms, pantry, 2 garages, storeroom.

2. Erf 2822, Lorraine, in the Municipality and Division of Port Elizabeth, Province of Eastern Cape, measuring 817 square metres, held by Certificate of Registered Title No. 28590/99, situate at 10 Nancy Road, Lorraine, Port Elizabeth.

The following improvements are reported, though in this respect nothing is guaranteed: Vacant land.

A substantial bond can be arranged for an approved purchaser.

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

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

Dated at Port Elizabeth on this the 22nd day of November 2001.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. [Tel. (041) 582-1250.] (Ref. E. J. Murray/cjp/W29231.)

Case No. 2448/01

IN THE HIGH COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between BOE BANK LIMITED, Registration Number 51/00847/06, Plaintiff, and SIMILO KANA, Defendant

In pursuance of a judgment of the above Honourable Court dated 5 November 2001 and an attachment in execution dated 21 November 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, 25 January 2002 at 15h00:

Erf 1197, Kwamagxaki, in the Municipality of Port Elizabeth, Administrative District of Uitenhage, Province of the Eastern Cape, measuring 395 (three hundred and ninety five) square metres, situated at 15 Njoloza Street, Kwamagxaki, 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, kitchen, 3 bedrooms, 1,5 bathrooms, 1 shower, 2 toilets, 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 at 173 Cape Road, Greenacres, Port Elizabeth. Tel. (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 000,00 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 fourteen (14) days from the date of the sale.

Dated at Port Elizabeth this the 23rd day of November 2001.

Mr G Lotz, Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. (Ref. Mr G Lotz/bg/45947.)

Case No. 651/00

IN THE HIGH COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between BOE BANK LIMITED, Registration Number 51/00847/06, the successor in title to NBS Boland Bank Limited, Plaintiff, and COLIN JOHN SIMMONS, First Defendant, and GILLIAN CHERYL SIMMONS, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 9 May 2000 and an attachment in execution dated 2 June 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, 25 January 2002 at 15h00:

A unit consisting of:

(a) Section No. 50 as shown and more fully described on Sectional Plan No. SS47/1977, in the scheme known as Belmore Park in respect of the land and building or buildings situate at Cotswold in the Municipality of Port Elizabeth, of which section the floor area, according to the said sectional plan is 111 (one hundred and eleven) 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 Deed of Transfer No. ST18276/98, situated at 50 Belmore Park, Burt Drive, Cotswold, Port Elizabeth.

While nothing is guaranteed, it is understood that it is a maisonette consisting of a lounge, kitchen, 3 bedrooms, 1 bathroom, 2 toilets; the common property facilities include a garden area, drying area, parking facilities and swimming pool.

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, Port Elizabeth. Tel. (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 000,00 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 fourteen (14) days from the date of the sale.

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

Mr G Lotz, Joubert Galpin & Searle, Plaintiff's Attorneys, 173 Cape Road, Port Elizabeth. (Ref. Mr G Lotz/bg/45784.)

Case No. 3477/2000

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

In the matter between: UNIBANK LTD, Execution Creditor, and ORTHELLO INVESTMENTS CC, 1st Execution Debtor

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 10th August 2001, the following property will be sold on 22nd January 2002 at 10h00, or as soon as the matter may be called at the Sheriff's Office, 5 Eales Street, King William's Town:

Erf 1408, King William's Town, Local Municipality of King William's Town, Division of King William's Town, Province of the Eastern Cape, in extent 559 (five hundred and fifty nine) square metres; and

Erf 1421, King William's Town, Local Municipality of King William's Town, Division of King William's Town, Province of the Eastern Cape, in extent 559 (five hundred and fifty nine) square metres.

Conditions of sale:

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 a deposit of 10% (ten per cent) of the purchase price and the auctioneers Commission in cash immediately after the sale and the balance against transfer to be secured by a Bank or Building Society Guarantee to be furnished to the Plaintiff's Attorneys within ten (10) days after the date of the sale, to be approved by the Plaintiff's Attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all dues including transfer duty, current and/or arrears levies/rates and/or value added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Oxford Street, East London, prior to the sale.

Dated at East London on this 27th day of November 2001.

Smith Tabata Loon & Connellan Inc., Plaintiff's Attorneys, 1st & 2nd Floor, NBS Building, 57 Western Avenue, Vincent, East London. (Mrs S Vockerodt/ls/12/N355/001.)

Case No. 15151/2001

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between THE COMMISSIONER FOR INLAND REVENUE, Plaintiff, and PETER GERALD WILDSMITH (ID No. 5212075204186), Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 6th April 2001 and a writ of execution dated 30th April 2001, the property listed hereunder will be sold in execution on Saturday, 12th January 2001 at 11h00, at Erf 897, 36-3rd Avenue, Extension 1, Bushmans River Mouth:

Erf 897, Bushmans River Mouth, held by Deed of Transfer T19737/1994, situated at 36-3rd Avenue, Extension 1, Bushmans River Mouth.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrate's Court Act and the Rules made thereunder and of the Title Deeds in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus interest thereon shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 27th day of November 2001.

State Attorney, Plaintiff's Attorney, 29 Western Road, Central, Port Elizabeth, 6001. (Ref. 966/2001/LVD.)

Case No: 13826/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between: THE AFRICAN BANK LIMITED, Plaintiff, and THANDEKA GRACE MJELE, Defendant

In pursuance of the Judgment dated the 31st October 2000 and an attachment dated 25th January 2001 the following immovable property will be sold at the main entrance, New Law Courts, North End, Port Elizabeth by public auction on Friday, 18th January 2002 at 14h15:

Erf No. 10168, Ibhayi, in the Nelson Mandela Metropolitan Municipality, Division of Port Elizabeth, Province of the Eastern Cape.

In extent: 257 square metres.

Situate at 10168 Site & Service, KwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a dwelling comprising of 2 Bedrooms, Kitchen, Lounge.

The conditions of sale may be inspected at the office of the Sheriff, Magistrates Court North, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (Deposit) on the date of sale, the balance including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty one (21) days of sale. Sheriff's charges (5% on first R30 000,00 and thereafter (3% with a minimum of R300,00 and a maximum of R7 000,00).

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

Pillay Meyer Boqwana, per (Sgd.) L. Vikilahle, Plaintiff's Attorneys, 44 Stanford Road, Korsten, Port Elizabeth. (Ref: COLL/AB6/LV/cb.)

Case No. 836/2001

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between: SAAMBOU BANK LIMITED, Plaintiff, and ABRAHAM DAVID JOHNSON, 1st Defendant, and LEONIE MILLICENT JOHNSON, 2nd Defendant

A sale in execution of the undermentioned property is to be sold by the Sheriff, Port Elizabeth, and to be held at the Sheriff's Auction Room, Ground Floor, 15 Rink Street, cnr. Rink & Clyde Streets, Port Elizabeth on Friday, 18 January 2002 at 15h00.

Full conditions of sale can be inspected at the Sheriff, Port Elizabeth, 15 Rink Street, 3rd Floor, Port Elizabeth, and will be read out prior to the sale taking place.

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

Property: Erf 4867, Gelvandale, in the Municipality and Division of Port Elizabeth, measuring 233 square metres and also known as 23 Mirelda Place, Gelvandale, Port Elizabeth.

Improvements: 1 Lounge, 1 kitchen, 2 bedrooms, 1 $^{1}/_{2}$ bathroom—zoned residential.

Out building: 1 Garage, 1 toilet, 1 store room.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. Ref. Adri Viviers/X530. Tel No. (012) 342-9164.

Case No. 1534/2001

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between: SHOPRITE CHECKERS LTD. t/a MEGASAVE, Plaintiff, and TSANIM KAHN, Defendant

In pursuance of a Judgment of the above Honourable Court, dated 18th July 2001 and Attachment in Execution dated the 8th of November 2001, the following property will be sold at Sheriff of the High Court, 37 Church Street, Humansdorp, by public auction on Friday, the 18th of January 2002 at 11h00.

Erf: 838, Paradise Beach, situated in the Kouga Municipality, Division of Humansdorp, Province of the Eastern Cape;

Measuring: 747 (seven hundred and forty seven) square metres.

Situated at: 19 Tunmerry Way, Paradise Beach.

While nothing is guaranteed, it is understood that the partly completed main building consisting of 4 bedrooms, dressing room, 3 bathrooms, entrance hall, lounge, dining room, storeroom, kitchen, scullery, pantry, 1 separate toilet and a double and single garage/

The Conditions of Sale will be read prior to the sale and may be inspected at the Office of the Sheriff, 37 Church Street, Humansdorp, or at Plaintiff's attorneys.

Further details can be obtained from the offices of the Plaintiff's attorneys at 24 Havelock Street, Central, Port Elizabeth. Tel: 041-5862255.

Terms: 10% deposit and Sheriff's charges at 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% of 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 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 on this the 12th day of December 2001.

Schoeman Oosthuizen Incorporated, Plaintiff's Attorneys, 24 Havelock Street, Central Port Elizabeth. Ref: S. Oosthuizen/ A. Nel/1216.

Case No. 2808/95

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

In the matter between JAMESON CONSTRUCTION (PTY) LTD, Plaintiff, and ZWELIXOLILE MZUZU, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 6 April 2001 the following property will be sold on 25 January 2002 at 10 a.m. at the Magistrate's Court, Queenstown to the highest bidder:

Erf 3147, Queenstown, situate in the Lukanji Municipality, Division of Queenstown, Province of the Eastern Cape, in extent 1 933 square metres, held under Deed of Transfer No. T75877/1996 (known as 3 Link Road, Blue Rise, Queenstown).

Conditions of sale:

1. The purchaser shall pay 10% (ten percentum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory Bank or Building Society Guarantee to be furnished to the Plaintiff's Attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold "voetstoots" and shall be subject to the terms and conditions of the Magistrate's Court Act and Rules also subject to the provisions of the Title Deed.

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

4. The following information is furnished, but not guaranteed: Unknown.

Dated at Queenstown on this 6th day of December 2001.

De Waal-Baxter, Plaintiff's Attorneys, 29 Ebden Street, PO Box 1022, Queenstown. (Ref. M Baxter.)

FREE STATE • VRYSTAAT

Saak Nr: 121/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK BOSHOFF GEHOU TE DEALESVILLE

In die saak tussen MARITZ WOLFAARDT, Eiser, en MAGDALENA PETRONELLA JOHANNA STEYN N.O., Verweerder

Ingevolge 'n vonnis van die Landdroshof van Dealesville gedateer 28 November 2001 en 'n Lasbrief vir eksekusie teen onroerende goed gedateer 28 November 2001 sal die volgende eiendom in eksekusie, sonder 'n reserwe aan die hoogste bieder op 17 Januarie 2002 om 10h00 by die Landdroskantoor te Dealesville verkoop word. Die eiendom wat te koop aangebied sal word is:

1. Die plaas Grieselsdeel 992, distrik Boshof, Vrystaat Provinsie, groot 379,0910 (driehonderd nege en sewentig komma nul nege een nul) hektaar, gehou kragtens Transportakte nommer T3063/1998.

Die koopprys sal betaal word teen 10% daarvan op die dag van die verkoping en die onbetaalde balans is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bankwaarborg.

1. Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe 1944 en die Reëls daarkragtens uitgevaardig, insluitend enige wysiging of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieër sonder reserwe verkoop word.

2. Die koper sal verplig wees om op versoek van die eiser se Transport besorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste en sodanig gelde wat nodig is om belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (OVS) of enige wysiging of vervanging daaraan te verkry.

Die volledige verkoopsvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju J A Toerien, Boshoff besigtig word. Die verkoopsvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Hoopstad op 12 Desember 2001.

Maree en Bernard, Van Zylstraat, Posbus 115, Hoopstad.

Saak Nr: 120/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK BOSHOF GEHOU TE DEALESVILLE

In die saak tussen ALBERT CARL VAN ZYL Eiser, en MAGDALENA PETRONELLA JOHANNA STEYN N.O., Verweerder

Ingevolge 'n vonnis van die Landdroshof van Dealesville gedateer 28 November 2001 en 'n Lasbrief vir eksekusie teen onroerende goed gedateer 28 November 2001 sal die volgende eiendom in eksekusie, sonder 'n reserwe aan die hoogste bieder op 17 Januarie 2002 om 10h00 by die Landdroskantoor te Dealesville verkoop word. Die eiendom wat te koop aangebied sal word is:

1. Gedeelte 1 (Rommel) van die plaas Lynfontein 356, distik Boshof, Provinsie Vrystaat, groot 299,7862 (twee honderd nege en negentig komma sewe agt ses twee) hektaar, gehou kragtens Akte van Transport T16655/98.

2. Die plaas Ideal 901, distrik Boshof, Provinsie Vrystaat, groot 21,4133 (een en twintig komma vier een drie drie) hektaar, gehou kragtens Akte van Transport T16656/98.

3. Die plaas Ideal 1349, distrik Boshof, Provinsie Vrystaat, groot 149,8931 (een honderd nege en veertig komma agt nege drie een) hektaar, gehou kragtens Akte van Transport T16656/98.

Die koopprys sal betaal word teen 10% daarvan op die dag van die verkoping en die onbetaalde balans is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bankwaarborg.

1. Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe 1944 en die Reëls daarkragtens uitgevaardig, insluitend enige wysigng of vervangings daarvan. Die eiensom sal voetstoots aan die hoogste bieër sonder reserwe verkoop word.

2. Die koper sal verplig wees om op versoek van die eiser se Transport Besorgers die Balju se loon vir laagenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste en sodanig gelde wat nodig is om belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (OVS) of enige wysiging of vervanging daaraan te verkry.

Die volledige verkoopsvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju J A Toerien, Boshof besigtig word. Die verkoopsvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Hoopstad op 12 Desember 2001.

Maree en Bernard, Van Zylstraat, Posbus 115, Hoopstad.

Saak No: 2502/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen ESCOM FINANCE COMPANY (EDMS) BEPERK, Eksekusieskuldeiser, en VALIKO PETRUS MATSHAYA, 1ste Eksekusieskuldenaar, en SEANOKENG MARIA MATSHAYA, 2de Eksekusieskuldenaar

In terme van 'n Vonnis wat toegestaan is in die Landdroshof vir die distrik van Odendaalsrus op 11/09/01 en 'n Lasbrief vir Eksekusie teen onroerende goed, sal die onderstaande eiendom in eksekusie verkoop word op 18 Januarie 2002 om 10h00 te die Die Hoofingang van die Landdroshof, Weeberstraat, Odendaalsrus.

Sekere: 1345, beter bekend as Voortrekkerlaan 9, geleë in die dorpsgebied Odendaalsrus, groot 644 (seshonderd vier en veertig) vierkante meter.

Die Voorwaardes van Eksekusie Verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, Odendaalsrus, asook by die Prokureurs vir die Eiser, mnre Smit & Vermaak, Erasmusgebou, Kerkstraat, Odendaalsrus. Die Verkoopsvoorwaardes sal voor die Verkoping deur die Balju uitgelees word.

Gedateer te Odendaalsrus op hede die 13de dag van November 2001.

A W Morton, vir Smit & Vermaak, Erasmus Gebou, Odendaalsrus. (Ref: A W Morton/Christa/328/01.)

Saak No: 4569/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen: PLAASLIKE OORGANGSRAAD ODENDAALSRUS, Eksekusieskuldeiser, en CMV D'ALLEVA, Eksekusieskuldenaar

In terme van 'n vonnis wat toegestaan is in die Landdroshof vir die distrik van Odendaalsrus op 10/11/00 en 'n lasbrief vir eksekusie teen onroerende goed, sal die onderstaande eiendom in eksekusie verkoop word op 18 Januarie 2002 om 10h00 te die Hoofingang van die Landdroshof, Weeberstraat, Odendaalsrus.

Sekere 1295, beter bekend as Glorialaan 7, geleë in die dorpsgebied Odendaalsrus, groot 721 (sewehonderd een en twintig) vierkante meter.

Die voorwaardes van eksekusie verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, Odendaalsrus, asook by die Prokureurs vir die Eiser, Mnre Smit & Vermaak, Erasmusgebou, Kerkstraat, Odendaalsrus. Die verkoopsvoorwaardes sal voor die verkoping deur die Balju uitgelees word.

Gedateer te Odendaalsrus op hede die 13de dag van November 2001.

Smit & Vermaak, Erasmus Gebou, Odendaalsrus. (A W Morton/Christa/1050/00.)

Saak Nr. 3542/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SASOLBURG GEHOU TE SASOLBURG

In die saak tussen: ABSA BANK BEPERK, Eiser, en MPEPE BETHUEL MOHAPI, 1ste Verweerder, en NOZIBELE PAULINA MOHAPI, 2de Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik van Sasolburg gedateer 18 Julie 2000 en 'n lasbrief tot eksekusie gedateer 17 Julie 2000 sal die volgende eiendom met verbeterings daarop, in eksekusie verkoop word op Vrydag, 25 Januarie 2002 om 10h00 by die kantoor van die Balju, Sasolburg.

Sekere Erf 3235, geleë in die dorpsgebied Zamdela, distrik Parys, provinsie Vrystaat, ook bekend as Huis 3235, Zamdela, groot 278 (tweehonderd agt en sewentig) vierkante meter.

Die eiendom word verkoop onderhewig aan betaling van twintig persent van die koopprys by sluiting van die koopooreenkoms en die balans teen registrasie van transport aan die koper. Gemelde balans moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju voorsien moet word binne veertien (14) dae vanaf datum van verkoping. Die verkoping is onderhewig aan Artikel 66 van die Wet op Landdroshowe Nr. 32 van 1944, soos gewysig.

Die volle voorwaardes van die eksekusie-verkoping wat op die koper bindend sal wees sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Sasolburg, en by die kantore van die Eiser se prokureurs.

Aldus geteken te Sasolburg op hierdie 7de dag van Desember 2001.

J. P. S. de Beer, vir De Beer & Claassen Ingelyf, Posbus 77, Sasolburg, 1947. (Verw: Jan de Beer/H5155/ak.)

Saak Nr. 2620/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Vrystaatse Provinsiale Afdeling)

In die saak tussen: SAAMBOU BANK BEPERK, Vonnisskuldeiser, en MOJANKU ELIZABETH THOBATSI (NOMINEE OFFICIO), Vonnisskuldenaar

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika, en 'n lasbrief gedateer 4 September 2001, sal die volgende eiendom verkoop word in eksekusie op 24 Januarie 2002 om 10:00 te Baljukantoor te Pres. Brandstraat 32, Kroonstad, nl:

Erf 1448, Maokeng X1 Dorpsgebied, distrik Kroonstad, geleë te Huis 1448, Maokeng X1, distrik Kroonstad, groot 273 vkm.

Verkoopsvoorwaardes:

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 verkoopsvoorwaardes 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: 3 slaapkamers, 1 sitkamer, 1 kombuis, 1 badkamer, 1 toilet, 1 motorhuis.

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 verkoopsvoorwaardes sal deur die Balju, Kroonstad, van hierdie Hof uitgelees word voor die verkoping en lê ter insae by die kantore van die Balju, Kroonstad, 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/A3464.)

Saak Nr. 2619/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Vrystaatse Provinsiale Afdeling)

In die saak tussen: SAAMBOU BANK BEPERK, Vonnisskuldeiser, en SELEMA HANS SELEMA, Vonnisskuldenaar

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika, en 'n lasbrief gedateer 17 September 2001, sal die volgende eiendom verkoop word in eksekusie op 18 Januarie 2002 om 10:00 te Baljukantoor te Barnesstraat 5, Westdene, Bloemfontein, nl:

Erf 18454, Dorpsgebied Mangaung, distrik Bloemfontein, geleë te Huis 18454, Mangaung Bloemfontein, groot 240 vkm.

Verkoopsvoorwaardes:

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 verkoopsvoorwaardes 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: 2 slaapkamers, 1 kombuis, 1 badkamer, 1 sitkamer.

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 verkoopsvoorwaardes sal deur die Balju, Bloemfontein, van hierdie Hof uitgelees word voor die verkoping en lê ter insae by die kantore van die Balju, Bloemfontein, 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/A3552.)

Saak No. 1392/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen ABSA BANK BEPERK, Eiser, en MNR LS COETZEE, 1ste Verweerder, en MEV MD COETZEE, 2de Verweerder

Ingevolge 'n vonnis gelewer op 11 April 2001, in die Kroonstad Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 24 Januarie 2002 om 10:00 voor die Baljukantoor, Presidentstraat 32, Kroonstad, deur Optima Afslaers aan die persoon wat die hoogste aanbod maak, onderhewig aan die verkoopsvoorwaardes, naamlik:

Beskrywing: Plot 7, Vrischgwaagd Kleinplase, geleë in die belasbare gebied van Vrischgwaagd Kleinplase, distrik Kroonstad, provinsie Vrystaat, groot 4,2827 (vier komma twee agt twee sewe) hektaar, gehou kragtens Transportakte Nr. T3169/1989; Plot 20, Vrischgwaagd Kleinplase, distrik Kroonstad, provinsie Vrystaat, groot 4,2827 (vier komma twee agt twee sewe) hektaar, gehou kragtens Transportakte Nr. T15320/1992.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: *Plot 20:* Die eiendom bestaan uit 'n woonhuis met steen en asbesdak, eetkamer, kombuis, sitkamer, strykkamer, badkamer, 4 slaapkamers, toilet, watertenk, hondehok, arbeidershuis, 2 store met afdakke. *Plot 7:* Met geen verbeterings.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van Optima Afslaers, p/a Naudé, Thompson & Burke Ing, Cross Straat 98, Kroonstad, 9499.

Gedateer te Kroonstad op hede 22 November 2001.

E A Burke, vir Naude Thompson & Burke Ing., 98 Cross Str 98, Kroonstad, 9499; Posbus 932. [(056) 212-2477/6, 213-4438, 212-4278.]

Saak Nr: 11623/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen: NEDCOR BANK BEPERK, Eksekusieskuldeiser, en CINPROP 0020 (EDMS) BPK, Eksekusieskuldenaar

Ingevolge 'n vonnis van die Welkom Landdroshof gedateer die 11de dag van September 2001 en 'n lasbrief vir eksekusie, sal die volgende eiendom verkoop word op Vrydag, die 25ste dag van Januarie 2001 om 11h00 te die Landdroshof, Welkom.

Sekere Erf 701, geleë te Welkom (Uitbreiding 1), distrik Welkom, provinsie Vrystaat, groot 1 445 (eenduisend vierhonderd vyf en veertig) vierkante meter, gehou deur die Verweerder kragtens Akte van Transport Nr T12645/1995.

Voorwaardes van verkoping:

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

(b) Die koopprys sal soos volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae na die verkoping of moet binne gemelde tydperk verseker word deur 'n bank of bouvereniging waarborg.

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

Gedateer te Welkom hierdie 20ste dag van November 2001.

NEJ van Rensburg, André Podbielski & Grimsell, BOE Bankgebou, Elizabethstraat, Posbus 595, Welkom, 9460. (Verw: NVR/hvs/Z00442/CH199.)

Saaknommer: 429/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WINBURG GEHOU TE WINBURG

In die saak tussen: AVBOB BEGRAFNISDIENS BEPERK, Eksekusieskuldeiser, en MJ MODISE, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Winburg op 2 Desember 1999 sal die onderstaande eiendom om 11:00 op 25 Januarie 2002 te Baljukantore, Biekie Va Als Winburg, 9420 geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word beskryf as: Perseel 564, Makeleketla, Winburg, 9420.

Verbandhouer: Geen.

Terme: Kontant of bankgewaarborgde tjek met toeslaan van bod.

Die belangrikste voorwaardes daarin vervat is die volgende: Verkoopsvoorwaardes by balju en Prokureur.

Gedateer te Winburg op die 23 November 2001.

(get) P J Kotze, Eiser se Prokureurs, Piet Kotze & Vennote, De Villiersstraat 46, Winburg, 9420. Tel: 051 8810459/468 Docex: Verw: Kotze PJ/em. Lêernr: LD5616.

Balju van die Hof.

Saaknommer 9526/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen: KOMMISSARIS VAN BINNELANDSE INKOMSTE, Eksekusieskuldeiser, en GERTRUIDA HENDRIENA C PIETERSE, Eksekusieskuldenaar

Ingevolge 'n Vonnis en 'n Lasbrief vir Eksekusie gedateer 7 Junie 2001 in die Landdroshof te Welkom sal die volgende eiendom verkoop word op om 18 Januarie 2002 te die Tulbagh ingang, Landdroskantore, Welkom.

Sekere: Erf 1587 (Junostraat 114, Riebeeckstad).

Groot: 3261 (Drieduisend Tweehonderd Een en Sestig) vierkante Meter.

Geleë te: Die Stad en Distrik Welkom.

Gehou: Kragtens Akte van Transport Nr. T5686/1990.

Verbeterings: Onbeboude leë woonerf.

Buitegeboue: Geen.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die eksekusieskuldeiser binne sewe (7) verkoop word aan die hoogste bieder, en verder onderhewig aan die bepalings van die Wet op Landdroshowe Nr 32 van 1944 soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. *Die koopprys sal as volg betaalbaar wees:* 'n Deposito van 10% (tien persent) van die koopprys kon kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 'n koers van 19,5% per jaar tot datum van registrasie van transport sal binne veertien (14) dae betaal word of gewaarborg word deur 'n goedgekeurde Bank of Bougenootskapwaarborg.

3. Die volle verkoopsvoorwaardes wat deur die Geregsbode of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die geregsbode, Welkom, nagesien word.

Gedateer te Welkom op hede die 20ste dag van November 2001.

F Kellerman, Kommissaris van Binnelandse Inkomste, Heerenstraat, Privaatsak X3, Welkom, 9460.

Saakno: 4272/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje Vrystaatse Provinsiale Afdeling)

In die saak tussen: LAND- EN LANDBOU BANK VAN SUID-AFRIKA, Eiser, en PETRUS RASMUS SERFONTEIN, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbar Hof op 14 Mei 2001 en Lasbrief vir Eksekusie gedateer 23 Mei 2001 sal die volgende eiendom in eksekusie verkoop word op die 18de Januarie 2002 om 11:00 te Landdroskantoor, Boshoffstraat, Petrusburg te wete:

Sekere: Resterende Gedeelte van die plaas Nooitgedagt No 386.

Geleë: Distrik Boshoff, Provinsie Vrystaat.

Groot: 514,5116 hektaar (vyfhonderd en veertien komma vyf een een ses hektaar).

Gehou: Kragtens Akte van Transport T5720/1980.

Die Verkoopsvoorwaardes is ter insae by die kantore van die Balju van die Hooggeregshof te Petrusburg en/of by die Eksekusieskuldeiser se prokureur p/a Honey en Vennote, 2de Vloer, Watervalsentrum, Aliwalstraat, Bloemfontein gedurende kantoorure.

Geteken te Bloemfontein op hierdie 28ste van November 2001.

Prokureur vir Eiser, RJ Britz, Honey en Vennote, 2de Vloer, Watervalsentrum, Aliwalstraat, Bloemfontein.

Saak No. 260, 261, 262 & 263/1996

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN LINDLEY GEHOU TE LINDLEY

In die saak tussen ABSA BANK BPK, Eiser, en ANDREAS JOHANNES VAN WYK, Eerste Verweerder, MAKWARENG BOERDERY BK, Tweede Verweerder, ANDREAS JOHANNES VAN WYK, Derde Verweerder, en SUSANNA MAGDALENA VAN WYK, Vierde Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Lindley en 'n lasbrief vir geregtelike verkoping gedateer 1 Augustus 2001 sal die volgende eiendom op Vrydag, 18 Januarie 2002 om 10h00 by die Landdroskantoor, Kerkstraat, Lindley, aan die hoogste bieder geregtelik verkoop word:

1. Restant van Gedeelte 1 van die plaas Elandsfontein 33, distrik Lindley, provinsie Vrystaat, groot 85,6546 hektaar, gehou kragtens Transportakte No. T20280/1997.

2. Gedeelte 2 van die plaas Elandsfontein 33, distrik Lindley, provinsie Vrystaat, groot 139,5967 hektaar.

3. Gedeelte 1 van die plaas Elandsfontein 990, distrik Lindley, provinsie Vrystaat, groot 318,9579 hektaar, gehou kragtens Transportakte T20279/1997.

Die volgende verbeterings is aangebring, maar niks word gewaarborg nie: Steengeboude huis met standaard vertrekke en buitegeboue wat onderdak garage aan die huis insluit, boorgat met elektriese pomp, steengeboude 6 punt melkery stal, twee sementdamme nie in gebruik, twee windpompe, baie klein stoortjie.

Terme: Die koper sal 10% van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapswaarborg wat binne veertien dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopsvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Kerkstraat, te Lindley, tydens kantoorure.

Geteken te Bloemfontein hierdie 29ste dag van November 2001.

J P Smit, Prokureur vir Eiser, p/a Naudes, St. Andrewstraat 161 (Posbus 153), Bloemfontein.

Saak No. 2408/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen SENWES BEPERK, Eiser, en TERESA MARTIE DE WET NO (in haar verteenwoordigende hoedanigheid as Trustee van die TM BOERDERY TRUST IT851/97), Verweerder

Ingevolge vonnis van bogenoemde Agbare Hof gedateer 29 Augustus 2001 en lasbrief tot uitwinning: Roerende goed gedateer 10 September 2001 sal die ondergemelde goedere deur die Balju van Hennenman per openbare veiling voetstoots en vir kontant verkoop word om 10h00 te die plaas "Herinnering" Hennenman op die 19 Januarie 2002.

Geteken te Hennenman op hierdie 15de dag van November 2001.

JHA Edeling, Balju van die Hooggeregshof, Pastoriestraat 7 (B), Posbus 25, Hennenman, 9445.

Inventaris: 25 Jersey koeie van baie goeie gehalte.

Saak No. 2408/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen SENWES BEPERK, Eiser, en TERESA MARTIE DE WET NO (in haar verteenwoordigende hoedanigheid as Trustee van die TM BOERDERY TRUST IT851/97), Verweerder

Ingevolge vonnis van bogenoemde Agbare Hof gedateer 29 Augustus 2001 en lasbrief tot uitwinning: Roerende goed gedateer 10 September 2001 sal die ondergemelde goedere deur die Balju van Hennenman per openbare veiling voetstoots en vir kontant verkoop word om 10h00 te die plaas "Herinnering" Hennenman op die 19 Januarie 2001.

Geteken te Hennenman op hierdie 15de dag van November 2002.

JHA Edeling, Balju van die Hooggeregshof, Pastoriestraat 7 (B), Posbus 25, Hennenman, 9445.

Inventaris: 25 Jersey koeie van baie goeie gehalte.

Case No: 53/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between SENWES LIMITED, Plaintiff, and JAN HENDRIK NIEWOUDT, Defendant

In execution of a Judgment of the High Court of South Africa (Transvaal Provincial Division) in the abovementioned matter, a sale in execution will be held at the Magistrate's Offices Koppies, on Friday, the 18th 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 Koppies, prior to the sale and which conditions can be inspected at the Sheriff Koppies, prior to the sale:

1. Plot 315, Kopjes Settelaars Agricultural Holdings, in extent 8,8679 hectares, held under Deed of Transfer No. T29169/99.

2. Plot 317, Kopjes Settelaars Agricultural Holdings, in extent 8,6438 hectares, held under Deed of Transfer No. T29169/99.

3. Plot 318, Kopjes Settelaars Agricultural Holdings, in extent 10,7980 hectares, held under Deed of Transfer No. T29169/99.

4. Plot 338, Kopjes Settelaars Agricultural Holdings, in extent 11,6859 hectares, held under Deed of Transfer No. T29169/99.

5. Plot 339 Kopjes Settelaars Agricultural Holdings, in extent 12,0342 hectares, held under Deed of Transfer No. T29169/99.

6. Plot 340, Kopjes Settellaars Agricultural Holdings, in extent 11,5603 hectares, held under Deed of Transfer No. T29169/99.

Improvements (which are not warranted to be correct and are not guaranteed): None.

Zoning: Agricultural.

Conditions: 10% (ten percent) of the purchase price on the day of 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 on this the 27th of November 2001.

Van Zyl Le Roux & Hurter Inc., Attorneys for Plaintiff, 13th Floor, SAAU Building, c/o Andries & Schoeman Streets; P O Box 974, Pretoria, 0001. (Tel: 300-5000.) (Ref: L le Roux/MM/201084.)

To: The Registrar of the High Court, Pretoria.

Case No: 5927/00

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

Between FIRST NATIONAL BANK OF SA LTD, Plaintiff, and RELETSAPO ELLIOT MOFOKENG, Defendant

In pursuance of a judgment of the above Honourable Court dated 9 January 2001, and Warrant of Executon dated 23 January 2001, the following property will be sold to the highest bidder on 18 January 2002 at 09h00 at the Magistrate's Court, Witsieshoek, namely:

Erf 4147 (portion 3), Phuthaditjhaba A, measuring 359 square metres, held by Deed of Grant TG14/82/QQ.

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

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

Dated at Witsieshoek on this 13th day of December 2001.

Hattingh Marais, Attorneys for Plaintiff, 225 Naledi Mall, Phuthaditjhaba and 3 Theron Street, Bethlehem, 9700.

Sheriff of the Magistrate's Court, Witsieshoek.

Saaknr: 364/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BETHULIE GEHOU TE BETHULIE

In die saak tussen EERSTE NASIONALE BANK, Eksekusieskuldeiser, en B J ANDERSON, Eksekusieskuldenaar

Ingevolge 'n Vonnis gedateer 27 Januarie 2000 en 'n Lasbrief vir Eksekusie in die Landdroshof van Bethulie sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 25 Januarie 2002 om 10:00 te Landdroskantoor, Bethulie, aan die hoogste bieder en sonder reserwe, naamlik:

Erf No: 510, geleë in die dorp en distrik Bethulie, Provinsie Vrystaat, beter bekend as Louwstraat 8, Bethulie, groot 558 m^2, gehou kragtens Akte van Transport Nr. T221/1991.

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

Gedateer te Bethulie hierdie 4e dag van Desember 2001.

P J Smith, vir Smith—Van Huyssteen, Prokureur vir Eksekusieskuldeiser, Joubertstraat 46, Bethulie, 9992. (Ons verw: PJS/rs/242/99.)

Saaknr: 35/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BETHULIE GEHOU TE BETHULIE

In die saak tussen ORANJE HARDEWARE, Eksekusieskuldeiser, en J J C PRETORIUS, Eksekusieskuldenaar

Ingevolge 'n Vonnis gedateer en 'n Lasbrief vir Eksekusie in die Landdroshof van Bethulie sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 25 Januarie 2002 om 10:00 te Landdroskantoor, Bethulie, aan die hoogste bieder en sonder reserwe, naamlik:

Erf Nommers: 1146, 1584, 1585, 1586, 1587 & 1588, geleë in die dorp en distrik Bethulie, Provinsie Vrystaat, beter bekend as Trompstraat, Bethulie, groot 1,4473ha, 1487, 1487, 1487, 1598 & 1490 m^2, gehou kragtens Akte van Transport Nr. T10879/1999.

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

Gedateer te Bethulie hierdie 11e dag van Desember 2001.

P J Smith, vir Smith—Van Huyssteen, Prokureur vir Eksekusieskuldeiser, Joubertstraat 46, Bethulie, 9992. (Ons verw: PJS/rs/242/99.)

Saaknommer: 14026/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WELKOM GEHOU TE WELKOM

In die saak tussen M. S. SEMENYANE, Eksekusieskuldeiser, en I. N. SEMENYANE, Eerste Eksekusieskuldenaar

Ingevolge 'n Vonnis en 'n Lasbrief vir Eksekusie gedateer 6 November 2001, in die Landdroshof te Welkom sal die volgende eiendom verkoop word op 26 Januarie 2002 om 11h00 te die Tulbachingang, Landdroskantore.

Sekere: Erfnommers 497 & 305, Maphikestraat, Ntha, Lindley, groot vierkanter meters, geleë te, gehou kragtens Akte van Transport Nr, Onbekend en onderhewig aan sekere serwitute.

Beskrywing: Woonhuis. Verbeterings: Buitegebou:

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae verkoop word aan die hoogste bieder, en verder onderhewig aan die bepalings van die Wet op Landdroshowe Nr 32 van 1944 soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die Koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 'n koers van 20,75% per jaar vanaf 21/01/2000 tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank of bougenootskapwaarborg.

3. Die volle verkoopsvoorwaardes wat deur die Geregsbode of Afslaer uitgelees sal word onmiddellik voor die Verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom nagesien word.

Gedateer te Welkom op hede 10de dag van Desember 2001.

C. M. Myburgh, vir Schoeman, Kellerman & Kotze, Posbus 419/707, Welkom, 9460, Schoeman, Kellerman & Kotze Gebou, Reinetstraat, Welkom. (Ref: Myburgh/lb/12/N2344/4.)

Saaknommer: 12952/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WELKOM GEHOU TE WELKOM

In die saak tussen K. BOTHA, Eksekusieskuldeiser, en J. SCOTT, Eerste Eksekusieskuldenaar

Ingevolge 'n Vonnis en 'n Lasbrief vir Eksekusie gedateer 9 November 2001, in die Landdroshof te Welkom sal die volgende eiendom verkoop word op 26 Januarie 2002 om 11h00 te die Tulbachingang, Landdroskantore.

Sekere: Erfnommer: 8089, Dove Singel 15, Welkom, groot vierkante meters—1 190, geleë te Welkom, gehou kragtens Akte van Transport Nr T6164/1960 en onderhewig aan sekere serwitute.

Beskrywing: Woonhuis. Verbeterings. Buitegebou.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae verkoop word aan die hoogste bieder, en verder onderhewig aan die bepalings van die Wet op Landdroshowe Nr 32 van 1944 soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die Koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 'n koers van 20,75% per jaar vanaf 21/01/2000 tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank of bougenootskapwaarborg.

3. Die volle verkoopsvoorwaardes wat deur die Geregsbode of Afslaer uitgelees sal word onmiddellik voor die Verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom nagesien word.

Gedateer te Welkom op hede 10de dag van Desember 2001.

C. M. Myburgh, vir Schoeman, Kellerman & Kotze, Posbus 419/707, Welkom, 9460, Schoeman, Kellerman & Kotze Gebou, Reinetstraat, Welkom. (Ref: Myburgh/lb/07/T6221/1.)

Saak No. 1272/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Vrystaatse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en MOGAMI G L, Eerste Eksekusieskuldenaar, en MOGAMI B G, Tweede Eksekusieskuldenaar

Ter tenuitvoerlegging 'n vonnis van bovermelde Agbare Hof, sal die volgende onroerende eiendom in eksekusie verkoop word deur die Balju van die Hooggeregshof, Bloemfontein Oos op 18 Januarie 2002 om 10h00 te die Baljukantoor, Bloemfontein-Oos, Barnesstraat, Bloemfontein naamlik:

Erf 6485, Mangaung Dorpsgebied, Registrasie Afdeling Bloemfontein R.D., Vrystaat Provinsie, groot 300 (driehonderd) vierkante meter.

Verbeterings: Woonhuis bestaande uit 1 x sitkamer, 2 x slaapkamers, 1 x badkamer, 1 x kombuis.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die bovermelde Balju.

Geteken te Kempton Park op die 5de dag van Desember 2001.

G M Maritz, vir Maritz, Boshoff & Du Preez, Schoemanslaan 4, Kempton Park. (Tel. 394-7140/2.) (Verw. A Maré/SB100 495HH.)

Saak Nr. 1232/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen FBC FIDELITY BANK BEPERK, Eiser, en KGOADI MARTIN NTSABENG, ID 7001105895081, Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) sal 'n verkoping met voorbehoud van die volgende eiendom van Verweerder plaasvind voor die Landdroskantoor, h/v Greyling en Oxfordstrate, Bethlehem, om 11:00 voormiddag op Vrydag, die 18de dag van Januarie 2002, naamlik:

Erf 484, dorp Bakenpark, distrik Bethlehem, provinsie Vrystaat, geleë te 484 Kameeldoringstraat, Bakenpark, Bethlehem, groot 600 vierkante meter, gehou deur Verweerder kragtens Akte van Transport T20046/1999.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie.

Verbeterings bestaan uit: Tweevertrekwoonhuis, geen omheining.

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

Voorwaardes: Die verkoopsvoorwaardes is ter insae in my kantoor te Peach & Du Preezgebou, Rouxstraat 36B, Bethlehem, gedurende kantoorure.

Balju vir die Distrik Bethlehem, FA du Preez, adres: Peach & Du Preezgebou, Rouxstraat 36b, Bethlehem. [Tel. (058) 303-5217.]

D J Nortier, Eiser se Prokureur, p/a Naudes, St. Andrewstraat 161, Bloemfontein.

Saak Nr. 40262/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen ABSA BANK BEPERK, Eiser, en GODLIEP GERHARDUS THERON, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping gedateer 9 Oktober 2001 sal die volgende eiendom op Vrydag, 18 Januarie 2002 om 10:00 by die Baljukantore, Barnesstraat 5, Bloemfontein aan die hoogste bieder geregtelik verkoop word:

1. Deel Nr. 4, soos aangetoon en vollediger beskryf op Deelplan No. SS15/1981 in die skema bekend as Karlienhof ten opsigte van die grond en geboue geleë te Bloemfontein, Provinsie Vrystaat van welke deel die vloeroppervlakte, volgens genoemde Deelplan 40 (veertig) vierkante meter is;

2. 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken. Bekend as Karlienhof Nr. 104, Alexanderlaan, Navalsig, Bloemfontein, gehou kragtens Transportakte Nr. ST16380/1997.

Die volgende verbeterings is aangebring, maar niks word gewaarborg nie: Enkelwoonstel bestaande uit: 1 kamer, 1 badkamer, 1 kombuis.

Terme: Die koper sal 10% van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapswaarborg wat binne veertien dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die Eerste Verbandhouer gekoop word, hoef die 10% kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopsvoorwaardes is ter insae in my kantoor te Barnesstraat 5, Bloemfontein gedurende kantoorure.

Balju van die Landdroshof vir die Distrik Bloemfontein.

Mnr. J P Smit, Eiser se Prokureur, p/a Naudes, St Andrewstraat 161 (Posbus 153), Bloemfontein.

Saaknr.: 23801/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen ABSA BANK BEPERK, Eiser, en OCKERT PETRUS FOURIE, Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 14 Julie 1999 en 'n lasbrief tot eksekusie sal die volgende eiendom in eksekusie verkoop word op 18 Januarie 2002 om 10:00 te die Balju Kantoor, Barnesstraat 5, Bloemfontein, deur Nico Smith Afslaers aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere: Erf nommer 10848, geleë in die stad en distrik Bloemfontein (ook bekend as Chris van Nierkstraat 51, Generaal de Wet, Bloemfontein), groot 2 003 vierkante meter, gehou kragtens Akte van Transport T3508/85, onderhewig aan sekere voorwaardes.

Die volgende inligting word verskaf maar nie gewaarborg nie: Die eiendom bestaan uit 'n ingangsportaal, 4 slaapkamers, sitkamer, eetkamer, kombuis, 2 badkamers, woonkamer, aparte toilet, dubbel motorhuis, bediende kamer en motorafdak.

Voorwaardes: Die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe en die Reëls daarvolgens neergelê. Tien (10) persent van die koopprys moet in kontant op die dag van die verkoping betaal word en 'n Bank of Bougenootskapswaarborg vir die balans moet binne 14 dae na die verkoopsdatum verskaf word.

Die verdere en volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Balju, Barnesstraat 5, Westdene, Bloemfontein.

Geteken te Bloemfontein op hierdie 12de dag van November 2001.

Per: Mnr P. H. T. Colditz, p/a Schoeman Maree Ing, Prokureur vir Eiser, Schoeman Maree-gebou, Voortrekkerstraat 190, Bloemfontein, 9301.

Saaknr.: 27341/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen: ABSA BANK BEPERK, Eiser, en STEPHANUS ENGELBERTUS FERREIRA, 1ste Verweerder, en ERNESTA DE RU, 2de Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 17 Augustus 2001 en 'n lasbrief tot eksekusie sal die volgende eiendom in eksekusie verkoop word op 18 Januarie 2002 om 10:00 te die Balju Kantoor, Barnesstraat 5, Westdene, Bloemfontein, deur Nico Smith Afslaers, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere: Erf 12084, Bloemfontein (Uitbreiding 70), distrik Bloemfontein (ook bekend as St Helenasingel 39, Uitsig, Bloemfontein), groot 912 vierkante meter, gehou kragtens Transportakte T3865/2001, onderhewig aan sekere voorwaardes.

Die volgende inligting word verskaf maar nie gewaarborg nie: Die eiendom bestaan uit 3 slaapkamers, 1 badkamer, kombuis, sit/eetkamer en dubbel motorhuis.

Voorwaardes: Die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe en die Reëls daarvolgens neergelê. Tien (10) persent van die koopprys moet in kontant op die dag van die verkoping betaal word en 'n Bank of Bougenootskapswaarborg vir die balans moet binne 14 dae na die verkoopsdatum verskaf word.

Die verdere en volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Balju, Barnesstraat 5, Westdene, Bloemfontein.

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

Per: Mnr P. H. T. Colditz, p/a Schoeman Maree Ing, Prokureur vir Eiser, Schoeman Maree-gebou, Voortrekkerstraat 190, Bloemfontein, 9301.

Saak Nr. 260, 261, 262 & 263/1996

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN LINDLEY GEHOU TE LINDLEY

In die saak tussen: ABSA BANK BPK, Eiser, en ANDREAS JOHANNES VAN WYK, Eerste Verweerder, MAKWARENG BOERDERY BK, Tweede Verweerder, ANDREAS JOHANNES VAN WYK, Derde Verweerder, en SUSANNA MAGDALENA VAN WYK, Vierde Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Lindley en 'n Lasbrief vir Geregtelike Verkoping gedateer 1 Augustus 2001 sal die volgende eiendom op Vrydag, 18 Januarie 2002 om 10h00 by die Landdroskantoor, Kerkstraat, Lindley aan die hoogste bieder geregtelik verkoop word:

1. Restant van Gedeelte 1 van die plaas Elandsfontein 33, Distrik Lindley, Provinsie Vrystaat.

Groot: 85,6546 hektaar.

Gehou kragtens Transportakte No. T20280/1997.

2. Gedeelte 2 van die plaas Elandsfontein 33, Distrik Lindley, Provinsie Vrystaat.

Groot: 139,5967 hektaar.

3. Gedeelte 1 van die plaas Elandsfontein 990, Distrik Lindley, Provinsie Vrystaat.

Groot: 318,9579 hektaar.

Gehou kragtens Transportakte No. T20279/1997.

Die volgende verbeterings is aangebring, maar niks word gewaarborg nie:

Steengeboude huis met standaard vertrekke en buitegeboue wat onderdak garage aan die huis insluit.

Boorgat met elektriese pomp.

Steengeboude 6 punt melkery stal.

Twee sementdamme nie in gebruik.

Twee windpompe.

Baie klein stoortjie.

Terme: Die Koper sal 10% van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapswaarborg wat binne veertien dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopsvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Kerkstraat te Lindley te kantoorure.

Geteken te Bloemfontein hierdie 29ste dag van November 2001.

Prokureur vir Eiser, Mnr J P Smit, P/a Naudes, St. Andrewstraat 161, Bloemfontein.

Saaknr 14991/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WELKOM GEHOU TE WELKOM

In die saak tussen: ABSA BANK BPK, Eiser, en JOHAN COETZEE, Verweerder

Ingevolge 'n Vonnis en 'n Lasbrief vir Eksekusie gedateer 5 Oktober 2001 in die Landdroshof te Welkom sal die volgende eiendom verkoop word op Vrydag, 25 Januarie 2002 om 11:00 te die Tulbach-ingang, Landdroskantore, Heerenstraat, Welkom:

Sekere: Deel 36, soos getoon en vollediger beskryf op Deelplan Nr SS50/1986 in die skema bekend as Casona Park ten opsigte van die grond en gebou of geboue geleë te Welkom, Provinsie Vrystaat, van welke deel die vloeroppervlakte volgens die genoemde deelplan 153 (eenhonderd drie en vyftig) Vierkante Meter is (Flat 26, Casonapark, Welkom).

Groot: 153 (eenhonderd drie en vyftig) Vierkante Meter.

Gehou deur die Eksekusieskuldenaars in hul name kragtens Akte van Transport Nr ST31178/1997 geregistreer op 22 Desember 1997 en onderhewig aan sekere serwitute.

Verbeterings: Woonstel met onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken.

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

2. *Die koopprys sal as volg betaalbaar wees:* 'n Deposito van 10% (Tien Persent) van die koopsom in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente teen 17,25% per jaar op die koopprys vanaf datum van verkoping tot datum van registrasie van transport sal binne 14 (Veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank of bougenootskap-waarborg.

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

Gedateer te Welkom op hede die 23ste dag van November 2001.

(Get) J J Mhlambi, J Mhlambi Ing, Archiquantgebou, Heerenstraat, Posbus 2407, Welkom.

Saak Nommer: 035890/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die ssak tussen: SAAMBOU BANK BEPERK, Eiser, en C N ISAAC, 1e Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Balju Kantore, Barnesstraat 5, Westdene, Bloemfontein, om 10:00 op Vrydag, 18 Januarie 2002 van die onder-vermelde eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê die eiendom synde:

Sekere Plot 29, Lakeview Kleinplase, Distrik Bloemfontein (ook bekend as Hoewe 29, Tweedestraat, Lakeview, Bloemspruit), groot 8,5653 (agt komma vyf ses vyf drie) hektaar.

Sonering: Woondoeleindes.

Onderworpe aan sekere serwitute en voorwaardes;

en gehou kragtens Transportakte No. T30440/97.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woning bestaande uit sitkamer, woonkamer, twee slaapkamers, kombuis, badkamer, een motorhuis, stoorkamer.

Terme: Die koper sal 10% van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n Bank- of Bouvereniging waarborg binne veertien (14) dae na afloop van die veiling.

S J Le Roux (Rek. 022744054 001), Prokureur vir Eiser, Claude Reid Ingelyf, St Andrewstraat 165, Posbus 277, Bloemfontein.

Balju, Bloemfontein-Oos. Tel. 4473784.

Saaknommer: 44750/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen: ABSA BANK BEPERK, Eiser, en M S TITUS, 1e Verweerder, en A T TITUS, 2e Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Balju Kantore, Barnesstraat 5, Westdene, Bloemfontein om 10:00 op Vrydag 18 Januarie 2002 van die ondervermelde eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere: Gedeelte 17 van Erf 2729, Ashbury (Uitbreiding 5), distrik Bloemfontein (ook bekend as 23 Petuniastraat, Heidedal, Bloemfontein), groot 351 (drie vyf een) vierkante meter.

Sonering: Woondoeleindes.

Onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T24336/97.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woning bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet en stort.

Terme: Die koper sal 10% van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n Bank- of Bouvereniging waarborg binne veertien (14) dae na afloop van die veiling.

S J Le Roux, Prokureur vir Eiser, Claude Reid Ingelyf, St Andrewstraat 165, Posbus 277, Bloemfontein. (Rek. 8046381105)

Balju Bloemfontein-Oos. (Tel. 447-3784.)

Saaknommer: 17449/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen: SAAMBOU BANK BEPERK, Eiser, en ADRIAAN SAAYMAN, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Balju Kantore, Barnesstraat 5, Westdene, Bloemfontein om 10:00 op Vrydag 18 Januarie 2002 van die ondervermelde eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere: Deel No. 20 in die skema bekend as Naval View ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, distrik Bloemfontein, asook 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde eiendom (ook bekend as Navalview 208, Unielaan, Bloemfontein), groot 53 (vyf drie) vierkante meter.

Sonering: Woondoeleindes.

Onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte ST1924/97.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woning bestaande uit sitkamer, eetkamer, een slaapkamer, kombuis, badkamer, balkon, afdak.

Terme: Die koper sal 10% van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n Bank- of Bouvereniging waarborg binne veertien (14) dae na afloop van die veiling.

S J Le Roux, Prokureur vir Eiser, Claude Reid Ingelyf, St Andrewstraat 165, Posbus 277, Bloemfontein. (Rek. 022800825 001)

Balju Bloemfontein-Oos. (Tel. 447-3784.)

Saaknommer: 17448/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen: SAAMBOU BANK BEPERK, Eiser, en N P TINDLENI, 1e Verweerder, en L G TINDLENI, 2e Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Balju Kantore, Barnesstraat 5, Westdene, Bloemfontein om 10:00 op Vrydag 18 Januarie 2002 van die ondervermelde eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere: Erf 22703 (Uitbreiding 147), geleë in die distrik en Stad Bloemfontein (ook bekend as Kiepersolsingel 118, Louriepark, Bloemfontein), groot 760 (sewe ses nul) vierkante meter.

Sonering: Woondoeleindes.

Onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T12991/95.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woning bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer.

Terme: Die koper sal 10% van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n Bank- of Bouvereniging waarborg binne veertien (14) dae na afloop van die veiling.

S J Le Roux, Prokureur vir Eiser, Claude Reid Ingelyf, St Andrewstraat 165, Posbus 277, Bloemfontein. (Rek. 021083879 001)

Balju Bloemfontein-Oos. (Tel. 447-3784.)

Saak No. 11557/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WELKOM GEHOU TE WELKOM

In die saak tussen REINFORCING STEEL CONTRACTORS, Eiser, en H. J. KRUGER, t/a AP CONSTRUCTION, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Welkom en 'n lasbrief vir eksekusie gedateer 17 Oktober 2000, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 18 Januarie 2002 om 11:00 voor die Landdroskantore, Tulbachstraat-ingang, Welkom.

Alle reg, titel en belang in die huurpag met betrekking tot Erf No. 1594, geleë te Staatsweg 421, Welkom, in die dorpsgebied Welkom, distrik Welkom, groot 1 204 (een twee nul vier) vierkante meter.

Verbeterings: Bestaande uit 'n gewone woonhuis.

Voorwaardes van verkoping:

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

2. 10% (tien persent) van die koopprys moet in kontant betaal word onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 15,5% per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van die veiling betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die Kantoor van die Balju, Constantiastraat 100C, Welkom, nagesien word.

Geteken te Welkom op hierdie 30ste dag van November 2001.

H. C. van Rooyen, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom. (Verw. HCVR/catherine/H 5401.)

Saak No. 5312/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WELKOM GEHOU TE WELKOM

In die saak tussen WELKOM MUNISIPALITEIT, Eiser, en G. D. RAI, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Welkom en 'n lasbrief vir eksekusie gedateer 12 Oktober 1999, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 18 Januarie 2002 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom.

Alle reg, titel en belang in die huurpag met betrekking tot Erf No. 11451, geleë te Thabong, distrik Welkom, groot 430 (vier drie nul) vierkante meters.

Verbeterings: Bestaande uit 'n gewone woonhuis.

Voorwaardes van verkoping:

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

2. 10% (tien persent) van die koopprys moet in kontant betaal word onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 15,5% per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van die veiling betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die Kantoor van die Balju, Constantiastraat 100C, Welkom, nagesien word.

Geteken te Welkom op hierdie 4de dag van Desember 2001.

H. C. van Rooyen, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom. (Verw. HCVR/catherine/H 5225.)

Case No. 33704/2001

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and JOSEPH SAMUEL DE KOCK, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Bloemfontein East, at 5 Barnes Street, Westdene, Bloemfontein, on Friday, 18 January 2002 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Bloemfontein East, 5 Barnes Street, Westdene, Bloemfontein, and will be read out prior to the sale taking place.

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

Property: Erf 4761, Heidedal, Extension 10, District of Bloemfontein, Registration Division Free State, measuring 300 square metres, also known as 11 Marlyn Street, Bloemside, Heidedal, Bloemfontein.

Improvements: Three bedrooms, bathroom, toilet, kitchen and lounge. Zoned Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. (012) 342-9164.] (Ref. Adri Viviers/X771.)

Case No. 34464/2001

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and N J MOTAUNG, 1st Defendant, and M E MOTAUNG, 2nd Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff Bloemfontein East at 5 Barnes Street, Westdene, Bloemfontein on Friday, 18 January 2002 at 10:00.

Full conditions of sale can be inspected at the Sheriff Bloemfontein East and will be read out prior to the sale taking place.

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

Property: Erf 3536, Ashbury Ext 6, Bloemfontein, Registration Division Freestate, measuring 350 square metres, also known as 24 Waaihoek Street, Heidedal, Bloemfontein.

Improvements: 2 bedrooms, 1 lounge, 1 dining room, 1 kitchen, 1 bathroom with toilet, zoned residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel No. (012) 342-9164.] (Ref. Adri Viviers/X834.)

Saak Nr: 2225/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BOE BANK BEPERK, Eiser, en MATHYS JOHANNES TALJAARD, Eerste Verweerder, en HESTER SUSANNA TALJAARD, Tweede Verweerder

Ingevolge 'n Vonnis gedateer 25 Februarie 2000 en 'n Lasbrief vir Eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Woensdag 23 Januarie 2002 om 10:00 te Derdestraat 6A, Westdene, Bloemfontein.

Sekere: Deel 74 soos aangetoon en vollediger beskryf op Deelplan SS111/1995 in die skema bekend as Villa Bain ten opsigte van die grond en gebou of geboue geleë te Langenhovenpark, Bloemfontein, welke eiendom vir woondoeleindes gesoneer is en beter bekend is as Villa Bain 74, Henriëtte Grovestraat, Langenhovenpark, Bloemfontein, groot 78 m^2, gehou kragtens Transportakte ST15644/1995, Villa Bain 74, Henridëtte Grovestraat, Langenhovenpark, Bloemfontein.

Verbeterings: 'n Meenthuis bestaande uit 'n sit-/eetkamer, kombuis, 2 slaapkamers, 'n badkamer, stort en toilet asook 'n verandah.

Voorwaardes van verkoping

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

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling;

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 14.5% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

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

Gedateer te Bloemfontein hierdie 20ste dag van Desember 2001.

J. H. Conradie, vir J H Conradie, Prokureur van Eksekusieskuldeiser, p/a Rossouws Prokureurs, Pres. Reitzlaan 119, Westdene; Posbus 7595, Bloemfontein, 9300. [Tel: (051) 506-2500.

Saak Nr: 16721/2000

DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BOE BANK BEPERK, Eiser, en mnr M J VAN DER MERWE N.O., 1ste Verweerder, en me M F KRUGER N.O., 2de Verweerder

Uit kragte van 'n vonnis van die Landdroshof van Bloemfontein en kragtens 'n lasbrief vir eksekusie gedateer 23 Mei 2000, sal die volgende eiendom per publieke veiling op Woensdag, 23 Januarie 2002 om 10:00 deur die Balju van die Landdroshof, Bloemfontein-Wes, Derdestraat 6A, Bloemfontein aan die hoogste bieër verkoop word naamlik:

Eiendomsbeskrywing: Erf 5310, geleë in die Stad en distrik Bloemfontein (Uitbreiding 39), Provinsie Vrystaat, gehou kragtens Transportakte Nr T15744/95 en beter bekend as MJR Eiendomstrust, Ellenbergerstraat 46, Wilgehof, Bloemfontein.

Die eiendom bestaan uit die volgende:

'n Woonhuis, welke woning gesoneer is vir woondoeleindes bestaande uit: 3 slaapkamers, sit/eetkamer, 1 kombuis, 1 badkamer, 1 toilet en 'n motorhuis.

Verbeterings: Nul.

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

Geteken te Bloemfontein hierdie 23ste dag van November 2001.

De Buys Human, vir Symington en De Kok, Prokureur vir Eiser, Symington & De Kokgebou, Nelson Mandela Rylaan 169B, Bloemfontein.

Saak Nr: 3351/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje Vrystaatse Provinsiale Afdeling)

In die saak tussen FIRSTRAND BANK BEPERK, Eiser, en mnr CORNELIS BOTHA, 1ste Verweerder, en mev MARIANA BOTHA, 2de Verweerder

Uit kragte van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje Vrystaatse Provinsiale Afdeling) en kragtens 'n lasbrief tot uitwinning, sal die volgende eiendom per publieke veiling op Vrydag 18 Januarie 2002 om 10:00 deur die balju van die Hooggeregshof, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, aan die hoogste bieër verkoop word naamlik:

Eiendomsbeskrywing: Sekere Plot 124, Estoire Nedersetting, distrik Bloemfontein, Provinsie Vrystaat, groot 4,2827 hektaar, en gehou kragtens Transportakte Nr T2022/1998, beter bekend as Hoewe 124, Estoire, DF Malherbe Rylaan Nr 15, Bloemfontein.

Die eiendom bestaan uit die volgende: 'n Woonhuis, welke woning gesoneer is vir woondoeleindes bestaande uit:

'n Ingangsportaal, 3 slaapkamers, 1 sitkamer, 1 eetkamer, 1 woonkamer, 1 kombuis met spens en opwas, 2 badkamers een met 'n stort, 3 toilette, 1 dubbel motorhuis, 1 afdak, 2 kantore en varkhok.

Verbeterings: Nul.

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

Geteken te Bloemfontein hierdie 23ste dag van November 2001.

De Buys Human, vir Symington en De Kok, Prokureur vir Eiser, Symington & De Kockgebou, Nelsom Mandela Rylaan 169B, Bloemfontein.

Saak Nr: 31542/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen FNB PROPERTIES, Eiser, en mnr BORAKI PAUL RAMABOLU, 1ste Verweerder, en mev JWALANE SOPHIA RAMABOLU, 2de Verweerderes

Uit kragte van 'n vonnis van die Landdroshof van Bloemfontein en kragtens 'n lasbrief tot vir eksekusie gedateer 8 September 2000, sal die volgende eiendom per publieke veiling op Vrydag 18 Januarie 2002 om 10:00 deur die balju van die Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, aan die hoogste bieër verkoop word naamlik:

Eiendomsbeskrywing: Erf 15816, Mangaung, Distrik Bloemfontein, Provinsie Vrystaat, gehou kragtens Transportakte Nr T20993/96, en beter bekend as Simon Miyastraat 15816, Blomanda.

Die eiendom bestaan uit die volgende: 'n Woonhuis, welke woning gesoneer is vir woondoeleindes bestaande uit: 2 slaapkamers, 1 sitkamer, 1 kombuis, 1 badkamer en 'n toilet.

Verbeterings: Nul.

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

Geteken te Bloemfontein hierdie 23ste dag van November 2001.

De Buys Human, vir Symington en De Kok, Prokureur vir Eiser, Symington & De Kokgebou, Nelson Mandela Rylaan 169B, Bloemfontein.

KWAZULU-NATAL

Case No. 6687/2001

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 JABHALATHA WILSON NDLELA, 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, 18 January 2002.

Property description: Erf 1494, Gamalakhe A, Registration Division ET, Province of KwaZulu-Natal, in extent 465 square metres, held under Deed of Transfer No. T468/1994KZ;

Physical address of property: Erf 1494, Gamalakhe A.

Zoning: Special Residential.

Improvements: Dwelling under Brick & Tile, consisting of Kitchen; Dining Room; Lounge; 2 Bedrooms; 1 Bathroom; 1 Toilet.

Nothing in this regard is guaranteed.

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

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price 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 offices of the Plaintiff's attorneys.

Dated at Port Shepstone on this the 5th day of December 2001.

Barry, Botha & Breytenbach Inc, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. ERB/NP434/01NP01434.

Case No. 5131/2001

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 ERIC SAMKELO GIGABA, 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, 18 January 2002.

Property description: Erf 975, Gamalakhe A, Registration Division ET, Province of KwaZulu-Natal, in extent 372 square metres, held under Deed of Transfer No. T9019/1988KZ and No. TG 1576/1995KZ;

Physical address of property: Erf 975, Gamalakhe A.

Zoning: Special Residential.

Improvements: Dwelling under Brick & Tile, consisting of Kitchen; Dining Room; Lounge; 2 Bedrooms; 1 Bathroom; 1 Toilet.

Nothing in this regard is guaranteed.

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

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price 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 offices of the Plaintiff's attorneys.

Dated at Port Shepstone on this the 5th day of December 2001.

Barry, Botha & Breytenbach Inc, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. ERB/NP427/01NP01427.

Case No. 2802/2001

IN THE HIGH COURT OF SOUTH AFRICA

Natal Provincial Division

In the matter between: ESKOM FINANCE COMPANY LIMITED, Execution Creditor, and JABULANI ELLIOT XULU, 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, Pinetown at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown on Wednesday, 16th January 2002 at 10h00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Erf 231, Kwadabeka E, Registration Division FT, situate in the eThekwini Municipality, Province of KwaZulu-Natal, in extent 281 square metres, held by the defendant under Deed of Grant No. TF610/1989;

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

1. *The property's physical address is:* Site No E231 Kwadabeka, KwaZulu-Natal;

2. *The improvements consists of:* A single storey dwelling constructed of block under tile and consisting of 3 bedrooms, lounge, kitchen, bathroom/toilet and garage;

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, Pinetown, at No 2 Samkit Centre, 62 Caversham Road, Pinetown, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on 10th December 2001.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorney, 281 Pietermaritz Street, Pietermaritzburg. (Ref: R Stuart-Hill/26E0013/01.)

Case No. 2658/2001

IN THE HIGH COURT OF SOUTH AFRICA

Natal Provincial Division

In the matter between: ESKOM FINANCE COMPANY LIMITED, Execution Creditor, and EMMANUEL BUKHUBENKOSI CWELE, 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, Pinetown at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown on Wednesday, 23rd January 2002 at 10h00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

A unit consisting of:

(a) Section No 23 as shown and more fully described on Sectional Plan No SS.505/94 in the scheme known as St Helens in respect of the land and building or buildings situate at New Germany, of which section the floor area, according to the said Sectional Plan is 87 (eighty seven) square metres in extent;

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

held by the defendant under Deed of Transfer No ST. 3205/98;

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

1. *The property's physical address is:* Section 23/Unit 23 St Helens, 42 Bohmer Road, New Germany;

2. *The improvements consists of:* A single storey simplex constructed of brick under tile and consisting of a lounge, 2 bedrooms, kitchen, bathroom, shower, toilet and a garage of similar construction;

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, Pinetown, at No 2 Samkit Centre, 62 Caversham Road, Pinetown, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on 10th December 2001.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorney, 281 Pietermaritz Street, Pietermaritzburg. (Ref: R Stuart-Hill/26E0111/01.)

Case No: 84/98

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

In the matter between: NEDCOR BANK LIMITED, Plaintiff/Execution Creditor, and BHEKUYISE BERNARD MNGADI, First Execution Debtor, and CYNTHIA NONHLANHLA MNGADI, Second Execution Debtor

In pursuance of a Judgment of the Magistrate's Court for the District of Verulam, dated 9 February 1998, the immovable property listed hereunder will be sold in execution on 18 January 2002 at 10h00 at front entrance of the Magistrate's Court Building, Moss Street, Verulam to the highest bidder.

Property Description: Erf 822, Ntuzuma F, Registration Division FT, situate in the Durban Metropolitan Unicity Municipality, Province of KwaZulu-Natal, in extent 378 square metres, held by Deed of Transfer No. TG1842/1981KZ.

Postal address: F822 Ntuzama-Unit 6.

Improvements: Brick under asbestos roof dwelling consisting of 2 Bedrooms, 1 Lounge/Diningroom, 1 Kitchen, 1 bathroom.

Zoning: Special Residential (180).

Nothing is guaranteed in respect of the above.

The material terms are 10% deposit, balance payable on transfer, guarantees within 21 days of sale.

The full conditions of sale are available for inspection at the office of the Sheriff, Magistrate's Court, Inanda Area 1, 1st Floor, 12 Groom Street, Verulam.

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

"V O'Connell', Plaintiff's Attorneys, Van Onselen O'Connell Inc., 405 Salmon Grove Chambers, 407 Smith Street, Durban. Ref: V O'Connell/H Elston/03N130144.

Case No. 91/01

IN THE HIGH COURT OF SOUTH AFRICA

Durban and Coast Local Division

FIRSTRAND BANK LTD (formerly known as FIRST NATIONAL BANK OF SA LTD), Plaintiff, and L R SLATER, Defendant

The following property will be sold in execution, by the Sheriff of the High Court, Stanger, on the 18 January 2002 at 10h00 at the front entrance to the Magistrate's Court Building, at King Shaka Street, Kwaduguza/Stanger.

Certain: Erf 435, Salt Rock (Extension 1), Registration Division FU, situate in the Dolphin Coast Transitional Local Council, Province of KwaZulu-Natal, in extent 1344 (One Thousand Three Hundred and Forty Four) square metres, held under Deed of Transfer No. T17264/1980, situate at 13 Lagoon Drive, Salt Rock.

The property is improved, without anything warranted by a vacant land.

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, 116 King Shaka Street, Stanger.

Dated at Durban this 10 December 2001.

Woodhead Bigby & Irving. Ref. CSS/LP/15F4502A1.

Case No. 11655/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRSTRAND BANK LTD (formerly known as FIRST NATIONAL BANK OF SA LTD), Plaintiff, and V N MAGWAZA, Defendant

The following property will be sold in execution, by the Sheriff of the High Court, Inanda Area 2 on the 21 January 2002 at 09h00 at 1 Trevennen Road, Lotusville, Verulam:

Certain Sub. 45 of Lot 444, Zeekoe Vallei, situate in the City of Durban, Administrative District of Natal, in extent 333 (three hundred and thirty three) square metres, held under Deed of Transfer No. T26322/91, situate at 61 Skate Place, Newlands East.

The property is improved, without anything warranted by a single storey brick under tile dwelling consisting of main bedroom, two other bedrooms, lounge, kitchen, toilet, bathroom, paved driveway & burglar guards.

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

Dated at Durban this 10 December 2001.

Woodhead-Bigby & Irving. (Ref. CSS/LP/15F4679A9.)

Case No. 5716/01

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOSES NGUBENI, Defendant

The following property will be sold in execution on the 18 January 2002 at 10h00 at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Description: A unit consisting of:

a) Section No. 15, as shown and more fully described on Sectional Plan No. SS440/97 in the scheme known as Yellowwood House in respect of the land and building or buildings situate at Durban, City of Durban, of which section the floor area, according to the said sectional plan is forty nine (49) 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 (hereinafter referred to as "the common property"), held under Deed of Transfer No. ST13133/97.

Physical address: Unit 15, Flat 15, Yellowwood House, Mount Moriah.

The following information is furnished but not guaranteed:

Improvements: Brick under tile block of flats consisting of 2 bedrooms, kitchen & lounge (open plan), toilet with bathroom, water & lights.

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 shall be inspected at the offices of the Sheriff of the High Court at 1st Floor, 12 Groom Street, Verulam.

Dated at Durban this 6th day of December 2001.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, cnr Smith & Field Streets, Durban. (Ref. MR G A PENTECOST/CG/46N106 446.) (Tel. 327-4012.)

NOTICE OF SALES IN EXECUTION

BOE BANK LIMITED, Execution Creditor, will put up for sale the hereinafter mentioned properties, the material conditions of sale being:

1. The sale shall be without reserve, and the property shall be sold subject to the conditions of sale and voetstoots to the highest bidder.

2. The purchaser shall pay 10% of the price plus Sheriff's commission on the conclusion of the sale and the balance plus interest at the Plaintiff's current lending rates on the transfer, to be secured by acceptable guarantees within 14 (fourteen) days of the sale.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges within 7 (seven) days of request.

The undermentioned Sale in Execution will be held at the front entrance to the Magistrate's Court, Moss Street, Verulam on 18 January 2002 at 10h00 and the full conditions of sale may be inspected at the offices of the Sheriff for Verulam, 1st Floor, 12 Groom Street, Verulam, prior to the sale:

(a) Case No. 9162/2001.

Judgment Debtors: VUKANIMATHULI HONOURBROOK NCAPAI AND LIZIWE NTHABISENG NCAPAI.

Property: Unit P136 of Site 63 (a portion of Site 35), KwaMashu, Registration Division FT, Province of KwaZulu-Natal, in extent 180 (one hundred and eighty) square metres.

Improvements: A single storey concrete block/plaster and tiled roof dwelling consisting of lounge/diningroom, kitchen, 3 bedrooms, 1 bathroom, 1 WC, siteworks, fencing, patio, paving.

Postal/Street Address: P136 KwaMashu, KwaZulu-Natal.

Zoning: Special Residential.

Reference: Mr R H Jenkins/dpr/02/N012/97.

(b) Case No. 9488/98.

Judgement Debtor: KARTHIGAN DEVAR.

Property: Erf 416, Rockford, Registration Division FU, Province of KwaZulu-Natal, in extent 523 (five hundred and twenty three) square metres.

Improvements: A single storey, face brick and tiled roof dwelling consisting of lounge, diningroom, kitchen, scullery, 3 bedrooms, 2 showers, 3 WC's, Grano flooring, porch.

Postal/Street Address: 40 13th Way, Rockford, Phoenix, KwaZulu-Natal.

Zoning: Special Residential.

Reference: Mr R H Jenkins/dpr/N012/763.

King & Associates Incorporated, 64 Kings Road, Pinetown. (Ref. Mr R Jenkins/dpr.)

Case No. 5622/2001

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, previously NEDPERM BANK LIMITED, No. 51/00009/06, Plaintiff, and THE TRUSTEES FOR THE TIME BEING OF THE NIBEDON TRUST No. T1229/1989, Defendant

In pursuance of a judgement 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, 18th January 2002:

Property description: Portion 4 of Erf 131, Port Edward, Registration Division ET, Province of KwaZulu-Natal, in extent 1 000 square metres, held under Deed of Transfer No. T21697/1990.

Physical address of property: Portion 4 of Erf 131, Port Edward.

Zoning: Special Residential.

Improvements: Vacant Land.

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 offices of the Plaintiff's attorneys.

Dated at Port Shepstone on this the 4th day of December 2001.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. ERB/bl/NP417/01NP01417.)

Case No. 1413/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED (formerly known as NBS BOLAND BANK LTD), Plaintiff, and MEYARI HOFMEYER TYOBEKA, Defendant

In pursuance of a Judgment granted on the 28th of March 2001, in the High Court of South Africa (Durban and Coast Local Division), the following immovable property belonging to the Defendant, will be sold in execution on the 18th of January 2002 at 10:00 a.m. at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: Site 2048, KwaMashu K, Registration Division FT, situate in the Durban Metropolitan Unicity Municipality Area, Province of KwaZulu-Natal, in extent 632 (six hundred and thirty two) square metres, held under Deed of Grant No. TG8643/1988 (KZ).

Physical address: K2048 KwaMashu Township, KwaMashu.

Improvements: The property is brick plastered under tile roof dwelling comprising of 4 bedrooms, lounge, kitchen, toilet & bathroom (inside), verandah, garage.

Other improvements: Burglar bars, block wall and gate, water and lights facilities.

Nothing is guaranteed in respect of the above.

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

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Inanda Area 1 at 1st Floor, 12 Groom Street, Verulam, and at the offices of Thorpe & Hands Incorporated at Suite 2522, 320 West Street, Durban, during normal office hours.

Dated at Durban this 5th day of December 2001.

Thorpe & Hands Inc., Plaintiff's Attorneys, Suite 2522, 320 West Street, Durban. (Ref. MR K WALKER/ic/08/N359/643.)

Case No. 7930/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and FAROUK KADER, First Defendant, and LAILA BANU KADER, Second Defendant

The following property will be sold on the 21st January 2002 at 09h00 at the Sheriff's Office, 1 Trevenen Road, Lotusville, Verulam, by the Sheriff for the High Court, Inanda District, Area 2 to the highest bidder:

Erf 70, Gandhinagar, Registration Division FU, situate in the North Local Council Area, Province of KwaZulu-Natal, in extent 1 204 square metres, with the postal and street address 2 Radhakirshna Drive, Gandhinagar, Tongaat.

The following improvements are furnished but nothing is guaranteed in this regard: Single storey brick under tile dwelling comprising of 4 bedrooms (1 carpeted, 3 tiled, 2 with b.i.c. & 1 with en-suite), laundry room, lounge, diningroom, kitchen (tiled, b.i.c., Hob, eye level oven, breakfast nook), toilet and bathroom combined (tiled), braai area, double manual garage, outbuilding comprising of 2 rooms, kitchen, toilet, bathroom, basement comprises of 1 room, kitchen, toilet and bathroom combined, iron manual gates, cemented driveway, facebrick fencing, burglar guards, verandah and 1 air conditioning unit.

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 Bondholder) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of sale may be inspected at the offices of the Sheriff for the High Court, Inanda District, Area 2, 1 Trevennen Road, Lotusville, Verulam.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Ms Singh/ss/N535.4086/99.)

Case No. 5270/01

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and GLORIA BUSISIWE KHUZWAYO, Defendant

The following property will be sold in execution on the 18th January 2002 at 10h00 at the front entrance of the Magistrate's Court, Moss Street, Verulam by the Sheriff of the High Court for Inanda, Area 1 to the highest bidder:

Erf 975, kwaMashu H, Registration Division FT, Province of KwaZulu-Natal, in extent three hundred and eighty five (385) square metres, with the address of H975 kwaMashu.

The following improvements are furnished but nothing is guaranteed in this regard: The property has been improved by the erection of a block plastered under tile roof dwelling with water and electricity facilities comprising of 4 bedrooms; lounge; kitchen; toilet and bathroom (inside); 1 garage; burglar guards/gates and precast wall on one side.

The sale shall be subject to the terms and conditions of the High Court and the Rules made thereunder and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court for the Inanda District, Area 1, 1st Floor, 12 Groom Street, Verulam.

De Villiers, Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Ms Singh/I070.6927/01.)

Case No. 14257/01

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

In the matter between UNIBANK LIMITED, Plaintiff, and ISMAIL SEEDAT, First Defendant, and EBRAHIM CASSIM VAHED, Second Defendant

NOTICE OF SET DOWN

To: The Clerk of the Court, Durban.

And to: Nafeesa Kadwa & Ass., Second Defendant's Attorney, c/o Ibrahim@selfast, Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. N Kadwa/V1.)

Sirs Kindly take notice that the above action has been set down for trial on the day of 2002-06-12 in the forenoon or as soon thereafter as the matter may be heard. The matter being on the roll.

Dated at Durban on this the 27th day of November 2001.

De Villiers, Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Ms J. Vogel/jdp/U003.5371/00.)

Case No. 6622/01

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

In the matter between ABSA BANK LIMITED, Plaintiff, and DAVID JONATHAN JABBITT, 1st Defendant, and ELAINE JABBITT, 2nd Defendant

In pursuance of a judgment granted on 17 October 2001 in the Port Shepstone Magistrate Court, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on Friday, 18 January 2002 at 10h00 on the steps in front of the Port Shepstone Magistrate's Court:

Property description: Remainder of Portion 6 of Erf 174, Umtentweni, Registration Division ET, in the Province of KwaZulu-Natal, in extent one thousand eight hundred and thirty seven (1 837) square metres, and held under Deed of Transfer No. T34449/1994.

Improved as follows: Dwelling under brick & tile consisting of: Laundry, kitchen, toilet & basin, TV room, lounge, bar, diningroom, 2 x garages, 4 bedrooms, 1 study, 2 bathrooms with bath/toilet/shower/basin, 1 bedroom with walk-in dresser/ bath/toilet/basin/shower/jacuzzi, storeroom/servants quarters with shower/toilet/basin and toilet, 2 bedroom flat with lounge/kitchen/bath/toilet & basin, 1 swimming pool (nothing in this regard is guaranteed).

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

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arear levies/rates and/or value-added tax and other necessary charges to effect transfer, upon request by the Plaintiff's attorneys.

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

Dated at Port Shepstone on this the 6th day of December 2001.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. PJF/DH/A258 13 A054 012.)

Case No. 10141/99

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

In the matter between NORTH LOCAL COUNCIL, Plaintiff, and W MNGUNI, 1st Defendant, and L B MNGUNI, 2nd Defendant

In pursuance of a judgment granted on the 11 November 1999 in the Magistrate's Court for the District of Inanda and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on 21 January 2002 at 9h00 at the Sheriff's Office, 1 Trevenen Road, Lotusville, Verulam:

Description: Erf 3892, Verulam (Extension No. 44), Registration Division FU, Province of KwaZulu-Natal, in extent four hundred and seventy eight (478) square metres, held under Deed of Transfer No. T36629/1995.

Street address: 27 Gazzard Road, Parkgate, Verulam.

Improvements: Single storey brick under tile dwelling consisting of: 3 bedrooms (vinyl), lounge (vinyl), kitchen (Marley tiles), toilet & bathroom combined (vinyl), burglar guards.

Zoning: Special Residential (nothing guaranteed).

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

2. The purchaser shall pay 10% of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.

3. The full conditions of sale may be inspected at the Sheriff's Office, 1 Trevenen Road, Lotusville, Verulam.

Dated at Durban this 29th day of November 2001.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 2nd Floor, The Square, 250 Umhlanga Rocks Drive, La Lucia Ridge. (Tel. 566-2460.) (Ref. CA/27V032 698.)

Case No. 4964/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between B O E BANK LIMITED (formerly known as NBS BOLAND BANK LTD), Plaintiff, and MTHOKOZISI VINCENT KHUMALO, First Defendant, and VERONICA JOYCE JABU KHUMALO, Second Defendant

In pursuance of a judgment granted on the 19th of September 2001, in the High Court of South Africa (Durban and Coast Local Division), the following immovable property belonging to the Defendants, will be sold in execution on the 18th of January 2002 at 10.00 a.m. at the front entrance of the Magistrate's Court, Moss Street, Verulam to the highest bidder:

Property description: Erf 145, kwaMashu A, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent two hundred and forty one (241) square metres.

Held under Deed of Grant TG002573/89 (KZ) registered on the 19th June 1989 subject to the conditions contained therein and especially subject to the reservation of Mineral Rights.

Physical address: A145 kwaMashu Township, kwaMashu.

Improvements: The property is block plastered under asbestos dwelling consisting of:

Main building: 3 bedrooms, lounge, kitchen, toilet and bathroom (inside).

Other improvements: Water and light facilities, wire fence and gate, burglar guards. Nothing is guaranteed in respect of the above.

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

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Inanda Area 1 at 1st Floor, 12 Groom Street, Verulam and at the offices of Thorpe & Hands Incorporated at Suite 2522, 320 West Street, Durban, during normal office hours.

Dated at Durban this 26th day of November 2001.

Thorpe & Hands Inc., Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref. Mr K Walker/pi/08/N359/696.)

Case No. 3235/01

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and KAMALANATHAN GOVENDER, First Defendant, and KOMALA GOVENDER, Second Defendant

The undermentioned property will be sold in execution in front of the Magistrate's Court, Estcourt, KwaZulu-Natal on the 16 January 2002 at 10.00 a.m.:

Erf 2926, Estcourt (Extension No. 18), Registration Division FS, in the Estcourt/Wembezi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 359 (three hundred and fifty nine) square metres.

The property is situate at 33 Carnation Crescent, Estcourt, KwaZulu-Natal on which a dwelling house is constructed.

The full conditions of sale may be inspected at the Office of the Sheriff at 54 Richmond Road, Estcourt, KwaZulu-Natal.

Dated at Pietermaritzburg this 30 day of November 2001.

Tatham, Wilkes & Company, Plaintiff's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. H. M. Drummond/G18.)

Case No. 5818/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and THEMBA TSHUTSHA, First Defendant, and JABULILE NTOMBIKAYISE REJOICE TSHUTSHA, Second Defendant

In terms of a judgment of the above Honourable Court dated 12 August 1999, a sale in execution will be held on Friday, 18 January 2002, at the front entrance to the Magistrate's Court Building at King Shaka Street, KwaDuguza/Stanger, at 10h00, to the highest bidder without reserve:

Erf 7071, Tongaat (Extension No. 45), Registration Division FU, situate in the North Local Council Area, Province of KwaZulu-Natal, in extent three hundred and sixty-seven (367) square metres, held under Deed of Transfer No. T30654/1998.

Physical address: 37 Mthembu Avenue, Tongaat.

The following information is furnished but not guaranteed: Block under asbestos building consisting of kitchen, lounge, 2 bedrooms, bathroom and toilet and verandah.

(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.

Dated at Durban this 27th day of November 2001.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, 21 Aliwal Street, 1st Floor, Durban. (Ref. Mr Botha/mg/A0038/1291.)

Case No. 24639/00

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

In the matter between ST NICHOLAS DIOCESAN SCHOOL, Execution Creditor, and LILY KHANYILE, Execution Debtor

In execution of a judgment of the Magistrate's Court, Pietermaritzburg, the following immovable property belonging to the above-named Defendant, will be sold in execution on the 14th day of December 2001 at 11h00, by the Sheriff of the Magistrate's Court, at the Sheriff's Sales Room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve:

Erf 884, Pietermaritzburg, Registration Division FT, in the Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 194 (one thousand one hundred and ninety-four square metres).

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

1. The property is situate at 10 Riverton Road, Scottsville, Pietermaritzburg, District of KwaZulu-Natal.

2. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg this 9th day of November 2001.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. DHP/U3/S0029/I0.)

Case No. 1948/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

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

In pursuance of a judgment granted in the High Court, the immovable property listed hereunder will be sold in execution on 16 January 2002 at 10h00, at the Sheriff's Office, Section "V" 1030, Room 4, Umlazi:

Description of property: Site 1172, Umlazi P, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in exent 383 (three hundred and eighty-three) square metres, held under Deed of Transfer No. TG3264/1980 KZ.

Improvements: A dwelling-house consisting of: 2 bedrooms, 1 dining-room, 1 bathroom, 1 kitchen and 1 garage. *Outbuilding:* 1 room—concrete fencing.

Property address: P1172 Umlazi Unit 15.

Zoning: Residential.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the offices of the Sheriff V 1030, Room 4, Umlazi.

Dated at Durban on this 5th day of December 2001.

A. Christopher Inc., Plaintiff's Attorneys, 6th Floor, Permanent Building, 343 Smith Sreet, Bay Passage Entrance, Durban. (Ref. Mrs Govender/sg/M.87.)

Case No. 6543/96

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between C A V COOMBE N O, Execution Creditor, and S. P. HEYNS, Execution Debtor

In pursuance of a judgment granted on the 7th day of April 1997, in the High Court of South Africa (Durban and Coast Local Division) 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 High Court, Durban South, at 296 Jan Smuts Highway, Mayville, Durban, on 17 January 2002 at 10h00, or so soon thereafter as possible:

Address of dwelling: 9–11 Aarden Place, Amanzimtoti.

Description: 1. Erf 2345, Amanzimtoti (Extension 16), Registration Division ET, in the South Local Council Area, Provine of KwaZulu-Natal, in extent 2 450 (two thousand four hundred and fifty) square metres, situated at.

2. Erf 2346, Amanzimtoti (Extension 16), Registration Division ET, in the South Local Council Area, Province of KwaZulu-Natal, in extent 2 170 (two thousand one hundred and seventy) square metres.

Improvements: A brick under tiled roof with 1 workshop, 2 offices, 1 reception area, 1 bathroom with toilet and basin, 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, Durban South, 101 Lejaton Building, 40 St George's Street, Durban.

Material conditions:

1. Nothing in the above is guaranteed.

2. The sale shall be subject to the terms and conditions of the High 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 High 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 20% 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 High Court, 296 Jan Smuts Highway, Mayville, Durban.

Dated at Durban this 3rd day of December 2001.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith street, Durban. (Ref. J. P. Cox/tp/F2256.)

Case No. 10493/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between B O E BANK LIMITED, Plaintiff, and TOTHARAM KISSOONLALL, Defendant

In pursuance of a judgment granted on 24 January 2000 in the High Court of South Africa (Durban and Coast Local Division) and a writ of execution issued thereafter, the immovable propery listed hereunder will be sold in execution, by public auction, to the highest bidder for cash by the Sheriff of the High Court, Chatsworth, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on 15 January 2002 at 10h00, or so soon thereafter as possible.

Address of dwelling: 119–27th Avenue, Umhlatuzana, Chatsworth.

Description: Remainder of Lot 649, Umhlatuzana, situate in the City of Durban, Administrative District of Natal, in extent one thousand two hundred and three (1 023) square metres.

Improvements: Single-storey brick-dwelling under tile roof consisting of 3 bedrooms, lounge/dining-room, kitchen, toilet, bathroom and verandah.

Material conditions:

1. Nothing in the above is guaranteed.

2. The sale shall be subject to the terms and conditions of the High 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 High 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 15,50% 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 High Court, Chatsworth.

Dated at Durban this 29th day of November 2001.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban. (Ref. J. P. Cox/MC/N4160.)

Case No. 4885/01

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRSTRAND BANK LTD (formerly known as FIRST NATIONAL BANK OF SA LTD), Plaintiff, and H. NUNDLALL, First Defendant, and S. D. NUNDLALL, Second Defendant

The following property will be sold in execution, by the Sheriff of the High Court, Inanda Area 1, on 18 January 2002 at 10h00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Certain Erf 1259, Brookdale, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent 389 (three hundred and eighty-nine) square metres, situate at 5 Haybrook Place, Brookdale, Phoenix.

Zoning of property: Special Residential.

The property is improved, without anything warranted by a block under tile dwelling comprising of 3 bedrooms, kitchen, lounge, toilet and bathroom, yard block fencing and cemented and water and lights facilities.

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, First Floor, 12 Groom Street, Verulam.

Dated at Durban this 29th day of November 2001.

Woodhead Bigby & Irving. (Ref. CSS/LP/15F4608A1.)

Case No. 1908/96

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between SYFRETS BANK LIMITED, Plaintiff, and MZIYONKE GILBERT MBOTHO, First Defendant, DELMAINE VAN ZYL, Second Defendant, and ANDRE FRANCOIS SERFONTEIN, Third Defendant

In pursuance of a Judgment in the High Court of South Africa, Durban and Coast Local Division, dated 2 May 1996, and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 18 January 2002, at 10h00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: Unit No. C1883, in extent 4303 (Four Thousand Three Hundred and Three) square metres, as shown on General Plan No. PB263/1979, situate in the Kwa Mashu C Township, District: County Victoria, and held under Deed of Grant No. 2761/150.

Street address: C 1883 Kwa Mashu.

Improvements: A vandalised building without doors, no windows and no roof. Part of the building is brick under concrete deck comprising a shop (bottle store), a large storeroom and a further room.

Town planning zoning: Trading rights.

Nothing is guaranteed in the above respects.

Material conditions:

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

2. 10% of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within fourteen days after the date of sale.

4. The purchaser shall be liable for payment of interest at the rate of 20% per annum on the purchase price to the Plaintiff from the date of sale to the date of registration of transfer.

5. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, levies, sewerage connection fees (if any) taxes and other charges necessary to effect transfer on request by the said Attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Inanda Area 1, and at the offices of the Execution Creditor's Attorneys.

7. Prospective purchasers are advised to inspect the property prior to the sale.

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

Cox Yeats, Execution Creditor's Attorneys, 12th/13th Floor, Victoria Maine, 71 Victoria Embankment, Durban. P O Box 3032, Durban, 4000. Tel: (031) 304 2851. Ref: M Jackson/17S517089.

Case No: 1057/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: B O E BANK LIMITED, Plaintiff, and IAN MICHAEL PULKER, First Defendant, MAUREEN CAROL PULKER, Second Defendant

In pursuance of a judgment granted on the 14th day of April 2000, in the High Court of South Africa (Durban and Coast Local Division) 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 High Court, Port Shepstone on the steps of the Magistrate's Court, Port Shepstone on 21 January 2002 at 10h00 or so soon thereafter as possible:

Address of dwelling: Lot 1038, Ocean Drive, Southport.

Description: Remainder of Erf 1038, Southport, Registration Division ET, situate in the Port Shepstone Transitional Local Council Area and in the UGU Regional Council Area, Province of KwaZulu Natal in extent 1 400 (one thousand four hundred) square metres.

Improvements: A vacant land.

Material conditions:

1. Nothing in the above is guaranteed.

2. The sale shall be subject to the terms and conditions of the High 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 High 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 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 15,25% 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 High Court, Port Shepstone, 16 Bisset Street, Port Shepstone.

Dated at Durban on this 29th day of November 2001.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban. (Ref: J. P. Cox/tp/N4218.)

Case No. 1908/96

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between SYFRETS BANK LIMITED, Plaintiff, and MZIYONKE GILBERT MBOTHO, First Defendant, DELMAINE VAN ZYL, Second Defendant, ANNA FRANCOIS SERFONTEIN, Third Defendant

In pursuance of a judgment in the High Court of South Africa (Durban and Coast Local Division) dated 2 May 1996, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Wednesday, 16 January 2002 at 10h00, at the Sheriff's Office, V1030, Block C, Room 4, Umlazi, to the highest bidder:

Property description: Site Q1019 in the Township of Umlazi, District of Umlazi, measuring 200.7 square metres and described on General Plan BA8/1967 and held under Deed of Grant 378/98 dated 27 September 1972.

Street address: Maphatini Bottle Store, Unit Centre Q, Umlazi.

Improvements: Brick under IBR roof commercial building comprising a ground floor bottle store known as Maphatini Bottle Store and first floor restaurant.

Town Planning Zoning: Business.

Nothing is guaranteed in the above respects.

Material conditions:

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

2. 10% of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within fourteen days after the date of sale.

4. The purchaser shall be liable for payment of interest at the rate of 20% per annum on the purchase price to the Plaintiff from the date of sale to the date of registration of transfer.

5. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, levies, sewerage connection fees (if any) taxes and other charges necessary to effect transfer on request by the said Attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Umlazi, and at the offices of the Execution Creditor's Attorneys.

7. Prospective purchasers are advised to inspect the property prior to the sale.

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

Cox Yeats, Execution Creditor's Attorneys, 12th/13th Floor, Victoria Maine, 71 Victoria Embankment, Durban; P.O. Box 3032, Durban, 4000. [Tel. (031) 304-2851.] (Ref: M. Jackson/17S517089.)

Case No.: 5270/01

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and GLORIA BUSISIWE KHUZWAYO, Defendant

The following property will be sold in execution on the 18th January 2002 at 10h00 at the front entrance of the Magistrate's Court, Moss Street, Verulam by the Sheriff of the High Court for Inanda, Area 1 to the highest bidder.

Erf 975, KwaMashu H, Registration Division FT, Province of KwaZulu-Natal in extent three hundred and eighty five (385) square metres with the address of H975 KwaMashu.

The following improvements are furnished but nothing is guaranteed in this regard: The property has been improved by the erection of a block plastered under tile roof dwelling with water and electricity facilities comprising of 4 bedrooms, lounge, kitchen, toilet and bathroom (inside), 1 garage, burglar guards/gates and precast wall on one side.

Zoning—Residential.

The sale shall be subject to the terms and conditions of the High Court and the Rules made thereunder and the Purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court for the Inanda District, Area 1, 1st Floor, 12 Groom Street, Verulam.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref: Ms Singh/I070.6927/01.)

Case No: 7926/2001

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

In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and MZIWAKHE ABSALOME CHAMANE, Defendant

In pursuance of a judgment granted on the 12 October 2001 in the Magistrate's Court for the District of Inanda held at Verulam and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 18 January 2002 at 10h00 at the front entrance to the Magistrate's Court Building, Moss Street, Verulam.

Description: Erf 1410, Ntuzuma E, Registration Division FT, Province of KwaZulu-Natal, in extent 387 (three hundred and eighty seven) square metres held by Deed of Transfer No.: TG 2875/1991 (KZ).

Street address: Ownership Unit No.: E1410, Ntuzuma.

Improvements: A single storey brick under asbestos dwelling comprising of: 2 bedrooms, lounge, kitchen, toilet & bathroom. Water & lights facilities.

Zoning: Residential (nothing guaranteed).

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

The full conditions of the sale may be inspected at the offices of the Sheriff, 1st Floor, 12 Groom Street, Verulam.

Dated at Durban on the 22nd day of November 2001.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 11th Floor, First National Bank Building, corner of Smith & Field Streets, Durban. (Ref: Mr H. SHOZI/AM/38/I017/147.)

Case Number: 5509/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JONATHAN KRISHNA N.O, First Defendant, JONATHAN KRISHNA, Second Defendant, and PRISCILLA KRISHNA, Third Defendant

In terms of the judgment of the above Honourable Court dated the 17 August 2000 a sale in execution will be held on 15 January 2002 at 10h00 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder without reserve:

Portion 849 of Erf 101 Chatsworth, Registration Division FT, situate in the Durban Metropolitan Unicity Municipality, Province of KwaZulu-Natal, in extent 186 (one hundred and eighty six) held by Deed of Transfer No. T2753/1989.

Physical address: 128 Palm Road, Croftdene, Chatsworth.

Zoning: Residential.

Improvements: The following information is furnished but not guaranteed: A semi-detached double storey block under asbestos roof dwelling comprising of: 2 x bedrooms, lounge, kitchen, toilet, bathroom.

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

The Purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a Bank or Building Society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the Purchaser to the Sheriff within 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, Chatsworth, 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Durban this 11th day of December 2001.

D H Botha, for Strauss Daly Inc, Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street. (Ref: Mr Botha/N0183/892/MM.)

Case Number: 7782/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and VASAGI SINGH N.O., First Defendant, and VASAGI SINGH, Second Defendant

In terms of a judgment of the above Honourable Court dated the 13 October 2000 a sale in execution will be held on 15 January 2002 at 10h00 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder without reserve:

Portion 242 of Erf 85 Chatsworth, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent 1395 (one thousand nine hundred and five) square metres, held by the Deed of Transfer No. T26713/1992.

Physical address: 19 Aviswood Road, Silverglen, Chatsworth.

Zoning: Residential.

Improvements: The following information is furnished but not guaranteed: 1 semi double storey brick under tile roof dwelling comprising of 4 bedrooms, lounge, diningroom, 2 kitchens, 2 toilets/bathroom, toilet, verandah, balcony, swimming pool. *Outbuilding:* 3 rooms, kitchen (1 toilet/bathroom).

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

The Purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a Bank or Building Society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the Purchaser to the Sheriff within 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, Chatsworth, 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Durban this 11 December 2001.

D H Botha, Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street. (Ref: Mr Botha/N0183/928/MM.)

Case No: 4278/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and THULANI GODFREY NGCOBO, First Defendant, and THOKO MILDRED NGCOBO, Second Defendant

In pursuance of a Judgment granted in the High Court the immovable property listed hereunder will be sold in execution on the 16 January 2002 at 10h00 at the Sheriff's Office, V1030, Block C, Room 4, Umlazi.

Description of property: Ownership Unit 812 in extent 306 square metres, in the Township of Umlazi, Unit No. 3 in the District of Umlazi.

Represented and described on General Plan B.A. 54/1972.

Improvements: Freestanding dwelling consisting of: Lounge, dining room, 4 bedrooms, kitchen, bathroom, toilet, floors have tiles boundary has wire mesh fencing.

Property address: C 812 Unit 3 Umlazi.

Zoning: Residential.

Nothing in the above is guaranteed:

The full conditions of sale may be inspected at the offices of the Sheriff, V1030, Room 4, Umlazi and the Magistrate's Court, Umlazi.

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

A Christopher Inc., 6th Floor, Permanent Building, 343 Smith Street, Bay Passage Entrance, Durban. (Ref: Mrs Govender/sg/N.123.)

Case No. 10437/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and GOVINDASAMY MOODLIAR, First Defendant, ADIVALOO MOODLIAR, Second Defendant, ANAND MOODLIAR, Third Defendant, ARNAND PROPERTIES (PTY) LTD, Fourth Defendant, SIVANI PROPERTIES (PTY) LTD, Fifth Defendant, and LOT 548 ISIPINGO CC, Sixth Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at 296 Jan Smuts Highway, Mayville, Durban, at 10:00 am on Thursday the 17th January 2002 to the highest bidder without reserve:

Lot 2321, Isipingo (Extension No. 12), situate in the Borough of Amanzimtoti and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 7 389 (seven thousand three hundred and eighty nine) square metres, held under Deed of Transfer No. T5769/1983.

Physical address: 27 Prospectron Road, Prospectron, Natal.

Zoning: Industrial.

The property consists of the following: Business premises being a double storeyed building of brick under tiled roof: *Upstairs:* 1 boardroom, 5 offices, 2 toilets each with hand basins, 2 toilets. *Downstairs:* Reception area, 4 offices, 5 toilets with 4 hand basins, kitchen with fitted cupboards, 1 stockroom, 1 factory, 1 change-room with 7 toilets, 4 showers & 4 hand basins, 1 canteen.

The property is fully fenced with concrete walls.

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

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

2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 19th day of November 2001.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J A Allan/S.15168/Sandra.)

Case No. 2305/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and NONHLANHLA CONSTANCE MTHIMKHULU N.O., Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at The Sheriff's Office, V1030 Block C, Room 4, Umlazi, at 10:00 am on Wednesday the 16th January 2002 to the highest bidder without reserve:

Site No. AA 1430, situated in the Township of Umlazi, District of Umlazi, in extent 250 (two hundred and fifty) square metres, held under Certificate of Right of Leasehold No. G00496/93.

Physical address: AA1430, Umlazi, Natal.

Zoning: Special Residential.

The property consists of the following: Freestanding block under tile roof dwelling comprising 2 bedrooms, 1 dining room, 1 kitchen, 1 bathroom, 1 toilet.

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

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

2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, V1030 Block C, Room 4, Umlazi, Natal.

Dated at Durban this 20th day of November 2001.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J A Allan/S.17589/BD.)

Case No. 4512/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and NTOKOZO CYRIL NGWENYA, Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at the Sheriff's Office, V1030, Block C, Room 4, Umlazi at 10h00 on Wednesday, 16th January 2002 to the highest bidder without reserve:

1. *Property to be sold:* Site No. 110, situate in Umlazi Y, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 200 square metres, held under Certificate of Registered Grant of Leasehold No. G002536/93.

2. *Physical address:* No. Y110, Umlazi.

3. *The property consists of the FF:* 1 living room, 2 bedrooms, 1 bathroom, 1 kitchen.

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

4. *Conditions of sale:*

4.1 The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.

4.2 The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Umlazi, V1030, Room 4, Umlazi.

Dated at Durban this 21 day of November 2001.

Raj Bodasing, M. A. Singh & Co., Plaintiff's Attorneys, 157 Stamford Hill Road, Morningside, Durban. [Tel. (031) 312-4301.] [Fax. (031) 312-4301.] (Dx 115, Durban.) (Ref. JBC/SBCD/0157.)

Case No. 3126/98

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

In the matter between: RICHARDS BAY TRANSITIONAL LOCAL COUNCIL, Plaintiff, and JAFTA NKOSI (aka JAPHTA) (ID. No: 3501075212088), Defendant

In pursuance of a judgment granted on the 25th day of February 1999 in the above Court, and a Writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in Execution, to the highest bidder on the 22nd day of January 2002 at 9h00 a.m. in front of the Magistrate's Court Building, Mtunzini.

1. (a) *Deeds Office Description:* Erf 16, Vulindlela A, Registration Division GU, situate in the uMhlathuze Municipality Area, Administrative district of Natal, Province of KwaZulu-Natal, measuring in extent 1486 (one thousand four hundred and eighty six) square metres.

1. (b) *Street address:* A16 Vulindlela Township, district of Mtunzini.

1. (c) *Improvements* (not warranted to be correct): Vacant Site, the property is undeveloped.

1. (d) *Zoning/Special Provileges or Exemptions* (not warranted to be correct). Special Residential Zoning, no special privileges or exemptions.

2. The Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court, 8 Hulley Avenue, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

4. The Defendant is invited to approach the Plaintiff before the date of sale regarding arrangements for payment of the outstanding debt.

Dated at Richards Bay on this 21st day of November 2001.

Truter James De Ridder Inc (Judgment Creditor's Attorneys), Suite 9, Bateleur Park, Krugerrand, CBD, Richards Bay. c/o Du Toit Incorporated, P O Box 59, Mtunzini, 3867. Ref: Colls/KJ/04/R499/842.

Case No. 5153/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between: RICHARDS BAY TRANSITIONAL LOCAL COUNCIL, Plaintiff, and LINDANI EMMANUEL DLUDLA, Defendant

In pursuance of a judgment granted on the 30th day of August 2000 in the above Court, and a Writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in Execution, to the highest bidder on the 22nd day of January 2002 at 9h00 a.m. in front of the Magistrate's Court Building, Mtunzini.

1. (a) *Deeds Office Description:* Erf 2229, Esikhawini J, Registration Division GU, situate in the uMhlathuze Municipality Area, Administrative district of Natal, Province of KwaZulu-Natal, measuring in extent 375 (three hundred and seventy five) square metres.

1. (b) *Street address:* J2229 Esikhawini Township, district of Mtunzini.

1. (c) *Improvements* (not warranted to be correct): Vacant Site, the property is undeveloped.

1. (d) *Zoning/Special Provileges or Exemptions* (not warranted to be correct). Special Residential Zoning, no special privileges or exemptions.

2. The Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court, 8 Hulley Avenue, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

4. The Defendant is invited to approach the Plaintiff before the date of sale regarding arrangements for payment of the outstanding debt.

Dated at Richards Bay on this 21st day of November 2001.

Truter James De Ridder Inc (Judgment Creditor's Attorneys), Suite 9, Bateleur Park, Krugerrand, CBD, Richards Bay. C/o Truter James De Ridder Inc, 1 Lincoln's Inn, 7 Maxwell Street, Empangeni. Ref: Colls/KJ/04/R899/149.

Case No: 3253/01

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between: BUSINESS PARTNERS LIMITED, Plaintiff, and EWASO INVESTMENTS (PTY) LTD, First Defendant, HENRICO SCHOEMAN DU PLESSIS, Second Defendant, and STEPHANIE ALETTA FRONEMAN, Third Defendant

In pursuance of a judgment of the High Court of South Africa, dated 17 October 2001 the Writ of Execution dated 18 October 2001 the immovable property listed hereunder will be sold in execution on Thursday, the 17th day of January 2002 at 10 am at the entrance to the Magistrate's Court, Howick to the highest bidder:

Rem of Portion 94 of the farm Wilde Als Spruit No. 1085, Registration Division FT, Province of KwaZulu-Natal in extent 6,2158 hectares as hypothecated by Mortgage Bond B6563/2000.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the High Court Act and Rules made thereunder, and of the Title Deed insofar as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Four bedroomed en suite, lounge, diningroom, kitchen, scullery and one office. Shed with toilet and electricity. This is not to be construed as a warranty.

3. The purchase price shall be paid in full by way of cash or bank guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 16,75% per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the High Court, Howick, immediately prior to the sale may be inspected at his office at Suite 11/12, Stocklands Centre, Cnr. Somme & Market Streets, Howick.

A H R Louw, Plaintiff's Attorneys, Geyser Liebetrau Du Toit & Louw, 380 Loop Street, Pietermaritzburg. (Ref: AL/gd/B17L.)

Case No: 5926/2001

IN THE HIGH COURT OF SOUTH AFRICA

Durban and Coast Local Division

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and RAVEEN SAYWERTH, First Defendant, and MANUSHA SAYWERTH, Second Defendant

In execution of a Judgment granted by the above Honourable Court on 15 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 23 January 2002 to the highest bidder without reserve, namely:

Erf 24978, Pinetown, Registration Division FT, situate in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 606 (Six Hundred and Six) square metres, which property is physically situate at 18A Trafalgar Place, 35 Trafalgar Park, Pinetown, KwaZulu-Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. T39034/2000.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a Brick under Tile dwelling in a complex consisting of: 2 Bedrooms; 1 Kitchen; 1 Bathroom; 1 Lounge. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold "voetstoots")

Special title deed condition: Neither the erf, nor any further subdivisions, nor any unit thereon as defined in the Sectional Titles Act, 95 of 1986, shall be transferred to any person until he has bound himself to become and remain a member of the Trafalgar Park Homeowner's Association for the duration of his ownership and a clearance certificate has been issued.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consent 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, Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown and at the offices of Ewing, Adams & Associates, Mafavuke House, 28 Old Main Road, Hillcrest.

Dated at Hillcrest this 11th day of December 2001.

Ewing, Adams & Associates, Plaintiff's Attorneys, Mafavuke House, 28 Old Main Road, Hillcrest; P O Box 59, Hillcrest, 3650. Tel: (031) 765-5937. (Ref: M van Walsem.) c/o Millar & Reardon, 13th Floor, 85 on Field, 85 Field Street, Durban.

Case No. 5542/99

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 ANTOINETTE LABUSCHAGNE, 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, 12 January 2002.

Property description: Erf 318, Ramsgate, Registration Division ET, Province of KwaZulu-Natal, in extent 1 340 square metres, held under Deed of Transfer No. T26925/1987;

Physical address of property: Erf 318, Kirkcaldy Place, Ramsgate.

Zoning: Special Residential.

Improvements: Dwelling under Brick & Tile, consisting of Veranda; Kitchen; Laundry; 2 Bathrooms; Lounge; Dining Room; 3 Bedrooms. *Outbuildings:* Under Brick & Asbestos, consisting of Double Garage and Workshop Area; 2 Servant's Rooms; Toilet & Shower.

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 offices of the Plaintiff's attorneys.

Dated at Port Shepstone on this the 7th day of December 2000.

Barry, Botha & Breytenbach Inc, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. ERB/NP352/01NP01352.

Case No 4461/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between: RICHARDS BAY TRANSITIONAL LOCAL COUNCIL, Plaintiff, and ISAAC CYRIL CHIRWA, Defendant

In pursuance of a judgment granted on the 14th day of August 2000 in the above Court, and a Writ of Execution issued thereafter the immovable property listed hereunder shall be sold in Execution, to the highest bidder on the 22nd day of January 2002 at 09h00 a.m. in front of the Magistrate's Court Building, Mtunzini.

1. (a) *Deeds Office Description:* Erf 1130, Esikhawini H, Registration Division GU, situate in the uMhlathuze Municipality Area, Administrative district of Natal, Province of KwaZulu-Natal, measuring in extent 422 (four hundred and twenty two) square metres.

1. (b) *Street Address;* H1130 Esikhawini Township, district of Mtunzini.

1. (c) *Improvements* (not warranted to be correct): A single storey building that is unfenced with plastered walls and a tiled roof. (No further information available).

1. (d) *Zoning/Special Privileges or Exemptions* (not warranted to be correct): Special Residential Zoning, no special privileges or exemptions.

2. The Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court, 8 Hurlley Avenue, Mtunzini.

3. The sale shall be by public auction in terms of Section 66 (2) of the Magistrate's Court Act.

4. The Defendant is invited to approach the Plaintiff before the date of sale regarding arrangements for payment of the outstanding debt.

Dated at Richards Bay on this 1st day of November 2001.

Truter James De Ridder Inc (Judgment Creditor's Attorneys), Suite 9, Bateleur Park, Krugerrand, CBD, Richards Bay; c/o Truter James De Ridder Inc, 1 Lincoln's Inn, 7 Maxwell Street, Empangeni. Ref: Colls/ KJ/04/R899/114.

Case No. 1447/2001

IN THE HIGH COURT OF SOUTH AFRICA

Natal Provincial Division

STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and KHAB'ZO BEVERAGE DISTRIBUTORS CC, First Defendant, and BONGANI PATRICK MKHIZE, Second Defendant

Take notice that in execution of a judgment by default against the second defendant in the above court, a sale in execution, without reserve, will be held by the High Court Sheriff on the front steps of the Magistrate's Court, Bell Street, Greytown on Friday, 18 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 1120, Greytown (Extension No. 12), Registration Division F.T., situate in the Greytown Transitional Local Area, Province of KwaZulu, in extent 3542 (Three Thousand Five Hundred and Forty Two) square metres, held by the second defendant under Deed of Transfer No. 16673/1999;

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

1. *Address of property:* Bell Street Extension, Greytown Industrial Area, Greytown, KwaZulu-Natal.

2. *The town planning zoning of the property is:* Industrial.

3. *Improvements to the property,* although nothing is guaranteed: A Warehouse of brick and block under an iron roof.

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

Dated at Pietermaritzburg on this 26 day of November 2001.

Plaintiff's Attorneys, Venn, Nemeth & Hart Inc.

Case No. 19644/99

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

In the matter between: BOE BANK LIMITED (Registration No. 51/00847/06), Plaintiff, and LEKHOABA PAUL GUGUSHE, Defendant

In pursuance of a Judgment in the Court of the Magistrate at Pietermaritzburg dated 9 September 1999 the following immovable property will be sold in execution on Thursday, 17th January 2002 at 10h00 in front of the Kokstad Magistrate's Court, Kokstad to the highest bidder:

Lot 856, Bhongweni, Registration Division ES, situate in the Kokstad Transitional Local Council Area, Province of KwaZulu-Natal, in extent 300 (three hundred) square metres;

The following information is furnished regarding the property, but is not guaranteed: The property is physically situate at Lot 856, Bhongweni, Kokstad, which property consists of land improved by a single storey dwelling house under block and tile comprise 2 bedrooms, 1 bathroom, 1 w.c., lounge and kitchen. No outbuildings.

Material condition of sale:

The Purchaser shall pay ten (10%) per cent of the Purchase Price in cash at the time of Sale and the balance shall be paid or secured by a Bank or Building Society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, Kokstad within fourteen (14) days of the Date of Sale. The full Conditions of Sale can be inspected at the Office of the Sheriff of Court, 25 Scott Street, Kokstad 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 1st day of December 2001.

Attorneys for Plaintiff (RAJP Dawson), Dawsons, 271 Prince Alfred Street, Pietermaritzburg. (Ref: Mr Dawson/Rabia/N0660/00.)

Case No. 10798/96

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

In the matter between MASOLINI G. DLAMINI, Judgment Creditor, and GADANA S. MATSHOBA, Judgment Debtor

In execution of a judgment of the Magistrate's Court for the District of Pinetown in the above matter, a sale will be held at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown on the 16th day of January 2002 at 10h00, of the undermentioned property of the Execution Debtor:

Property description: Site No. A620 in extent 472 (four hundred and seventy two) square metres as shown on General Plan No. 487/1985, situated in the Township of KwaDabeka, District of Pinetown.

Physical address: A620 KwaDabeka Township.

Improvements: Blocks under clay tiles roofing consisting of: 1 x bedroom, 1 x lounge room, 1 x bathroom, 1 x kitchen, 1 x toilet.

Town-planning zoning: Residential.

Material conditions and terms:

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 cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 21 (twenty one) days after the date of sale, to be approved by the Execution Creditor's attorneys.

3. Payment of value-added tax which may be applicable in terms of Act 89 of 1991, shall be borne by the purchaser.

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

5. Transfer will be effected by the Attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys. The Court Sheriff shall not be obliged to point out any boundaries, pegs or beacons in respect of the property.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Pinetown, 62 Caversham Road, Pinetown.

Dated at Durban on this 5th day of December 2001.

HTN Gumede & Company, Judgment Creditor's Attorneys, 106 Queen City, 54 Queen Street, Durban. (Docex 221.) (Ref. SMM/gzb/B93.)

Case No. 5616/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED, Plaintiff, and SEWCOOMAR MUNIAH, 1st Defendant, and JASODHRA MUNIAH, 2nd Defendant

The following property will be sold in execution on the 21 January 2002 at 9h00 at the Sheriff's Office, 1 Trevenen Road, Lotusville, Verulam, by the Sheriff of the High Court, Verulam to the highest bidder without reserve:

Description: Erf 1359, Verulam (Extension No. 15), Registration Division FU, situate in the Province of KwaZulu-Natal, in extent seven hundred and eleven (711) square metres, held under Deed of Transfer No. T13233/1982.

Physical address: 69 Dianthus Road, Brindhaven, Verulam.

The following information is furnished but not guaranteed:

Improvements: Single storey brick under tile dwelling consisting of: Main bedroom (carpeted), 2 other bedrooms (carpeted, 1 with b.i.c.), lounge (carpeted), diningroom (tiled), kitchen (tiled b.i.c.), toilet (tiled), toilet and bathroom combined (tiled), iron manual gates, cemented driveway, 2 sides brick fencing & 2 sides wire fencing, burglar guards.

Outbuilding: Brick under tile dwelling consisting of: 2 bedrooms (carpeted), lounge (carpeted), kitchen (tiled), toilet, shower, burglar guards.

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, Area 2, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban this 26th day of November 2001.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, cnr Smith & Field Streets, Durban. (Tel. 327-4012.) (Ref. Mr G A Pentecost/CG/46N180 509.)

Case No. 1776/2001

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and BHEKIZWE AMOS SHOZI, Defendant

In pursuance of judgment granted on 27 August 2001 in the Umlazi Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 16 January 2002 at 10h00, the Sheriff's Office V1030 Block C, Room 4, Umlazi to the highest bidder:

Description: Erf 11, Umlazi Y, Registration Division FT, situate in the Durban Metropolitan Unicity Municipality, Province of KwaZulu-Natal, in extent 288 m^2, held by Deed of Grant TG2437/1993 KZ.

Physical address: Ownership Unit No. Unit 11, Umlazi Y, Umlazi.

Improvements: A single storey brick/block plastered under concrete tile dwelling (42 m^2) consisting of: 1 x lounge, 2 x bedrooms, 1 x kitchen, 1 x bathrooms. Municipal electricity, water supply and sanitation: Local authority. *Improvements:* Sanitary fittings, walling, built in cupboards. Nothing is guaranteed in respect of such improvements on the property.

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, except where the purchaser is the Execution Creditor, shall pay a deposit of ten per cent of the purchase price immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, Strauss Daly Incorporated, 21 Aliwal Street, Durban, to be furnished to the Sheriff for the Magistrate's Court within 14 days of the date of the sale.

The full conditions may be inspected at the offices of the Sheriff, V1030, Block C, Room 4, Umlazi and the Magistrate's Court, Umlazi or at the offices of Strauss Daly Inc.

Dated at Durban this 23 November 2001.

M Phungula, Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street, Durban. (Ref. Mrs Jarrett/KFC1/1475.)

Case No. 9521/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and SIKHATHI KINGDOM KHULUSE, Defendant

In terms of a judgment of the above Honourable Court dated the 27th February 2001 a sale in execution will be held on Friday the 18th January 2002 at the front entrance of the Magistrate's Court, Moss Street, Verulam at 10h00, to the highest bidder without reserve:

Site No. 1712, kwaMashu K, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent three hundred and sixty four (364) square metres, held under Deed of Transfer No. TG10250/1987 (KZ).

Physical address: K1712 KwaMashu.

The following information is furnished but not guaranteed:

Improvements: Face brick under tiled roof dwelling comprising of 3 bedrooms, lounge, kitchen, toilet & bath, garage, burglar guards, water and lights facilities (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 1, 1st Floor, 12 Groom Street, Verulam.

Dated at Durban this 23rd day of November 2001.

D H Botha, Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street, Durban, 4001. (Docex No. 27.) (Tel. 304-3433.) (Ref. Mr Botha/mg/A0038/1547.)

Case No. 3130/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and SAGREN IYEN, Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at the Sheriff's Salesroom, No. 1 Ridge Road, Cato Ridge at 11h00 on Friday, 18th January 2002 to the highest bidder without reserve:

1. *Property to be sold:* Sub 319 (of 38) of the farm Sterkspruit No. 907, situate in the Port Natal–Ebhodwe Joint Services Board, Administrative District of Natal, in extent 9,6371 hectares, held under Deed of Transfer No. T24614/92.

2. *Physical address:* No. 38 Peacevale, Hillcrest.

3. *The property consists of the ff:* 2 living rooms, 3 bedrooms, 3 bathrooms, 1 kitchen, 1 scullery. Nothing in this regard is guaranteed and the property is sold voetstoots.

4. *Conditions of sale:*

4.1 The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.

4.2 The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Camperdown, 1 Ridge Road, Cato Ridge.

Dated at Durban this 29th day of October 2001.

Raj Bodasing, M. A. Singh & Co., Plaintiff's Attorney, 157 Stamford Hill Road, Morningside, Durban. [Tel. (031) 312-4301.] [Fax (031) 312-4301.] (Dx 115, Durban.) (Ref. JBC/SBCD/0130.)

Case Number: 1064/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and MICHAEL DUMISANI NGCOBO, Defendant

In terms of a judgment of the above Honourable Court dated the 4 April 2001 a sale in execution will be held on 16 Januarie 2002 at 10h00 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder without reserve:

A Unit consisting of:

1. Section No. 4 as shown and more fully described on Sectional Plan No. SS 508/1995, in the scheme known as Sandhurst Dales, in respect of the land and building or buildings situate at New Germany, in the Durban Metropolitan Unicity Municipality of which section the floor area according to the Sectional Plan is 74 (seventy four) square metres in extents;

2. an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan, held under Deed of Transfer No. ST23386/1999.

3. An exclusive use area being Garden No. G4, in extent 397 square metres, held by Notarial Deed of Cession of Exclusive use No. SK1044/1999S.

Physical address: No. 8 Sandhurst Dales, 6 Keary Place, New Germany.

Zoning: Residential.

Improvements: The following information is furnished but not guaranteed: A flat consisting of: Lounge, diningroom, kitchen, 2 x bedrooms, bathroom & carport.

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

The Purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a Bank or Building Society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the Purchaser to the Sheriff within 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, Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 28 November 2001.

D H Botha, Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street. (Ref: Mr Botha/S0026/540/MM.)

Case Number: 9639/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban Coast Local Division)

In the matter between NEDCOR BANK LTD, Plaintiff, and SUGANDRAN NAICKER, First Defendant, and LOGANIE NAICKER, Second Defendant

In terms of a judgment of the above Honourable Court dated the 6 February 2001 a sale in execution will be held on 18 January 2002 at 10h00 at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Erf 661 Stonebridge, Registration Division FU, Province of KwaZulu-Natal, in extent five hundred and sixty three (563) square metres, held under Deed of Transfer No. T20102/2000.

Physical address: 26 Towerbridge Gardens, Stonebridge, Phoenix.

Zoning: Residential.

Improvements: The following information is furnished but not guaranteed: A block under asbestos double storey dwelling comprising of: *Upstairs:* 2 bedrooms, *Downstairs:* Lounge, kitchen, toilet/bathroom together, water & light facilities.

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

The Purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a Bank or Building Society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the Purchaser to the Sheriff within 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, Inanda Area 1, 1st Floor, 12 Groom Street, Verulam.

Dated at Durban this 1st day of December 2001.

D H Botha, Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street. (Ref: Mr Botha/N0183/943/MM.)

Case Number: 9177/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and BRIAN DHIVYADHURSHANDAM DAVIDS N.O., First Defendant, and EMMANUEL KARUNADHARSHANAM DAVIDS N.O., Second Defendant, NITHYAVATHY DAVIDS, Fourth Defendant, BRIAN DHIVYADHURSHANDAM DAVIDS, Fifth Defendant

In terms of a judgment of the above Honourable Court dated the 3 November 1999 a sale in execution will be held on 15 January 2002 at 10h00 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, highest bidder without reserve:

Portion 1633 (of 1874) of Erf 104, Chatsworth, Registration Division FT, Province of KwaZulu-Natal, in extent 405 (four hundred and five) square metres, held by Deed of Transfer No. T12108/1979.

Physical address: 114 Camper Drive, Havenside, Chatsworth.

Zoning: Residential.

Improvements: The following information is furnished but not guaranteed: A double storey block under tile roof dwelling comprising of: 3 bedrooms, lounge, kitchen, toilet/bathroom, awnings.

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

The Purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the Purchaser to the Sheriff within 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, Chatsworth, 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Durban on this 29th day of November 2001.

D. H. Botha, Strauss Daly Inc, Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street. (Ref.: Mr BOTHA/N0183/648/MM.)

Case No: 661/2000

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

In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and MATHABO KHOTLE, Defendant

In pursuance of judgment granted on 23 January 2001 in the Umbumbulu Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 18 January 2002, at 10h00, east entrance to the Magistrate's Court Umbumbulu, to the highest bidder:

Description: Erf 1879, Kwamakhutha A, Registration Division ET, situate in the Durban Metropolitan Unicity Municipality, Province of KwaZulu-Natal, in extent 325 m^2 held under Deed of Grant No. TG1333/1985/KZ.

Physical address: 1879 Unit A Kwa Makutha.

Improvements: A single storey brick/block plastered under asbestos dwelling (54 m^2) consisting of: 3 x bedrooms, 1 x lounge, 1 x kitchen, 1 x bathroom. Municipal Electricity, Water Supply and Sanitation: Local Authority. *Improvements:* Kitchen units, sanitary fittings, E/L over & hob, walling.

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

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, except where the Purchaser is the Execution Creditor, shall pay a deposit of ten per cent of the purchase price immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, Strauss Daly Incorporated, 21 Aliwal Street, Durban, to be furnished to the Sheriff for the Magistrate's Court within 14 days of the date of the sale.

The full conditions may be inspected at the offices of the Sheriff, Umbumbulu Lot No. 9, or at the offices of Strauss Daly Inc.

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

M. Phungula, Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street, Durban. (Ref. Mrs JARRETT/KFC1/1453.)

Case No. 3013/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Execution Creditor, and PATRICK JACK BROWN, First Execution Debtor, and OLWYN B BROWN, Second Execution Creditor

Pursuant to a judgment of the abovementioned Honourable Court dated 16 October 2001 the undermentioned immovable property will be sold by the Sheriff, Pietermartizburg, by public auction on Friday, the 18th day of January 2001 at 10h00, in the forenoon at the Sheriff's Office, 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal:

The immovable property is: Portion 66 of Erf 621, Pietermaritzburg, Registration Division FT, in the Province of KwaZulu-Natal, in extent 1 143 square metres.

Postal address: 13 David Baxter Road, Pietermaritzburg, KwaZulu-Natal.

Improvements: Single-storey dwelling with brick walls and tiled roof, fitted carpets, tiles and parquet floors, lounge, dining-room, kitchen, 3 bedrooms, 1 bathroom and 1 w.c. *Outbuilding:* 1 garage, 2 carports, serants' quarters and 1 w.c.

Zoning: Special Residential.

Nothing is guaraneed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal, provide *inter alia,* for the following:

1. The purchaser shall pay a deposit of 10% of the purchase price in cash on the date of sale to the Sheriff.

2. The balance of the purchase price, shall be paid by the purchaser to the Sheriff on the date of transfer, together with interest at the rate of 13,5% per annum, compounded monthly, in advance, on the amount of the Plaintiff's Judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater; such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the purchaser, both days inclusive, which shall be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff, within 14 days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Pietermaritzburg on this 6th day of December 2001.

W. O. N. James, for Shepstone & Wylie Tomlinsons Inc., Plaintiff's Attorney, 165 Pietermaritz Street, Pietermaritzburg. (Ref. WONJ/SS/01N0006/01.)

Case No. 705/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between B O E BANK LIMITED, Plaintiff, and SIPHO ISAIAH MASUKU, First Defendant, and EUGINIA ZODWA MASUKU, Second Defendant

In pursuance of a judgment granted on 5 March 2001, in the High Court of South Africa (Durban and Coast Local Division) and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by the public auction, to the highest bidder for cash by the Sheriff of the High Court, Port Shepstone, on the steps of the Magistrate's Court, Port Shepstone, on 21 January 2002 at 10h00, or so soon thereafter as possible:

Address of dwelling: A1987, Gamalakhe.

Description: Ownership Unit No. 1987, situate in the Township of Gamalakhe, in the District of Izingolweni, in extent 372 (three hundred and seventy-two) square metres.

Improvements: A single-storey dwelling under tile roof with fitted carpets comprising of lounge, dining-room, kitchen, 4 bedrooms, 1 bathroom, 1 toilet and 1 garage.

Material conditions:

1. Nothing in the above is guaranteed.

2. The sale shall be subject to the terms and conditions of the High 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 High 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 14,50% 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 High Court, Port Shepstone, 16 Bisset Street, Port Shepstone.

Dated at Durban this 5th day of December 2001.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban. (Ref. J. P. Cox/tp/N4417.)

Case No. 4005/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: B O E BANK LIMITED, Plaintiff, and LINGATHARAN MURUVA GOVENDER, Defendant

In pursuance of a judgment granted on 25 August 2000, in the High Court of South Africa (Durban and Coast Local Division) 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 High Court, Port Shepstone, at the front entrance of the Magistrate's Court, Port Shepstone, on 21 January 2002 at 10h00 or so soon thereafter as possible:

Situated at Sub 1 of Lot 972, Snipe Street, Port Shepstone, opposite 46 Snipe Street, Port Shepstone.

Description: Sub 1 of Lot 972, Port Shepstone, situate in the Marburg Town Board Area and in the Lower South Coast Regional Water Services Area, Administrative District of Natal, in extent one thousand three hundred and seventy (1 370) square metres.

Improvements: A single storey dwelling under tiled roof comprising of lounge, diningroom, kitchen, 3 bedrooms, 2 bathrooms, 2 toilets and outbuilding comprising of 2 garages and toilet & shower combined.

Material conditions:

1. Nothing in the above is guaranteed.

2. The sale shall be subject to the terms and conditions of the High 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 High 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 14,50% 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 High Court, Port Shepstone.

Dated at Durban on this the 12th day of December 2001.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban. (Ref: J. P. Cox/tp/N4258.)

Case No: 9563/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: B O E BANK LIMITED (formerly known as N B S BOLAND BANK LTD), Plaintiff, and ISRIN PILLAY, First Defendant, DHAVAGEE PILLAY, Second Defendant

In pursuance of a judgment granted on the 16th of November 1999, in the High Court of South Africa (Durban and Coast Local Division), the following immovable property belonging to the Defendants, will be sold in execution on the 18th of January 2002 at 10.00 a.m. at the front entrance of the Magistrate's Court Building at King Shaka Street, KwaDuguza/Stanger to the highest bidder:

Property description: Erf 317, Highridge (Extension No. 1), Registration Division FU, situate in the KwaDukuza-Stanger Transitional Local Council Area, Province of KwaZulu-Natal, in extent 513 (five hundred and three) square metres, held under Deed of Transfer No T32936/1991 on the 20 December 1991. (A certified copy of the title has been issued to serve as the original under VA1121/1993.)

Physical address: 52 Canna Road, Windy Heights, Stanger.

Improvements: The property is a brick under tile dwelling consisting of kitchen with built in cupboards and Marley tiled floors, dining room with built in cupboards and Marley tiled floors, lounge with Marley tiled floors, 3 bedrooms with Marley tiled floors (one with built in cupboards), bathroom tiled.

Other improvements: Property is fenced.

Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court Stanger at 116 King Shaka Street, Stanger and at the offices of Thorpe & Hands Incorporated, Suite 2522, 320 West Street, Durban, during normal office hours.

Dated at Durban on this 5th day of December 2001.

Thorpe & Hands Inc., Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref: Mr K. Walker/ic/08/N359/484.)

Case No: 10062/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: B O E BANK LIMITED, Plaintiff, and RABICHAND RAMSARUP, First Defendant, NIRMALA RAMSARUP, Second Defendant

In pursuance of a judgment granted on 25th January 2000 in the High Court of South Africa (Durban and Coast Local Division) 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 High Court, Chatsworth at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth on 15 January 2002 at 10h00 or so soon thereafter as possible:

Address of dwelling: 62 Road, 718, Montford, Chatsworth.

Description: Portion 2457 (of 2294) of Erf 107, Chatsworth, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal in extent 209 (two hundred and nine) square metres.

Improvements: A semi-detached single storey dwelling under asbestos roof dwelling comprising of 4 bedrooms, 1 lounge, 1 diningroom, 1 kitchen, 1 toilet and servants' quarters.

Material conditions:

1. Nothing in the above is guaranteed.

2. The sale shall be subject to the terms and conditions of the High 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 High 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 15,50% 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 High Court, Chatsworth.

Dated at Durban on this the 4th day of December 2001.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban. (Ref: J. P. Cox/tp/N4143.)

Case No. 8087/2001

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

In the matter between ITHALA FINANCE CORPORATION, Plaintiff, and SIPHO SYDNEY MSOMI, 1st Defendant, ZANELE ALZINE MSOMI, 2nd Defendant

In pursuance of judgment granted on 12/10/2001, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 18/01/2002 at 10 am at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Erf 1050, Kwa Mashu M, Registration Division FT, Province of KwaZulu-Natal, in extent three hundred and sixty three (363) square metres.

Postal address: M 1050 Kwa Mashu.

Zoning: Residential.

Improvements: Brick plastered under asbestos roof dwelling comprising 2 bedrooms, lounge, kitchen, toilet/bath (inside), burglar gates, lights facilities, no water facilities.

Held by the Defendants in their name under Deed of Transfer No. TG2118/92 KZ.

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

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

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

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

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 1st Floor, 12 Groom Street, Verulam.

Dated at Umhlanga Rocks this 14th day of December 2001.

M. A. Callaghan, Gavin Gow & Pearse, Plaintiff's Attorneys, Dx 1, Umhlanga, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks.

Case No. 8115/2001

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and EPHRAIM KWAZI MBONAMBI, 1st Defendant, NCAMISILE FAITH MBONAMBI, 2nd Defendant

In pursuance of judgment granted on 12/10/2001, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 18/01/2002 at 10 am at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Erf 1420, Ohlanga, Registration Division FT, Province of KwaZulu-Natal, in extent eight hundred and eighty five (885) square metres.

Postal address: 1420 Ohlanga.

Zoning: Residential.

Improvements: Block under asbestos dwelling comprising 1 bedroom, kitchen, electricity but no water facilities.

Held by the Defendants in their name under Deed of Transfer No. TF 68/1993.

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

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

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

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

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 1st Floor, 12 Groom Street, Verulam.

Dated at Umhlanga Rocks this 14th day of December 2001.

M. A. Callaghan, Gavin Gow & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks.

Case No. 3349/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and KRISHNAN NAIDOO, First Defendant, PREMILA DEVI NAIDOO, Second Defendant

In pursuance of a judgment granted in the above action the immovable property listed hereunder will be sold in execution on the 1 February 2002 at 10:00 a.m. at the offices of the Sheriff for the High Court at 17 Drummond Street, Pietermaritzburg.

Description of property: Portion 19 of Erf 1410, Pietermaritzburg, Registration Division, Province of KwaZulu-Natal in extent 669 (six hundred and sixty nine) square metres, held under Deed of Transfer No. T 40187/2000.

Street address: 259 Bombay Road, Northdale, Pietermaritzburg.

Improvements: 1 block asbestos roof dwelling comprising of: 3 bedrooms, 1 lounge, 1 store room, 1 kitchen, 1 bathroom.

Zoning: Residential area.

Nothing in the above is guaranteed.

Material conditions of sale: The Purchaser shall pay ten per cent (10%) 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, No. 17 Drummond Street, Pietermaritzburg within fourteen (14) days of the date of sale. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, No. 17 Drummond Street, Pietermaritzburg, 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 the 26th day of November 2001.

A. K. Essack, Morgan Naidoo & Company, Plaintiff's Attorneys, 311 Pietermaritz Street, Pietermaritzburg. (Ref. Mr M. Naidoo/pm.)

Case No. 19535/99

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

In the matter between BOE BANK LIMITED (Registration No. 51/00847/06), Plaintiff, and NKOSIKHONA HEADMAN MBANJWA, First Defendant, and JULIA MBANJWA, Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 1 September 1999 the following immovable property will be sold in execution on Friday, 25 January 2002 at 11h00 at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg to the highest bidder:

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

The following information is furnished regarding the property but is not guaranteed: The property is physically situate at Site 976, Edendale East BB, Pietermaritzburg which property consists of land improved by a single storey dwelling house under brick and tile comprising 2 bedrooms, 1 bathroom, 1 w.c., lounge and kitchen. No outbuildings.

Material conditions of sale: The purchaser shall pay ten (10%) per cent 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 Magistrate's Court, Pietermaritzburg within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg 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 19th day of December 2001.

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

Case No. 1545/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between BOE BANK LIMITED (Registration No. 51/00847/06), Plaintiff, and WENLAUR HAVEN CC No. 35623/97, First Defendant, LAURICE BEVERLEY GREENLY, Second Defendant, and WENDY MAY ADAMS, Third Defendant

In execution of a judgment of the High Court of South Africa (Natal Provincial Division), the following immovable property belonging to the abovenamed Defendant, will be sold in execution on Friday, 25 January 2002 at 09h30 by the Sheriff of the High Court at 17 Drummond Street, Pietermaritzburg to the highest bidder, without reserve:

Sub 10 of Lot 540, Pietermaritzburg, situate in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal in extent 2 170 (two thousand one hundred and seventy) square metres;

Sub 15 of Lot 540, Pietermaritzburg situate in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal in extent 70 (seventy) square metres, both held under Deed of Transfer T7308/97.

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

1. The property is situate at 6 Surrey Road, Scottsville, Pietermaritzburg, KwaZulu-Natal.

2. The property is improved with a detached single storey dwelling house under brick and corrugated iron, comprising 4 bedrooms, 2 bathrooms, 2 showers, 4 w.c.'s, lounge, diningroom, entrance hall, kitchen and pantry. There are fitted carpets and wood strip, q/tiles throughout. Outbuildings comprise 2 garages, 1 storeroom, servant's quarters and w.c., and the property is further improved with a flatlet comprising 1 bedroom, lounge, kitchen and shower/bathroom, and a swimming pool. The property is fully alarmed with intercom, brick boundary walls, paving and electric gates.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 17 Drummond Street, Pietermaritzburg.

Dated at Pietermaritzburg this 19th day of December 2001.

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

Case No. 3838/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between BOE BANK LIMITED (Registration No. 1951/000847/06), Plaintiff, and SATHIAANUNDHA NAIDOO, First Defendant, and MARCIA BERNARDETTE NAIDOO, Second Defendant

In execution of a judgment of the High Court of South Africa (Natal Provincial Division), the following immovable property belonging to the abovenamed Defendant, will be sold in execution on Friday, 25 January 2002 at 09h30 by the Sheriff of the High Court at 17 Drummond Street, Pietermaritzburg to the highest bidder, without reserve:

Section No. 5, as shown and more fully described on Sectional Plan No. SS488/98, in the scheme known as Paradise Gardens in respect of the land and building or buildings situate at Pietermaritzburg, in the Pietermaritzburg–Msunduzi Transitional Local Council Area, of which section the floor area, according to the said Sectional Plan, is 101 (one hundred and one) square metres in extent;

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST16201/1998.

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

1. The property is situate at No. 5, Flat No. 5, Paradise Gardens, Orient Heights, Pietermaritzburg, KwaZulu-Natal.

2. The property is simplex, comprising 3 bedrooms, $1^1/_2$ bathrooms, 1 shower, 2 w.c.'s, lounge, diningroom and kitchen. Other facilities comprise a garden, parking, and bin area.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 17 Drummond Street, Pietermaritzburg.

Dated at Pietermaritzburg this 18th day of December 2001.

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

Case No. 3034/01

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between SUPER STAR MILLING (PTY) LIMITED, Plaintiff, and ISMAIL SULAIMAN PATEL, First Defendant, and RIAZ SULAIMAN PATEL, Second Defendant

In execution of a judgment of the High Court of South Africa (Natal Provincial Division), the following, $^1/_2$ undivided share in the immovable property belonging to Second Defendant, will be sold in execution on Friday, the 18th January 2002 at 09h00 by the Sheriff of the High Court, 17 Drummond Street, Pietermaritzburg to the highest bidder, without reserve:

Portion 75 of Erf No. 835, Pietermaritzburg, Registration Division FT, situate in the Msunduzi Municipality, Province of KwaZulu-Natal, in extent 2 183 (two thousand one hundred & eighty three) square metres.

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

1. The property is situate at 54 Villiers Drive (Portion 75 of Erf No. 835), Pietermaritzburg, KwaZulu-Natal.

2. The property is improved with a detached single storey dwelling house under brick and tiles, comprising of: Entrance hall leading into main lounge with fireplace, diningroom, TV lounge, kitchen with bic, (3) three bedrooms, main bedroom ensuite, (1) one common bathroom and 1 w.c. basement comprises (1) one lounge leading onto entertainment area with built in braai area and swimming pool. (1) One room used as an office, 1 w.c. and washroom, (1) one guest room with 1 w.c. and shower and one store room. Outbuildings comprise (1) one servant's room. The property has a double carport, concrete fencing in front, a tarred driveway and side wire fencing.

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

Dated at Pietermaritzburg this 7th day of December 2001.

Lister & Lister, Plaintiff's Attorneys, 11th Floor, ABSA Building, 194 Longmarket Street, Pietermaritzburg. (RIL/AB/phh/01/S7304.)

Case No. 3034/01

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between SUPER STAR MILLING (PTY) LIMITED, Plaintiff, and ISMAIL SULAIMAN PATEL, First Defendant, and RIAZ SULAIMAN PATEL, Second Defendant

In execution of a judgment of the High Court of South Africa (Natal Provincial Division), the following, $^1/_5$th undivided share in the immovable property which is subject to a life usufruct in favour of Hajra Patel and belonging to First & Second Defendants respectively, will be sold in execution on Friday, the 18th January 2002 at 09h00 by the Sheriff of the High Court, 17 Drummond Street, Pietermaritzburg to the highest bidder, without reserve:

Erf 180 of Lot Five Registration Division FT, situate in the Msunduzi Municipality, Province of KwaZulu-Natal, in extent 534 (five hundred & thirty four) square metres.

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

1. The property is situate at 84 Helston Road (Erf 180, Lot Five), Allandale, Pietermaritzburg, KwaZulu-Natal.

2. The property is improved with a detached single storey dwelling house under brick and tiles, comprising (4) four bedrooms, lounge, kitchen, diningroom, (1) one common bathroom and 1 w.c. Outbuildings comprise (1) one servant's room and 1 w.c. The property has a single garage attached to the main building.

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

Dated at Pietermaritzburg this 7th day of December 2001.

Lister & Lister, Plaintiff's Attorneys, 11th Floor, ABSA Building, 194 Longmarket Street, Pietermaritzburg. (RIL/AB/phh/01/S7304.)

Case No. 1154/01

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

In the matter between PORT SHEPSTONE LOCAL COUNCIL, Execution Creditor, and R. G. PAINE, Execution Debtor

In pursuance of a judgment granted on the 9th April 2001 in the Court of the Magistrate in Port Shepstone and under Writ of Execution issued, the immovable property listed hereunder will be sold in execution on Friday, the 18th day of January 2002 at 11:00 am in front of the Magistrate's Court, Port Shepstone, to the highest bidder:

Description: A certain piece of land being Portion 6 of Erf 449, Umtentweni, Registration Division ET, situate in the Hibiscus Coast Municipality Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent two thousand nine hundred and ninety three (2 993) square metres, held under Deed of Transfer No. T22010/1997 subject to the restrictive conditions of title contained therein.

Improvements: Dwelling under brick/tile consisting of lounge, d/room, open plan kitchen, 2 bedrooms, 1 bedroom with bath, toilet & basin, 1 toilet/bath/basin/shower, single garage & bar, servant's quarters with toilet & shower.

Town planning zoning: Special Residential.

Special privileges: Nil.

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

S. A. Ebrahim & Associates, Execution Creditor's Attorneys, Court House Road, Port Shepstone, 4240. (Ref. Coll/sr/P.274.)

Case No. 1791/2000

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

In the matter between: CLASSIC LINTEL & HARDWARE, Plaintiff, and K SUBRAMONEY (PREGGIE), Defendant

In pursuance of a Judgment in the above Honourable Court dated 8 March 2000 and an attachment made by the Sheriff of the Magistrate's Court, in terms of a warrant of Execution issued in terms of the said Judgment, the undermentioned immovable property will be sold by the Sheriff at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, at 10h00 on 16 January 2002.

Description: Erf 369, Webedagt, Registration Division FT, situated in the Inner West Local Council, Province of KwaZulu-Natal, in extent three hundred and ten (310) square metres.

Postal address: CNR Hydrangea Place & Astor Close.

Improvements: Consists of only slab and foundation.

Mortgage bond: Nil.

Held by the Defendant in his name under Deed of Transfer No. T33904/1998.

The Conditions of Sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Pinetown.

Dated at Chatsworth this 27th day of November 2001.

T. Deosaran & Company, 491 Arena Park Drive, Arena Park, Chatsworth. (Ref. MN/C157.) C/o Essack & Hansa, P O Box 310, Pinetown, 3600.

Case No. 3206/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: FIRSTRAND BANK LIMITED, Plaintiff, and GORDON PILLAY, 1st Defendant, and SHOHANA PILLAY, 2nd Defendant

1. The following property shall be sold by the Sheriff for the High Court, Inanda District Area 1 on the 18th day of January 2002 at 10h00 at the front entrance of the Magistrate's Court, Moss Street, Verulam to the highest bidder without reserve:

Erf 536 Whetstone, Registration Division FT, Province of KwaZulu-Natal, in extent two hundred and ninety-four (294) square metres, held under Deed of Transfer No. T19353/1998 and having physical address at 24 Creststone Road, Whetstone, Phoenix, KwaZulu-Natal and which, without anything being warranted thereby, is zoned Residential and is improved by a dwelling comprising lounge; kitchen; 2 bedrooms; bathroom; w.c.

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 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 1st Floor, No. 12 Groot Street, Verulam. [Tel: (032) 533-1037.]

Dated at Durban this 21st day of November 2001.

W N Mann, Plaintiff's Attorneys, for John Koch & Company, Suite 709, 7th Floor First National Bank Building, cnr Smith and Field Streets, Durban. (Ref. WNM/EB/F3641.)

Case No. 3332/1998

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and WILLEM JACOBUS BOTHA, 1st Defendant, and MARTINE HELENE BOTHA, 2nd Defendant

In pursuance of a judgment granted on the 16th February 1999 in the above Court, and a Writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on the 22nd day of January 2002 at 09h00 at the steps of the Magistrate's Court, Mtunzini.

1. (a) *Description:* Lot 766 Mtunzini, Extension No. 8, situated in the Mtunzini Transitional Local Council Area, Province of KwaZulu-Natal, in extent measuring 1 119 (one thousand and one hundred and nineteen) square metres.

(b) *Street address:* 8 Witpeer Avenue, Mtunzini.

(c) *Improvements* (not warranted to be correct): Brick under tile single storey dwelling consisting of lounge, dining-room, open plan kitchen, three bedrooms, two bathrooms, and single garage.

(d) *Zoning/special privileges or exemptions:* Special Residential Zoning, no special privileges or exemptions.

2. The Conditions of Sale may be inspected at the office of Sheriff of the Magistrate's Court, Hulley Street, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 12th day of December 2001.

Kloppers Incorporated, First Floor, Partdridge Place, Richards Bay; P O Box 1659, Richards Bay. (Ref. Mr Kloppers/dd/08/A051/018.)

Case No: 783/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between: FREEDOM CEBOLENKOSI K NGUBANE, Plaintiff, and AUBREY THULASIZWE GUMBI, Defendant

In the execution of the judgment of the High Court of South Africa (Natal Provincial Division), the following immovable property owned by the above-named Defendant, will be sold in execution on the 11th day of January 2002 at 10.00 a.m. in front of the Magistrate's Court, 77 Gladstone Street, Dundee, to the highest bidder for cash, without reserve:

Erf 1554, Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal, in extent 4,2912 (four comma two nine one two) hectares; and held under Deed of Transfer No. T14067/1999.

1. The property is situate at 9 Catteral Drive, Dundee, KwaZulu-Natal, held under Deed of Transfer No. T14067/1999.

2. The property is a vacant agricultural plot.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff, Dundee and at the offices of J Leslie Smith & Co, 332 Loop Street, Pietermaritzburg, KwaZulu-Natal during normal office hours.

Dated at Pietermaritzburg this 29 day of November 2001.

J Leslie Smith & Company, Plaintiff's Attorneys, 332 Loop Street, Pietermaritzburg. (Ref: Mr V Daly/11N0006/01.)

Case No: 2256/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between: ABSA BANK LIMITED, Plaintiff, and CHRISTOPHER MAYNARD PETERS, Defendant

In the execution of the judgment of the High Court of South Africa (Natal Provincial Division), the following immovable property owned by the above-named Defendant, will be sold in execution on the 11th day of January 2002 at 9.30 a.m. at the Sheriff of the High Court, 17 Drummond Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

Portion 432 (of 431) of the farm Belfort Estate No. 14040, Registration Division FT, in the Pietermaritzburg-Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 356 (three hundred and fifty-six) square metres, and held under Deed of Transfer No. T22103/99.

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

1. The property is situate at 28 Belfort Road, Northdale, Pietermaritzburg, KwaZulu-Natal.

2. The property has been improved by the construction thereof of: Brick under tile, 3 bedrooms, lounge, kitchen and 2 bathrooms.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff, Pietermaritzburg and at the offices of J Leslie Smith & Co, 332 Loop Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg this 11 day of December 2001.

J Leslie Smith & Company, Plaintiff's Attorneys, 332 Loop Street, Pietermaritzburg. (Ref: Colls/jl/13A0029/00.)

Case No: 21/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between: ABSA BANK LIMITED, Plaintiff, and MR ZEPRHIED MHLONIPHENI NGUBANE, Defendant

In the execution of the judgment of the High Court of South Africa (Natal Provincial Division), the following immovable property owned by the above-named Defendant, will be sold in execution on the 11th day of January 2002 at 9.30 a.m., at the Sheriff of the High Court's Office, 17 Drummond Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

Portion 7 of Erf 2110, Pietermaritzburg, Registration Division FT, situate in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 464 square metres, and held under Deed of Transfer No. T9173/98.

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

1. The property is situate at 7 Oxford Street, Pietermaritzburg.

2. The property has been improved by the construction thereof of: Brick under tile, lounge, diningroom, 3 bedrooms, kitchen, 2 bathrooms, one garage.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff, Pietermaritzburg, and at the offices of J Leslie Smith & Co, 332 Loop Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg this 11 day of December 2001.

J Leslie Smith & Company, Plaintiff's Attorneys, 332 Loop Street, Pietermaritzburg. (Ref: Colls/jl/13A0001/00.)

Case No. 3147/98

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and PRETTY MANINGI MAGUSHU, Defendant

In execution of a judgment of the High Court of South Africa (Natal Provincial Division), the following immovable property owned by the above-named Defendant, will be sold in execution on the 11th day of January 2002 at 11:00 a.m., at the Magistrate's Court, Bell Street, Greytown, to the highest bidder for cash, without reserve:

Erf 1026, Enhlalakahle, Registration Division FT, in the Greytown Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 288 square metres and held under Deed of Transfer No. T26247/1997.

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

1. The property is situate at 1026 Enhlala Kahle, Greytown.

2. The property has been improved by the construction thereof of: Brick under tile dwelling consisting of living-room, 2 bedrooms, kitchen and bathroom with water closet.

The conditions of sale may be inspected at the aforesaid offices of the Sheriff, Greytown, and at the offices of J Leslie Smith & Co., 332 Loop Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg this 11th day of December 2001.

J. Leslie Smith & Company, Plaintiff's Attorneys, 332 Loop Street, Pietermaritzburg. (Ref. Colls/jl/13A0012/98.)

Case No. 10472/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and BENIRAM DEVEDUTHRAS, First Defendant, and SANDHYA DEVEDUTHRAS, Second Defendant

1. In pursuance of a judgment obtained in the above Court on 8 July 1999, against the Defendants and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 21 January 2002 at 09h00, at the Offices of the Sheriff of the High Court, Inanda Area 2, 1 Trevennen Road, Lotusville, Verulam:

2. *Description:* (1) Lot 4280, Tongaat (Extension No. 31), situate in the Township of Tongaat, and in the North Coast Regional Water Services Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent of two hundred and forty-nine (249) square metres, held under Deed of Transfer No. T8143/89, subject to the conditions therein contained.

Improvements: Double-storey brick under tile dwelling comprising of: *Upstairs:* 2 bedrooms (b.i.c. incomplete). *Downstairs:* 1 bedroom (tile, b.i.c.) Open plan lounge (carpeted) and dining-room (tiled), kitchen (tiled, b.i.c., hob, eye level oven), toilet and shower, 1 balcony, double electronic gates, iron manual gates, cemented driveway, brick and iron fencing and burglar guards.

Postal address: 24 Marine Drive, Sea Tides, Tongaat.

3. Nothing is guaranteed in the above respects.

3.1 The above sale shall be subject to the terms and conditions of the Rules of the above Honourable Court.

3.2 The Area in which the property is situated in zoned residential.

4. *Terms:*

4.1 10% of the purchase price to be paid in cash immediately after the sale.

4.2 The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.

4.3 The purchaser shall be liable for the payment of interest to the Execution Creditor at the rate of 18.00% p.a. from the date of sale to date of registration of transfer, and to the Bondholder at the prescribed rate of interest as set out in the conditions of sale.

4.4 Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.

4.5 The full conditions of sale may be inspected at the Offices of the Sheriff for the High Court, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban on this 18th day of November 2001.

Jackson & Ameen, Attorney for Execution Creditor, Suite 15, 2nd Floor, Mangrove Beach Centre, 91 Somtseu Road, North Beach, Durban. (Ref. Coll/AA/PK/05N349004.)

Case No. 3503/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and L. COETZEE, First Defendant, and L. J. COETZEE, Second Defendant

The following property will be sold in execution to the highest bidder on Wednesday, 16 January 2002 at 10h00 am, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, KwaZulu-Natal, namely:

Certain: A unit consisting of (a) Section No. 18, as shown and more fully described on Sectional Plan No. SS181/81, in the scheme known as Redfern, in respect of the land and building or buildings situate at Pinetown, in the Local Area Authority of Pinetown, of which section the floor area, according to the said sectional plan is 98 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.

The property is improved, without anything warranted by: Dwelling under brick and tile consisting of: A flat consisting of dining-room/lounge, kitchen, 3 bedrooms with b.i.c., separate bathroom, separate toilet and carport.

Physical address is: Flat 126, Unit 18, Redfern, Bohmer Road, New Germany.

The material terms are 10% deposit, balance payable on transfer, guarantees within 21 days of sale.

The full conditions can be inspected at the offices of the Sheriff, High Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, KwaZulu-Natal.

A. T. Kitching, for Geyser, Liebetrau, Du Toit & Louw, 7 Greathead Lane, Pinetown. (Tel. 702-0331.) (Ref. ATK/BC/T1035.)

Case No. 1718/2001

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

In the matter between THE BODY CORPORATE of the building known as FAIRHAVEN, Execution Creditor, and LOT 2202 LA LUCIA CC, Execution Debtor

In pursuance of a judgment granted on the 19th day of July 2001, in the Magistrate's Court, Verulam, and under a writ of execution issued thereafter, the immovable property listed under will be sold in execution on Monday, the 21st day of January 2002 at 09h00, at the Sheriff's Sales Rooms, 1 Trevenan Road, Lotus Ville, Verulam, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Inanda Area 2, at the time of the sale:

Description: (a) Section No. 5, as shown and more fully described on the Sectional Plan No. SS198/1994, in the scheme known as "Fairhaven" in respect of land and building(s) situated at La Lucia, and the Local Authority of the Thekwini Municipality, of which floor area according to the said sectional plan is 90 square metres.

(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 section plan, held under Certificate of Registered Sectional Title No. ST7353/1994.

Physical address: Unit No. 8, Fairhaven, Sunningdale, Umhlanga.

Improvements: Improved land consisting of a brick under asbestos semi-detached dwelling consisting of: 2 bedrooms, lounge, dining-room, kitchen, toilet and bathroom, en-suite in main bedroom, bedrooms are carpeted, lounge, dining-room and kitchen, toilet and bath fully tiled.

Zoning: Residential.

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 property shall be sold to the highest bidder at the sale.

3. The purchaser (other than the Execution Creditor) shall pay 10% of the purchase price in cash or by bank-guaranteed cheque immediately the sale is concluded, such amount to be held in an interest bearing trust account by the Sheriff with interest accruing to the purchaser and the balance upon transfer of the property into his name, to be secured by a bank or building society guarantee delivered to the Sheriff of the Court within seven (7) days of the date of sale.

4. The purchaser shall be liable for payment of interest at the rate of 15,5% per annum to the Execution Creditor, and at the rate applicable to the Bondholder in respect of Mortgage Bond No. SB8820/1994, in the respective amounts of the award and the plan of distribution from the date of sale to the date of registration of transfer, both days inclusive.

5. The transfer shall be effected by De Wet & O'Dwyer Attorneys & Conveyancers and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.

6. Should the purchaser fail to carry out any of the conditions of sale, the 10% deposit referred to above will be forfeited. The full conditions may be inspected at the offices of the Sheriff of the Court, Inanda Area 2.

Dated at Ballito on this 26th day of November 2001.

(Signed): J. M. de Wet, for De Wet & O'Dwyer Attorneys, Salmon Bay House, 24 Compensation Beach Road (P.O. Box 160), Docex 4, Ballito, 4420. (Ref. Mr de Wet/sr/B.47/Colls.)

Case No: 1718/2000

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and GERTRUIDA ANNA MAGDALENA VAN NIEKERK, 1st Defendant, HENDRIK JOHANNES VAN NIEKERK, 2nd Defendant

In pursuance of a judgment granted on the 01/08/2000 in the Court of the Magistrate, Durban and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on the 17/01/2002 at 10h00 at Ground Floor, 296 Jan Smuts Highway (cnr Bruro Cres), Mayville.

Description: Portion 45 of Erf 2, Bluff, Registration Division FU, situate in the Durban Metropolitan Unicity Municipality, Province of KwaZulu-Natal, held by Deed of Transfer No. T8414/1988, in extent one thousand three hundred and sixty-five (1 365) square metres.

Street address: 27 Sheffield Grove, Bluff, Durban.

Improvements: A dwelling consisting of: Lounge, 4 bedrooms, kitchen, 2 bathrooms & toilets, garage, storeroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

Town planning zoning: Special 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, No. 32 of 1944 as amended, and the rules made thereunder.

2.1 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 guarantees shall be delivered by the Purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The Purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditors claim) until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the Purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said Attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban South, 101 Lejaton, 40 St Georges Street, Durban.

Dated at Durban on this 29th day November 2001.

D. H. Botha, Strauss Daly, Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street, Durban, 4001; P.O. Box 4974, Durban, 4000. [Tel. (031) 304-3433.] (Ref: Mr Botha/mg/V0513/1.)

Case No. 13963/99

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

In the matter between: THE OUTER WEST LOCAL COUNCIL, Plaintiff, and S. SIBIYA, 1st Defendant, M. SIBIYA, 2nd Defendant

In pursuance of judgment in the above action immovable property listed hereunder shall be sold in execution to the highest bidder on the 16 day of January 2002, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown at 10h00.

Description: Erf 2508, Kloof (Extension No. 12), Registration Division FT, situate in the Durban Metropolitan Unicity Municipality Area, Province of KwaZulu-Natal, in extent of 910 square metres, held by Deed of Transfer No. T5925/93 KZ.

Physical address: 5 Daisy Lane, Wyebank, Kloof.

Improvements: Brick dwelling under tile, comprising of 3 bedrooms (en-suite), dressing room, bathroom/toilet, lounge, dining room, kitchen—garage.

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

2. The Purchaser shall pay 10% of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.

3. The full conditions may be inspected at the office of the Sheriff Pinetown or at Dickinson & Theunissen.

Vivian Hugh Clift, Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

Case No. 5956/99

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

In the matter between: MALCOLM SPENCE, t/a BRAEBURN MILLING, Plaintiff, and DEVENDREN RAMSAMY, Second Defendant

In pursuance of a judgment and writ of execution of this court, the immovable property listed hereunder will be sold in execution on 21 January 2002 at 9 am, by the Magistrate's Court Sheriff at the Sheriff's Office, 1 Trevenen Road, Lotus Ville, Verulam, to the highest bidder, with/without reserve, subject to the conditions of sale:

A 1/2 share in and to Erf 77, Ottawa, Registration Division FU, situated in the North Local Council Area, Province of KwaZulu-Natal, in extent 4 125 square metres, held under Deed of Transfer T21971/1993.

The physical address for the above mentioned property is 41 Old Main Road, Ottawa, Verulam.

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

Zoning: Commercial.

Improvements:

Brick under slab building comprising of 10 occupants.

Occupier 1: Ottawa Vet, 1 shop divided into 2 cubicles, toilet & burglar guards.

Occupier 2: Salon Sharona, 1 shop with toilet.

Occupier 3: Dentist-Dr. M Moodliar, 1 shop (2 cubicles), toilet.

Occupier 4: Surgery: Dr. S Pillay, 1 shop (2 cubicles), toilet, burglar guards.

Occupier 5: Ottawa Butchery, 1 room with a cold storage facility, toilet, lock up doors (garage doors).

Occupier 6: Globes Supermarket, 1 shop with basement, cold storage facility, 1 office, burglar guards, air conditioning.

Occupier 7: Globes Bottle Store, 1 shop with basement, cold room, office, burglar guards.

Occupier 8: Premises vacant, 1 shop with toilet, burglar guards.

Occupier 9: S & H Video Shop, 1 shop, burglar guards.

Occupier 10: Strikes Action Bar, a bar area, a tab area with office, kitchen, restaurant, a urinal, 2 toilets, separate car park for approximately 12 cars.

Occupier 11: Gold Entertainment, 1 room.

Tarred car park with parking bays for approximately 32 cars.

Although nothing in this regard is guaranteed.

Dated at Durban on this 18th December 2001.

Heads Browne van Wyk, Plaintiff's Attorneys, 6th Floor, Morningside Chambers, 510 Windermere Road, Durban, Dx 392, c/o Rita Sahadew & Associates, Suite 1, Evergreen Court, 31 Groom Street, Verulam. (Ref. CM/02S011001/jm.)

Case Number 1655/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between: SAAMBOU BANK LIMITED (Reg. No. 87/05437/06), Plaintiff, and DAVIS BRIAN BONGINKOSI DUBE (ID No. 6608265507081), 1st Defendant, and THANDEKILE MAJOLA (ID No. 7001120453080), 2nd Defendant

Pursuant to an order of the High Court of South Africa (Natal Provincial Division), Pietermaritzburg and writ of execution dated the 26 July 2000 the following property will be sold by public auction to the highest bidder on Thursday, the 17th day of January 2002 at 10h00 am, at 296 Jan Smuts Highway, Mayville, Durban, KwaZulu/Natal:

Sub 1125, of the farm Mobeni No. 13538, sitauted in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal in extent 461 (four hundred and sixty one) square metres known as: 23 Francis Place, Woodlands, Durban, KwaZulu/Natal (Zoning-General Residential) with the following improvements although this information relating to the property is furnished but not guaranteed in any way:

1 x lounge, 3 x bedrooms, 1 kitchen, 1 x bathroom and toilet, 1 x shower and toilet, 2 x garages, 1 x servants quarters with 1 x shower and toilet.

Conditions of sale: The property will be sold to the highest bidder on the conditions laid down in the conditions of sale which may be perused at the offices of the Sheriff, Durban South, or at the offices of the Plaintiff's Attorneys, 181 Burger Street, Pietermaritzburg, KwaZulu/Natal.

Schoerie Hayes & Macpherson Inc., 181 Burger Street, Pietermaritzburg. (Ref. MAH/evdw/S471L.)

Case No. 26808/2000

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

In the matter between: SAAMBOU BANK LIMITED (Reg. No. 87/05437/06), Plaintiff, and HENDRIK LUCAS CORNELIUS VAN STADEN (ID No. 711227 5162 085), Defendant

Pursuant to a judgment of the Court of the Magistrate, Pietermaritzburg, dated 19 October 2000 and writ of execution dated 9 November 2000 the immovable property listed hereunder will be sold in execution on Friday, the 18th day of January 2002 at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, at 11h00 to the highest bidder:

Sub 9 (of 8) of Lot 3127, Pietermaritzburg, situate in the Pietermaritzburg-Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 793 (seven hundred and ninety three) square metres and held by the Defendant under Deed of Transfer T28767/96 (Physical address: 44 Nienaber Road, Napierville, Pietermaritzburg, KwaZulu-Natal).

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 Rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Three (3) bedrooms, one (1) lounge, one full (1) bathroom, one (1) dining room, one (1) kitchen and one (1) garage.

3. The purchase price shall be paid as to 10% thereof on the signing of the conditions of sale, and the full balance together with interest on the full amount of the Plaintiff's claim at the rate of 14,5% per annum to date of payment, without fourteen (14) days, to be paid or secured by an approved bank or building society guarantee.

4. The full conditions of sale which will be read out by the Messenger of Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg.

Schoerie, Hayes & Macpherson Inc., Plaintiff's Instructed Attorney, 181 Burger Street, Pietermaritzburg. (Ref. MAH/evdw/S221L.)

Case No. 3427/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between: SAAMBOU BANK LIMITED (Reg. No. 87/05437/06), Plaintiff, and STHOKOZISI PRUDENCE MAGUBANE N.O., herein cited in her capacity as the duly appointed executor of the deceased estate of: THOKO JEATH ZUNGU (ID No. 6003070702087)

Pursuant to an order of the High Court of South Africa (Natal Provincial Division), Pietermaritzburg and writ of execution dated the 29 October 2001 the following property will be sold by public auction to the highest bidder on Friday, the 18th day of January 2002 at 10h30 am, at the Sheriff's Office, 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal:

Sub 57 of Lot 1485, Pietermaritzburg, situated in the Pietermaritzburg-Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal in extent 579 (five hundred and seventy nine) square metres and known as: 25 Wanderers Crescent, The Grange, Pietermaritzburg, KwaZulu-Natal. (Zoning-General Residential) with the following improvements although this information relating to the property is furnished but not guaranteed in any way: 1 x lounge/dining room, 3 x bedrooms, 1 kitchen, 1 x full bathroom, 1 x carport.

Conditions of sale: The property will be sold to the highest bidder on the conditions laid down in the conditions of sale which may be perused at the offices of the Sheriff, Pietermaritzburg, or at the offices of the Plaintiff's attorneys, 181 Burger Street, Pietermaritzburg, KwaZulu-Natal.

Schoerie Hayes & Macpherson Inc., 181 Burger Street, Pietermaritzburg. (Ref. MAH/evdw/S440L.)

Case No. 5542/99

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 ANTOINETTE LABUSCHAGNE, 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 bidderr without reserve in front of the Magistrate's Court, Port Shepstone, at 10h00, on Friday, 18 January 2002.

Property description: Erf 318, Ramsgate, Registration Division ET, Province of KwaZulu-Natal, in extent 1 340 square metres, held under Deed of Transfer No. T26925/1987.

Physical address of property: Erf 318, Kirkcaldy Place, Ramsgate.

Zoning: Special Residential.

Improvements: Dwelling under brick and tile consisting of: Veranda, kitchen, laundry, lounge, dining-room, 3 bedrooms and 2 bathrooms. *Outbuildings:* Under brick and asbestos consisting of: Double garage and workshop area, 2 servants' rooms, 1 servants toilet and shower.

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 offices of the Plaintiff's attorneys.

Dated at Port Shepstone on this 28th day of November 2001.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. ERB/NP352/01NP01352.)

Case No. 8187/01

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and PHOMOLANG EMMANUEL MOLOI, Defendant

In pursuance of a judgment granted on 12 October 2001 in the Magistrate's Court for the District of Inanda held at Verulam, and a writ of execution issued on 16 October 2001, the immovable property listed hereunder will be sold in execution on 18 January 2002 at 10:00 a.m., at the front entrance, Magistrate's Court Building, Moss Street, Verulam:

Description: Erf 431, Inanda A, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in exent 295 (two hundred and ninety-five) square metres.

Street address: A431 Inanda Township, Verulam.

Zoning: Special Residential.

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

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

1. The purchaser shall pay a deposit of ten percent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

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

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

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

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

Dated at Durban this 18th day of December 2001.

Kuboni & Shezi Attorneys, Execution Creditor's Attorneys, 3rd Floor, 40 Masonic Grove, Durban, DX 124. (Ref. NEM/ad/KFC/Ithala Sub 74.)

Case No. 888/2001

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION, Plaintiff, and MUZIKAYISE MANYATHI, Defendant

In pursuance of a judgment granted on 19 July 2001 at the Verulam Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 18 January 2002 at 10:00 am, at the Sheriff Sales Room, No. 1 Ridge Road, Cator Ridge (opposite the Cato Ridge Library) to the highest bidder:

Description: Ownership Unit No. 1846, in the Township of Mpumalanga B, Registration Division FT, situate in the Outer West Local Council Area, Province of KwaZulu-Natal, measuring 423 (four hundred and twenty-three) square metres, held by Deed of Grant No. TG1990/97 (KZ), subject to the conditions contained therein and especially to the reservation of Mineral Rights.

Physical address: B 1846 Mpumalanga Township, Harmmarsdale.

Zoning: Special Residential.

Improvements: Double-storey block and tile building consisting of 3 bedrooms, 1 dining-room, 1 kitchen, 1 bathroom, 1 lounge and 1 garage.

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

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, except where the purchaser is the Execution Creditor, shall pay a deposit of ten per cent of the purchase price immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, S D Moloi & Associates, Suites 1110–1113, 11th Floor, Tower "C", Salisbury Centre, 349 West Street, Durban, 4001, to be furnished to the Sheriff for the Magistrate's Court within 14 days of the date of the sale.

The full conditions may be inspected at the offices of the Sheriff Offices, at the Sheriff Sales Room, No. 1 Ridge Road, Cator Ridge (opposite the Cato Ridge Library), or at the offices of S D Moloi & Associates.

Dated at Durban on this 21st day of December 2001.

S. D. Moloi & Associates, Plaintiff's Attorneys, Suites 1110–1113, 11th Floor, Tower "C", Salisbury Centre, 349 West Street, Durban. (Ref. AAN/pbm/H2001-135.)

Case No. 24639/00

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

In the matter between ST NICHOLAS DIOCESAN SCHOOL, Execution Creditor, and LILY KHANYILE, Execution Debtor

In execution of a judgment of the Magistrate's Court, Pietermaritzburg, the following immovable property belonging to the above-named Defendant, will be sold in execution on the 25th day of January 2002 at 11h00, by the Sheriff of the Magistrate's Court, at the Sheriff's Sales Room, 227 Berg Street, Pietermaritzburg, to the highest bidder without reserve:

Erf 884, Pietermaritzburg, Registration Division FT, in the Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 194 (one thousand one hundred and ninety-four) square metres.

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

1. The property is situate at 10 Riveerton Road, Scottsville, Pietermaritzburg, KwaZulu-Natal.

2. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the Offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg this 10th day of December 2001.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. DHP/U3/S0029/I0.)

MPUMALANGA

Saak No. 9317/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en FREDERICK EVERARD JAMES HOLTZ, 1ste Eksekusieskuldenaar, en JOHANNA GERTRUIDA HOLTZ, 2de Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 2 Februarie 2000 toegestaan is, op 16 Januarie 2002 om 11h00, te Pelikaanstraat 14, Reyno Ridge, Uitbreiding 6, in eksekusie verkoop sal word ooreenkomstig die Verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Rhodestraat, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 703, geleë in die dorpsgebied van Reyno Ridge, Uitbreiding 6, Registrasie Afdeling JS, Mpumalanga, groot 1 002 (een nul nul twee) vierkante meter, gehou kragtens Akte van Transport T38232/97.

Straatadres: Pelikaanstraat 14, Reyno Ridge, Uitbreiding 6.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word "voetstoots" verkoop.

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

Geteken te Witbank op hierdie 9 dag van November 2001.

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

Saak Nr. 6314/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen NEDCOR BANK BEPERK, Eiser, en NGCWELE SIMON SHONGWE, Verweerder

Ingevolge die Vonnis in bogenoemde Agbare Hof verkry op 26 Julie 2000 en 'n Lasbrief vir Eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusie skuldenaar op 16 Januarie 2002 om 10:00 te Landdroskantoor Witbank, Delvillestraat, Witbank aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 1966, geleë in die dorp Phola, Registrasie Afdeling JS, Mpumalanga.

Beskrywing van eiendom: 2 x slaapkamers, 1 x badkamer, 1 x kombuis, 1 x sitkamer, groot 368 (driehonderd agt en sestig) vierkante meters.

Geteken te Secunda op hede hierdie 30ste dag van November 2001.

(Get) A J G Viljoen, vir Vos Viljoen & Becker Ingelyf, p/a Nedbank–Witbank, Presidentlaan, Witbank; Posbus 1750, Secunda, 2302. [Tel. (017) 631-2550.]

Saak Nr. 2150/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen NEDCOR BANK BEPERK, Eiser, en PHAHLE GEORGE TSHIGO, Verweerder

Ingevolge die Vonnis in bogenoemde Agbare Hof verkry op 2 Mei 2000 en 'n Lasbrief vir Eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusie skuldenaar op 16 Januarie 2002 om 10:00 te Landdroskantoor, Delvillestraat, Witbank, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 1971, Uitbreiding 4, geleë in die dorp Kwa-Guqa, Registrasie Afdeling JS, Mpumalanga.

Beskrywing van eiendom: 2 x slaapkamers, 1 x badkamer, 1 x kombuis, 1 x sitkamer, groot 200 (tweehonderd) vierkante meters.

Geteken te Secunda op hede hierdie 30ste dag van November 2001.

(Get) A J G Viljoen, vir Vos Viljoen & Becker Ingelyf, p/a Nedbank–Witbank; Posbus 1750, Secunda, 2302. [Tel. (017) 631-2550.]

Saak No. 3568/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen NEDCOR BANK BEPERK, Eiser, en GEORGE MGIYELWA SITHOLE, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 4 Mei 2000 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die eksekusie skuldenaar op 16 Januarie 2002 om 10:00 te Landdroskantoor, Delvillestraat, Witbank, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 158, Uitbreiding 2, geleë in die dorp Kwa-Guqa Registrasie Afdeling JS, Mpumalanga.

Beskrywing van eiendom: 2 x slaapkamers, 1 x badkamers, 1 x kombuis, 1 x sitkamer, groot 413 (vierhonderd en dertien) vierkante meters.

Geteken te Secunda op hede hierdie 30ste dag van November 2001.

A J G Viljoen, Vos Viljoen & Becker Ingelyf, p/a Nedbank-Witbank, Presidentlaan, Witbank; Posbus 1750, Secunda, 2302. [Tel. (017) 631-2550.]

Saak No. 1253/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen NEDCOR BANK BEPERK, Eiser, en AMOS NOVEMBER NKOSI, Eerste Verweerder, en CHRISTINAH SIBONILE NKOSI, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 2 Mei 2000 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusie skuldenaar op 16 Januarie 2002 om 10:00 te Landdroskantoor, Delvillestraat, Witbank, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 2256, geleë in die dorp Phola, Registrasie Afdeling J S, Mpumalanga.

Beskrywing van eiendom: 2 x slaapkamers, 1 x badkamers, 1 x kombuis, 1 x sitkamer, groot 280 (tweehonderd en tagtig) vierkante meters.

Geteken te Secunda op hede hierdie 30ste dag van November 2001.

A J G Viljoen, Vos Viljoen & Becker Ingelyf, p/a Nedbank-Witbank, Presidentlaan, Witbank; Posbus 1750, Secunda, 2302. [Tel. (017) 631-2550.]

Saak No. 1837/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen NEDCOR BANK BEPERK, Eiser, en JOSEPH STUURMAN MAHLANGU, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 16 Maart 2000 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusie Skuldenaar op 16 Januarie 2002 om 10:00 te Landdroskantoor, Delvillestraat, Witbank, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 1358, geleë in die dorp Phola, Registrasie Afdeling JS, Mpumalanga.

Beskrywing van eiendom: 2 x slaapkamers, 1 x badkamers, 1 x kombuis, 1 x sitkamer.

Groot 400 (vierhonderd) vierkante meters.

Geteken te Secunda op hede hierdie 30ste dag van November 2001.

A J G Viljoen, Vos Viljoen & Becker Ingelyf, p/a Nedbank-Witbank, Presidentlaan, Witbank; Posbus 1750, Secunda, 2302. [Tel. (017) 631-2550.]

Saak No. 7161/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen NEDCOR BANK BEPERK, Eiser, en DICKNISI NELSON MATHENJWA, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 28 Augustus 2000 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusie Skuldenaar op 16 Januarie 2002 om 10:00 te Landdroskantoor, Delvillestraat, Witbank, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 1884, geleë in die dorp Phola, Registrasie Afdeling JS, Mpumalanga.

Beskrywing van eiendom: 2 x slaapkamers, 1 x badkamers, 1 x kombuis, 1 x sitkamer.

Groot 330 (driehonderd en dertig) vierkante meters.

Geteken te Secunda op hede hierdie 30ste dag van November 2001.

A J G Viljoen, Vos Viljoen & Becker Ingelyf, p/A Nedbank-Witbank, Presidentlaan, Witbank; Posbus 1750, Secunda, 2302. [Tel. (017) 631-2550.]

Saak No. 4080/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen NEDCOR BANK BEPERK, Eiser, en YEXENI NTOTI, Eerste Verweerder, en SONTO SUZAN NTOTI, Tweede Verweerder

Ingevolge die Vonnis in bogenoemde Agbare Hof verkry op 12 Mei 2000 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusie Skuldenaar op 16 Januarie 2002 om 10:00 te Landdroskantoor, Delvillestraat, Witbank, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 3671, Uitbreiding 5, geleë in die dorp Kwa-Guqa, Registrasie Afdeling JS, Mpumalanga.

Beskrywing van eiendom: 2 x slaapkamers, 1 x badkamers, 1 x kombuis, 1 x sitkamer.

Groot: 200 (tweehonderd) vierkante meters.

Geteken te Secunda op hede hierdie 3de dag van Desember 2001.

A J G Viljoen, Vos Viljoen & Becker Ingelyf, p/a Nedbank-Witbank, Presidentlaan, Witbank; Posbus 1750, Secunda, 2302. [Tel. (017) 631-2550.]

Saak No. 3569/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen NEDCOR BANK BEPERK, Eiser, en THOMAS RIGENALD KHOZA, Verweerder

Ingevolge die Vonnis in bogenoemde Agbare Hof verkry op 4 Mei 2000 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusie Skuldenaar op 16 Januarie 2002 om 10:00 te Landdroskantoor, Delvillestraat, Witbank, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 3809, Uitbreiding 5, geleë in die dorp Kwa-Guqa, Registrasie Afdeling JS, Mpumalanga.

Beskrywing van eiendom: 2 x slaapkamers, 1 x badkamer, 1 x kombuis, 1 x sitkamer, muuromheining.

Groot: 200 (tweehonderd) vierkante meters.

Geteken te Secunda op hede hierdie 3de dag van Desember 2001.

A J G Viljoen, Vos Viljoen & Becker Ingelyf, p/a Nedbank-Witbank, Presidentlaan, Witbank; Posbus 1750, Secunda, 2302. [Tel. (017) 631-2550.]

Saak No. 2701/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen NEDCOR BANK BEPERK, Eiser, en KATISHI FRANS MOTEDI, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 13 April 2000, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusie skuldenaar op 16 Januarie 2002 om 10:00 te Landdroskantoor, Delvillestraat, Witbank, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 2046, Uitbreiding 4, geleë in die dorp Kwa-Guqa, Registrasie Afdeling J S, Mpumalanga.

Beskrywing van eiendom: 2 x slaapkamers, 1 x badkamer, 1 x kombuis, 1 x sitkamer.

Groot 242 (tweehonderd twee en veertig) vierkante meters.

Geteken te Secunda op hede hierdie 30ste dag van November 2001.

A J G Viljoen, Vos Viljoen & Becker Ingelyf, p/a Nedbank—Witbank, Presidentlaan, Witbank; Posbus 1750, Secunda, 2302. [Tel. (017) 631-2550.]

Saak No. 13121/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en CRAWFORD FARMS CC, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak in die Hooggeregshof van Suid-Afrika in bogemelde saak op die 12de Julie 2001 en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof Belfast, op die 18de Januarie 2002 om 10h00 voor die Landdroskantoor Waterval-Boven, Waterval-Boven, verkoop:

1. Gedeelte 8 ('n gedeelte van Gedeelte 4) van die plaas Uitkomst 390, Registrasie Afdeling JT, Mpumalanga Provinsie, gehou deur Verweerder kragtens Akte van Transport No. T1790/88, groot 256,9596 hektaar.

2. Resterende Gedeelte van Gedeelte 9 ('n gedeelte van Gedeelte 4) van die plaas Uitkomst 390, Registrasie Afdeling JR, Mpumalanga Provinsie, gehou deur Verweerder kragtens Akte van Transport No. T1790/88, groot 225,3371 hektaar.

Verbeterings: Die eiendomme bestaan uit 2 woonhuise, 2 damme, buitegeboue.

Beskrywing, grootte en verbeterings nie gewaarborg.

Die verkoopsvoorwaardes wat uitgelees word is ter insae by die kantore van die Balju te Coetzeestraat 10, Belfast.

Geteken te Pretoria op hierdie 12de dag van November 2001.

Van Zyl Le Roux & Hurter Ingelyf, Prokureurs vir Eiser, 13de Vloer, SALU Gebou, h/v Andries & Schoemanstrate, Posbus 974, Pretoria, 0001. (Tel. 323-0500.) (Verw. JJ Hurter/hk/183702.).

Saak No. 25579/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tusen SAAMBOU BANK BEPERK, Vonnissuldeiser, en JOHANNES STEPHANUS MARITZ (N/O), Eerste Verweerder, MARINA ERIKA MARITZ (N/O), Tweede Verweerder, JOHANNES STEPHANUS MARITZ, Derde Verweerder, en MARINA ERIKA MARITZ, Vierde Verweerder

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika (TPA), en 'n lasbrief gedateer 12 November 2001 sal die volgende eiendom verkoop word in eksekusie op 25 Januarie 2002 om 10:00 te ingangsportaal, Proforum, Van Rensburgstraat 5, Nelspruit, nl:

Erf 1666, Nelspruit Uitbreiding 10 Dorpsgebied, geleë te Modulestraat 3, Nelspruit X10, groot 2 007 vkm.

Verkoopsvoorwaardes:

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 Verkoopsvoorwaardes 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: 1 sit/eetkamer, 1 kombuis, 4 slaapkamers, 2 badkamers, 2 storte, 1 buite stort & toilet, 1 stoorkamer.

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 verkoopsvoorwaardes sal deur die Balju Nelspruit van hierdie Hof uitgelees word voor die verkoping en lê ter insae by die kantore van die Balju, Nelspruit, 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/A3877.)

Saak No. 22333/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en BERGSIG 401 EIENDOMME BK, Vonnisskuldenaar

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika (TPA), en 'n lasbrief gedateer 8 Desember 1999, sal die volgende eiendom verkoop word in eksekusie op 18 Januarie 2002 om 12:00 te Bergsigwoonstel Nr. 2, Koppiesstraat, Middelburg, Mpumalanga, nl:

Eenheid Nr. 2 soos aangetoon en meer volledig beskryf op Deeltitelplan Nr. SS125/82 in die skema bekend as Bergsig met betrekking tot die grond en gebou(e) geleë te Middelburg Dorpsgebied en 'n onverdeelde aandeel in die gemeenskaplike area in die skema soos voormeld proporsioneel met genoemde eenheid.

Geleë te Bergsig Woonstel Nr. 2, Koppiesstraat, Middelburg, groot 72 vkm.

Verkoopsvoorwaardes:

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 Verkoopsvoorwaardes 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: 1 sitkamer, 1 kombuis, 2 slaapkamers, 1 badkamer, 1 motorafdak parkeer plek.

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 verkoopsvoorwaardes sal deur die Balju Middelburg van hierdie Hof uitgelees word voor die verkoping en lê ter insae by die kantore van die Balju, Middelburg 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/A4889.)

Case No. 24432/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and MAKGALEMANE: REUBEN TSHUANE, 1st Defendant, and MAKGALEMANE: NGWANAMOKGALAKE WINNY, 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, Lydenburg at the Magistrate's Office, Voortrekker Street, Lydenburg, on Wednesday, 23 January 2002 at 10h30, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff, Lydenburg, at 80 Kantoor Street, Lydenburg:

Portion 6 of Erf 367, Steelpoort Extension 4 Township, Province of Mpumalanga, Registration Division KT, measuring 640 square metres, held under Deed of Transfer No. T110779/1997.

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

Dated at Pretoria on this the 11th December 2001.

D Frances, Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D Frances/JD HA6424.)

Case No. 25803/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between FBC FIDELITY BANK LIMITED, Plaintiff, and SHABANGU: SIPHO DANIEL, 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, Mdutjana at the Mdutjana Magistrate's Office, on Friday, 18 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, Mdutjana at No. 14 Grobler Avenue, Groblersdal:

Erf 1550, Siyabuswa "D" Extension 2 Township, Registration Division J.S., Province of Mpumalanga, measuring 613 square metres, held by virtue of Deed of Grant No. TG38947/98.

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, bedrooms, bathroom/toilet.

Dated at Pretoria on this the 10 December 2001.

D Frances, Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D Frances/JD HA6441.)

Case No. 14875/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and FRENCH ROBERT CRAYTHORNE, 1st Defendant, and MONICA ALEXANDRA CRAYTHORNE, 2nd Defendant

A sale in execution of the undermentioned property is to be held without reserve at The Magistrate's Court, Witbank, Delville Street, Witbank, on the 16th day of January 2002 at 10h00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Witbank, 3 Rhodes Street, Witbank and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Portion 61 (a portion of Portion 33) of the Farm Klipfontein 32, Registration Division JS, Province of Mpumalanga, in extent 4 100 square metres, known as 27 Duiker Street, Klipfontein.

Improvements: 4 bedrooms, bathroom, kitchen, livingroom, diningroom 3 garages, servant's room & toilet, borehole.

Hack Stupel & Ross, Attorneys for Plaintiff, PO Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/ELR/GT7184.]

Case No. 33564/99

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and EUNICE GABISILE DUBE, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale will be held at the office of the Sheriff, Standerton, 11 Church Street, Standerton, on 16 January 2002 at 12h00 of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 3893, Sakhile Extension 2 Township, Registration Division JR, Province of Mpumalanga, measuring 688 (six hundred and eighty eight) square metres, held by Deed of Transfer T74951/99, subject to the conditions stated therein and specially subject to the reservation of Mineral Rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, kitchen, 2 bedrooms and bathroom.

Ten per cent (10%) of the purchase price and 5% auctioneer charges on the first R30 000,00 and 3% thereafter in cash, plus VAT, on the day 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 Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria this 19th day of January 2001.

E M Eybers, Adams & Adams, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. EME/ep S1640/99.)

Case No. 2163/1997

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MFANA JOHN KHOZA, 1st Defendant, and JOYCE NTOMBI KHOZA, 2nd Defendant

A sale in execution of the undermentioned property is to be held without reserve at The Kabokweni Magistrate's Court, on the 14th day of January 2002 at 09h00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Nsikazi/Kanyamazane, Mr Hasset 082 873 6086 and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Ownership Unit No. 2146, situate at Kanyamazane Township, District Nzikazi, measuring 488 square metres.

Improvements: 3 bedrooms, 1.5 bathrooms, kitchen, lounge, diningroom, garage.

Hack Stupel & Ross, Attorneys for Plaintiff, PO Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/ELR/GT4406.]

Case No: 13440/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: FIRST RAND BANK LIMITED (formerly known as First National Bank of Southern Africa Limited), Plaintiff, and MARK MEIRING, Defendant

A sale in execution of the undermentioned property is to be held without reserve at Main Entrance Proforum, 5 Van Rensburg Street, Nelspruit, on Friday, the 18th day of January 2002 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Nelspruit, Proforum Building, 5 Van Rensburg Street, Nelspruit, and will be read out prior to the sale.

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

Property: Section 9, in the scheme Coral Park, known as 9 Coral Park, 13 Koraalboom Street, West Acres.

Improvements: Lounge/diningroom, kitchen, 2 bedrooms, bathroom, 2 toilets.

Hack Stupel & Ross, Attorneys for the Plaintiff, P O Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref: Mr B Du Plooy/LVDM/GP 3376.)

Case No: 8373/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: THE AFRICAN BANK LIMITED, Plaintiff, and NGWANATSHELA GRANNY MOHLALA, 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, kwaMhlanga, at the kwaMhlanga Magistrate's Court, on Tuesday, 22 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, kwaMhlanga, at 4 Klip Street, Groblersdal:

Erf 411, kwaMhlanga-BA, Registration Division J.R., Province of Mpumalanga, measuring 600 square metres, held by virtue of Deed of Grant TG1439/97KD.

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 lounge, kitchen, 3 bedrooms, bathroom/toilet.

Dated at Pretoria on this the 10th December 2001.

D Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref: D Frances/JD HA6167.)

Case No: 7055/99

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA BANK, Plaintiff, and SOPHY JOHANNA SKHOSANA, Defendant

A sale will be held by the Sheriff, Groblersdal, at 10h00 on 22 January 2002 at kwaMhlanga Magistrate's Court, of:

Stand 15, kwaMhlanga-A Township, measuring 760 square metres, and is known as House 15, kwaMhlanga Block A.

The property is solely used for purposes of habitation and comprises, without any guarantee, of lounge, kitchen, 2 bedrooms, bathroom.

The conditions of sale are open for inspection at the offices of the Sheriff, No. 14 Grobler Avenue, Groblersdal.

Couzyn, Hertzog & Horak, Pretoria. [Tel: (012) 322-8780.] (Ref: E Coetzee/AVDB/AS470.)

Saaknommer: 2832/98

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tusssen STANDARD BANK VAN SUID-AFRIKA BEPERK, Eiser, en KAYLASH PATEL, 1ste Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en Lasbrief vir Eksekusie gedateer 30/03/2001 sal die eiendom hieronder genoem verkoop word in eksekusie op 23 Januarie 2002 om 12h00 by Balju Kantore Evander, Rotterdamstraat 5, Evander aan die hoogste bieëre vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, 4 slaapkamers, 2 badkamers, kombuis, motorhuis.

Eiendom: Erf 2373, Kinross Dorpsgebied Uitbreieing 17, Registrasie Afdeling I.S., Mpumalanga, groot 808 (agt honderd en agt) vierkante meter.

Gehou kragtens Akte van Transport T30821/97, geleë te Parrotstraat 5, Kinross.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geinspekteer kan word by die kantore van die Balju, Evander.

Die belangrikste voorwaardes daarin vervat is:

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

Gedateer te Secunda op 11 Desember 2001.

S W P de Waal, vir Cronje, De Waal & Van der Merwe Ingelyf, Cronje de Waal & Van der Merwe Gebou, Posbus 48, Secunda, 2302. (Verwys: SWP de Waal/MN/R971.)

Saaknommer: 4501/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen STANDARD BANK VAN SA BEPERK (62/00738/06), Eiser, en MEYER PETRONELLA MAGRIETA N.O., ID. 3411140010089, Eerste Verweerder, VENTER DE JAGER TRUSTEES (EDMS) BPK N.O, 90/03341/07, Tweede Verweerder, MEYER PETRONELLA MAGRIETA, ID 3411140010089, Derde Verweerder, MEYER WILLEM JOHANNES, Vierde Verweerder, en VAN DER VYFER MARIUS, Vyfde Verweerder

Ten uitvoerlegging van 'n Vonnis van bogemelde Hof en 'n Lasbrief vir Eksekusie word die volgende in eksekusie verkoop op Woensdag 23 Januarie 2002 om 08:30 deur die Balju vir die Hooggeregshof, Witbank by die perseel te Greenhillstraat 53, Hoëveldpark Uitbreiding 1, Witbank aan die hoogste bieder:

Erf 1750 Hoëveldpark Uitbreiding 1 Dorpsgebied, Registrasie Afdeling JS, Provinsie Mpumalanga, groot 1 719 vierkante meter, gehou kragtens Akte van Transport T62035/97.

Die volgende bykomende inligting word verskaf maar geen aanspreeklikheid aanvaar indien dit in enige opsig foutief sou wees nie.

Straatadres: Greenhillstraat 53, Hoëveldpark Uitbreiding 1, Witbank.

Verbeterings: Woonhuis met 'n sitkamer, eetkamer, familiekamer, kombuis, 5 slaapkamers, 3 badkamers, 3 toilette, 2 garages, buite badkamer, huishulpkamer, swembad, lapa.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar onmiddellik na die afloop van die verkoping en die balans moet binne 14 dae na die datum van die verkoping verseker word by wyse van 'n bank- of bouvereniging waarborg wat betaalbaar sal wees gelyktydig met registrasie van oordrag.

Afslaerskoste: Betaalbaar deur die Koper op die dag van verkoping.

Verkoopsvoorwaardes: Dit lê ter insae by die Kantoor van die Balju vir die Hooggeregshof: Witbank te Rhodeslaan 3, Witbank.

Gedateer te Pretoria hierdie 13de dag van Desember 2001.

Haasbroek en Boezaart Ing, Eiser se Prokureurs, 2de Vloer, Momentumsentrum Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel (012) 322-4401.] (Verw: V Rensburg/BVDM/S1234/706.)

Saaknommer: 21067/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen STANDARD BANK VAN SA BEPERK (62/00738/06), Eiser, en JOHN WILLIAM VERHOOG, Eerste Verweerder, en ESTELLE VERHOOG, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n Lasbrief vir Eksekusale word die volgende eiendom in eksekusie verkoop op Vrydag 18 Januarie 2002 om 10:00 deur die waarnemende Balju vir die Hooggeregshof, Nelspruit by die Balju se kantore in die ingangsportaal, Proforumgebou, Van Rensburgstraat 5, Nelspruit aan die hoogste bieder:

Gedeelte 148 (gedeelte van Gedeelte 67) van die plaas Alkmaar 286, Registrasie Afdeling JT, Mpumalanga, groot 19 4127 hektaar, gehou kragtens Akte van Transport T82134/98.

Die volgende bykomende inligting word verskaf maar geen aanspreeklikheid aanvaar indien dit in enige opsig foutief sou wees nie.

Ligging: Ry uit Nelspruit op die N4-pad vir ongeveer 16 kilometer. Net voor die "Groen Stal" draai u regs. Volg hierdie pad tot waar u oor die spoorlyn moet gaan. Draai ondmiddellik daarna links. Sodra u links gedraai het, is die plaas aan u regterkant.

Verbeterings: Geen verbeterings—onbeboude eiendom.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar onmiddellik na die afloop van die verkoping en die balans moet binne 14 dae na die datum van die verkoping verseker word by wyse van 'n bank- of bouvereniging waarborg wat betaalbaar sal wees gelyktydig met registrasie van oordrag.

Afslaerskoste: Betaalbaar deur die Koper op die dag van verkoping.

Verkoopsvoorwaardes: Dit lê ter insae by die kantoor van die waarnemende Balju vir die Hooggeregshof: Nelspruit, Proforumgebou, Van Rensburgstraat 5, Nelspruit.

Gedateer te Pretoria hierfdie 11de dag van Desember 2001.

Haasbroek en Boezaart Ing, Eiser se Prokureurs, 2de Vloer, Momentumsentum Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel: (012) 322-4401.] (Verw: V Rensburg/BVDM/R0839/9.)

Saak No: 8160/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en JAN GEORGE PIETERSE, 1ste Eksekusieskuldenaar, en ELIZABETH PIETERSE, 2de Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 17 Oktober 2001 toegestaan is, op 16 Januarie 2002 om 12h30, te Alphenhornstraat 4, Tasbetpark, Uitbreiding 2, in eksekusie verkoop sal word ooreenkomstig die Verkoopsvoorwaardes wat ter insae sal lê by die Baljukantoor, Rhodestraat, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete.

Sekere: Erf 855, geleë in die dorpsgebied van Tasbet Park, Uitbreiding 2, Registrasie Afdeling JS, Mpumalanga, groot 1 058 (een nul vyf agt) vierkante meter, gehou kragtens Akte van Transport T77520/95.

Straatadres: Alphenhornstraat 4, Tasbetpark, Uitbreiding 2.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word "voetstoots" verkoop.

4. Die Koper sal aanspreeklik wees vir betaling agterstallinge belastings, heffings ensovoorts op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 29 dag van November 2001.

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

Saak No: 6100/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen FNB 'n divisie van FIRSTRAND BANK BPK, Eksekusieskuldeiser, en PETRUS HLANZE, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 3 Augustus 2001 toegestaan is, op 16 Januarie 2002 om 10h00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkostig die Verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Rhodestraat, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere: Erf 2859, geleë in die dorpsgebied van Ackerville; Registrasie Afdeling JS, Mpumalanga, groot 267 (twee ses sewe) vierkante meter, gehou kragtens Akte van Transport T39973/98.

Straatadres: 2859 Louis Bothastraat, Ackerville.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word "voetstoots" verkoop.

4. Die Koper sal aanspreeklik wees vir alle agterstallige belastings, heffings ensovoorts op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 29 dag van November 2001.

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

Saak No. 26549/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en NKOANE KP, Eerste Eksekusieskuldenaar, en NKOANE N S, Tweede Eksekusieskuldenaar

Ter tenuitvoerlegging 'n vonnis van bovermelde Agbare Hof, sal die volgende onroerende eiendom in eksekusie verkoop word deur Die Balju van die Hooggeregshof, Witbank, op 16 Januarie 2002 om 10h00 te Die Landdroskantore, Delvillestraat, Witbank, naamlik:

Eerf 4010, Ackerville Dorpsgebied, Registrasie Afdeling JS, provinsie van Mpumalanga, groot 257 (tweehonderd en vyftig) vierkante meter.

Verbeterings: Woonhuis bestaande uit 1 x sitkamer, 3 x slaapkamers, 1 x badkamer, 1 x kombuis, 1 x motorhuis.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die bovermelde Balju.

Geteken te Kempton Park op die 3de dag van Desember 2001.

G M Maritz, Maritz, Boshoff & Du Preez, Schoemanslaan 4, Kempton Park. (Tel. 394-7140/1/2.) (Verw. A Maré/SB100 733HH.)

Case No. 4610/97

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

In the matter between NELSPRUIT TOWN COUNCIL, Plaintiff, and ERF DRIE TWEE NST (PTY) LTD, Defendant

In pursuance of judgment granted on 5 September 1997, in the Nelspruit Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 6 February 2002 at 9h00 at premises 21A Anderson Street, Nelspruit, to the highest bidder:

Description: The following information is furnished, improvements though in this respect is not guaranteed: The property: 654.000 sqm, stand with business rights situated in CBD. Office structure on property.

Held by the Defendant in its name under Deed of Transfer No. T41435/1976.

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

2. The purchaser shall pay a deposit of 10% of the purchase price in cash or by bank-guaranteed cheque on the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price. The balance of the purchase price shall be guaranteed within 14 days of the day of the sale.

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

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, curent rated taxes and other necessary charges to affect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court Nelspruit, at Belmont Villas, Suite 302, Paul Kruger Street 15, Nelspruit.

Dated at Nelspruit this 7 December 2001.

N. Lourens, Plaintiff's Attorneys, Kruger-Lourens Inc, Proforum, 5 Van Rensburg Street, Nelspruit; P.O. Box 181, Nelspruit, 1200. [Tel. (013) 752-3247.] [Ref. L Lourens/EC/E675(1)S0211/918.]

Case No. 4610/97

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

In the matter between NELSPRUIT TOWN COUNCIL, Plaintiff, and ERF DRIE TWEE NST (PTY) LTD, Defendant

In pursuance of judgment granted on 5 September 1997, in the Nelspruit Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 6 February 2002 at 9h00 at premises 21A Anderson Street, Nelspruit, to the highest bidder:

Description: The following information is furnished, improvements though in this respect is not guaranteed: The property: 654.000 sqm, stand with business rights situated in CBD. Office structure on property.

Held by the Defendant in its name under Deed of Transfer No. T41435/1976.

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

2. The purchaser shall pay a deposit of 10% of the purchase price in cash or by bank-guaranteed cheque on the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price. The balance of the purchase price shall be guaranteed within 14 days of the day of the sale.

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

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, curent rated taxes and other necessary charges to affect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court Nelspruit, at Belmont Villas, Suite 302, Paul Kruger Street 15, Nelspruit.

Dated at Nelspruit this 7 December 2001.

N. Lourens, Plaintiff's Attorneys, Kruger-Lourens Inc, Proforum, 5 Van Rensburg Street, Nelspruit; P.O. Box 181, Nelspruit, 1200. [Tel. (013) 752-3247.] [Ref. L Lourens/EC/E675(1)S0211/918.]

Case No: 33564/99

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and EUNICE GABISILE DUBE, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale will be held at the office of the Sheriff, Standerton, 19 Piet Retief Street, Standerton, on 16 January 2002 at 12H00 of the undermentioned property of the Defendants on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 3893, Sakhile Extension 2 Township, Registration Division JR, Province of Mpumalanga, measuring 688 (six hundred and eighty eight) square metres, held by Deed of Transfer T74951/99, subject to the conditions stated therein and specially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, kitchen, 2 bedrooms and bathroom.

Ten per cent (10%) of the purchase price and 5% auctioneer charges on the first R30 000,00 and 3% thereafter in cash, plus VAT, on the day 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 Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria this 19th day of January 2001.

E M Eybers, for Adams & Adams, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel: (012) 481-1500.] (Ref: EME/ep S1640/99.)

Case No. 18346/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: AFRICAN BANK LIMITED, Execution Creditor, and TEBOHO AARON TWALA (I.D. Number: 6109095629088), 1st Execution Debtor, and MANTWA MABLE TWALA (I.D. Number: 6411260664084), 2nd Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) and a warrant of execution issued on 23 November 2001, the following fixed property will be sold at Kabokweni Magistrate's Court, District Nsikazi. The property shall be put up for auction on the 21st day of January 2002 at 09h00, and consists of:

Site No. 480C, situate in the Township of Matsulu C, District Nsikazi, in the Province of Mpumalanga, size 480 (four hundred and eighty) square metres, held by Deed of Grant No TG621/1990KN.

1. *Conditions of sale*

The sale will be subject to the following:

—The provisions of the Supreme Court's Act and the regulations issued thereunder;

—the full conditions of sale; and

and will be sold to the highest bidder without reserve.

2. *Terms*

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

3. The conditions of the sale in execution that will be read before the sale will lay for inspection. The Sheriff, Mr. S. M. Hassett, can be contacted on (013) 744-9161, alternatively 082 873 6086 to view same.

Dated at Roodepoort this the 6th day of November 2001.

Mario Bento, for Bento Incorporated, 1st Floor, Seeff House, 157 Ontdekkers Road, Horison Park, Roodepoort. [Tel: (011) 760-2700.] (Ref: Mr Bento/KDB/MA234/ZM0216.)

Saaknommer: 1500/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen: ALLIED BANK ('n divisie van ABSA BANK BEPERK), Eiser, en K P MALULEKA, Verweerder

Ingevolge uitspraak in die Hof van die Landdros van Middelburg en lasbrief vir eksekusie teen goed gedateer 24 Februarie 1997, sal die ondervermelde eiendom op Vrydag, 11 Januarie 2002 om 10h00 te Landdroskantore, Middelburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 1559, Mhluzi, Registrasie Afdeling J.S., Mpumalanga, groot 442 (vierhonderd twee en veertig) vierkante meter.

Verkoopsvoorwaardes:

1. 'n Deposito van 10% van die koopprys op datum van verkoping met goedgekeurde bankwaarborg vir die balans van die koopprys binne 30 (dertig) dae na datum van verkoping.

2. Die verdere verkoopsvoorwaardes lê ter insae by die kantore van prokureurs Esterhuysen & Botha, Markstraat 20B, Middelburg, en die Balju, President Krugerstraat 12, Middelburg.

F J Botha, Esterhuysen & Botha, Posbus 68, Markstraat 20B, Middelburg, 1050.

Balju, Middelburg, Mpumalanga. (Ref: Mnr Botha/jdt/15029.)

Case No. 7070/99

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and ALPHEUS DUMISANE MSIBI, 1st Defendant, and THOKO ELIZABETH MSIBI, 2nd Defendant

Pursuant to a judgment granted by this Honourable Court on the 20th April 1999 and a warrant of execution, the undermentioned property will be sold in execution by the Sheriff of the High Court, Paul Pietersburg on Friday the 18th day of January 2002 at 10:00 at the Magistrate's Court, Piet Retief to the highest bidder:

Erf 351, in the Town Ethandakukhanya, Registration Division HT, Mpumalanga Province, measuring 463 (four hundred and sixty three) square metres, held by Certificate of Registered Title of Leasehold TL57601/90.

Improvements are: A house comprising of a dining room, five bedrooms, kitchen, two bathrooms, laundry, open stoep and five garages.

No warranties regarding description extent or improvements are given.

Conditions of sale to be read out by the Sheriff at the time of the sale, which will be available for viewing at the offices of the Sheriff, 16 Kotze Street, Piet Retief.

Dated at Pretoria on this 12th day of November 2001.

J J Hurter, for Van Zyl Le Roux & Hurter Inc., 13th Floor, SAAU Building, cor Andries & Schoeman Streets, P O Box 974, Pretoria, 0001. (Tel. 300-5000.) (Ref. JJ Hurter/HK/177847.)

Saak Nr. 7727/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen BOE BANK BEPERK, h/a NBS, Eiser, en Z J JORDAAN, Eerste Verweerder, en C M M JORDAAN, Tweede Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom na aanleiding van 'n vonnis wat in bogemelde saak op 9 November 2001 toegestaan is, op 16 Januarie 2002 om 09h00 te die betrokke perseel, naamlik: Loeriestraat 2, Hoëveldpark X1, Witbank in eksekusie verkoop sal word ooreenkomstig die verkoopsvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Sekere: Erf 1954, Hoëveldpark Uitbreiding 1 Dorpsgebied, Registrasie Afdeling J.S., in die Provinsie van Mpumalanga, groot 1 385 (een drie agt vyf) vierkante meter. Gehou deur die Verbandgewer kragtens Akte van Transport T92581/98 gedateer 18 November 2001.

Straatadres: Loeriestraat 2, Hoëveldpark X1, Witbank.

Eiendom is as volg verbeter: Woonhuis. Baksteen woning met teëldak, matte en teëls. 4 slaapkamers, 2 badkamers met 2 storte. Kombuis, sitkamer, eetkamer, familiekamer, TV kamer, aantrekkamer en spens. Swembad met braai area.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan Artikel 66 (2) van Wet 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word "voetstoots" verkoop.

4. Die koper sal aanspreeklik wees vir alle agterstallige belastings, heffings ens. op die eiendom, asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 6de dag van Desember 2001.

Van Rensburg Kruger & Rakwena Ing., Bothalaan 29A, h/v Bothalaan & Lukinstraat, Witbank; Posbus 5, Witbank, 1035. [Tel. (013) 656-3800.] (Verw. M Davel/Marelize/N1062.)

Saak Nr. 7210/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen BOE BANK BEPERK, h/a NBS, Eiser, en F J NAUDE, Eerste Verweerder, en D S I NAUDE, Tweede Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom na aanleiding van 'n vonnis wat in bogemelde saak op 3 Oktober 2001 toegestaan is, op 16 Januarie 2002 om 11h30 te die betrokke perseel, naamlik: Del Villas 17, Nommer 28, Hans Strydomlaan, Del Judor X17, Witbank in eksekusie verkoop sal word ooreenkomstig die verkoopsvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Sekere: Gedeelte 28 van Erf 1533, geleë in die dorpsgebied van Del Judor Uitbreiding 17, Registrasie Afdeling J.S., Transvaal, groot 926 (nege twee ses) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport T65327/93, gedateer 24 Augustus 1993.

Straatadres: Del Villas 17, Nommer 28, Hans Strydomlaan, Del Judor X17, Witbank.

Eiendom is as volg verbeter: Woonhuis. Baksteen woning met teëldak, matte en teëls. 3 slaapkamers, $1^1/_2$ badkamer een met stort. Kombuis, sitkamer en eetkamer. Dubbel motorhuis en een afdak.

Die verkoping is onderhewig an die volgende voorwaardes:

1. Onderhewig aan Artikel 66 (2) van Wet 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word "voetstoots" verkoop.

4. Die koper sal aanspreeklik wees vir alle agterstallige belastings, heffings ens. op die eiendom, asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 6de dag van Desember 2001.

Van Rensburg Kruger & Rakwena Ing., Bothalaan 29A, h/v Bothalaan & Lukinstraat, Witbank; Posbus 5, Witbank, 1035. [Tel. (013) 656-3800.] (Verw. M Davel/Marelize/N1093.)

Saak Nr. 8303/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen BOE BANK BEPERK, h/a NBS, Eiser, en LEONE PEYPERS, Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom na aanleiding van 'n vonnis wat in bogemelde saak op 26 Oktober 2001 toegestaan is, op 16 Januarie 2002 om 12h00 te die betrokke perseel, naamlik: Steenkampstraat 10, Del Judor, Witbank in eksekusie verkoop sal word ooreenkomstig die verkoopsvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Sekere: Erf 386, Del Judor Dorpsgebied, Registrasie Afdeling J.S., in die provinsie van Mpumalanga, groot 1 290 (een twee nege nul) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport T123745/96, gedateer 20 Desember 1996.

Straatadres: Steenkampstraat 10, Del Judor, Witbank.

Eiendom is as volg verbeter: Woonhuis. Baksteen woning met sinkdak, matte en teëls. 3 slaapkamers, 2 badkamers een met stort. Kombuis, sitkamer, eetkamer en ingangsportaal. Dubbel motorhuis, 3 afdakke en bediendekamer. Swembad en alarmsisteem. Kombuis is baie netjies met teëls vanaf die vloer tot teen die dak. Eiendom is baie netjies en na omgesien.

Die verkoping is onderhewig an die volgende voorwaardes:

1. Onderhewig aan Artikel 66 (2) van Wet 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word "voetstoots" verkoop.

4. Die koper sal aanspreeklik wees vir alle agterstallige belastings, heffings ens. op die eiendom, asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 6de dag van Desember 2001.

Van Rensburg Kruger & Rakwena Ing., Bothalaan 29A, h/v Bothalaan & Lukinstraat, Witbank; Posbus 5, Witbank, 1035. [Tel. (013) 656-3800.] (Verw. M Davel/Marelize/N1093.)

Case No. 14830/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and KHAYA AMOS MABUMBULU, Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Delville Street, Witbank by the Sheriff, Witbank on Wednesday, 16 January 2002 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Witbank at 3 Rhodes Street and will be read out prior to the sale taking place.

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

Property: Erf 1836, Phola Township, Registration Division J.S., Mpumalanga, measuring 260 square metres, also known as Erf 1836, Phola Township.

Improvements: Dwelling—2 bedrooms, 1 bathroom, 1 kitchen, 1 living room. *Outbuildings:* Garage.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Lora/E3470.)

NORTHERN CAPE
NOORD-KAAP

Saaknommer: 576/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen NEDCOR BANK BEPERK, Eiser, en ANDREAS JACOBUS VAN WYK, Verweerder

Ingevolge 'n Vonnis van die Hooggeregshof van Suid-Afrika (Noord-Kaapse Afdeling) gedateer 17 Julie 2001 sal die ondervermelde eiendom geregtelik verkoop word deur Nico Smith Afslaers, aan die hoogste bieder by die perseel te Andersonstraat 36, Hartswater op Vrydag, die 18de dag van Januarie 2002 om 10h00:

Sekere: Erf 230, Hartswater, geleë in die Munisipaliteit van Hartswater, Afdeling Vryburg, Noord-Kaapse Provinsie, groot 252 vierkante meter, gehou kragtens Akte van Transport T1089/1996; (ook bekend as Andersonstraat 36, Hartswater).

Die verbeterings op die eiendom bestaan uit: 3 slaapkamers, 1 badkamer, 1 kombuis, 1 sitkamer, 1 eetkamer, 1 familiekamer en buitegeboue bestaande uit 2 slaapkamers, 1 badkamer en 1 eetkamer.

Maar niks word in hierdie verband gewaarborg nie.

Tien persent van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing en Afslaersgelde tesame met Balasting op Toegevoedge Waarde op sodanige Afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans met Belasting op Toegevoegde Waarde op sodanige balans waarvan toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die Voorwaardes van Verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Hartswater en sal uitgelees word onmiddellik voor die verkoping.

J A C Swanepoel, vir Duncan & Rothman, Eiser se prokureurs, Permanentegebou, Jonesstraat, Kimberley. (Verw: JACS/CVDW/N.210099.)

Case No: 181/2001

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

In the matter between WURTH SA CO. (PTY) LTD Plaintiff, and HARTLAND INGENIEURS, 1st Defendant, and MICHAEL ADRIAAN VAN DER BERG, 2nd 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 25 day of January 2002 at 10:00 at the premises of the Magistrate's Court, Hartswater.

Property description:

Certain: Erf 1004, Meentstraat, Hartswater, situated in Hartswater, in the Municipality of Phokwane, section of Vryburg, size 12 504 square metres (building), 593 098 square meters (ground), held by Title Deed Nr T1525/1995.

Better known as: Christianastreet, 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 preferred creditor/s ratify 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 3rd day of December 2001.

Van Zyl & Groenewald, Attorney of Plaintiff, Lex-Building, Hertzog Street (P O Box 12), Hartswater, 8570. [Telephone no: (053) 474-0111.]

To: The Sheriff of the Court, Hartswater.

Saak No. 181/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HARTSWATER GEHOU TE HARTSWATER

In die saak tussen WURTH SA CO. (PTY) LTD, Eiser, en HARTLAND INGENIEURS, 1ste Verweerder, en MICHAEL ADRIAAN VAN DER BERG, 2de Verweerder

Ingevolge 'n vonnis van en lasbrief uitgereik in bogemelde Hof, sal onderstaande eiendom in eksekusie verkoop word op 25 Januarie 2002 om 10:00 by die Landdroshof van Hartswater:

Eiendomsbeskrywing:

Sekere: Erf 1004, Meentstraat, Hartswater, geleë in Hartswater, Munisipaliteit van Phokwane, Afdeling Vryburg, groot 12 504 vierkante meter (Gebou), 593 098 vierkante meter (grond), gehou kragtens Transportakte No. T1525/1995.

Beter bekend as Christianastraat, Hartswater.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word aan die hoogste bieër 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 bouvereniging waarborg 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 balju koste 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 3de dag van Desember 2001.

Van Zyl & Groenewald, Hertzogstraat, Lex-Gebou, Posbus 12, Hartswater, 8570. [Tel. (053) 474-01111.]

Aan: Die Balju van die Hof, Hartswater.

Saak No. 808/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Provinsiale Afdeling)

In die saak tussen LAND & LANDBOU BANK VAN SUID-AFRIKA, Eiser, en BAREND BARTHOLOMEUS VAN DER LINDE, Verweerder

In uitspraak van die bogemelde Hof en die Lasbrief vir Eksekusie sal die hieronder genoemde eiendom in eksekusie verkoop word op 25 Januarie 2002, 11:00 vm. te Barkleystraat 19, Douglas, aan die hoogste bod:

1. *Bucklandnedersetting:*

- Plot 125;

- Een halwe aandeel van Plot 126;
- Plot 24;
- Restant Plot 22;
- Plot 198 (Gedeelte van Plot 153);
- Plot 233 (Gedeelte van Plot 153).

Groot 32,9 (twee en dertig komma nege) hektaar.

Ligging: 10 (tien) km wes van Douglas.

Bestaande uit 25 (vyf en twintig) hektaar gevestigde lusern.

Waterregte: 29 (nege en twintig) hektaar Oranje-Vaal Skema.

Gravitasie vloed besproeiing.

Insluitende: Skuur met stoorkamers.

2. *Bucklandnedersetting:*

- Plot 15 (Gedeelte van Plot 153);
- Plot 16;
- Plot 133;
- Plot 134;
- Plot 135;
- Plot 164 (Gedeelte van Plot 153);
- Plot 165 (Gedeelte van Plot 153);
- Plot 166;
- Plot 238;
- Plot 239;

Groot: 20,3 (twintig komma drie) hektaar.

Bestaande uit: 18 (agtien) hektaar gevestigde lusern.

Waterregte: 20 (twintig) hektaar waarvan 13 (dertien) hektaar vloedbesproeiing deur middel van gravitasie ontvang, en 5 (vyf) hektaar deur middel van pompe.

Insluitende: Woonhuis, arbeidershuise, skuur, stal.

Verkoopsvoorwaardes:

1. Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees gaan word, lê ter insae by die kantoor van die Balju te Douglas en by die ondergetekendes.

2. 10% (tien persent) betaalbaar op dag van verkoping en balans betaalbaar op registrasie van transport in die naam van die koper.

Crawfords Ingelyf.

Saak No. 810/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Provinsiale Afdeling)

In die saak tussen LAND & LANDBOU BANK VAN SUID-AFRIKA, Eiser, en TRAP MY BOERDERY BK, Verweerder

In uitspraak van die bogemelde Hof en die lasbrief vir eksekusie sal die hieronder genoemde eiendom in eksekusie verkoop word op 25 Januarie 2002, 11:00 vm, te Barkleystraat 19, Douglas, aan die hoogste bod:

1. *Bucklandnedersetting:*

- Perseel 158;
- Perseel 14;
- Restant Perseel 13;

Groot: 17,9244 (sewentien komma nege twee vier vier) hektaar.

Ligging: 8 (agt) km wes van Douglas.

Bestaande uit: 0,6 (nul komma ses) hektaar Hanepoot
1,1 (een komma een) hektaar Sultana
0,8 (nul komma agt) hektaar Columbar
14,9 (veertien komma nege) hektaar Lusern.

Waterregte: 17,4 (sewentien komma vier) hektaar Oranje-Vaal Skema Gravitasie vloedbesproeiing.

Verkoopsvoorwaardes:

1. Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees gaan word, lê ter insae by die kantoor van die Balju te Douglas en by die ondergetekendes.

2. 10% (tien persent) betaalbaar op dag van verkoping en balans betaalbaar op registrasie van transport in die naam van die koper.

Crawfords Ingelyf.

NORTHERN PROVINCE
NOORDELIKE PROVINSIE

Saaknommer: 32228/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen: PIETERSBURG/POLOKWANE POR, Eiser, en ERF 208 PIETERSBURG BK, Verweerder

Ingevolge 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) en 'n lasbrief tot beslaglegging gedateer 16 November 2001, sal die volgende onroerende eiendom aan die hoogste bieder verkoop word op 16 Januarie 2002 om 10h00 te Baljukantoor, Platinumstraat 66, Ladine, Pietersburg, te wete:

Erf 208, Pietersburg Dorpsgebied, Registrasieafdeling LS, Noordelike Provinsie, beter bekend as Markstraat 65, Pietersburg, groot 2 855 (twee agt vyf vyf) vierkante meter, gehou kragtens Transport T48291/1969.

Geteken te Pietersburg op hierdie 5de dag van Desember 2001.

T Meyer, vir Diamond, Hamman & Assosiate, Posbus 937, Biccardstraat 13, Pietersburg, 0699. (Verw: T359/00.)

Case No: 844/99

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

In the matter between: ELLISRAS/MARAPONG TLC, Execution Creditor, and M. T. LEDWABA, Execution Debtor

Pursuant to a judgment by the Magistrate of Ellisras given on the 17 August 1999, the undermentioned goods will be sold on the 22nd January 2002 by public auction held at Magistrate's Court, Ellisras, by the Sheriff for the Magistrate Court of Ellisras, at 10h00 to the highest bidder for cash, namely:

The property to be sold is Stand No. 860 Tlou Street, Marapong, Ellisras District.

Terms: Cash or bank guaranteed cheque within thirty days from date of sale.

The most important conditions therein is: No warranties.

Dated at Ellisras on the 28th day of November 2001.

C. L. Chueù, for Chueu, Chuene & Masha, Judgment Creditor's Attorneys, Office 102, Theodore Building, 227 Jacobus Street, P.O. Box 746, Ellisras, 0555. [Tel: (014) 763-6291.] [Fax: (014) 763-2622.] (e-mail: chuemash@lantic.net.) (Ref: Chueu/RM/566.)

To: The Clerk of the Court, Ellisras.

To: The Sheriff, Ellisras.

Case No: 820/2001

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

In the matter between: LEPHALALE MUNICIPALITY, Execution Creditor, and SHARDRACK VUSI MOFOKENG, Execution Debtor

Pursuant to a judgment by the Magistrate of Ellisras given on the 14th June 2001, the undermentioned goods will be sold on the 22nd January 2002 by public auction held at Magistrate's Court, Ellisras, by the Sheriff for the Magistrate Court of Ellisras, at 10h00 to the highest bidder for cash, namely:

The property to be sold is Stand No. 902, Setlhora Street, Marapong, Ellisras District.

Terms: Cash or bank guaranteed cheque within thirty days from date of sale.

The most important conditions therein is: No warranties.

Dated at Ellisras on the 29th day of November 2001.

C. L. Chueu, for Chueu, Chuene & Masha, Judgment Creditor's Attorneys, Office 102, Theodore Building, 227 Jacobus Street, P.O. Box 746, Ellisras, 0555. [Tel: (014) 763-6291.] [Fax: (014) 763-2622.] (e-mail: chuemash@lantic.net.) (Ref: Chueu/MB/1747.)

To: The Clerk of the Court, Ellisras.

To: The Sheriff, Ellisras.

Case No: 427/2000

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

In the matter between: ELLISRAS/MARAPONG TLC, Execution Creditor, and R. J. SIBANDA, Execution Debtor

Pursuant to a judgment by the Magistrate of Ellisras given on the 1st September 2000, the undermentioned goods will be sold on 22nd January 2002 by public auction held at Magistrate Court, Ellisras, by the Sheriff for the Magistrate Court of Ellisras, at 10h00 to the highest bidder for cash, namely:

The property to be sold is Stand No. 1055, Tsipu Street, Marapong, Ellisras District.

Terms: Cash or bank guaranteed cheque within thirty days from date of sale.

The most important conditions therein is: No warranties.

Dated at Ellisras on the 29th day of November 2001.

C. L. Chueu, for Chueu, Chuene & Masha, Judgment Creditor's Attorneys, Office 102, Theodore Building, 227 Jacobus Street, P.O. Box 746, Ellisras, 0555. [Tel: (014) 763-6291.] [Fax: (014) 763-2622.] (e-mail: chuemash@lantic.net) (Ref: Chueu/MB/988.)

To: The Clerk of the Court, Ellisras.

To: The Sheriff, Ellisras.

Case No: 428/2000

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

In the matter between: ELLISRAS/MARAPONG TLC, Execution Creditor, and M. A. TLOU, Execution Debtor

Pursuant to a judgment by the Magistrate of Ellisras given on the 5th May 2000, the undermentioned goods will be sold on 22nd January 2002 by public auction held at Magistrate's Court, Ellisras, by the Sheriff for the Magistrate Court of Ellisras, at 10h00 to the highest bidder for cash, namely:

The property to be sold is Stand No. 985, Moswe Crescent, Marapong, Ellisras District.

Terms: Cash or bank guaranteed cheque within thirty days from date of sale.

The most important conditions therein is: No warranties.

Dated at Ellisras on the 29th day of November 2001.

C. L. Chueu, for Chueu, Chuene & Masha, Judgment Creditor's Attorneys, Office 102, Theodore Building, 227 Jacobus Street, P.O. Box 746, Ellisras, 0555. [Tel: (014) 763-6291.] [Fax: (014) 763-2622.] (e-mail: chuemash@lantic.net) (Ref: Chueu/MB/989.)

To: The Clerk of the Court, Ellisras.

To: The Sheriff, Ellisras.

Case No: 425/2000

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

In the matter between: ELLISRAS/MARAPONG TLC, Execution Creditor, and M. I. PITSE, Execution Debtor

Pursuant to a judgment by the Magistrate of Ellisras given on the 23rd May 2000, the undermentioned goods will be sold on 22nd January 2002 by public auction held at Magistrate's Court, Ellisras, by the Sheriff for the Magistrate Court of Ellisras, at 10h00 to the highest bidder for cash, namely:

The property to be sold is Stand No. 1155, Tholo Street, Marapong, Ellisras District.

Terms: Cash or bank guaranteed cheque within thirty days from date of sale.

The most important conditions therein is: No warranties.

Dated at Ellisras on the 29th day of November 2001.

C. L. Chueu, for Chueu, Chuene & Masha, Judgment Creditor's Attorneys, Office 102, Theodore Building, 227 Jacobus Street, P.O. Box 746, Ellisras, 0555. [Tel: (014) 763-6291.] [Fax: (014) 763-2622.] (e-mail: chuemash@lantic.net.) (Ref: Chueu/MB/987.)

To: The Clerk of the Court, Ellisras.

To: The Sheriff, Ellisras.

Case No: 422/2000

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

In the matter between: ELLISRAS/MARAPONG TLC, Execution Creditor, and K. J. LAKA, Execution Debtor

Pursuant to a judgment by the Magistrate of Ellisras given on the 5th May 2000 the undermentioned goods will be sold on 22nd January 2002 by public auction held at Magistrate's Court, Ellisras, by the Sheriff for the Magistrate Court of Ellisras, at 10h00 to the highest bidder for cash, namely:

The property to be sold is Stand No. 81355 Pit Crescent, Marapong, Ellisras District.

Terms: Cash or bank guaranteed cheque within thirty days from date of sale.

The most important conditions therein is: No warranties.

Dated at Ellisras on the 29th day of November 2001.

C. L. Chueu, for Chueu, Chuene & Masha, Judgment Creditor's Attorneys, Office 102, Theodore Building, 227 Jacobus Street, P.O. Box 746, Ellisras, 0555. [Tel: (014) 763-6291.] [Fax: (014) 763-2622.] (e-mail: chuemash@lantic.net.) (Ref: Chueu/MB/977.)

To: The Clerk of the Court, Ellisras.

To: The Sheriff, Ellisras.

Case No: 1467/2000

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

In the matter between: ELLISRAS/MARAPONG TLC, Execution Creditor, and M.J. LEDWABA, Execution Debtor

Pursuant to a judgment by the Magistrate of Ellisras given on the 29th November 2000, the undermentioned goods will be sold on 22nd January 2002 by public auction held at Magistrate Court, Ellisras, by the Sheriff for the Magistrate Court of Ellisras, at 10h00, to the highest bidder for cash, namely:

The property to be sold is Stand No. 1013, Pit Crescent, Marapong, Ellisras District.

Terms: Cash or bank guaranteed cheque within thirty days from date of sale.

The most important conditions therein is: No warranties.

Dated at Ellisras on the 29th day of November 2001.

C. L. Chueu, for Chueu, Chuene & Masha, Judgment Creditor's Attorneys, Office 102, Theodore Building, 227 Jacobus Street, P.O. Box 746, Ellisras, 0555. [Tel: (014) 763-6291.] [Fax: (014) 763-2622.] (e-mail: chuemash@lantic.net.) (Ref: Chueu/MB/1332.)

To: The Clerk of the Court, Ellisras.

To: The Sheriff, Ellisras.

Case No: 426/2000

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

In the matter between: ELLISRAS/MARAPONG TLC, Execution Creditor, and D.C. MAJADIBDU, Execution Debtor

Pursuant to a judgment by the Magistrate of Ellisras given on the 23rd May 2000 the undermentioned goods will be sold on 8th January 2002 by public auction held at Magistrate's Court, Ellisras, by the Sheriff for the Magistrate Court of Ellisras, to the highest bidder for cash, namely:

The property to be sold is Stand No. 1378, Thwaane Street, Marapong, Ellisras District.

Terms: Cash or bank guaranteed cheque within thirty days from date of sale.

The most important conditions therein is: No warranties.

Dated at Ellisras on the 29th day of November 2001.

C. L. Chueu, for Chueu, Chuene & Masha, Judgment Creditor's Attorneys, Office 102, Theodore Building, 227 Jacobus Street, P.O. Box 746, Ellisras, 0555. [Tel: (014) 763-6291.] [Fax: (014) 763-2622.] (e-mail: chuemash@lantic.net.) (Ref: Chueu/MB/975.)

To: The Clerk of the Court, Ellisras.

To: The Sheriff, Ellisras.

Case No: 436/2000

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

In the matter between: ELLISRAS/MARAPONG TLC, Execution Creditor, and M.F. MOKONYANA, Execution Debtor

Pursuant to a judgment by the Magistrate of Ellisras given on the 5th May 2000, the undermentioned goods will be sold on 22nd January 2002 by public auction held at Magistrate's Court, Ellisras, by the Sheriff for the Magistrate Court of Ellisras, at 10h00 to the highest bidder for cash, namely:

The property to be sold is Stand No. 1265, Phala Street, Marapong, Ellisras District.

Terms: Cash or bank guaranteed cheque within thirty days from date of sale.

The most important conditions therein is: No warranties.

Dated at Ellisras on the 28th day of November 2001.

C. L. Chueu, for Chueu, Chuene & Masha, Judgment Creditor's Attorneys, Office 102, Theodore Building, 227 Jacobus Street, P.O. Box 746, Ellisras, 0555. [Tel: (014) 763-6291.] [Fax: (014) 763-2622.] (e-mail: chuemash@lantic.net.) (Ref: Chueu/MB/984.)

To: The Clerk of the Court, Ellisras.

To: The Sheriff, Ellisras.

Case No: 417/2001

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

In the matter between: LEPHALALE MUNICIPALITY, Execution Creditor, and A.A. DITSELA, Execution Debtor

Pursuant to a judgment by the Magistrate of Ellisras given on the 23rd May 2001, the undermentioned goods will be sold on 22nd January 2002 by public auction held at Magistrate Court, Ellisras, by the Sheriff for the Magistrate Court of Ellisras, at 10h00, to the highest bidder for cash, namely:

The property to be sold is Stand No. 1098, Phudufudu Street, Marapong, Ellisras District.

Terms: Cash or bank guaranteed cheque within thirty days from date of sale.

The most important conditions therein is: No warranties.

Dated at Ellisras on the 29th day of November 2001.

C. L. Chueu, for Chueu, Chuene & Masha, Judgment Creditor's Attorneys, Office 102, Theodore Building, 227 Jacobus Street, P.O. Box 746, Ellisras, 0555. [Tel: (014) 763-6291.] [Fax: (014) 763-2622.] (e-mail: chuemash@lantic.net.) (Ref: Chueu/MB/11648.)

To: The Clerk of the Court, Ellisras.

To: The Sheriff, Ellisras.

Saak No. 520/01

IN DIE LANDDROSHOF VIR DIE DISTRIK SESHEGO GEHOU TE SESHEGO

In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en FULUFHELO ABEL MUKHADA, Eksekusieskuldenaar

Ten uitvoer van 'n Vonnis wat die Landdros van Seshego toegestaan het op 18/04/01 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 24 Januarie om 10h00 by die Landdroshof, Seshego, aan die hoogste bieder, naamlik:

Erf 281, geleë in die dorpsgebied Seshego, 9e Uitbreiding 4, Registrasie Afdeling L S, Noordelike Provinsie, groot 586 (vyfhonderd ses en tagtig) vierkante meter, gehou kragtens Akte van Transport T110881/97.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Stand 281, Zone 4, Seshego 9E en bestaan uit: Sitkamer, 2 x slaapkamers, kombuis, badkamer met toilet en opwas.

Terme: Die veilingskostes plus 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopsvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bougenootskapswaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopsvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju Landdroshof, Seshego, en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 3de dag van Desember 2001.

W A H Nel, Steytler Nel & Vennote, 1ste Vloer, Pionier Sentrum, Landdros Marestraat 52, Pietersburg. (Mnr. Nel/cc/ANA 604.) [Tel. (015) 295-9340.] (Faks 291-1749.)

Case No. 18256/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and THE TRUSTEES FROM TIME TO TIME OF ROOSKWARTS BELEGGINGS TRUST, First Defendant, and REY NAUDE, Second Defendant

In execution of a judgment granted on the 6th day of November 2001, in the above Honourable Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on the 16th day of January 2002 at 10h00, in the morning at the office of the Sheriff, 66 Platinum Street, Ladine, Pietersburg, to the highest bidder:

Description: Portion 1 of Erf 597, Pietersburg Township, Registration Division L S, Northern Province, in extent 2 855 (two thousand eight hundred ad fifty-five) square metres, held by the Judgment Debtors in their names, by Deed of Transfer T20496/2000.

Street address: Known as 79 Voortrekker Street, Pietersburg, Northern Province.

Zone: Residential.

Improvements: The following information is given but nothing in this regard is guaranteed:

The improvements on the property consist of the following:

Main dwelling: Comprising *inter alia:* Five living-rooms, five bedrooms, three bathrooms and one kitchen. *Outbuildings:* One bathroom, two servants' quarters, one laundry and three offices.

Reserve 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 the sale and payable simultaneously with registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the High Court, 66 Platinum Street, Ladine, Pietersburg.

Dated at Pretoria on this 3rd day of December 2001.

(Sgn.) L. P. Rautenbach, for Hannes Gouws & Partners Inc., Attorneys for Execution Creditor, First National Bank Building, 6th Floor, New Wing, Church Square, Pretoria. [Tel. (012) 321-1008.] (Ref. Mr Rautenbach/18818/TH.)

Saak No. 1152/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In the saak tussen ABSA BANK LIMITED (Reg. No. 86/04794/06), Eiser, en NCHAUPA LEONARD LEDWABA (ID: 4809095389086), Verweerder

Ingevolge 'n vonnis gelewer op 13 Februarie 2001, in die Pietersburg Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 16 Januarie 2002 om 10h00, te die Baljukantore, Platinumstraat 66, Ladine, Pietersburg, aan die hoogste bieër, met geen reserweprys:

Beskrywing: Erf 41, Bendor, Pietersburg, Registrasie Afdeling L.S., Noordelike Provinsie, groot 1 427 (eenduisend vierhonderd sewe-en-twintig) vierkante meter, gehou kragtens Akte van Transport No. T20058/93.

Straatadres: Wesselstraat 146, Bendor, Pietersburg.

Die volgende inligting word aangegee, maar is nie gewaarborg nie:

Die eiendom bestaan uit 'n woonhuis bestaande uit: Sitkamer, eetkamer, kombuis, studeerkamer, familiekamer, 4 slaapkamers en opwas. *Buitegeboue:* Dubbelmotorhuis met bediendekamer.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Platinumstraat 66, Ladine, Pietersburg.

Gedateer te Pietersburg op die 19de dag van November 2001.

Lourens S. Lee, vir Lourens S. Lee Inc., Eiser se Prokureur, Hans van Rensburgstraat 14, Pietersburg, 0699; Posbus 27, Pietersburg, 0700. [Tel. (015) 291-3217/8.] (Verwys. J. D. Traynor/RD/A2432.)

Adres van Verweerder: N. L. Ledwaba, 149 Wessels Street, Bendor, Pietersburg.

Saak No. 6729/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen ABSA BANK BEPERK (Reg. No. 86/04794/06), Eiser, en MARY ANN VENTER (ID: 5102050069003), Eerste Verweerder, CHARL ANDRE VENTER (ID: 7405115181087), Tweede Verweerder, DEON GERHARD VENTER (ID: 7207305023081), Derde Verweerder, GERHARDUS VENTER, 4de Verweerder, en GMV BOUERS BK (CK94/10820/23), 5de Verweerder

Ingevolge 'n vonnis gelewer op 12 Junie 2001, in die Pietersburg Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 16 Januarie 2002 om 10h00, te die Baljukantoor, Platinumstraat 66, Ladine, Pietersburg, aan die hoogste bieër, met geen reserweprys:

Beskrywing: Erf 462, geleë in die dorpsgebied van Bendor, Pietersburg, Registrasieafdeling L.S., Noordelike Provinsie, groot 1 800 (eenduisend agthonderd) vierkante meter, gehou kragtens Akte van Transport No. T97451/94, deur die 1ste Verweerder.

Straatadres: De Wetrylaan 350, Bendor, Pietersburg.

Die volgende inligting word aangegee, maar is nie gewaarborg nie:

Die eiendom bestaan uit 'n woonhuis met ingangsportaal, sit-/eetkamer, familiekamer, kombuis, 5 slaapkamers, 2 badkamers, 2 aparte toilette, opwas en spens. *Buitegeboue:* 3 motorhuise met bediendekamer, wasbak en toilet.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Platinumstraat 66, Ladine, Pietersburg.

Gedateer te Pietersburg op die 28ste dag van November 2001.

Mr L. S. Lee, vir Lourens S. Lee Inc., Eiser se Prokureur, Hans van Rensburgstraat 14, Pietersburg, 0699; Posbus 27, Pietersburg, 0700. [Tel. (015) 291-3217/8.] (Verw. mnr. J. D. Traynor/RD/A1990.)

Adres van Verweerders: Mary Ann Venter (ID: 5102050069003), De Wetrylaan 350, Bendor, Pietersburg.

Saak No. 15106/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en KHAZAMULA SOLOMON MAKHUVELE, Eerste Vonnisskuldenaar, en NDAHENI ANNIKY MAKHUVELE, Tweede 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 24 Januarie 2002 om 13:00, voor die Landdroshof, Waterval, nl:

Erf 1397, Zone A Waterval, distrik Giyani, geleë te Huis 1397, Zone A Waterval, groot 468 vierkante meter.

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 verkoopsvoorwaardes 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: 1 sitkamer, 1 eetkamer, 1 badkamer, 1 toilet, 1 kombuis en 3 slaapkamers.

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 verkoopsvoorwaardes sal deur die Balju, Waterval, van hierdie Hof uitgelees word voor die verkoping en lê ter insae by die kantore van die Balju, Waterval, van hierdie Hof en by die kantoor van die Eiser se prokureurs.

Smith - Smith, Vonnisskuldeiser Prokureurs, Longstraat 3003, Kempton Park, 1620. [Tel. (011) 975-8104.] (Verw. mev. C. Smith/EDP/A2852.)

Case No. 30486/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between VOLTEX (PTY) LIMITED, trading as ATLAS CABLE SUPPLIES, Plaintiff, and GERTBRECHT SUSANNA DEDNAM, First Defendant, and GERT JACOBUS DEDNAM, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at Office of the Sheriff, 25 Mangaan Street, Pietersburg, on Wednesday, the 16th day of January 2002 at 10h00:

Full conditions of sale can be inspected at the Offices of the Sheriff of the High Court, Pietersburg, 66 Platinum Street, Ladine, Pietersburg, and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Portion No. 54 (Remaining Extent) Farm No. 684.

Improvements: Dwelling with brick construction, corrugated iron roof, 4 bedrooms, 2 bathrooms, TV room, lounge, dining-room, kitchen and laundry. *Outbuildings:* Cooling room, rondavel, servants' quarters (3 rooms), store-room, double garage, office block (under construction), swimming-pool, shower and 2 toilets—property fenced with electric fencing.

Known as: Plot 54, Palmietfontein, Pietersburg.

Dated at Pretoria on this 27th day of November 2001.

(Sgd.) V. Stupel, for Hack Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, Pretoria; P.O. Box 2000, Pretoria. (Tel. 325-4185.) (Ref. Mr Stupel/ML VS 8115AX.)

Case No. 19581/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and CHRISTINA FRANCINA VAN HEERDEN, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held by the Sheriff of Ladine, at 66 Platinum Street, Ladine, on 16 January 2002 at 10h00, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Portion 7 (a portion of Portion 1) of Erf 287, situated in the Township of Welgelegen Ext. 1, Registration Division LS, Northern Province, measuring 615 square metres, held under Deed of Transfer No. T39064/98, known as 8A LT Gert du Toit Crescent, Welgelegen Ext. 1, Pietersburg.

The following information is furnished, though in this regard nothing is guaranteed: Vacant land.

Terms: The sale is without reserve. Deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Ladine, within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Ladine, 66 Platinum Street, Ladine.

Dated at Pretoria this 27th day of November 2001.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste and Adams House, Hadefields; 1267 Pretorius Street, Hatfield, Pretoria. (Mrs Kartoudes/YVA/65507.)

Case No. 2450/99

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and M E MDHLULI, Defendant

In pursuance of a judgement in the Seshego Court and writ of execution dated 13 January 2000, the following immovable property will be sold in execution on the 17 January 2002, at 10h00, at the Magistrate's Offices, Seshego, to the highest bidder:

To wit: Erf 83, Seshego-H Township, better known as 83 Zone H, Seshego, Registration Division L.S., Northern Province, in extent 630 square metres, held by Title Deed TG1028/1992LB.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref. P522/99.)

Case No. 14384/98

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and NTWAMPE BUTCHERY, Defendant

In pursuance of a judgement in the Pietersburg Court and writ of execution dated 28 December 1999, the following immovable property will be sold in execution on the 17 January 2002 at 10h00, at the Magistrate's Office, Seshego, to the highest bidder:

To wit: Ptn 2 of Erf 3817, Seshego-B Township, better known as 3817 02 Zone B, Seshego, Registration Division L.S., Northern Province, in extent 80 square metres, held by Title Deed TG1555/1987LB.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref. P581/98.)

Case No. 13553/98

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and NTWAMPE HARDWARE, Defendant

In pursuance of a judgement in the Pietersburg Court and writ of execution dated 18 June 1999, the following immovable property will be sold in execution on the 17 January 2002 at 10h00, at the Magistrate's Offices, Seshego, to the highest bidder:

To wit: Erf 8142, Seshego-F Township, better known as 8142 Zone F, Seshego, Registration Division L.S. Northern Province, in extent 855 square metres, held by Title Deed TG43461/1997LB.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref. P570/98.)

Case No. 2467/99

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and M A LEGODI, Defendant

In pursuance of a judgement in the Seshego Court and writ of execution dated 11 January 2000, the following immovable property will be sold in execution on the 17 January 2002 at 10h00, at the Magistrate's Offices, Seshego, to the highest bidder:

To wit: Erf 1212, Seshego-C Township, better known as 1212 Zone C, Seshego, Registration Division L.S., Northern Province, in extent 372 square metres, held by Title Deed TG681/1980LB.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref. P446/99.)

Case No. 968/2000

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and M E SEHLAPELO, Defendant

In pursuance of a judgement in the Seshego Court and writ of execution dated 31 August 2000, the following immovable property will be sold in execution on the 17 January 2002 a 10h00, at the Magistrate's Offices, Seshego, to the highest bidder:

To wit: Erf 573, Seshego-F Township, better known as 573 Zone F, Seshego, Registration Division L.S., Northern Province, in extent 480 square metres, held by Title Deed TG1334/1992LB.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref. N552/00.)

Case No. 957/00

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and G T CHAUKE, Defendant

In pursuance of a judgement in the Seshego Court and writ of execution dated 31 August 2000, the following immovable property will be sold in execution on the 17 January 2002 at 10h00, at the Magistrate's Offices, Seshego, to the highest bidder:

To wit: Erf 589, Seshego-H Township, better known as 589 Zone H, Seshego, Registration Division L.S., Northern Province, in extent 450 square metres, held by Title Deed TG1359/1992LB.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref. N541/00.)

Case No: 1160/00

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and M A SEKHITLA, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 29 September 2000, the following immovable property will be sold in execution on the 17 January 2002 at 10h00, at the Magistrate's Offices, Seshego, to the highest bidder:

To wit: Erf 2066, Seshego—C Township, better known as 2066 Zone C, Seshego, Registration Division LS, Northern Province, in extent 513 square metres, held by Title Deed TG1865/1990LB.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: N669/00.)

Case No: 7/2000

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and P K PHELA, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 16 March 2000, the following immovable property will be sold in execution on the 17 January 2002 at 10h00, at the Magistrate's Offices, Seshego, to the highest bidder:

To wit: Erf 1441, Seshego—H Township, better known as 1441 Zone H, Seshego, Registration Division LS, Northern Province, in extent 450 square metres, held by Title Deed TG1120/1992LB.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: P770/99.)

Case No: 1058/2000

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and M W MASEKWAMENG, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 9 September 2000, the following immovable property will be sold in execution on the 17 January 2002 at 10h00, at the Magistrate's Office, Seshego, to the highest bidder:

To wit: Erf 44, Seshego—E Township, better known as 44 Zone E, Seshego, Registration Division LS, Northern Province, in extent 536 square metres, held by Title Deed TG394/1993LB.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: N616/00.)

Case No: 793/2000

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and P J RINGANE, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 24 July 2000, the following immovable property will be sold in execution on the 17 January 2002 at 10h00, at the Magistrate's Office, Seshego, to the highest bidder:

To wit: Erf 8244, Seshego—A Township, better known as 8244 Zone A, Seshego, Registration Division LS, Northern Province, in extent 494 square metres, held by Title Deed TG1979/1995LB.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: N395/00.)

Case No: 1219/2000

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and M M MANAMELA, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 23 October 2000, the following immovable property will be sold in execution on the 17 January 2002 at 10h00, at the Magistrate's Offices, Seshego, to the highest bidder:

To wit: Erf 137, Seshegp—9A Ext. 1, better known as 137 Seshego 9A Ext. 1, Lethuli Park, Registration Division LS, Northern Province, in extent 472 square metres, held by Title Deed T117796/1997.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: N713/00.)

Case No: 1218/2000

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and M S THAMAGA, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 23 October 2000, the following immovable property will be sold in execution on the 17 January 2002 at 10h00, at the Magistrate's Office, Seshego, to the highest bidder:

To wit: Erf 149, Seshego—9A Ext. 1, better known as 149 Seshego 9A Ext. 1, Lethuli Park, Registration Division LS, Northern Province, in extent 448 square metres, held by Title Deed T77546/1998.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: N714/00.)

Case No: 978/2000

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

In the matter between: PIETERSBURG/POLOKWANE TLC, Plaintiff, and M P PHELA, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 31 August 2000 the following immovable property will be sold in execution on the 17 January 2002, at 10h00, at the Magistrate's Offices, Seshego to the highest bidder:

To wit:

Erf 489, Seshego—H Township, better known as 489 Zone H, Seshego, Registration Division L.S., Northern Province, in extent 450 square metres, held by Title Deed TG1228/1992LB.

Signed at Pietersburg on this the 14th day of November 2001.

(Sgnd.) T. Meyer, Diamond, Hamman & Associates, P.O. Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: N617/00.)

Saaknr. 23427/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen: FERROBOND (EDMS) BEPERK, Eiser, en JOUBERT, LEONARD LUDWIG, 1ste Verweerder, JOUBERT, HESTER MARTHA, 2de Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op die 16de dag van September 1999 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Ellisras, op die 22ste dag van Januarie 2002 om 10:00 te Landdroskantoor, Ellisras, verkoop:

Sekere: Erf 173, Ellisras Uitbreiding 2 Dorpsgebied, Registrasie Afdeling L.Q., Noordelike Provinsie, beter bekend as Barendstraat 1, Ellisras X2, groot 1 561 (een duisend vyf honderd een en sestig) vierkante meter.

Ten tye van die opstel van hierdie kennisgewing was die volgende verbeteringe aangebring op die eiendom, maar word niks gewaarborg nie: 'n Woonhuis bestaande uit 'n sitkamer, eetkamer, 3 slaapkamers, badkamer, kombuis en 1 motorhuis.

Die Koper moet 'n deposito van 10% van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n Bank of Bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

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

Dyason Ing, Prokureurs vir Eiser, Leopont, Kerkstraat Oos 451, Pretoria. [Tel. (012) 334-3601.] [Verw: T. du Plessis/AN (FF 1033).]

Saaknr. 520/01

IN DIE LANDDROSHOF VIR DIE DISTRIK SESHEGO GEHOU TE SESHEGO

In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en FULUFHELO ABEL MUKHADA, Eksekusieskuldenaar

Ten uitvoer van 'n vonnis wat die Landdros van Seshego toegestaan het op 18/04/01 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 24 Januarie om 10h00 by die Landdroshof Seshego aan die hoogste bieder, naamlik:

Erf 281, geleë in die dorpsgebied Seshego 9E Uitbreiding 4, Registrasie Afdeling L S, Noordelike Provinsie, groot 586 (vyfhonderd ses en tagtig) vierkante meter, gehou kragtens Akte van Transport T110881/97.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Stand 281, Zone 4, Seshego 9E en bestaan uit: Sitkamer, 2 x slaapkamers, kombuis, badkamer met toilet en opwas.

Terme: Die veilingskostes plus 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopsvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bougenootskapswaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopsvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju Landdroshof, Seshego, en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 3de dag van Desember 2001.

(Get) W. A. H. Nel, Steytler & Vennote, 1ste Vloer, Pionier Sentrum, Landros Marestraat 52, Pietersburg. (Tel: (015) 295-9340.] [Faks: 291-1749.] (Verw. Mnr. Nel/cc/ANA 604.)

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* M J & T E NWEDAMATSWU

Pietersburg, Case No. 4133/01

The property: Portion 146 (a portion of Portion 141) of the farm Tweefontein 915, in extent 22,5904 hectares, situate at Portion 146 (a portion of Portion 141) of the farm Tweefontein 915.

Improvements (not guaranteed): 3 bedrooms with built in cupboards, main bedroom with en-suite & dressing room, 1 bathroom/shower/toilet, dining room, lounge, kitchen, laundry, family room, 1 bedroom flat, double garage, 2 bedroom flat, cement dam, swimming pool.

Date of sale: 16th January 2002 at 10:00 am.

Place of sale: Sheriff's Office, 66 Platinum Street, Ladine.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank guaranteed cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Pietersburg.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case Number: 16295/99

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

In the matter between: MERCANTILE SAVINGS & LOANS, Execution Creditor, and BOPAPE S P, Judgement Debtor

In pursuance of a judgment of the Magistrate's Court of Pietersburg dated 18 May 2001 and a warrant of execution the following property will be sold in execution and to the highest bidder, on the 16th day of January 2002, 10:00 at:

Platinum Street 66, Ladine, Pietersburg, Portion 160 of Erf 6469 Pietersburg Extension 11, held by Deed of Transfer No: T109195/1997.

And take further note that the conditions of sale will lay for inspection at the offices of the Sheriff for Pietersburg the conditions are *inter alia* the following:

1. The purchaser shall pay a deposit of 10% of the purchase price at the time of the sale;

2. The balance of the purchase price plus all amounts of interest shall be secured within 21 days of the date of sale;

3. The property shall be sold subject to any valid existing tenacy and bonds.

Signed at Pietersburg on this the 27th day of November 2001.

(Sgd) D. Gouws, Smit & Maree Attorneys, 17 Schoeman Street, P.O. Box 4075, Pietersburg. [Tel. (015) 291-1637.] (Ref: E Smit/le/SM0847.)

Saaknr. 1110/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK MOKERONG GEHOU TE MAHWELERENG

In die saak tussen: NEDCOR BANK BEPERK, handeldrywende as NEDBANK, Eksekusieskuldeiser, en M G MOLALA, handeldrywende as MOLL INVESTMENTS, Eksekusieskuldenaar

Ten uitvoer van 'n vonnis wat die Landdros van toegestaan het op 20/02/2001 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 18 Januarie 2002 om 10h00 by die Landdroskantoor, Mokerong, aan die hoogste bieder, naamlik:

Erf 2320, Gedeelte 4, groot 2431 (twee vier drie een) vierkante meter, soos getoon op Algemene Plan/Diagram No. 166/1970 geleë in die dorpsgebied Mahwelereng Eenheid 1, distrik Potgietersrus.

Die eiendom kan omskrywe word soos volg: Eiendom geleë te Erf 2320, Gedeelte 4, Mahwelereng Eenheid 1, distrik Potgietersrus, en bestaan uit: Winkel, stoorkamer en toilet.

Terme: Die veilingskostes plus 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopsvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bougenootskapswaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopsvoorwaardes wat onmiddelik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju Landdroshof, Mokerong en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 6de dag van Desember 2001.

(Get) W. A. H. Nel, Steytler Nel & Vennote, 1ste Vloer, Pionier Sentrum, Landros Marestraat 52, Pietersburg. [Tel. (015) 295-9340.] (Faks: 291-1749.) (Verw. Mnr. NEL/cc/ANN 066.)

Case No. 2439/99

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and M S MAHONZE, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 10 December 1999, the following immovable property will be sold in execution on the 17 January 2002 at 10h00, at the Magistrate's Offices, Seshego, to the highest bidder:

To wit: Erf 662, Seshego-E Township, better known as 662 Zone E, Seshego, Registration Division L.S. Northern Province in extent 370 square metres, held by Title Deed TG923/1993LB.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref. P469/99.)

Case No. 2463/99

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and R W HUNE, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 6 January 2000, the following immovable property will be sold in execution on the 17 January 2002 at 10h00, at the Magistrate's Offices, Seshego, to the highest bidder:

To wit: Erf 425, Seshego-H Township, better known as 425 Zone H, Seshego, Registration Division L.S., Northern Province, in extent 450 square metres, held by Title Deed TG2395/1992LB.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref. P439/99.)

Case No. 1359/00

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and F M MATHETE, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 11 December 2000, the following immovable property will be sold in execution on the 17 January 2002 at 10h00, at the Magistrate's Offices, Seshego, to the highest bidder:

To wit: Erf 85, Seshego-E Township, better known as 85 Zone E, Seshego, Registration Division L.S., Northern Province in extent 371 square metres, held by Title Deed TG419/1993LB.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref. N456/00.)

Case No. 2599/99

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and M G KGOKANE, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 13 January 2000 the following immovable property will be sold in execution on the 17 January 2002, at 10h00, at the Magistrate's Offices, Seshego, to the highest bidder:

To wit: Erf 315, Seshego-E Township, better known as 315 Zone E, Seshego, Registration Division L.S., Northern Province, in extent 371 square metres, held by Title Deed TG329/1993LB.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref. P725/99.)

Case No. 2536/99

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and F G MABEBA, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 13 January 2000, the following immovable property will be sold in execution on the 17 January 2002 at 10h00, at the Magistrate's Offices, Seshego, to the highest bidder:

To wit: Erf 1376, Seshego-D Township, better known as 1376 Zone D, Seshego, Registration Division L.S. Northern Province, in extent 815 square metres, held by Title Deed TG1958/1988LB.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref. P591/99.)

Case No. 2509/99

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and J BALOYI, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 31 January 2001, the following immovable property will be sold in execution on the 17 January 2002 at 10h00, at the Magistrate's Offices, Seshego, to the highest bidder:

To wit: Erf 8256, Seshego-A Township, better known as 8256 Zone A, Seshego, Registration Division L.S., Northern Province, in extent 457 square metres, held by Title Deed TG1991/1995LB.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref. P557/99.)

Case No. 2540/99

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and N A NKOANA, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 13 January 2000, the following immovable property will be sold in execution on the 17 January 2002, at 10h00, at the Magistrate's Offices, Seshego, to the highest bidder:

To wit: Erf 745, Seshego-H Township, better known as 745 Zone H, Seshego, Registration Division L.S., Northern Province, in extent 450 square metres, held by Title Deed TG336/1993LB.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref. P523/99.)

Case No. 1059/2000

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and K S MABOTJA, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 7 September 2000, the following immovable property will be sold in execution on the 17 January 2002 at 10h00, at the Magistrate's Offices, Seshego, to the highest bidder:

To wit: Erf 113, Seshego-E Township, better known as 113 Zone E, Seshego, Registration Division L.S., Northern Province, in extent 371 square metres, held by Title Deed TG43551/1997LB.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref. P617/00.)

Case No. 94/2000

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and E M SEMA, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 28 May 2000, the following immovable property will be sold in execution on the 17 January 2002 at 10h00, at the Magistrate's Offices, Seshego, to the highest bidder:

To wit: Erf 221, Seshego-E, Township, better known as 221 Zone E, Seshego, Registration Division L.S., Northern Province, in extent 371 square metres, held by Title Deed TG566/1993LB.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref. P947/99.)

Case No: 2430/99

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and N P MPYANA, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 10 December 1999, the following immovable property will be sold in execution on the 17 January 2002 at 10H00, at the Magistrate's Offices, Seshego, to the highest bidder:

To wit: Erf 541, Seshego—E Township, better known as 541 Zone C, Seshego, Registration Division LS, Northern Province, in extent 371 square metres, held by Title Deed TG3/1994LB.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: P432/99.)

Case No: 2534/99

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and H P NKOANA, Defendant

In pursuance of a judgment in the Court and writ of execution dated 13 January 2000, the following immovable property will be sold in execution on the 17 January 2002 at 10H00, at the Magistrate's Offices, Seshego, to the highest bidder:

To wit: Erf 225, Seshego—E Township, better known as 225 Zone E, Seshego, Registration Division LS, Northern Province, in extent 371 square metres, held by Title Deed TG570/1993LB.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: P500/99.)

Case No: 846/2000

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and N D MABOTJA, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 17 August 2000, the following immovable property will be sold in execution on the 17 January 2002 at 10H00, at the Magistrate's Offices, Seshego, to the highest bidder:

To wit: Erf 331, Seshego—H Township, better known as 331 Zone H, Seshego, Registration Division LS, Northern Province, in extent 630 square metres, held by Title Deed TG2342/1992.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: N460/00.)

Case No: 1063/2000

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

In the matter between PIETERSBURG/POLOKWANE TLC, Plaintiff, and R R KWADI, Defendant

In pursuance of a judgment in the Seshego Court and writ of execution dated 7 September 2000, the following immovable property will be sold in execution on the 17 January 2002 at 10H00, at the Magistrate's Offices, Seshego, to the highest bidder:

To wit: Erf 310, Seshego—H Township, better known as 310 Zone H, Seshego, Registration Division LS, Northern Province, in extent 630 square metres, held by Title Deed TG2237/1992LB.

Signed at Pietersburg on this 14th day of November 2001.

T Meyer, for Diamond, Hamman & Associates, PO Box 937, 13 Biccard Street, Pietersburg, 0699. (Ref: N629/00.)

Saaknommer: 1043/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen: B O E BANK BEPERK, Registrasienommer: 51/00847/06, Eiser, en GWO-KUANG FANG (ID: 6012155871188), Verweerder

Kennis word hiermee gegee dat nadat 'n lasbrief vir eksekusie gedateer 08 Maart 2001, uitgereik is deur die bogemelde Agbare Hof sekere vaste eiendom naamlik:

Eiendomsbeskrywing: Erf 3948, geleë in die dorpsgebied Pietersburg, Uitbreiding II, Registrasieafdeling L.S., Noordelike Provinsie, groot 1 013 (een nul een drie) vierkante meter, gehou kragtens Akte van Transport T30200/91.

Adres: Bekkerstraat 119, Pietersburg.

Bestaande uit 1 sitkamer, 1 eetkamer, 1 kombuis, 3 slaapkamers, 1 badkamer, 1 stort, 2 toilette, 2 motorhuise, 1 bediendekamer, 1 buitetoilet (die aard, grootte, toestand en bestaan van die verbeterings word nie gewaarborg nie en word "voetstoots" verkoop);

verkoop sal word in eksekusie deur die Balju van die Landdroshof/Afslaer te die Landdroshof, Platinumstraat 66, Ladine, Pietersburg, op 16 Januarie 2002 om 10:00.

Die eiendom word verkoop onderhewig aan die verkoopsvoorwaardes wat ter insae lê by die Landdroshof, Pietersburg, en die kantoor van die Balju vir die Landdroshof, Pietersburg, Platinumstraat 66, Ladine, Pietersburg, welke voorwaardes onder andere die volgende vervat:

1. Die koper moet 'n deposito van 10% van die koopprys in kontant onmiddellik na die toeslaan van die bod betaal, die balans teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju van die Landdroshof of Afslaer binne veertien (14) dae na die datum van die verkoping verstrek te word.

2. Nog die Eiser nog die Verweerder nog die Balju van die Landdroshof/Afslaer verskaf enige waarborg wat betref die eiendom en word die eiendom "voetstoots" verkoop.

Gedoen en geteken te Potgietersrus op hierdie 3de dag van Desember 2002.

A J Coetzer, McGrath & Coetzer Ass., Van Heerdenstraat 76, Posbus 854, Potgietersrus, 0600. (Verw: Mnr Coetzer/TS/C.15237.)

Case No. 3064/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and HLENGANI SOLOMON SITHOLE, 1st Defendant, and BEATRICE NOMNIKELO SITHOLE, 2nd Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Malamulele at the Magistrate's Court, Malamulele on Thursday, 17 January 2002 at 13h00:

Full conditions of sale can be inspected at the Sheriff Malamulele, 43 Potgieter Street, Phalaborwa and will be read out prior to the sale taking place.

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

Property: Erf B386, Malamulele, District Malamulele, measuring 1 026 square metres, also known as Erf 386, Zone B Malamulele.

Improvements: Dwelling: 3 bedrooms, 1 bathroom, 1 kitchen, 2 other rooms.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. (012) 342-9164.] (Ref. Mr Croucamp/Belinda/E6794.)

Case No. 10603/1998

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

In the matter between S M ESSA & COMPANY, Plaintiff, and P M MOLEFE, t/a MOLEFE CONSTRUCTION, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution, the property described as:

Erf 1621, Mahwelereng-A, District Mokerong, Registration Division N O, Northern Province, in extent 496 square metres, held by Deed of Grant TG 802/1983 LB, will be sold in front of the Offices of the Magistrate, Mokerong, by the Sheriff of the Court for Mokerong, on 18.01.2002 at 10:00 without reserve and to the highest bidder.

Improvements (which are not warranted to be correct and not guaranteed): Residential dwelling situate on Erf 1621, Mahwelereng-A.

The material conditions of the sale are:

1. Unless arrangements are made with the Plaintiff before the sale, the purchaser must pay a deposit of 10% (ten per centum) of the purchase price or R1 000,00 (one thousand rand) whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a guarantee approved by the Sheriff and delivered within 21 (twenty one) days from date of sale.

2. The sale is "voetstoots" and subject to:

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

2.2 the conditions of the title deed; and

2.3 the conditions of the sale which may be inspected at the offices of the Sheriff who will read the conditions of the sale immediately before the sale.

Dated at Pietersburg on 6 December 2001.

L F de Lange, Pratt Luyt & De Lange, Attorney for Plaintiff, Legnum Park, 20 Market Street (P O Box 152), 0700, Pietersburg. (Ref. MP/LK2590.)

NORTH WEST
NOORDWES

Saak No. 6693/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen ABSA BANK BEPERK, Eiser, en WJ & CC KLOPPER, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 27 September 2001 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 24 Januarie 2001 om 10h00, te Kockstraat 64, Pochefstroom, aan die hoogste bieder geregtelik verkoop sal word, naamlik:

Gedeelte 3 van Erf 612, geleë in die dorp Potchefstroom, Registrasie Afdeling I.Q., provinsie Noordwes, groot 700 (sewe nul nul) vierkante meter.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Wolmaransstraat 86, Potchefstroom, 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 28ste dag van November 2001.

Gerrit Coetzee, GJS Coetzee, Prokureurs vir Eiser, Lombardstraat 62, Potchefstroom. (Verw. Coetzee/tc/A40.01.)

Saak No. 4174/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Vonnissuldeiser, en DAWID HENDRIK CONRADIE, Vonnisskuldenaar

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika (TPA), en 'n lasbrief gedateer 28 Mei 2001 sal die volgende eiendom verkoop word in eksekusie op 25 Januarie 2002 om 10:00, te Landdroshof, Rustenburg, nl:

Gedeetle 2 van Erf 552, Rustenburg Dorpsgebied, geleë te Benonistraat 41, Rustenburg, groot 595 vkm.

Verkoopsvoorwaardes:

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 Verkoopsvoorwaardes 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: 1 ingangsportaal, 1 sitkamer, 1 kombuis, 3 slaapkamers, 1 badkamer.

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. Volledige verkoopsvoorwaardes sal deur die Balju Rustenburg van hierdie Hof uitgelees word voor die verkoping en lê ter insae by die kantore van die Balju, Rustenburg, 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/A2311.)

Case No. 27882/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between FIRST RAND BANK LIMITED (formerly known as FIRST NATIONAL BANK LIMITED), Plaintiff, and HOBAKENE ZAKIA TSHEHLA, 1st Defendant, and NOZIPHO ELSIE TSHEHLA, 2nd Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff's Offices, 23 Leask Street, Klerksdorp, on Friday, the 18th day of January 2002 at 10h00:

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

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

Property: All right, title and interest in the leasehold in respect of Erf 10964 (previously known as Site 780), Jouberton Extension 6 Township, Registration Division IP, Transvaal.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, PO Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/LVDM/GP34351.)

Case No. 23756/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between FIRST RAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF S.A. LTD), Plaintiff, and LUCKY SEROTO, Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Tlhadane, on Friday, the 18th day of January 2002 at 14h00.

Full conditions of sale can be inspected at the Sheriff Mankwe/Bafokeng, at Suite 32–33 Tlhabane Shopping Complex, Tlhabane, and will be read out prior to the sale.

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

Property: Erf/Stand 3691, Meriting Unit 3 District Bafokeng, Registration Division JQ, Province of the North West.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, PO Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/LVDM/GP3429.)

Case No. 98/34441

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and SMIT: JOHANN, Defendant

A sale in execution will be held on Friday, 18 January 2002 at 08h30 by the Sheriff for Brits at the office of the Sheriff, 9 Smuts Street, Brits, of:

Erf 408, situate in the township Elandsrand, Registration Division: JQ North West Province, in extent 1 590 (one thousand five hundred and ninety) square metres, held by virtue of Deed of Transfer No. T54163/1988, known as 3 Matroosberg Crescent, Elandsrand, Brits.

Particulars are not guaranteed: Dwelling with lounge, dining room, study, kitchen, 3 bedrooms, bathroom/toilet, scullery. *Outbuildings:* Single garage and toilet.

Inspect conditions at Sheriff for Brits at the Office of the Sheriff, 9 Smuts Street, Brits.

Dated at Pretoria on this the 10th day of December 2001.

J A Alheit, MacRobert Inc, Attorney for the Plaintiff, 23rd Floor, SAAU BUilding, cnr Schoeman & Andries Streets, Pretoria, 0002. [Tel. (012) 339-8311.] (Ref. JAA/A Mouton/M89341.)

Saak No. 17699/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen NEDCOR BANK (BPK), Eiser, en KL & M BUKASA, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 24 Augustus 2001 sal die ondervermelde eiendom op Vrydag, die 18de dag van Januarie 2002 om 12:00 te Abrahamstraat 6, Flamwood, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 39, Flamwood, groot 1 983 vierkante meter, ook bekend as Abrahamstraat 6, Flamwood, Klerksdorp.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieër, 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 balans tesame met rente daarop bereken teen 14,50% per jaar tot datum van registrasie van transport, sal binne 14 (veertein) 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, 2 badkamers, sit- en eetkamer.

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

Gedateer te Klerksdorp op hieride 13 November 2001 dag van November 2001.

A H Snyman, Oosthuizen Du Plooy & Vennote, 3de Vloer, Eerste Nasionale Bankgebou, Kerkstraat 58 (Posbus 22), Klerksdorp. (Ref. AHS/MP/B2.01.)

Saak No. 54/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MOLOPO GEHOU TE MMABATHO

In die saak tussen NEDCOR BANK (BPK), Eiser, en MOSIRELETSI ABEL PHAKEDI, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Mmabatho en lasbrief vir eksekusie teen goed met datum 2 Februarie 2001 sal die ondervermelde eiendom op Woensdag, die 16de dag van Januarie 2002 om 10:00 te die Balju Mmabatho, James Watt Cresent 24, Mafikeng, aan die hoogste bieder verkoop word, naamlik:

Erf 7197, Mmabatho Unit 15, groot 400 vierkante meter, ook bekend ad 7197 Mmabatho Unit 15.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieër, 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 balans tesame met rente daarop bereken teen 14% 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 Woonhuis bestaande uit 2 slaapkamers, een badkamer, sit- en eetkamer.

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

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

A H Snyman, Oosthuizen Du Plooy & Vennote, 3de Vloer, Eerste Nasionale Bankgebou, Kerkstraat 58 (Posbus 22), Klerksdorp. (Ref. AHS/MP/P14.00.)

Saak No. 8124/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen NEDCOR BANK (BPK), Eiser, en FJE GRAHAM, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 22 Junie 2001 sal die ondervermelde eiendom op Vrydag, die 18de dag van Januarie 2002 om 11:00, te Cuckoostraat 13, Irenepark, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 1542, Klerksdorp Uit 5, groot 1 784 vierkante meter, ook bekend as Cuckoostraat 13, Irenepark, Klerksdorp.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieër, 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 balans tesame met rente daarop bereken teen 14% 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 4 slaapkamers, 2 badkamers, sitkamer, eetkamer en motorafdakke.

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

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

A H Snyman, Oosthuizen Du Plooy & Vennote, 3de Vloer, Eerste Nasionale Bankgebou, Kerkstraat 58 (Posbus 22), Klerksdorp. (Ref. AHS/MP/G1.01.)

Case No: 30387/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MAKISENG JULIUS NONYANE, Defendant

A sale will be held at the Magistrate's Court, Odi, Zone 5, Ga-Rankuwa, without reserve, on Thursday, 17 January 2002 at 10h00, of:

Site 4945, situate in the Township Mabopane Unit B, District Odi, measuring 941,1 (nine four one comma one) square metres, held by the Defendant under Deed of Grant No. 1101/77, situate: Site 4945, Mabopane Unit B, District Odi.

Improvements, although in this respect nothing is guaranteed: Shack.

Inspect conditions at the office of the Sheriff, High Court Odi.

P. S. de Waal, Macrobert Inc, Plaintiff's Attorneys, 23rd Floor, SAAU Building, corner of Andries & Schoeman Street, Pretoria. (Tel: 339-8311.) (Ref: SDW/rmp/M65940.)

Saaknommer: 18259/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen: SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en SAMUEL NKOMANE, 1ste Eksekusieskuldenaar, VIOLET DITIDIMALO NKOMANE, 2de Eksekusieskuldenaar

Ingevolge 'n vonnis gelewer op 25 Augustus 2001 in die bogemelde Agbare Hof, en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 18 Januarie 2002 om 08h30 te die Balju-kantoor, Smutsstraat 9, Brits, aan die hoogste bieër:

Erfnommer: Erf 1751, geleë in die dorpsgebied Lethlabile-A, Madibeng Local Municipality, Registrasie Afdeling J Q, Noordwes, grootte: 300 (driehonderd) vierkante meter.

Eiendomsadres: Huis 1751, Lethlabile-A.

Soos gehou deur die Eksekusieskuldenaar kragtens Akte van Transport T94050/1996.

1. Die verkoping sal onderhewig wees aan die voorwaardes van die Hooggeregshof Wet (soos gewysig), en die reëls gepaardgaande.

2. Die koper moet 10% van die koopprys met 'n bankgewaarborgde tjek of kontant betaal op die dag van die verkoping. Indien die koper finansiering ontvang vanaf 'n finansiële instansie, moet die koper binne 14 (veertien) dae vanaf die dag van die verkoping geskrewe bewys lewer vanaf die genoemde finansiële instansie dat die koper kwalifiseer vir 'n lening. Die leningsbedrag mag nie minder wees nie as die koopbedrag.

3. Die koper sal aanspreeklik wees vir enige rente aan die Eksekusieskuldeiser en aan die verbandhouer vanaf die koopdatum tot datum van registrasie, soos uiteengesit in die verkoopsvoorwaardes.

4. Oordrag sal gedoen word deur die Eksekusieskuldeiser of sy prokureur en die koper sal aanspreeklik wees vir alle oordragkoste, huidige erfbelasting en ander uitgawes nodig om die oordrag te finaliseer, op aanvraag by die genoemde prokureurs.

5. Die verkoping sal nie voortgaan nie tensy die Eksekusieskuldeiser of sy verteenwoordiger teenwoordiger is.

Die volle voorwaardes kan verkry word by die kantore van die Balju van die Hooggeregshof te Brits, Smutsstraat 9, Brits.

Gedateer te Pretoria op die 19de dag van November 2001.

Henstock van den Heever, Prokureur vir Eiser, Farendenstraat 343, Arcadia, Pretoria. (Verw: C. KOTZÉ/mm/HHN003.)

Case Number: 18259/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between SAAMBOU BANK LTD, Judgment Creditor, and SAMUEL NKOMANE, 1st Judgment Debtor, VIOLET DITIDIMALO NKOMANE, 2nd Judgment Debtor

In pursuance of a judgment on the 25th of August 2001 in the High Court of South Africa (Transvaal Provincial Division) and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on the 18th of January 2002 at the Sheriff's Office, 9 Smuts Street, Brits at 08h30, without reserve to the highest bidder:

Erf 1751, situated in the Township Lethlabile-A, Madibeng Local Municipality, Registration Division J Q, North-West, in extent 300 (three hundred) square metres, held by the Judgment Debtors in their names under Deed of Transfer No. T94050/1996.

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

2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the purchaser shall, within 14 (fourteen) days from the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

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

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

5. The sale shall not proceed unless the Judgment Creditor or its representative is present at the sale.

The full conditions may be inspected at the offices of the Sheriff of the High Court, at 9 Smuts Street, Brits, during office hours.

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

Henstock van den Heever, Judgment Creditor's Attorneys, 343 Farenden Street, Arcadia, Pretoria. (Ref: C KOTZÉ/HHN003.)

Saaknommer: 23863/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen: SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en MZINGAYE D P, Eksekusieskuldenaar

Ter tenuitvoerlegging 'n vonnis van bovermelde Agbare Hof, sal die volgende onroerende eiendom in eksekusie verkoop word deur die Balju van die Hooggeregshof, Klerksdorp, op 18 Januarie 2002 om 10h00 te die Baljukantoor, Leaskstraat 23, Klerksdorp, naamlik:

Erf 310, Tigane Dorpsgebied, Registrasie Afdeling IP, Noord-Wes Provinsie, groot: 287 (tweehonderd sewe en tagtig) vierkante meter.

Verbeterings: Woonhuis bestaande uit: 1 x sitkamer, 2 x slaapkamers, 1 x badkamer, 1 x kombuis.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die bovermelde Balju.

Geteken te Kempton park op die 4de dag van Desember 2001.

(Get) G. M. Maritz, Maritz, Boshoff & Du Preez, Schoemanslaan 4, Kempton Park. (Tel. 394-7140/1/2.) (Verw: A MARÉ/SB100 721HH.)

Saakno: 5505/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BRITS GEHOU TE BRITS

In die saak tussen: ABSA BANK BPK, Eiser, en A PLACE AT THE BEACH PROPERTIES No 1 CC (CK99/65203/23), Verweerder

Ingevolge vonnis van bogemelde Hof en lasbrief vir eksekusie gedateer 21 Augustus 2001 die hierinondergemelde eiendom geregtelik verkoop word aan die hoogste bieder op 18 Januarie 2002 om 9h00 te die kantoor van die Balju, Smutsstraat 9, Brits, naamlik:

Erf: Erf 55, Kosmos Ridge, distrik Brits, Registrasie Afdeling JQ, Noord Wes, gehou kragtens Akte van Transport Nr T33830/00, groot: 814 (agt honderd en veertien) vierkante meter.

Vernaamste voorwaardes:

(a) Die verkoping sal per publieke veiling aangebied word sonder reserwe en sal "voetstoots" wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser, vanaf datum van verkoping tot datum van betaling.

(c) Onmiddellik na verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantore te Brits nagegaan mag word.

(d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragkostes, hereregte, terreinhuur en ander koste verskuldig aan die Plaaslike Owerheid, rente ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% (tien) daarvan of R400,00 (vier honderd rand) welke ookal die meerdere is, tesame met die Balju se voorgeskrewe koste, onmiddellik na die verkoping in kontant of deur bankgewaarborgde tjek en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur die bank of bouvereniging binne 14 (veertien) dae vanaf datum van verkoping.

(f) By gebreke van die bepalings van die voorwaardes van verkoping, mag die koper verplig wees om 10% van die koopprys te betaal as "roukoop".

(g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju vir die Landdroshof, Smutsstraat 9, Brits [Telnr: (012) 252-1980.]

Gedateer te Brits op die 28ste dag van November 2001.

(Get) S. J. Pistorius, Langenhovens Ing, Prokureur vir Eiser, Pienaarstraat 59 (Posbus 1), Brits, 0250. [Telefoon: (012) 252-3413.] (Verw: JP/B van Wijk/ZA0118/BA112.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN RUSTENBURG GEHOU TE RUSTENBURG

Die Vonnisskuldeiser in die ondergenoemde is: NEDCOR BANK BEPERK

Ingevolge 'n Vonnis van die Landdroshof van Rustenburg en ter uitvoering daarvan kragtens 'n lasbrief vir eksekusie, sal die ondervermelde onderskeie eiendomme op Vrydag, 18 Januarie 2002 per publieke veiling verkoop word aan die hoogste bieder, naamlik:

1. ***Saaknommer:*** **7057/01.**

Vonnisskuldenaar/s: **MEV NP MAROBE.**

Eiendom: Erf 2641 in die dorpsgebied Geelhoutpark Uitbreiding 6, Registrasie Afdeling J.Q., Provinsie Noordwes;

Groot: 620 (seshonderd en twintig) vierkante meter;

Ook bekend as: Maanblomsingel 60, Geelhoutpark Uitbreiding 6, Rustenburg;

Gehou kragtens: Akte van Transport No. T 114407/2000;

Verbeterde eiendom: Daar is opgerig 1 Woonhuis wat gesê word bestaan uit: 3 slaapkamers, 1 badkamer, 1 kombuis, en 1 sitkamer.

Plek van veiling: Te die bovermelde perseel.

Tyd van veiling: 10h30.

2. ***Saaknommer:*** **5462/91.**

Vonnisskuldenaar/s: **MNR CB FEW.**

Eiendom: Gedeelte 39 (Ged van Ged 4) van die plaas Tweerivier 253 (Moedwil), Registrasie Afdeling J.Q., Provinsie Noordwes;

Groot: 29,7880 (nege en twintig komma sewe agt agt nul) hektaar;

Gehou kragtens: Akte van Transport No. T 61298/90;

Verbeterde eiendom: Daar is opgerig 1 Woonhuis wat gesê word bestaan uit: 5 kamers, buiten die kombuis en 1 badkamer en gewone buitegeboue bestaande uit 2 motorhuise, 'n bediende kamer en bediende toilet.

Plek van veiling: Te die bovermelde eiendom.

Tyd van veiling: 13h00.

3. ***Saaknommer:*** **765/01.**

Vonnisskuldenaar/s: **MNR TT MAANO.**

Eiendom: Erf 485 in die dorpsgebied Boitekong, Registrasie Afdeling J.Q., Provinsie Noordwes;

Groot: 281 (tweehonderd een en tagtig) vierkante meter;

Ook bekend as: Erf 485, Boitekong, Rustenburg;

Gehou kragtens: Sertifikaat van Eiendomsreg TE 67640/1995;

Verbeterde eiendom: Daar is opgerig 1 Woonhuis wat gesê word bestaan uit: 2 slaapkamers, 1 badkamer, 1 kombuis, en 1 sitkamer.

Plek van veiling: Te die Balju van die Landdroshof, Smitslaan, Rustenburg.

Tyd van veiling: 09h00.

4. ***Saaknommer:*** **16318/00.**

Vonnisskuldenaar/s: **MNR O S MOLEFI.**

Eiendom: Erf 925 in die dorpsgebied Boitekong Uitbreiding 1, Registrasie Afdeling J.Q., Provinsie Noordwes;

Groot: 275 (tweehonderd vyf en sewentig) vierkante meter;

Ook bekend as: Erf 925, Boitekong Uitbreiding 1, Rustenburg;

Gehou kragtens: Sertifikaat van Geregistreerde Toekenning van Huurpag Nr. TL 26230/95;

Verbeterde eiendom: Daar is opgerig 1 Woonhuis wat gesê word bestaan uit: 2 slaapkamers, 1 badkamer, 1 kombuis en 1 sitkamer.

Plek van veiling: Te die Balju van die Landdroshof, Smitslaan, Rustenburg.

Tyd van veiling: 09h00.

Onderhewig aan die volgende voorwaardes, naamlik:

(a) Die eiendom/reg van huurpag 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, onderhewig verder aan die goedkeuring van die eerste verbandhouer, Nedcor Bank Beperk, asook aan die voorwaardes van die Verkoping in Eksekusie.

(b) Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die balanskoopprys tesame met rente soos hieronder uiteengesit, per jaar tot datum van registrasie van die Transport, sal binne 21 (een & twintig) dae na datum van verkoop betaal of gewaarborg word deur 'n goedgekeurde Bank- of Bougenootskapwaarborg.

(c) Die verbeteringe wat beweer op die eiendom te wees word nie gewaarborg nie.

(d) Die voorwaardes van die Verkoping in Eksekusie mag gedurende kantoorure by die kantoor van die Balju: Landdroshof Rustenburg geleë te Smitslaan, Rustenburg, nagesien word.

Geteken te Rustenburg op hede die 7de dag van Desember 2001.

(Get) GC van der Merwe, Immelman Visagie & Van der Merwe Ing., Bergstraat 57, Rustenburg, 0299; Posbus 673, Rustenburg, 0300. Verw: Van der Merwe/GG. Tel: (014) 59 29315/6.

Case No. 17360/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and MARTHINUS JOHANNES DU PLESSIS, Defendant

A sale in execution of the undermentioned property is to be sold by the Sheriff, Brits and to be held at the office of the Sheriff, Brits, 9 Smuts Avenue, Brits on Friday, 18 January 2002 at 08h30.

Full conditions of sale can be inspected at the Sheriff Brits, 9 Smuts Street, Brits and will be read out prior to the sale taking place.

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

Property: Portion 173 (a Portion of Portion 13) of the Farm Zilkaatsnek 439, Registration Division J.Q., North West, measuring 1,5886 hectares, also known as Portion 173 (a Portion of Portion 13) of the Farm Zilkaatsnek 439.

Improvements: Vacant land.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. Ref. Mr Croucamp/Lora/F945. Tel No. 432-9164.

Case No: 24808/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and THE TRUSTEES FROM TIME TO TIME OF THE W W W FAMILY TRUST No: IT1320/97, 1st Defendant, and WILLIAM JOACHIM KORB, 2nd Defendant

In execution of a Judgment of the Supreme Court of South Africa, Transvaal Provincial Division, in the abovementioned suit, a sale will be held by the Sheriff of Brits at 9 Smuts Street, Brits, on the 18 January 2002 at 8h30, of the undermentioned property of the Defendant, on the Conditions of Sale to be read out by the Auctioneer at the time of the sale:

Erf 358, situated in the Township of Elandsrand, Registration Division JQ, North West, measuring 2064 square metres, held under Deed of Transfer No: T30902/97, known as 3 Sneeuberg Place, Elandsrand, Brits.

The following information is furnished, though in this regard nothing is guaranteed: Vacant land.

Terms: The sale is without reserve. Deposit of 10% (Ten per centum) of the purchase price in cash on the day of the Sale, the balance against transfer to be secured by a Bank or Building Society Guarantee, to be approved by the attorney and to be furnished to the Sheriff, Brits within fourteen (14) days after the sale.

Conditions: The Conditions of Sale may be inspected at the offices of the Sheriff, Brits, 9 Smuts Street, Brits.

Dated at Pretoria this 13th day of November 2001.

Plaintiff's Attorney, Savage Jooste and Adams Inc., Savage Jooste and Adams House, Hadefields, 1267 Pretorius Street, Hatfield, Pretoria. Mrs Kartoudes/YVA/65638.

Case Number: 01/12939

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: ABSA BANK LIMITED, Plaintiff, and ANTON JURGENS DEYZEL (I.D. 6004175025085), First Defendant, and LINDA DEYZEL (I.D. 6308220002084), Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at Main Entrance of the Magistrate's Court Fochville, Cnr. Church Street & Losberg Avenue on Friday the 18 January 2002 at 10:00 of the undermentioned immovable property of the Defendants on the Conditions to be read out by the Auctioneer at the time of the sale, which Conditions will lie for inspection, prior to the sale, at 20 Borrius Street, Potchefstroom—

Portion 2 of Erf 782, Fochville Township, Registration Division I.Q., Province of Gauteng, Measuring 1000 (one thousand) Square Metres, Held by Deed of Transfer T81763/1989, being 5 8th Street, Fochville.

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

The dwelling consists of: Entrance hall, lounge, dining room, kitchen, 3 bedrooms, 2 bathrooms, w.c., 2 single garages.

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

Jay Incorporated, Plaintiff's Attorneys, Level Six Sunnyside Ridge Building, Sunnyside Drive, Parktown. Telephone: (011) 494-2828. Ref: 132559/Mrs J Davis/dg.

Case No. 22076/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and PHILLIMON KIBANE MATLALA, Defendant

A sale in execution of the undermentioned property is to be sold by the Sheriff, Brits and to be held at the office of The Sheriff, Brits, 9 Smuts Avenue, Brits, on Friday, 18 January 2002 at 08h30.

Full conditions of sale can be inspected at the Sheriff, Brits, 9 Smuts Street, Brits, and will be read out prior to the sale taking place.

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

Property: Erf 842, Lethlabile-A Township, Registration Division J.Q., North West, measuring 1 000 square metres, also known as Erf 842, Lethlabile, Zone 8, Brits.

Improvements: Dwelling: 3 Bedrooms, 2 Bathrooms, 1 Kitchen, 1 Living Room.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. Ref. Mr Croucamp/Lora/F956. Tel. No. 342-9164.

Case No. 32396/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and DANIEL JOHANNES TALJAARD, 1st Defendant, and RACHEL ROSE-MARIE TALJAARD, 2nd Defendant

A sale in execution of the undermentioned property is to be sold by the Sheriff, Brits, and to be held at the office of The Sheriff, Brits, 9 Smuts Avenue, Brits, on Friday, 18 January 2002 at 08h30.

Full conditions of sale can be inspected at the Sheriff, Brits, 9 Smuts Street, Brits, and will be read out prior to the sale taking place.

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

Property: Portion 36 (a portion of Portion 29) of the Farm De Kroon 444, Registration Division J.Q. North West, measuring 1,4202 hectares, also known as Portion 36 (a portion of Portion 29) of the Farm De Kroon 444.

Improvements: Dwelling: 7 bedrooms, 4 bathrooms, 6 other rooms.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. Ref. Mr Croucamp/Belinda/E5675. Tel. No. 342-9164.

WESTERN CAPE
WES-KAAP

SALE IN EXECUTION

NEDCOR BANK LIMITED *vs* M M & R L ARENDSE

Kuils River, Case No. 12652/98.

The property: Erf 10873, Kuils River.

In extent: 279 square metres.

Situated at: 24 South Street, Sarepta.

Improvements (not guaranteed): 1 bedroom, kitchen, bathroom, lounge, one room in bldg not complete.

Date of sale: 16th January 2002 at 09.00 am.

Place of sale: Kuils River Magistrates Court.

Material conditions: The Sale will be voetstoots, by Public Auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Kuils River, 29 Northumberland Road, Bellville, 7535.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Saak No. 30142/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: STAD KAAPSTAD, Eiser, en MNR G P DOCKEL, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 29 Augustus 2001 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 24 Januarie 2002 om 09h00 vm, op die perseel te Andries Pretoriusstraat 57, Parow, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 6427, Parow; groot 991 vierkante meter; gehou kragtens Transportakte Nr. T74975/2000.

Die volgende inligting word verstrek maar niks word gewaarborg nie: Die eiendom is semi-detached, sitkamer, 4 slaapkamers, kombuis, badkamer en toilet.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040); en/of Die Balju, Bellville (Tel. 948 8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,5% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur, en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, Mnr. C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040); en/of Die Balju, Bellville (Tel. 948 8326).

Adverteerder se adres: Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow.

Datum en verwysing: 8 November 2001. (NvR/B3704.)

Saak No. 27993/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen ABSA BANK BEPERK, Eiser, en YUSUF ALAWIE, Eerste Verweerder, en JAMIELA ALAWIE, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 29 Augustus 2001 sal die hiernabeskrewe onroerende eiendom in eksekusie verkoop word op Vrydag, 18 Januarie 2002 om 10:00, voor die Landdroskantoor, Kerkstraat, Wynberg, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 1339, Zeekoevlei, in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, geleë te Curlew Way 9, Pelican Park, Zeekoevlei (ook bekend as Dikkop Slot 3, Pelican Park, Zeekoevlei);

Groot 672 vierkante meter; Gehou kragtens Transportakte Nr. T105200/2000.

Die volgende inligting word verstrek maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, drie slaapkamers, sitkamer, kombuis, badkamer/toilet en onvoltooide aanbouing.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr. J C Fourie, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040); en/of Die Balju, (Tel. 021- 761-2820).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,5% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur, en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, Mnr. J C Fourie, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040); en/of Die Balju, (Tel. 021-761-2820).

Adverteerder se adres: Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow.

Datum en verwysing: 8 November 2001. (JF/LA/A921.)

Saak No. 15364/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eiser, en PIET DAVIDS, Eerste Verweerder, en EVA DAVIDS, Tweede Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 4 Oktober 2001 sal die hiernabeskrewe onroerende eiendom in eksekusie verkoop word op Woensdag, 16 Januarie 2002 om 09h00 voor die Landdroskantoor, Van Riebeeckweg, Kuilsrivier, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju/Afslaer by die veiling uitgelees sal word:

Erf 5811, Eersterivier, in die Stad Kaapstad, Afdeling Stellenbosch, Provinsie van die Wes-Kaap, geleë te Stowstraat 90, Eersterivier.

Groot 426 vierkante meter.

Gehou kragtens Transportakte Nr. T39546/1992.

Die volgende inligting word verstrek maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met teëldak, twee slaapkamers, sitkamer, kombuis, badkamer en toilet.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr. J C Fourie, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040); en/of Die Balju, Mnr I J Hugo, Northumberlandweg 29, Bellville (Tel. 021-948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,5% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur, en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, Mnr. J C Fourie, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040); en/of Die Balju, Mnr I J Hugo, Northumberlandweg 29, Bellville (Tel. 021-948-8326).

Adverteerder se adres: Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow.

Datum en verwysing: 9 November 2001. (JF/LA/A940)

Case No. 2976/00

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 FREDDY CLAASSEN, First Execution Debtor, and CHARMAINE ANNIE CLAASSEN, Second Execution Debtor

In execution of the Judgment of the High Court a sale will be held at the Mitchells Plain Court House, on 22 January 2002 at 10h00 am, to the highest bidder:

Erf: 15081, Mitchells Plain.

Measuring: Two hundred and fifty one square metres.

Situate at: 57 Bloubekke Street, Lentegeur, Mitchells Plain, 7785.

Property description: A brick residential dwelling under a tiled roof consisting of 3 bedrooms, lounge, dining room, kitchen, bathroom, toilet, shower.

Held by Title Deed: T618/2000.

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 7 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/W66878.

Case No: 22666/01

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

In the matter between: FIRSTRAND BANK LIMITED, Formerly FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and PETRUS LINDERS, First Defendant, and DEBORAH LINDERS, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 22nd November 2001, the under-mentioned property will be sold in execution at the Mitchells Plain Magistrate's Court on Tuesday, the 15th January 2002 at 10h00:

Erf 38247, Mitchells Plain, situate in the City of Cape Town, Cape Division, Province Western Cape, measuring 194 square metres and held by Deed of Transfer No. T.96471/94 comprising of a tiled roof, brick walled dwelling consisting of a bathroom, toilet, kitchen, lounge and 3 bedrooms, and known as 6 Kent Cottrel Close, Woodlands, Mitchells Plain.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and to the Title Deed insofar as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10 (ten) percent thereof in cash on the signing of the Conditions of Sale, or otherwise as the Auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the Bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved Bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The Conditions of Sale which will be read out by the Auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Parow this 11th day of December 2001.

Cohen Shevel & Fourie, per: T.O. Price, Plaintiff's Attorneys, 154 Voortrekker Road, Parow. Ref: Mr Price/MB/F.16104.

Case No. 6878/01

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between B O E BANK LIMITED (Reg. No. 51/00847/06) (through its NBS Division), Execution Creditor, and VUYISILE PLAATJIES (in his capacity as Administrator of the Estate Late Isaac Sicelo Pambili), Execution Debtor

In execution of the judgment of the High Court a sale will be held at the Mitchells Plain Court House on 15 January 2002 at 10h00 am, to the highest bidder:

Erf 7062, Weltevreden Valley, measuring two hundred and ninety five square metres, situate at 27 Seth Road, Hazeldene, Guguletu.

Property description: A residential dwelling comprising of lounge, kitchen, bathroom, toilet, 3 bedrooms, held by Title Deed T93602/99.

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 gaurantee.

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 3 December 2001.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; P O Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref. COL/Z05967.)

Case No. 2872/1998

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

In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Plaintiff, and GODFREY TROMP, First Defendant, and DORA TROMP, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Simon's Town and writ of execution dated 1 March 2001, the property listed hereunder, and commonly known as 33 St Sebastion Street, Sea Winds, Retreat, Western Cape Province, will be sold in execution at the premises on Wednesday, 23 January 2002 at 12h00 to the highest bidder:

Erf 143038, Cape Town at Retreat, in the City of Cape Town (South Peninsula Administration), Cape Division, Western Cape Province, extent 240 (two hundred and forty) square metres, held under Deed of Transfer No. T23800/1996.

The following improvements are reported to be on the property, but nothing is guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms, bathroom, toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Simon's Town, 131 St George's Road, Simon's Town, 7995. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 19 November 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/C Smith/N42842.)

Saak Nr. 3900/01

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen MUNISIPALITEIT DRAKENSTEIN, Eksekusieskuldeiser, en MARTHINUS HENSEN, Eerste Eksekusieskuldenaar, en SYLVIA HENSEN, Tweede Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 22 Oktober 2001 sal die volgende onroerende eiendom hieronder beskryf, geregtelik te Landdroskantoor, Bergrivier Boulevard, Paarl, verkoop word op 14 Januarie 2002 om 11h00 aan die hoogste bieër:

Erf Nr. 17756, Paarl, in die Munisipaliteit en Afdeling Paarl, groot 240 (tweehonderd en veertig) vierkante meter, gehou kragtens Transportakte Nr. T66989/1989, geleë te Geraniumstraat 18, Paarl.

Verkoopsvoorwaardes:

1. Die verkoping sal aan die hoogste bieër geskied, onderhewig aan die bepalings van die Wet op Landdroshowe (No. 32 van 1944), soos gewysig en die Reëls en bepalings wat daarvolgens die Transportaktes gemaak is insoverre dit van toepassing is.

2. Die koper sal 10% van die koopsom onmiddellik na die veiling kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop tot datum van registrasie van die transport, moet binne 14 dae betaal word, of verseker word deur 'n bank of bougenootskapwaarborg.

3. Die koper sal alle transportkoste (insluitende hereregte of belasting op toegevoegde waarde) en alle koste wat daarmee gepaard gaan, betaal.

4. Die ander voorwaardes en terme lê ter insae by kantore van die Balju van die Hof, Landdroskantoor, Paarl.

Gedateer te Paarl op hierdie 23ste dag van November 2001.

Aan: Die Balju vir die Landdroshof, Landdroshof, Paarl.

Oosthuizen & Kie., Meyer De Waal, Prokureurs vir Eiser, Hoofstraat 304, Posbus 246, Paarl. [Tel. (021) 872-3014.] [Fax (021) 872-2756.]

Case No. 18044/00

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

In the matter between: W D SIMPSON, Plaintiff, and R ALLIE, Defendant

In pursuance of judgment granted on 7 July 2001, in the Bellville Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 18 January 2002 at 09:00 at Kuilsrivier Court House, Van Riebeeck Street, Kuilsrivier to the highest bidder:

Description: Erf 609, Eersterivier, in the City of Oostenberg Municipality, Western Cape Province, also known as Bergonia Street 73, Forest Heights, Eersterivier, in extent: (0) unknown.

Improvements: The said property has the following improvements (but not guaranteed): 6 x bedrooms, kitchen, sitting room, dining room, tv-room, 2 bathrooms, double garage, held by the Defendant in its name under Deed of Transfer.

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

2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,5% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville on this the 5th day of December 2001.

Simpsons Attorneys, p/a H F Botma, Plaintiff's Attorneys, 14 Karoo Street, Bellville, 7530; P O Box 2119, Bellville, 7535. Tel (021) 949 2270. Ref: H F Botma/mvr/W2001.

Case No: 23447/2000

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and SONJA GROBLER, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in Execution on 23 January 2002 at 09h00, Kuils River Court to the highest bidder.

A unit consisting of Section 30 as shown and more fully described on Sectional Title No SS434/96, in the scheme known as Bella Vista, situate at Brackenfell, Cape, 29 square metres. Held by Deed of Transfer ST12058/98.

Situate at Bella Vista, Unit 30, Protea Heights, Brackenfell.

Property description: Flat on first floor consisting of 1 Bedroom, Bathroom/Toilet, Lounge and Kitchen.

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 14,50% 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, Kuils River.

Dated at Cape Town on this 26 November 2001.

C & A Friedlander Inc, Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z03771.)

Case No: 2208/2001

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and SONJA GROBLER, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in Execution on 23 January 2002 at 09h00, Kuils River Court to the highest bidder.

Erf 14006, Brackenfell, Cape, 707 square metres. Held by Deed of Transfer T64517/99.

Situate at 28 Plataan Street, Vredekloof, Brackenfell.

Property description: Vacant land.

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 14,50% 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, Kuils River.

Dated on this 26 November 2001.

C & A Friedlander Inc, Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z03776.)

Case No: 9185/2001

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

In the matter between: NEDCOR BANK LIMITED, Judgment Creditor, and DANSOL ROHAN CHRISTEN GOETHAM, 1st Judgment Debtor, and SHIRLENE WILMA GOETHAM, 2nd Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Paarl, on 22 January 2002 at 10h00:

Erf 8513, Paarl, in the Drakenstein Municipality, Division of Paarl, Western Cape Province, also known as 202 Klein Drakenstein Street, Paarl.

In extent: 379 (three hundred and seventy nine) square metres.

Comprising dwelling, nothing guaranteed.

The Sale shall be by Public Auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the Sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Paarl and will be read out by the Auctioneer prior to the Sale.

Smuts Kemp & Smal, per: KG Kemp/LvS/G1245 (Plaintiff's Attorney's), 1 De Lange Street, Bellville. Tel: (021) 945 3646.

Case No. 2225/99

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

In the matter between: BOE BANK LIMITED, Reg No. 51/00847/06, Plaintiff, and GRAHAM RONALD MCDOUGALL, Defendant

In pursuance of a Judgment of the Magistrate's Court of Simonstown and Writ of Execution dated 8 February 2001, the property listed hereunder, and commonly known as 6 Quarry Road, Fish Hoek, Western Cape Province, will be sold in Execution at the site on Wednesday, 23 January 2002 at 10h00 to the highest bidder.

Erf: 12330, Fish Hoek, in the City of Cape Town (South Peninsula Administration), Cape Division, Western Cape Province.

Extent: 941 square metres.

Held under: Deed of Transfer No. T4375/1996.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick, comprising lounge, kitchen, 4 bedrooms, 2 bathrooms, 1 shower, 2 toilets, entrance hall, double carport.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Simonstown, 131 St George's Road, Simonstown, 7995. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 19 November 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. Ref: IB/C Smith/N42428.

Case No: 12254/2001

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

In the matter between: NEDCOR BANK LIMITED, Judgment Creditor, and HARRIET ISAACS, Judgment Debtor

The undermentioned property will be sold in execution at the offices of the Sheriff, 29 Northumberland Street, Bellville, on 22 January 2002 at 09h00:

Erf 15717, Parow, in the City of Cape Town, Cape Division, Western Cape Province, also known as 67 Tyalor Street, Parow Valley.

In extent: 482 (four hundred and eighty two) square metres.

Comprising 3 bedrooms, kitchen, lounge, 2 bathrooms, 2 toilets, single garage.

The Sale shall be by Public Auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the Sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Bellville and will be read out by the Auctioneer prior to the Sale.

Smuts Kemp & Smal, per: KG Kemp/LvS/G943 (Plaintiff's Attorney's), 1 De Lange Street, Bellville. Tel: (021) 945 3646.

Saak No. 6946/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen: ABSA BANK BEPERK, Eiser, en MANIE SAMUEL WENN, 1ste Verweerder, en SUSANNA ARENDSE, 2de Verweerder

Die volgende eiendom word per openbare veiling verkoop op Maandag, 14 Januarie 2002 om 09h00 vm by die bogemelde Hof:

Erf 4382, Eersterivier, in die Munisipaliteit van Stellenbosch, Divisie Kaap, Provinsie van die Wes-Kaap, groot 243 vierkante meter, gehou deur die Verweerder kragtens Transportakte Nr. T90555/1999 en geleë te Horizonstraat 5, Eersterivier.

Verbeterings (nie gewaarborg nie): Drie slaapkamers, sitkamer, badkamer en toilet, kombuis, teëldak.

Die veilingsvoorwaardes wat van toepassing is sal voor die veiling uitgelees word en is ter insae by die Balju van die Hof bomeld en bepaal onder andere dat:

1. Die verkoping voetstoots is aan die hoogste bieder.

2. Een-tiende van die koopprys in kontant betaalbaar is onmiddellik nadat die eiendom as verkoop verklaar is en dat die balans tesame met rente teen registrasie van oordrag betaal moet word.

Gedateer te Kaapstad hierdie 16de dag van November 2001.

Jan S. de Villiers, Prokureur vir Eiser, 16de Vloer, Nr. 1 Thibaultplein, Kaapstad. [Tel. (021) 405-5225.] (Verw. LVANTONDER/K1720.)

Case No. 7169/01

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) Registration No. 51/00847/06 (through its NBS Division), Execution Creditor, and JOHANNES JURIE SCHOEMAN, First Execution Debtor, and LORNA LORRAINE SCHOEMAN, Second Execution Debtor

In execution of the Judgment of the High Court, a sale will be held at the site being 1 Hugo Naude Street, Kleinmond, on 18 January 2002 at 11:00 am, to the highest bidder:

Erf 3549, Kleinmond, measuring seven hundred and eighty square metres, situated at 1 Hugo Naude Street, Kleinmond, 7195.

Property description: A double storey brick residential dwelling comprising of a lounge, dining-room, kitchen, pantry, 2 bedrooms, 2 bathrooms, 1 shower, 3 toilets, one garage, one carport, and a 1st floor flatlet comprising of 1 bedroom, toilet and shower, held by Title Deed T39544/2000.

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 (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 3 December 2001.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel. 418-2020.)

Saak No. 2151/01

IN DIE LANDDROSHOF VIR DIE DISTRIK STRAND GEHOU TE STRAND

In die saak tussen: BOE BANK BEPERK, (Eiser) / JOHAN'S HANDIWORK BK, (Eerste Verweerder)

Ter uitvoering van 'n vonnis van die bovermelde agbare Hof gedateer 7 Augustus 2001, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 16 Januarie 2002 om 11:00 op die perseel te Lakerstraat, Helderberg Park, Strand aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word.

Erf 24539, Strand, groot 1 000 vierkante meter, gehou kragtens Transportkate Nr. T42720/98.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 'n vakante nywerheidserf. Die eiendom kan geïnspekteer word in oorleg met die Afslaer/Balju, Strand [Tel. (021) 853-7436].

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 14,25% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopsvoorwaardes: Die volledige verkoopsvoorwaardes lê ter insae by die kantoor van die Afslaer/Balju, Strand [Tel. (021) 853-7436].

Gedateer te Paarl hierdie 20ste dag van November 2001.

Boe Bank Beperk, Hoofstraat 333, Paarl. (Verw. A H Bezuidenhout/mr/Rek No. 2484924303V.)

Case No. 7032/01

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

In the matter between: FIRSTRAND BANK LIMITED formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and JÜRGEN LAAKMANN, First Defendant, and HANLIE LAAKMANN, Second Defendant

In the above matter a sale will be held on Thursday 17 January 2002 at 10:00 am at the site of 45 Watt Street, Gordons Bay, being:

Erf 411, Gordons Bay, situated in the City of Cape Town, Stellenbosch Division, Western Cape Province, measuring 496 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 13.00% per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising: 4 bedrooms, $3^1/_2$ bathrooms, kitchen, lounge, dining-room, 2 garages and swimming-pool.

4. The complete Conditions of Sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Strand and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, Nr. Willie van Schoor & Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. FIR2/0733/H CROUS/lr.)

Case No. 20242/00

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and JONG HI CHO, Defendant

The following property will be sold in execution on 16 January 2002 at 12h00 to the highest bidder at 23 Campground Road, Rosebank.

Erf 31857, Cape Town, in the City of Cape Town, in extent 495 square metres.

Street address: 23 Campground Road, Rosebank, held by Deed of Transfer No. T77011/96.

The following improvements are reported but nothing is guaranteed: Single brick dwelling, tiled roof, 3 bedrooms, bathroom & toilet, kitchen, lounge, 1 garage, dining-room.

Conditions of sale:

1. The Sale shall be subject to the terms and conditions of the Magistrate's Court Act, the Rules made thereunder and of the Title Deed of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. *Payment:* Ten per centum of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the Sale and the balance against registration of transfer with interest on the full purchase price at the rate of twenty per centum (20%) per annum (and in the event of the immovable property being subject to any claim preferent to that of the Plaintiff, then also the interest payable on such claim) calculated and capitalised monthly from date of sale to date of transfer, both dates inclusive, the said balance plus interest to be secured by a bank guarantee in a form acceptable to the Plaintiff's conveyancer to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full Conditions of Sale may be inspected at the office of the Sheriff of the above-mentioned Magistrate's Court.

Dated at Table View this the 9th day of July 2001.

Miltons Inc., Attorneys for Plaintiff, 48 Blaauwberg Road, Table View. (Ref. D R WELZ/TDG/24024.)

Case No. 1127/2001

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

In the matter between: NEDCOR BANK LIMITED, Judgment Creditor, and JONATHAN CEASAR, Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse Mitchells Plain on 24 January 2002 at 10h00:

Erf 42873, Mitchells Plain, situated in the City of Cape Town, Cape Division, Western Cape Province also known as 20 Prince Alfred Crescent, Tafelsig, Mitchells Plain, in extent 220 (two hundred and twenty) square metres.

Comprising brick walls, asbestos roof, fully vibre-crete/brick fencing, garage, carport, 3 bedrooms, separate kitchen, lounge, bathroom & toilet.

The Sale shall be by Public Auction without reserve to the highest bidder, subject to the Magistrate's Courts Act and Rules.

10% of the price is payable at the time of the Sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the office of the Sheriff of the Court for Mitchells Plain (South) and will be read out by the Auctioneer prior to the Sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Ref. (021) 945-3646.] (Ref. KG KEMP LvS/G793.)

Case No. 20156/2001

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

In the matter between NECDOR BANK LIMITED, Judgment Creditor, and NICHOLAS JACOBUS GATES, First Judgment Debtor, and ALICIA JOCELYN GATES, Second Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Wynberg, on 21 January 2002 at 10h00:

Erf 130434, Cape Town, at Retreat, in the City of Cape Town, Cape Division, Western Cape Province, also known as 129 Sullivan Street, Steenberg, in extent 327 (three hundred and twenty-seven) square metres.

Comprising semi-detached dwelling, brick walls, asbestos roof, 2 bedrooms, lounge, kitchen and bathroom/toilet.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts' Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the Offices of the Sheriff of the Court for Wynberg (South), and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorney's, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K.G. Kemp/LvS/ G1003.)

Case No. 17767/2001

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and MOEGAMAT EBRAHIEM WILLIAMS, Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Mitchells Plain, on 24 January 2002 at 10h00:

Erf 42631, Mitchells Plain, situate in the City of Cape Town, Cape Division, Western Cape Province, also known as 30 Rowen Zorio, Eastridge, Mitchells Plain, in extent 240 (two hundred and forty) square metres.

Comprising brick building, asbestos roof, fully vibre-crete fence, burglar bars, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom and toilet.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts' Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the Offices of the Sheriff of the Court for Mitchells Plain (South), and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorney's, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K.G. Kemp/LvS/ G1105.)

Case No. 8117/2000

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and JOHANNES JULIES, First Judgment Debtor, and SUSANNA MILINDA JULIES, Second Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Mitchells Plain, on 24 January 2002 at 10h00:

Erf 27507, Mitchells Plain, situate in the City of Cape Town, Cape Division, Western Cape Provinse, also known as 41 Keeromsberg Street, Tafelsig, Mitchells Plain, in extent 144 (one hundred and forty-four) square metres.

Comprising brick building, asbestos roof, fully vibre-crete fence, burglar bars, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom and toilet.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrate's Courts' Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the Offices of the Sheriff of the Court for Mitchells Plain (South), and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorney's, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K.G. Kemp/LvS/ G382.)

Saaknr 9836/1997

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen: ABSA BANK BEPERK, Eiser, en KEITH STANLEY BEMJAMIN, Eerste Verweerder, en BELINDA MARIA BENJAMIN, Tweede Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 25 Julie 1997 sal die hiernabeskrewe onroerende eiendom in eksekusie verkoop word op Maandag, 21 Januarie 2002 om 10h00 voor die Landdroskantoor, Voortrekkerweg, Goodwood, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju/Afslaer by die veiling uitgelees sal word:

Erf 28223, Goodwood, in die Stad Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap, geleë te Mountain Viewstraat 18, Elsiesrivier, groot 225 vierkante meter, gehou kragtens Transportakte Nr. T78671/1995.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, asbesdak, drie slaapkamers, sitkamer, kombuis en badkamer.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, mnr J C Fourie, Toplinhuis, Voortrekkerweg 219, Parow [Tel. (021) 939-0040] en/of Balju, mnr F van Greunen, Eppinglaan, Elsiesrivier [Tel: (021) 932-7126].

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,5% 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 bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, mnr J C Fourie, Toplinhuis, Voortrekkerweg 219, Parow [Tel. (021) 939-0040] en/of die Balju, mnr F van Greunen, Eppinglaan, Elsiesrivier [Tel. (021) 932-7126].

Datum: 27 November 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw: JF/LA/A452.)

Case No. 1652/97

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

In the matter between: UNIBANK LIMITED, Plaintiff, and JACOBUS TERTIUS THEART N.O., First Defendant, JACOBUS TERTIUS THEART, Second Defendant, and LOUISA JANE THEART, Third Defendant

In terms of a judgment granted by the High Court of South Africa (Cape of Good Hope Provincial Division) dated 29 April 1997 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at 270 Hendrik Verwoerd Drive, Bellville, to the highest bidder on Thursday, the 17th day of January 2002 at 11h00:

Erf 1342, Bellville, in the Municipality of Bellville, Cape Division, in extent 981 (nine hundred and eighty one) square metres.

Street address: 270 Hendrik Verwoerd Drive, Bellville.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: Lounge, diningroom, TV room, kitchen, 6 bedrooms, 3 bathrooms, double garage, servant's quarters, swimming pool, tiled roof.

3. The full and complete conditions of sale will be announced by the Sheriff of the High Court or Auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the High Court.

4. Payment shall be effected as follows:

4.1 Ten percent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 19% 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.

Signed at Cape Town on 22 November 2001.

Graham Bellairs Attorneys, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref: Mr G Bellairs/cf/W01966.)

Case No: 11255/92

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

In the matter between NATAL BUILDING SOCIETY LIMITED, Plaintiff, and ZWELANDILE MICHAEL STOFILE, First Defendant, and GERTRUDE MPETA, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and a writ of execution dated 30 September 1992, the property listed hereunder will be sold in execution on Tuesday, 22 January 2002 at 10h00 held at the Magistrate's Court of Mitchells Plain, be sold to the highest bidder.

Certain: Erf 341, Crossroads, situated in the City of Cape Town, Cape Division, Western Cape Province, also known as Stand 341 Crossroads, in extent 120 (one hundred and twenty) square metres, held by Title Deed No: TL9351/90.

Conditions of sale:

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

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

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

Dated at Goodwood this 13th day of November 2001.

Heyns & Partners Inc, Attorneys for Plaintiff, 68 Vasco Boulevard, Goodwood, 7460. (Ref: A Keet/sst/Z13679.)

Saak Nr: 6585/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen ABSA BANK, Eiser, en CRESSI-TECH CC, Eerste Verweerder, en ARTHUR SLABBERT DANIELS, Tweede Verweerder

Die volgende eiendom van Tweede Verweerder word per openbare veiling verkoop op Donderdag, 24 Januarie 2002 om 10h00 by die Landdroshof Kaapstad:

Erf 22540, Kaapstad in die Stad Kaapstad, groot 1041 vierkante meter en geleë te 9de Laan Nr 92, Kensington.

Verbeterings (nie gewaarborg nie): 3 slaapkamers, sitkamer, eetkamer, kombuis, badkamer/toilet.

Die veilingsvoorwaardes wat van toepassing is sal voor die veiling uitgelees word en is ter insae by die Balju van die Hof Maitland (Tel 593-0673) en bepaal onder andere dat:

1. Die verkoping voetstoots is aan die hoogste bieder.

2. Een-tiende van die koopprys in kontant betaalbaar is onmiddellik nadat die eiendom as verkoop verklaar is en dat die balans tesame met rente teen registrasie van oordrag betaal moet word.

Gedateer te Bellville hierdie 20ste dag van November 2001.

Bornman & Hayward, High Street VIII, 2de Vloer, Rosenpark, Tygervallei. [Tel: (021) 914-6400.] (Ver. DDT/A Rudman/A0204/0289.)

Case No: 25228/97

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

In the matter between ABSA BANK LIMITED, Plaintiff (Execution Creditor), and JOHN MATTHEWS, First Defendant (First Execution Debtor), and EILEEN MATTHEWS, Second Defendant (Second Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Wynberg and a Writ of Execution dated October 2001, a sale in execution will take place on Friday, the 18th day of January 2002 at 10h00 at the Wynberg Court House of:

Certain: Erf 5814 Grassy Park, in the City of Cape Town, Cape Division, Western Cape Province, situate at 384—3rd Avenue, Lotus River, Western Cape, measuring 303 (three hundred and three) square metres, held by the Execution Debtor under Deed of Transfer Number T66817/1991.

The property is a semi-detached dwelling of brick walls under asbestos roof comprising approximately two bedrooms, lounge, kitchen, bathroom/toilet.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. Ten percent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance thereof together with interest at the rate of twenty percent (20%) per annum calculated on the amount of the Plaintiff's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to date of transfer, against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the district of Wynberg who shall be the auctioneer.

Dated at Cape Town this 22nd day of November 2001.

A H Brukman, for MacCallums Inc., Execution Creditor's attorneys, 2nd Floor, 35 Wale Street, 8001, Cape Town. (Ref: AHB/KD/V59898.)

Saaknommer: 5634/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen ABSA BANK BEPERK, Eiser, en RAITHBY ESTATES (EDMS) BPK, Eerste Verweerder, en DAVID JACOBUS VENTER, Tweede Verweerder

Die volgende eiendom sal in eksekusie verkoop word deur die Balju van die Hooggeregshof, Strand by die perseel geleë te hoek van R44 pad en Bredelweg, Helderberg op Vrydag, 18 Januarie 2002 om 11h00, aan die hoogste bieër.

Erf 261 Raithby, geleë in die Stad Kaapstad Munisipaliteit, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 6,1418 (ses komma een vier een agt) hektaar, gehou kragtens Transportakte T74123/1999.

2. Die volgende verbeterings word aangedui, maar nie gewaarborg nie.

Die eiendom is geleë in 'n semi-landbou gebied. Toegang tot die eiendom word verkry via Bredellweg. Water- en elektrisiteitsdienste is reeds aangelê.

3. *Betaling:* 10% (tien percentum) van die koopprys moet ten tyde die Verkoping kontant of per bankgewaarborgde tjek betaal word en die balans (plus rente teen die heersende ABSA Bank verbandkoers bereken op die Vonnisskuldeiser se vordering vanaf die datum van Verkoping tot datum van oordrag) teen registrasie van oordrag welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die Verkoping afgelewer moet word.

4. Die Balju sal van enige bieër vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

5. *Voorwaardes:* Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Balju voorgelees word en lê ter insae in sy kantoor te BOE Bankgebou, Hoofweg, Strand.

Gedateer te Kaapstad op hierdie 12de dag van Desember 2001.

C A Albertyn, vir De Klerk & Van Gend, Prokureur vir Eiser, ABSA-gebou, Adderleystraat 132, Kaapstad. (De Klerk & Van Gend Ing/C A Albertyn/4249200/H G Bus 27.)

Navrae: S A P Dreyer, Balju van die Hooggeregshof, Strand, Posbus 39, Strand, 7140. [Tel: (021) 853-6615.] [Faks: (021) 854-3722.]

Saak No. 5634/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen ABSA BANK BEPERK, Eiser, en RAITHBY ESTATES (EDMS) BPK, Eerste Verweerder, en DAVID JACOBUS VENTER, Tweede Verweerder

Die volgende eiendom sal in eksekusie verkoop word deur die Balju van die Hooggeregshof, Strand by die perseel geleë te hoek van R44 pad en Bredelweg, Helderberg op Vrydag, 18 Januarie 2002 om 11h00, aan die hoogste bieër:

Erf 209, Raithby, geleë in die Stad Kaapstad Munisipaliteit, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 13,6058 (dertien komma ses nul vyf agt) hektaar, gehou kragtens Transportakte T27413/1996.

2. Die volgende verbeterings word aangedui, maar nie gewaarborg nie. Die eiendom is geleë in 'n semi-landbou gebied. Toegang tot die eiendom word verkry via Bredellweg. Water- en elektrisiteitsdienste is reeds aangelê.

3. *Betaling:* 10% (tien per centum) van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans (plus rente teen die heersende ABSA Bank verbandkoers bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag) teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping afgelewer moet word.

4. Die Balju sal van enige bieër vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

5. *Voorwaardes:* Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Balju voorgelees word en lê ter insae in sy kantoor te BOE Bankgebou, Hoofweg, Strand.

Gedateer te Kaapstad op hierdie 12de dag van Desember 2001.

C A Albertyn, De Klerk & Van Gend, Prokureur vir Eiser, ABSA-gebou, Adderleystraat 132, Kaapstad.

Navrae: S A P Dreyer, Balju van die Hooggeregshof, Strand; Posbus 39, Strand, 7140. [Tel. (021) 853-6615.] [Faks (021) 854-3722.] (De Klerk & Van Gend Ing./C A Albertyn/4249200/H G Bus 27.)

Case No. 6539/01

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between GBS MUTUAL BANK, Plaintiff, and JAMES BENNET SMIT, 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 price will be held by the Sheriff of the High Court at the site, Erf 7, Tulbaghweg, Tulbagh, of the undermentioned property, being Erf 7, Tulbaghweg on 18 January 2001 at 10h00, on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Tulbagh prior to the sale:

Erf 7, Tulbaghweg, in the Witzenberg Municipality, Division of Tulbagh, Western Cape Province, in extent 15,2823 hectares, held under Deed of Transfer No T53706/1996, being Erf 7, Tulbaghweg, Tulbagh.

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

Main building: Dwelling 2 x 2 and 3 chalets, 10 x rooms.

Terms: 10% of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee, to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of the 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 R260,00 (two hundred and sixty rand).

Dated at Cape Town this 10th December 2001.

Webber Wentzel Bowens, Plaintiff's Attorneys, 13th Floor, Picbel Parkade, Strand Street, Cape Town. (Tel. 405-5000.) (Ref. KSN/G735.)

Case No. 5501/99

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

In the matter between CITY OF CAPE TOWN, Judgment Creditor, and K C CARSTENS, Judgment Debtor

The property described hereunder will be sold at 61 Argyle Street, Woodstock on Monday, 21st January 2002 at 11.00 a.m. viz:

Certain piece of land situate at Cape Town, in the Municipality of Cape Town, Cape Division, Erf No. 133374, measuring 103 square metres, held by the Execution Debtor under Deed of Transfer No. T79736/1991 (dated 18th December 1991), popularly known as 61 Argyle Street, Woodstock.

The property consists of a semi-detached brick & mortor dwelling under zinc roof, consisting of 2 x bedrooms, dining room, kitchen & bathroom/toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 14,5% per annum from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given;

(b) insure the property against damage by fire;

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

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

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, 1st Floor, Village Square, 155 Main Road, Plumstead, 7800. (Tel. 405-7300.) [Ref. Mrs Castle/M3887 (A).]

Case No. 2046/01

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between: FIRSTRAND BANK LIMITED, Plaintiff, and LEONARD JUSTINUS ADRIAANSE, First Defendant

In pursuance of a judgment of the above-mentioned Court in the above matter dated 1 June 2001, I shall sell in execution by public auction at the site [Portion 15 (Lemoenkloof) of the farm Bird Field No. 306, Municipality Matzikama, Division Vanrhynsdorp, Western Cape Province] on Wednesday, 23 January 2002 at 10h00 and subject to the conditions of sale to be read at the sale, the following property known collectively as the farm 'Lemoenkloof':

1. *Certain:* Remainder Portion 106 (portion of Portion 22) (Altebly) of the farm Bird Field No. 306, Municipality Matzikama, Division Vanrhynsdorp, Western Cape Province, measuring 6,6074 (six comma six zero seven four) hectares, held under Deed of Transfer No. T325/1979, subject to the terms and conditions contained and/or referred to therein, and mortgaged in terms of Mortgaged Bond Nos. B49210/1986; B8420/1998; B17062/1984; B30320/1980 and B24480/1983, situated at Lemoenkloof, Klawer, Western Cape.

2. *Certain:* Remainder Portion 22 (Aangenaam) of the farm Bird Field No. 306, Municipality Matzikama, Division Vanrhynsdorp, Western Cape Province, measuring 5 615 (five thousand six hundred and fifteen) hectares, held under Deed of Transfer No. T325/1979, subject to the terms and conditions contained and/or referred to therein, and mortgaged in terms of Mortgaged Bond Nos. B49210/1986; B8420/1998; B17062/1984; B30320/1980 and B6423/1983, situated at Lemoenkloof, Klawer, Western Cape.

3. *Certain:* Portion 107 (portion of Portion 22) of the farm Bird Field No. 306, Municipality Matzikama, Division Vanrhynsdorp, Western Cape Province, measuring 6,9133 (six comma nine one three three) hectares, held under Deed of Transfer No. T325/1979, subject to the terms and conditions contained and/or referred to therein, and mortgaged in terms of Mortgaged Bond Nos. B49210/1986; B8420/1998; B17062/1984; B30320/1980 and B6423/1983, situated at Lemoenkloof, Klawer, Western Cape.

4. *Certain:* Portion 111 (portion of Portion 10) (Klavervlei) of the farm Bird Field No. 306, Municipality Matzikama, Division Vanrhynsdorp, Western Cape Province, measuring 2,5917 (two comma five nine one seven) hectares, held under Deed of Transfer No. T325/1979, subject to the terms and conditions contained and/or referred to therein, and mortgaged in terms of Mortgaged Bond Nos. B49210/1986; B8420/1998; B17062/1984; B30320/1980 and B6423/1983, situated at Lemoenkloof, Klawer, Western Cape.

5. *Certain:* Portion 15 (Lemoenkloof) of the farm Bird Field No. 306, Municipality Matzikama, Division Vanrhynsdorp, Western Cape Province, measuring 30,2356 (thirty comma two three five six) hectares, held under Deed of Transfer No. T325/1979, subject to the terms and conditions contained and/or referred to therein, and mortgaged in terms of Mortgaged Bond Nos. B49210/1986; B8420/1998; B17062/1984; B30320/1980 and B6423/1983, situated at Lemoenkloof, Klawer, Western Cape.

Comprising: The following improvements to be the property known as Lemoenkloof are reported by the Sheriff but not guaranteed: A house constructed of clay brick and cement with a corrugated iron roof, four bedrooms, one kitchen, one lounge, one dining-room, and three bathrooms. Also situated on the property are two store rooms (one open store and one 'built-in' store), two garages and three labourers' cottages. In addition, there are 22 hectares of vineyard and 29 hectares irrigated.

The conditions of sale will lie for inspection at the offices of the Sheriff of High Court, Vanrhynsdorp.

Dated at Cape Town on this 13th day of December 2001.

Bisset Boehmke McBlain, per G R Bean, Attorneys for Plaintiff, 13th Floor, Cartwright's Corner House, 19 Adderley Street, Cape Town. (Ref. GR BEAN/sv/MF9688.)

Case No. 8657/2001
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 HEIN PRINSLOO N.O., First Defendant, and MARIA PETRONELLA ADRIANA PRINSLOO, Second Defendant

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at:

Erf 3134, 11 Kosmos Street, Sedgefield at 11:00 am on the 25th 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 of the High Court, 11 Uil Street, Industria, Knysna.

Erf 3134 Sedgefield, in the Knysna Municipality, Division of Knysna, Province of the Western Cape, in extent 900 square metres and situated at Erf 3134, 11 Kosmos Street, Sedgefield.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A vacant erf.

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 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand) mininum charges R300 (three hundred rands).

Dated at Cape Town this 13 December 2001.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St. George's Mall, Cape Town, 8001; P O Box 67, Cape Town, 8000, Docex 230, Cape Town. [Tel. (021) 423-0554.] [Fax. (021) 423-0510.) (Ref. W D Inglis/cs/R408/8699.)

Case No. 17803/01

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and GADIJA WESSELS, Defendant

The following property will be sold in execution at the Mitchells Plain Magistrate's Court on the 17th January 2002 at 10h00 to the highest bidder:

Erf 22013, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, in extent 141 (one hundred and forty-one) square metres, held under Deed of Transfer No. T89250/95.

Street address: 56 Assegaai Street, Tafelsig, Mitchells Plain.

1. The following improvements are reported, but not guaranteed: A brick building & tiled roof dwelling consisting of: 1 lounge, 3 bedrooms, separate kitchen, bathroom & toilet and partly vibre-crete fence.

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

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

4. The full Conditions of Sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff for Mitchells Plain South - Tel. (021) 393-3171/2/3.

Dated at Cape Town on this 5th day of December 2001.

R B Engela, De Klerk & Van Gend, Plaintiff's Attorneys, ABSA Bank Building, 132 Adderley Street, Cape Town. (Ref. RBE/rt/F235.)

Saaknommer: 9008/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen: SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en A B GREGORI Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op Maandag, 21 Januarie 2002 om 10h00 op die perseel.

Erf 11737 Paarl, in die Drakenstein Munisipaliteit, Afdeling Paarl, Provinsie Wes-Kaap, groot 684 vierkante meter, gehou kragtens Transportakte Nr. T14740/2001, ook bekend as Retiefstraat 41, Paarl.

Verkoopsvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe Nr. 32 van 1944 en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met die rente daarop teen 'n koers van 13.8% per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeterings is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): Enkelmotorhuis, 3 slaapkamers, sit/eetkamer, badkamer en kombuis.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 20e dag van November 2001.

Marais Müller Ingelyf, per A J Marais, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Case No: 16291/2001

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

In the matter between: PROPELL LEVY FINANCE SOLUTIONS (PTY) LTD, Plaintiff, and J M BAKER, Defendant

The undermentioned property will be sold in execution by public auction at 9 Tierhof Gardens, Alexander Road, Parow, on Thursday, 24th January 2002 at 12 noon to the highest bidder, namely:

1. A unit consisting of:

A. Section 7, as shown and more fully described on Sectional Plan No. SS158/1983, in the scheme known as Tierhof, in respect of the land and building or buildings situate at Parow, in the City of Cape Town of which section the floor area, according to the said sectional plan is 64 (sixty four) square metres in extent; and

B. an undivided share in the common property in the scheme apportioned to the said section in accordance with participation quota as endorsed on the said sectional plan, held by Deed of Transfer No. ST20354/1994.

Physical address: 9 Tierhof Gardens, Alexander Road, Parow.

Conditions of sale:

1. The following information is furnished, but not guaranteed, namely a flat consisting of 2 bedrooms, lounge, kitchen, bathroom and toilet, 64 square metres in extent.

2. *Payment:* Ten percentum (10%) of the purchase price in cash or by means of a bank or building society guaranteed cheque on the day of the sale and the balance together with the interest thereon at the prevailing rate from time to time from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Bellville.

Dated at Cape Town this 19th day of November 2001.

M Bey, for C K Friedlander Shandling Volks, Attorneys for Plaintiff, 8th Floor, Greenmarket Place, 54 Shortmarket Street, Cape Town. (Ref: MB/lh 22-0028.) C/o Laubscher & Hattingh, Quattor Building, 81 Voortrekker Road, Bellville.

Case No: 13560/2001

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

In the matter between: PROPELL LEVY FINANCE SOLUTIONS (PTY) LTD, Plaintiff, and MAGDALENE ALETTA ANNE LOUW, Defendant

The undermentioned property will be sold in execution by public auction by public auction at 3 Glennifer Court, Glennifer Road, Brooklyn, on Thursday, 24th January 2002 at 10h00 to the highest bidder, namely:

1. A unit consisting of:

A. Section 7, as shown and more fully described on Sectional Plan No. SS328/1992, in the scheme known as Glennifer Court, in respect of the land and building or buildings situate at Brooklyn, in the area of the Transitional Metropolitan Substructure of Cape Town of which section the floor area, according to the said sectional plan is 62 (sixty two) square metres in extent; and

B. an undivided share in the common property in the scheme apportioned to the said section in accordance with participation quota as endorsed on the said sectional plan, held by Deed of Transfer No. ST7400/1996.

Physical address: 3 Glennifer Court, Glennifer Road, Brooklyn.

Conditions of sale:

1. The following information is furnished, but not guaranteed, namely a flat consisting of 1 bedroom, bathroom, lounge, kitchen and balcony 62 (sixty two) square metres in extent.

2. *Payment:* Ten percentum (10%) of the purchase price in cash or by means of a bank or building society guaranteed cheque on the day of the sale and the balance together with the interest thereon at the prevailing rate from time to time from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

Dated at Cape Town this 19th day of November 2001.

M Bey, for C K Friedlander Shandling Volks, Attorneys for Plaintiff, 8th Floor, Greenmarket Place, 54 Shortmarket Street, Cape Town. (Ref: MB/lh 22-0031.)

Saaknr 29891/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: STAD KAAPSTAD, Eiser, en MNR H W BEYERS, Eerste Verweerder, en MEV A M W BEYERS, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 7 September 2001, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 24 Januarie 2002 om 11H00 vm op die perseel te Selbournestraat 98, Parow, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 3230, Parow, groot 496 vierkante meter, gehou kragtens Transportakte Nr. T16091/1979.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is sitkamer, 3 slaapkamers, kombuis, badkamer, toilet & motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,5% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo diè van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948-8326).

Datum: 9 November 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw: NvR/B3677.)

Case No. 728/01

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

In the matter between ABSA BANK LIMITED, Plaintiff, and JAPIE JACOBUS DE WEE, 1st Defendant, and LOUISA DE WEE 2nd Defendant

In pursuance of a Judgment granted on the 27/07/2001, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 21/01/2002 at 09:00 at Atlantis Court House:

Property description: Erf 5757, Wesfleur in the area of the Transitional Metropolitan Substructure Atlantis, Cape Division, Western Cape Province, in extent four hundred and twenty eight (428) square metres, held by Deed of Transfer No. T43223/94, situate at 22 Grampian Crescent, Beaconhill.

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 13 November 2001.

W J M Saaiman, for 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.] (Ref: A0488/60/WS/Irma Otto.)

Case No: 658/01

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

In the matter between ABSA BANK LIMITED, Plaintiff, and JULIAN MARTIN KANNEMEYER, Defendant

In pursuance of a Judgment granted on the 10/07/2001, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 22/01/2002 at 09:00 at Atlantis Court House:

Property description: Erf 2924, Wesfleur in the Blaauwberg Municipality, Division Cape, Western Cape Province, in extent one hundred and eighty two (182) square metres, held by Deed of Transfer No. T32759/00, situate at 8 Sceptre Street, Saxonsea, Atlantis.

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

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 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 13 November 2001.

W J M Saaiman, for 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.] (Ref: A0482/409/WS/Irma Otto.)

Case No: 85/2001

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

In the matter between ABSA BANK LIMITED, Plaintiff, and KEITH MELVIN HENDRICKS, 1st Defendant, and MICHELLE HENDRICKS, 2nd Defendant

In pursuance of a judgment granted on the 22/02/2001, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 22/01/2002 at 09:00 at Atlantis Court House:

Property description: Erf 10349, Wesfleur in the Blaauwberg Municipality, Division Cape, Western Cape Province, in extent three hundred and twenty one (321) square metres, held by Deed of Transfer No. T12152/00, situate at 3 Galtonia Close, Protea Park.

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

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 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 13 November 2001.

W J M Saaiman, for 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.] (Ref: A0482/375/WS/Irma Otto.)

Case No. 602/00

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

In the matter between ABSA BANK LIMITED, Plaintiff, and STEVEN PATRICK FERREIRA, 1st Defendant and MELVENE FERREIRA, 2nd Defendant

In pursuance of a Judgment granted on the 19/07/2000, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 22/01/2002 at 09:00 at Atlantis Court House:

Property description: Erf 963, Wesfleur situate in the Residential Local Area of Atlantis, Cape Division, in extent nine hundred and ninety five (995) square metres, held by Deed of Transfer No. T88085/93, situate at 14 Cybille Street, Avondale.

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 14 November 2001.

W J M Saaiman, for 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.] (Ref: A0482/278/WS/Irma Otto.)

Case No: 2907/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ANTOINETTE HELEN HIRST, Defendant

In pursuance of a Judgment granted on the 6/03/2000, in the Cape Town Magistrate's Court, the following property will be sold to the highest bidder on 22/01/2002 at 10:00 at 51 Shearer Green, Summer Greens:

Property description: Erf 4910, Montague Gardens in the Blaauwberg Municipality, Division Cape, Province of the Western Cape; in extent one hundred and forty (140) square metres, held by Deed of Transfer No. T105086/97, situate at 51 Shearer Green, Summer Greens.

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

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

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 16 November 2001.

W J M Saaiman, for 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.] (Ref: A0482/188/WS/Irma Otto.)

Case No: 662/01

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ELROY ANDREW NIELE, 1st Defendant, and WILHELMINA NIELE, 2nd Defendant

In pursuance of a judgment granted on the 10/07/2001, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 18/01/2002 at 09:00 at Atlantis Court House:

Property description: Erf 6633 Wesfleur situate in the Northern Substructure, Cape Division, Province of the Western Cape, in extent two hundred and fifty one (251) square metres, held by Deed of Transfer No. T88922/93, situate at 10 Lobelia Street, Protea Park, Atlantis.

Improvements: Dwelling: 3 bedrooms, lounge, kitchen, scullery, bathroom (not guaranteed).

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

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 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 13 November 2001.

W J M Saaiman, for 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.] (Ref: A0482/414/WS/Irma Otto.)

Case No: 744/01

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

In the matter between ABSA BANK LIMITED, Plaintiff, and CHRISTOFFEL JOHANNES MAARMAN, 1st Defendant, and JANE BARBARA MAARMAN, 2nd Defendant

In pursuance of a judgment granted on the 27/07/2001, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 18/01/2002 at 09:00, at Atlantis Court House:

Property description: Erf 5397, Wesfleur, in the Atlantis Residential Local Area, Cape Division, in extent one hundred and ninety six (196) square metres; held by Deed of Transfer No. T94374/94, situate at 28 Blackdown Crescent, Beaconhill.

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 13 November 2001.

W J M Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 204 Santyger Building, 313 Durban Road, Bellville, 7530; PO Box 3888, Tyger Valley, 7536. [Tel. (021) 915-4917.] (Ref: A0488/29/WS/Irma Otto.)

Case No: 67/2001

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

In the matter between ABSA BANK LIMITED, Plaintiff, and GREGORY GEORGE PAULSE, 1st Defendant, and LORRAINE MAUREEN PAULSE, 2nd Defendant

In pursuance of a judgment granted on the 5/02/2001, in the Malmesbury Magistrate's Court, the following property will be sold to the highest bidder on 18/01/2002 at 09:00, at Atlantis Court House:

Property description: Erf 362, Mamre, in the rural area of Mamre, Division Malmesbury; in extent five hundred and six (506) square metres; held by Deed of Transfer No. T34565/91; situate at 35 Goedverwacht Street, Mamre.

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

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

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 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 13 November 2001.

W J M Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 204 Santyger Building, 313 Durban Road, Bellville, 7530; PO Box 3888, Tyger Valley, 7536. [Tel. (021) 915-4917.] (Ref: A0482/377/WS/Irma Otto.)

Case No: 653/01

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

In the matter between ABSA BANK LIMITED, Plaintiff, and PETER HENRY ABRAHAMS, 1st Defendant, and JOHANNA MAGRIETA ABRAHAMS, 2nd Defendant

In pursuance of a judgment granted on the 10/07/2001, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 21/01/2002 at 09:00, at Atlantis Court House:

Property description: Erf 5417, Wesfleur, situate in the area of the Transitional Metropolitan Substructure Atlantis, Division Cape, Province of the Western Cape, in extent two hundred and fourteen (214) square metres; held by Deed of Transfer No. T66939/92, situate at 5 Boxhill Close, Beaconhill, Atlantis.

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

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

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 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 13 November 2001.

W J M Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 204 Santyger Building, 313 Durban Road, Bellville, 7530; PO Box 3888, Tyger Valley, 7536. [Tel. (021) 915-4917.] (Ref: A0482/406/WS/Irma Otto.)

Case No. 654/01

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and PETER HENRY ABRAHAMS, 1st Defendant, and JOHANNA MAGRIETA ABRAHAMS, 2nd Defendant

In pursuance of a Judgment granted on the 10/07/2001, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 21/01/2001 at 09:00 at Atlantis Court House:

Property description: Erf 5418, Wesfleur in the Transitional Metropolitan Substructure Atlantis, Cape Division, Province of the Western Cape, in extent one hundred and ninety-six (196) square metres, held by Deed of Transfer No. T13965/96, situated at 3 Boxhill Close, Beaconhill, Atlantis.

Improvements: Unimproved land (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 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 13 November 2001.

Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, per W J M Saaiman, 204 Santyger Building, 313 Durban Road, Bellville, 7530; P O Box 3888, Tyger Valley, 7536. [Tel. (021) 915-4917.] (Ref. A0482/407/WS/Irma Otto.)

Saak No. 40943/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

Eiser: STAD TYGERBERG, Verweerder(s) D A BOTHA

Ingevolge 'n vonnis van die Landdroshof te Bellville gedateer 23 Februarie 1999 en 'n Lasbrief tot Beslaglegging van Onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Balju Kantore, Northumberland Straat 29, Bellville per publieke veiling te koop aangebied op Dinsdag, 22 Januarie 2001 om 9h00:

Erf 26941, Bellville, afdeling Kaap, groot 490 vierkante meter, ook bekend as Rose Singel 7, Belhar, 7490, gehou kragtens Transportakte Nr. T89241/1995.

Voorwaardes:

1. Die eiendom sal deur die Afslaer en/of Balju Landdroshof van Bellville verkoop word aan die hoogste bieër, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die Koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n Bank of Bouvereniging wat deur die Eiser se Prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaer binne sewe (7) dae na die datums van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die Koper aanspreeklik wees vir betaling van rente teen 24.75% per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die Koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die Prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Bellville en by die kantoor van die ondergemelde Bill Token Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer op 12 November 2001.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. Mev Lakey/MBB217.)

Saak No. 40943/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

Eiser: STAD TYGERBERG, Verweerder(s) D A BOTHA

Ingevolge 'n vonnis van die Landdroshof te Bellville gedateer 23 Februarie 1999 en 'n Lasbrief tot Beslaglegging van Onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Balju Kantore, Northumberland Straat 29, Bellville per publieke veiling te koop aangebied op Dinsdag, 22 Januarie 2001 om 9h00:

Erf 26941, Bellville, afdeling Kaap, groot 490 vierkante meter, ook bekend as Rose Singel 7, Belhar, 7490, gehou kragtens Transportakte Nr. T89241/1995.

Voorwaardes:

1. Die eiendom sal deur die Afslaer en/of Balju Landdroshof van Bellville verkoop word aan die hoogste bieër, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die Koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n Bank of Bouvereniging wat deur die Eiser se Prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaer binne sewe (7) dae na die datums van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die Koper aanspreeklik wees vir betaling van rente teen 24.75% per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die Koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die Prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Bellville en by die kantoor van die ondergemelde Bill Token Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer op 12 November 2001.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. Mev Lakey/MBB217.)

Case No. 8132/98

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

In the matter between: BOE (NBS) BANK LIMITED, Judgment Creditor, and HILTON KEITH GREEN, 1st Judgment Debtor, and FLORENCE CATHARINE GREEN, 2nd Judgment Debtor

The undermentioned property will be sold at the Bellville Sheriff's Office, 29 Northumberland Street, Bellville on Tuesday, 22 January 2002 at 09h00:

Erf 31876, Bellville, situated in the City of Cape Town, Cape Division, Western Cape Province, in extent 327 square metres, held by Deed of Transfer No. T9207/1992 (also known as 10 Cauvin Close, Extension 18, Belhar).

Comprising of dwelling with asbestos roof, lounge, kitchen, 2 x bedrooms, bathroom/toilet.

The Sale shall be by Public Auction without reserve to the highest bidder, subject to the Magistrate's Courts Act and Rules.

10% of the price is payable at the time of the Sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Bellville, and will be read out by the Auctioneer prior to the Sale.

Smuts Kemp & Smal, per KG Kemp, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. KG KEMP/AB/A02440.)

Case No. 19022/2000

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

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and JOHN FRANKLYN SWIFT, Defendant

In the above matter a sale will be held on Thursday 17 January 2002 at 10:00 am at the site of: 5 Morgenster Close, Richwood, being Erf 1294 Richmond Park, situated in the City of Cape Town, Cape Division, Western Cape Province, measuring 485 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 13.00% per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising: lounge, dining-room, TV room, kitchen, 3 bedrooms, bathroom and garage.

4. The complete Conditions of Sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Goodwood and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, Nr. Willie van Schoor & Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. NED1/0300/H CROUS/lr.)

Case No. 40248/00

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

In the matter between: ABSA BANK LTD *versus* SHANE MARK ATSELL DELENE ATSELL

The following property will be sold in execution by public auction held at 42 Alk van Zyl Street, Panorama, to the highest bidder on Wednesday, 16 January 2002 at 11:00 am.

Erf 1652, Parow, in extent 881 (eight hundred and eighty one) square metres, held by Deed of Transfer T78519/1999, situated at 42 Alk van Zyl Street, Panorama.

Conditions of sale

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

2. The following information is furnished but not guaranteed: Lounge, dining-room, kitchen, bathroom, toilet, 3 bedrooms, garage, outside room, swimming-pool.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,5% per annum calculcated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 21st day of November 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 406-9100.) (Ref. T DE GOEDE/Z00848.)

Case No: 2527/99

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

In the matter between: FIRSTRAND BANK LIMITED, formerly FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and NOFYAM PROPERTY INVESTMENTS CC, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 15th February 2000, the under-mentioned property will be sold in execution at the premises on Wednesday the 16th January 2002 at 10h30:

Erf 87473, Cape Town, situate in the City of Cape Town, Cape Division, Province Western Cape measuring 618 square metres, and held by Deed of Transfer No. T.18997/66 comprising of a vacant plot, and known as 29 Yarmouth Road, Muizenberg.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and to the Title Deed insofar as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10 (ten) percent thereof in cash on the signing of the Conditions of Sale, or otherwise as the Auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the Bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved Bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The Conditions of Sale which will be read out by the Auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Parow this 20th day of November 2001.

Cohen Shevel & Fourie, per: T.O. Price, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case No: 2527/99

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

In the matter between: FIRSTRAND BANK LIMITED, formerly FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and NOFYAM PROPERTY INVESTMENTS CC, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 15th February 2000, the under-mentioned property will be sold in execution at the premises on Wednesday the 16th January 2002 at 09h30:

Erf 87472, Cape Town, situate in the City of Cape Town, Cape Division, Province Western Cape measuring 629 square metres, held by Deed of Transfer No. T18997/66, comprising of brick walls, tiled roof partially fenced dwelling, consisting of 2 garages, 3 bedrooms, 2 bathrooms,a toilet, wooden floors, separate kitchen, laundry, lounge, dining-room and study, and known as 27 Yarmouth Road, Muizenberg.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and to the Title Deed insofar as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10 (ten) percent thereof in cash on the signing of the Conditions of Sale, or otherwise as the Auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the Bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved Bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The Conditions of Sale which will be read out by the Auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Parow this 20th day of November 2001.

Cohen Shevel & Fourie, per: T.O. Price, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case No: 19502/2000

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

In the matter between: NEDCOR BANK LIMITED, Judgment Creditor, and MOGAMAT SALIE AMARDIEN, 1st Judgment Debtor, and SHANAAZ AMARDIEN, 2nd Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Mitchells Plain on 24 January 2002 at 10h00:

Erf 22755, Mitchells Plain, situate in the City of Cape Town, Cape Division, Western Cape Province, also known as 12 Blesbok Crescent, Eastridge, Mitchells Plain.

In extent: 120 (one hundred and twenty) square metres.

Comprising brick building, asbestos roof, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom & toilet.

The Sale shall be by Public Auction without reserve to the highest bidder, subject to the Magistrate's Court' Act and Rules.

10% of the price is payable at the time of the Sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Mitchells Plain (South) and will be read out by the Auctioneer prior to the Sale.

Smuts Kemp & Smal, per: KG Kemp/LvS/G1102 (Plaintiff's Attorney's), 1 De Lange Street, Bellville. Tel: (021) 945 3646.

Saak Nr. 160/1996

IN DIE LANDDROSHOF VIR DIE DISTRIK CALITZDORP GEHOU TE CALITZDORP

In die saak tussen: BOLAND BANK PKS BEPERK, Eksekusieskuldeiser, en SWALLOWS RUGBYKLUB, Eksekusieskuldenaar

Ingevolge 'n Vonnis van die bogemelde Agbare Hof gevel op 25 November 1996 en 'n Lasbrief vir Eksekusie uitgereik, sal die hierna beskrewe onroerende eiendom in Eksekusie aan die hoogste bieër verkoop word op 18 Januarie 2002 om 10h00 voor die Landdroskantoor te Calitzdorp, Wes-Kaap.

Erf Nr 868, Calitzdorp, geleë in die Munisipaliteit en Afdeling Calitzdorp, Provinsie Wes-Kaap.

Groot: 1 097 Vierkante Meter.

Gehou kragtens Transportakte Nr T39608/1995.

Verkoopvoorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, die Reëls daaronder uitgevaardig en ook die voorwaardes van die Titelakte waaronder die eiendom gehou word.

2. Die eiendom word voetstoots verkoop, sonder voorbehoud aan die hoogste bieër.

3. *Betaling:* 10% van die koopprys moet kontant of per bankgewaarborgde tjek tydens die veiling betaal word. Die balans van die koopprys met rente daarop teen 15,5% per jaar vanaf datum van veiling is betaalbaar teen registrasie 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 die verkoping verskaf moet word.

4. Die Koper sal aanspreeklik wees vir betaling van hereregte indien betaalbaar.

5. Geen BTW is betaalbaar op die koopprys nie.

6. Die Koper betaal onmiddellik na die veiling die Balju se fooi en kommissie bereken teen 5% (vyf) persent op die eerste R30 000,00 en 3% op die balans, onderhewig aan maksimum van R7 000,00 asook die koste van advertensies, Kennisgewing van Verkoping en Voorwaardes van verkoop.

7. Koper betaal die prokureurskoste vir die registrasie van transport.

8. Koper sal alle Munisipale belastings en heffing om transport van die eiendom te verkry, betaal op aanvraag.

9. Die volledige voorwaardes van verkoop sal voor die veiling voorgelees word en sal ter insae lê by die kantoor van die Eiser se prokureurs, sowel as by die kantoor van die Balju, Geyserstraat, Calitzdorp, Wes-Kaap.

Geteken te Calitzdorp op hierdie 29ste dag van November 2001.

Barry en Mouton, Prokureurs vir Eiser, Andries Pretoriusstraat, Calitzdorp, 6660.

Case No. 17305/1999

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

In the matter between BOE BANK LIMITED, Reg No. 51/00847/06, Plaintiff, and ASHRAF ADAMS, First Defendant, and MARIAM ADAMS, Second Defendant

In pursuance of a Judgment of the Magistrate's Court of Mitchells Plain and Writ of Execution dated 26 October 2001, the property listed hereunder, and commonly known as 16 Genoa Way, Strandfontein, Western Cape Province, will be sold in Execution in front of the Courthouse fof the District of Mitchells Plain, on Tuesday, 22 January 2002 at 10h00, to the highest bidder:

Erf 47704 (Portion of Erf 47584), Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province.

Extent: 308 (three hundred and eight) square metres.

Held under: Deed of Transfer No. T14516/1998.

The following improvements are reported to be on the property, but nothing is guaranteed: *Dwelling:* Lounge, open plan Kitchen, Two Bedrooms, Bathroom, Toilet.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on 19 November 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. Ref: IB/C Smith/N47273.

Case No. 6464/1999

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

In the matter between BOE BANK LIMITED, Reg No. 51/00847/06, Plaintiff, and MOEGAMAT SHAHEED SADAN, First Defendant, and BENITA VENETIA SADAN, Second Defendant

In pursuance of a Judgment of the Magistrate's Court of Mitchells Plain and Writ of Execution dated 26 October 2001, the property listed hereunder, and commonly known as 5 Oyster Close, Woodridge, Mitchells Plain, Western Cape Province, will be sold in Execution in front of the Courthouse for the District of Mitchells Plain, on Tuesday, 22 January 2002 at 10h00, to the highest bidder:

Erf 20710 (Portion of Erf 35334), Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province.

Extent: 288 (two hundred and eighty eight) square metres.

Held under: Deed of Transfer No. T32582/1995.

The following improvements are reported to be on the property, but nothing is guaranteed: *Dwelling:* Lounge, Kitchen, Three Bedrooms, Bathroom/Toilet.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on 19 November 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. Ref: IB/C Smith/N50987.

Case No. 14201/1998

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

In the matter between BOE BANK LIMITED, Reg No. 51/00847/06, Plaintiff, and HENDRIK AUGUST JAMES, First Defendant, and PRISCILLA MARTHA AUGUSTA JAMES, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 25 June 2001, the property listed hereunder, and commonly known as 17 Romulus Street, Seacrest, Strandfontein, Western Cape Province, will be sold in execution in front of the Courthouse for the District of Mitchells Plain on Tuesday, 22 January 2002 at 10h00 to the highest bidder.

Erf 47673 (Portion of Erf 47584), Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, extent 319 (three hundred and nineteen) square metres, held under Deed of Transfer No. T60005/1991.

The following improvements are reported to be on the property, but nothing is guaranteed: *Dwelling:* Lounge/diningroom, kitchen, three bedrooms, one and a half bathroom, one shower, one toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 20 November 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref: IB/C Smith/N50272.)

Case No. 21632/99

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

In the matter between BOE BANK LIMITED, Reg No. 51/00847/06, Plaintiff, and RODERICK KEVIN JANTJIES, First Defendant, and BRENDA JANTJIES, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 30 May 2001, the property listed hereunder, and commonly known as 1 Padrone Crescent, Wavecrest, Mitchells Plain, Western Cape Province, will be sold in execution in front of the Courthouse for the District of Mitchells Plain on Tuesday, 22 January 2002 at 10h00 to the highest bidder.

Erf 44360, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, extent 387 (three hundred and eighty seven) square metres, held under Deed of Transfer No. T87667/1998.

The following improvements are reported to be on the property, but nothing is guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms, one and a half bathroom, two toilets, shower.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 20 November 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref: IB/C Smith/N74700.)

Saaknommer: 559/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GOODWOOD GEHOU TE GOODWOOD

In die saak tussen: STAD TYGERBERG, Eiser, en SETPROPS 1011 CC, Verweerder

Ten uitvoering van die vonnis van die Landdroshof, Goodwood, gedateer 03/08/2001, sal die onroerende goed hieronder beskryf op 14 Januarie 2002 om 11h00, by die perseel, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Bekend as 11 Doddington Straat, Goodwood (geteëlde dak, baksteenmure, 1 sitkamer, 1 eetkamer, 2 slaapkamers, 1 badkamer, dubbelmotorhuis).

Erf 29411, Goodwood, geleë in die stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, gehou kragtens Transportakte Nr T92707/1994, groot 614 vierkante meter.

Verkoopsvoorwaardes:

1. Die verkoping sal "voetstoots" geskied, onderworpe aan die voorwaardes van die Transportaktenommer waaronder die eiendom gehou word.

2. Een tiende van die koopprys tesame met rente daarop teen 13,00% per jaar vanaf datum van verkoping tot op datum van registrasie van die oordrag. Die koper moet voorts binne 14 (veertien) dae na die verkoping die Vonnisskuldeiser voorsien van 'n bank- of bougenootskapswaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Goodwood.

Gedateer te Goodwood op hierdie 28ste dag van November 2001.

A. van Rhyn, vir Steyn & Van Rhyn, Voortrekkerweg 45, Goodwood, 7460; Posbus 205, Goodwood, 7459. (E-mail: svrlaw@iafrica.com) Aktesbus/Deeds Box 112. Docex 7, Goodwood. (Tel: 591-3241.) (Fax: 591-9335.)

Saak No. 31531/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen ABSA BANK BEPERK, Eiser, en ANTON JOHAN GRIMBEEK, Eerste Verweerder, en HERMINA CATHERINE GRIMBEEK, Tweede Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 25 September 2001 sal die hiernabeskrewe onroerende eiendom in eksekusie verkoop word op Donderdag, 17 Januarie 2002 om 09h00, by die Balju-kantoor te Northumberlandweg 29, Bellville, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju/Afslaer by die veiling uitgelees sal word:

1 (a) Deel No. 14 soos aangetoon en vollediger beskryf op Deelplan No SS131/83 in die skema bekend as Cesyl Court, ten opsigte van die grond en gebou of geboue geleë te Parow, in die Stad Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap van welke deel die vloeroppervlakte, volgens voormelde deelplan 69 vierkante meter groot is; en

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

2 (a) Deel No. 26, soos aangetoon en vollediger beskryf op Deelplan No. SS131/83 in die skema bekend as Cesyl Court ten opsigte van die grond en gebou of geboue geleë te Parow, in die Stad Kaapstad, Afdeling Kaap, provinsie van die Wes-Kaap van welke deel die vloeroppervlakte, volgens voormelde deelplan 21 vierkante meter groot is; en

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

Gehou kragtens Transportakte No. ST3825/98.

Die eiendom is geleë te Cesyl Court Nr 14, Tallentstraat, Parow.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonstel met twee slaapkamers, sitkamer, kombuis, badkamer, toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr J C Fourie, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, mnr I J Hugo, Northumberlandweg 29, Bellville [Tel. (021) 948-8326.]

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommisie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,5% 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 bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, Mnr J C Fourie, Toplinhuis, Voortrekkerweg 219, Parow [Tel. (021) 939-0040) en/of die Balju, Mnr I J Hugo, Northumberlandweg 29, Bellville. [Tel. (021) 948-8326.]

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow.

Datum en verwysing: 14 November 2001 (JF/LA/A933.)

Saak No. 9504/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen STAD: KAAPSTAD, Eiser, en mnr. J LUCAS, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 5 Julie 2000 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 29 Januarie 2002 om 13h00 nm op die perseel te Pinedenestraat 7, Ravensmead, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 11812, Parow, groot 496 vierkante meter, gehou kragtens Transportakte Nr. T18743/1968.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 3 slaapkamers, sitkamer, kombuis, badkamer, toilet en eetkamer.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow, (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948-8326.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommisie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,5% 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 bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow, (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948-8326.)

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow.

Datum en verwysing: 13 November 2001 (MB/B1051.)

Case No. 27977/00

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

In the matter between ABSA BANK LIMITED, Plaintiff, and CAVIN KEITH FORTUIN, 1st Defendant, and STEPHANIE ELIZABETH FORTUIN, 2nd Defendant

In pursuance of a judgment granted on the 4/05/2001, in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 17/01/2002 at 10:00 at Mitchells Plain Court House:

Property description: Erf 16473, Mitchells Plain in the City of Cape Town, Division Cape, in the Province of the Western Cape, in extent one hundred and fifty six (156) square metres, held by Deed of Transfer No. T67857/93, situate at 33 Boschoff Way, Westridge.

Improvements: Dwelling: 3 bedrooms, kitchen, lounge, bathroom, toilet (double storey) (not guaranteed).

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

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 13,00%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Bellville this 29 November 2001.

W J M Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 204 Santyger Building, 313 Durban Road, Bellville, 7530; P O Box 3888, Tyger Valley, 7536. (021) 915-4917. (Ref. A0482/363/WS/Irma Otto.)

Saak No. 33750/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en PIETER ADAMS, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op Vrydag, 18 Januarie 2002 om 10h00 voor die Landdroshof, Wynberg:

Erf 156242, Kaapstad, by Retreat, geleë in die Suidelike Substruktuur, Afdeling Kaap, Provinsie Wes-Kaap, groot 182 vierkante meter, gehou kragtens Transportakte Nr. T85754/1996, ook bekend as Chadstraat 62, The Cottage, Lakeview, Retreat.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe Nr. 32 van 1944 en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 15,750% per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Teëldakwoning met baksteenmure met 2 slaapkamers, sitkamer, kombuis, badkamer/toilet.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Wynberg en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 30e dag van Oktober 2001.

A J Marais, vir Marais Müller Ingelyf, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (9035191.)

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* E N MALAN.

WYNBERG, Case No. 10078/01.

The property: Erf 156587, Retreat, in extent 234 square metres, situate at 35A Stamen Road, Retreat.

Improvements (not guaranteed): Single dwelling, brick walls, tiled roof, 3 bedrooms, lounge, kitchen, bathroom/toilet.

Date of sale: 18th January 2002 at 10.00 am.

Place of sale: Wynberg Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg (South), 7 Electric Road, Wynberg, 7800.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* N JODWANA.

MITCHELLS PLAIN, Case No. 7454/94.

The property: Erf 3069, Guguletu, in extent 256 square metres, situate at NY 43—No. 99, Guguletu.

Improvements (not guaranteed): 3 bedrooms, bathroom/toilet, lounge & kitchen.

Date of sale: 15th January 2002 at 10.00 am.

Place of sale: Mitchells Plain Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain (North).

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* F L & R JACOBS.

MITCHELLS PLAIN, Case No. 12021/01.

The property: Erf 36374, Mitchells Plain, in extent 168 square metres, situate at 1 Etna Crescent, Tafelsig, Mitchells Plain.

Improvements (not guaranteed): Brick bldg, asbestos roof, vinre crete fence, burglar bars, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom/toilet.

Date of sale: 15th January 2002 at 10.00 am.

Place of sale: Mitchells Plain Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain (South).

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Saak No. 29391/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WYNBERG GEHOU TE WYNBERG

ABSA BANK BEPERK, Eiser, en NORMAN JOHN HEYBURGH, 1ste Verweerder, en NORMA MAUD HEYBURGH, 2de Verweerder

Die volgende onroerende eiendom word op openbare veiling verkoop op Woensdag, 23 Januarie 2002 om 12h00 by die perseel:

Deel No. 7, Deelplan No. SS.105/83, in die skema Marie Court, te Wynberg, 72 (twee en sewentig) vierkante meter groot; en

Adres: Eenheid 7, Marie Hof, Wellingtonweg, Wynberg.

Verbeterings (nie gewaarborg nie): Eenmanswoonstel met oopplankombuis, sitkamer, badkamer.

Die veilingvoorwaardes wat van toepassing is sal voor die veiling uitgelees word en is ter insae by die Balju Wynberg Noord en bepaal onder andere dat:

1. Die verkoping voetstoots is aan die hoogste bieder.

2. Een tiende van die koopprys in kontant betaalbaar is onmiddellik nadat die eiendom as verkoop verklaar is en dat die balans tesame met rente teen registrasie van oordrag betaal moet word.

Geteken te Bellville op 21 November 2001.

Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.

Saaknommer: 9009/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen: SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en A B GREGORI, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op Maandag, 21 Januarie 2002 om 11h00 op die perseel.

Deel Nr 17, soos getoon en vollediger beskryf op Deeplan No SS472/1997, in die skema bekend as Mernolia, ten opsigte van die grond en gebou of geboue geleë te Paarl, in die Drakenstein Munisipaliteit, van welke deel die vloeroppervlakte, volgens voormelde Deelplan 107 vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op die genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel No. ST4128/1998; ook bekend as Mernolia Hof, Gedeelte 17, h/v Dorp- en Bredastrate, Paarl.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe nr. 32 van 1944 en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 13,800% per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 2 slaapkamers, 1 badkamer, 1 kombuis, sitkamer en motorhuis.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Paarl, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 29ste dag van November 2001.

A J Marais, vir Marais Müller Ingelyf, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (9035191.)

Saaknr 12217/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen: ABSA BANK BEPERK, Eiser, en LIZA MARIA ALMAZIEN, Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 21 Augustus 2001, sal die hiernabeskrewe onroerende eiendom in eksekusie verkoop word op Dinsdag, 15 Januarie 2002 om 10h00 voor die Landdroskantoor, Eerstelaan, Eastridge, Mitchells Plain, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 48367, Mitchells Plain, in die Stad Kaapstad, Afdeling Kaap Provinsie van die Wes-Kaap, geleë te Camphillweg 10, Mitchells Plain, groot 231 vierkante meter, gehou kragtens Transportakte Nr. T81645/2000.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, vibrecrete omheining, diefwering, sementvloere, twee slaapkamers, sitkamer, oopplan kombuis, badkamer en toilet.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, mnr J C Fourie, Toplinhuis, Voortrekkerweg 219, Parow [Tel. (021) 939-0040] en/of die Balju, mnr B J Koen, Mulberry Way, Strandfontein [Tel. (021) 393-3171].

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,5% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo diè van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, mnr J C Fourie, Toplinhuis, Voortrekkerweg 219, Parow [Tel. (021) 939-0040] en/of die Balju, Mnr B J Koen, Mulberry Way, Strandfontein [Tel. (021) 393-3171].

Datum: 27 November 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw: JF/LA/A905.)

Saak No.: 16040/99

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen: ABSA BANK BEPERK, Eiser, en MOGAMAT NAZEEM NORTON, 1ste Verweerder, en NAZEEMA NORTON, 2de Verweerder

In die gemelde saak sal 'n veiling gehou word op 15 Januarie 2002 om 10h00 te Landdroshof, 1ste Laan, Eastridge, Mitchells Plain:

Erf: 2901, Weltevreden Vallei, geleë in die Stad van Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap;

Groot: 305 vierkante meter;

Gehou deur die Verweerders kragtens Transportakte nr. T48789/92.

Beter bekend as: Queens Rylaan 25, Colorado Park, Mitchells Plain.

1. *Verbeterings* (nie gewaarborg nie): 'n Woonhuis bestaande uit 2 slaapkamers, 1 sitkamer, 1 eetkamer, 1 kombuis asook 1 badkamer.

2. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, en in die kantoor van die ondergetekende en bepaal onder andere dat:

2.1 Die verkoping voetstoots is aan die hoogste bieder;

2.2 Een tiende van die koopprys in kontant betaalbaar is onmiddellik nadat die eiendom as verkoop verklaar is en dat die res met rente teen registrasie van oordrag betaal moet word.

Gedateer te Kaapstad hierdie 19de November 2001.

Marais Muller Ing., Per: TR de Wet, Prokureur vir die Vonnisskuldeiser, 19de Vloer, Cartwrights Corner, Adderleystraat, Kaapstad. Tel: (021) 462 3420 / Fax: (021) 465 2736. Epos: marmu@iafrica.com Verw: MA Small/edlg/Z05857.

Case No: 12662/01

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and KEVIN PRETORIUS, First Defendant, and MARINE WILHELMINA PRETORIUS, Second Defendant

In the above matter a sale will be held in front of the Magistrate's Court, Kuils River on Wednesday, 16 January 2002 at 9,00 am., being:

Erf 1107, Eerste River, situate in the City of Cape Town, Cape Division, Western Cape Province;

Measuring: 480 Square Metres.

Also known as: No. 36 Morton Road, Eerste River.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 13,00% per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): *A dwelling comprising:* 3 bedrooms, lounge, kitchen, bathroom & toilet.

4. The complete Conditions of Sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Kuils River and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, Nr. Willie van Schoor & Old Oak Roads, Bellville. Phone: 914-5660. Refer: NED1/0456/H Crous/lr.

Case No: 8027/01

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NEIL ALLEN CASTELING, First Defendant, and DIANA ELIZABETH LE ROUX, Second Defendant

In the above matter a sale will be held on Thursday, 17 January 2002 at 12,00 noon, at the site of 83 Labiance Sentrum, Carinus Avenue, Bellville, being:

Section 51, as shown and more fully described on Sectional Plan No. SS139/82 in the scheme known as Labiance Sentrum in respect of the land and building or buildings situate at Bellville, in the City of Cape Town, Cape Division, Western Cape Province, which section the floor area according to the said sectional plan, is sixty eighty (68) 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.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 13,00% per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): *A dwelling comprising:* 2 bedrooms, bathroom, kitchen and lounge.

4. The complete Conditions of Sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, Nr. Willie van Schoor & Old Oak Roads, Bellville. Phone: 914-5660. Refer: NED1/0368/H Crous/lr.

Saaknommer: 7247/2001

IN DIE LANDDROSHF VIR DIE DISTRIK VAN WORCESTER GEHOU TE WORCESTER

In die saak tussen: SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en ARCHIBALD NAFTAILI CLOETE, Eerste Eksekusieskuldenaar, en PATRICIA CLOETE, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis van bogemelde Agbare Hof en Lasbrief tot Uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op 25 Januarie 2002 om 11h00 aan die hoogste bieder verkoop word.

Erf 4670, Worcester, bekend as Truterstraat 37, Worcester, geleë in die Munisipaliteit en Afdeling van Worcester, Provinsie Wes-Kaap.

Groot: 435 (vierhonderd vyf en dertig) 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, Worcester.

Gedateer te Worcester op hede die 10de dag van Desember 2001.

De Vries De Wet & Krouwkam Ingelyf, Per: D J Strauss, Stockenstromstraat 25, Worcester, 6850. DJS/LDT/Z12226.

Case No: 6712/01

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between: FAIRTREES DEVELOPMENT CO. (PTY) LTD, Plaintiff, and J J CLOETE N.O., First Defendant, and E CLOETE N.O., Second Defendant

In terms of a judgment granted by the above Honourable Court on 6 September 2001 and a Warrant of Execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at Frail Care, Fairtrees Retirement, Kingfisher Road, Durbanville, to the highest bidder on 21 January 2002 at 11h00.

Erf 9868, Durbanville, City of Tygerberg, Cape Division, Province of the Western Cape.

In extent: 2431 (two thousand four hundred and thirty one) square metres;

Street address: Kingfisher Road, Durbanville.

Held under Deed of Transfer No. T22729/99.

Description: Medical Centre, 20 rooms, 10 bathrooms, 2 kitchens, 1 office.

Conditions of sale:

1. The conditions of sale will be read prior to the Sale and may be inspected at the Office of the Acting Sheriff of the High Court, Cape of Good Hope Provincial Division, Bellville, Northumberland Street, Bellville.

2. Further details can be obtained from the offices of the Plaintiff's attorneys at 3rd Floor, Granger Bay Court, Beach Road, V & A Waterfront, Cape Town.

Dated at Cape Town on this 15th day of November 2001.

Mallinicks Inc., Attorneys for Plaintiff, 3rd Floor, Granger Bay Court, Beach Road, V & A Waterfront, Cape Town. (Ref: L Kahn/gp/131727.)

Saaknommer: 6462/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WORCESTER GEHOU TE WORCESTER

In die saak tussen: SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en ERNST GOUWS KOK, 1ste Eksekusieskuldenaar, en LUNA KOK, 2de Eksekusieskuldenares

Ingevolge 'n vonnis van bogenoemde Agbare Hof en Lasbrief tot Uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op 21 Januarie 2002 om 11h00 aan die hoogste bieder verkoop word.

Erf 1616, Hopefield, bekend as Stasieweg 22, Hopefield, geleë in die gebied van die Munisipaliteit Saldanhabaai, Afdeling Hopefield, Provinsie Wes-Kaap.

Groot: 512 (vyfhonderd en twaalf) 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, Moorreesburg.

Gedateer te Worcester op hede die 6de dag van Desember 2001.

De Vries De Wet & Krouwkam Ingelyf, D J Strauss, Stockenstromstraat 25, Worcester, 6850. DJS/LDT/Z12018. Tel: (023) 342 0630.

Saak No. 4294/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen: BOE BANK BEPERK, (Eiser) / JACOBA MATTHEWS (Verweerder)

Ter uitvoering van 'n vonnis van die bovermelde agbare hof gedateer 13 Julie 2001, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 23 Januarie 2002 om 10h00 op die perseel te Hartwiglaan 129, Esselen-Park, Worcester aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word.

Erf 2170, Worcester, groot 593 vierkante meter, gehou kragtens Transportakte Nr. T23115/98. Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 'n losstaande woonhuis met 'n sitkamer, kombuis, 2 slaapkamers, 'n vol badkamer en is omhein. Die eiendom kan geïnspekteer word in oorleg met die Afslaer/Balju, Worcester [Tel. (023) 347-0708].

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Afslaer/Balju, Worcester [Tel. (023) 347-0708.]

Gedateer te Paarl hierdie 10de dag van Desember 2001.

BOE Bank Beperk, Hoofstraat 333, Paarl. (Verw. SP Erasmus/Rek No. 2184865302V.)

Saak No. 10869/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen: ABSA BANK BEPERK, Eiser, en MEV MARIA SMIT, Eerste Verweerder, en MNR F H SMIT, Tweede Verweerder

Kragtens 'n uitspraak van bomelde Agbare Hof en Lasbrief vir Eksekusie, sal die ondervermelde onroerende eiendom per Openbare Veiling verkoop word op Woensdag, 23 Januarie 2002 om 09:00 by die Landdroskantoor, Van Riebeeckweg, Kuilsrivier.

Eiendom: Erf 7880, Kuilsrivier, straatadres: Koekoestraat 6, Mikropark, Kuilsrivier, groot 819 (agthonderd-en-negentien) vierkante meter, gehou kragtens Transportakte T4104/1995.

Voormelde eiendom is beswaar met die volgende verband te wete:

Verband No. B4025/1995 vir 'n bedrag van R200 000 plus 'n addisionele bedrag van R40 000 ten gunste van ABSA Bank Beperk en Verband No. B19741/1998 vir 'n bedrag van R30 000 plus 'n addisionele bedrag van R6 000 ten gunste van ABSA Bank Beperk.

Veilingsvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe No. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande Titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalings van Artikel 66 van voormelde Wet.

2. Een-tiende (1/10) van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n Bank- of Bougenootskapwaarborg, gewaarborg word.

3. Die verkoping is onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Kuilsrivier.

Gedateer te Bellville op hierdie 6de dag van Desember 2001.

Bellingan-Muller-De Villers Ing., per D A Muller, Edwardstraat 122, Bellville. (Verw. D A MULLER/AVZ.)

Saak No. 14745/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WYNBERG GEHOU TE WYNBERG

In die saak tussen: FBC FIDELITY BANK BEPERK, Eiser, en M B V PIETERSE, Verweerder

Ter uitvoering van 'n vonnis verkry in die Landdroshof Wynberg gedateer 12 Februarie 2001 en 'n lasbrief vir Eksekusie sal die hiernabeskrewe vaste eiendom op Vrydag, 25 Januarie 2002 om 12h00 by die perseel per publieke veiling in eksekusie verkoop word aan die hoogste bieër sonder reserwe.

Erf 90627, Kaapstad te Wynberg, in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 578 vierkante meter, gehou kragtens Transportakte Nr. T81094/99.

Liggingsadres: Draghedaweg 17, Golf Link Estate, Wynberg.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshowe en Reëls asook die voorwaardes van die Titelakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen 24,2 p.j. of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van die verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping vir vonnisskuldeiser voorsien van 'n bank- of bouverenigingswaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word welke verdere voorwaardes ter insae lê by die kantore van die Balju Wynberg en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbeteringe is die volgende: Enkel woning, baksteenmure, leiklip-teëldak, 3 slaapkamers, kombuis, sitkamer, badkamer, toilet en motorafdak.

Gedateer te Durbanville hierdie 21ste dag van November 2001.

Smit Kruger Ingelyf, Wellingtonweg 32; Posbus 33, Durbanville, 7550. (Verw. ADK/CC/B01683.)

Case No. 12287/2000

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

In the matter between: NBS a division of BOE BANK LIMITED, Plaintiff, and LYDIA GROBLER, First Defendant, and CEDRIC RUSSEL VON STEIGER, Second Defendant

In pursuance of a Judgment in the Magistrate's Court of George and a Warrant of Execution dated 5 January 2001, the property hereunder listed will be sold in execution by the Sheriff George on 17 January 2002 at 10h00 to the highest bidder, at the premises, being:

Erf 2702 & 4791, George, situated in the Municipality and division of George, measuring 1 213 square metres, held by Deed of Transfer Nr. T58137/1994 (also known as 16 York Street, George).

The following improvements are reported to be on the property but nothing is guaranteed: House consisting of 1 lounge, 1 dining-room, 1 kitchen, 3 bedrooms, 1 1/2 bathroom, 2 toilet & 1 shower and 1 store room, currently being used as offices.

Conditions of sale:

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 hereunder and of the Title Deed insofar as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% thereof on the date of sale to the Sheriff and the balance together with interest thereon at the rate of 19% per annum from date of registration of transfer shall be paid to the Sheriff, within 30 days or secured by an approved Bank of Building Society guarantee.

3. *Conditions:* The full conditions of sale may be inspected at the offices of Messrs Stadler & Swart, 3 Doneraile Street, George and at the offices of the Sheriff, 36A Wellington Street, George.

Dated at George on this 30 November 2001.

Stadler & Swart, Attorneys for Plaintiff, 3 Doneraile Street, George. [Tel. (044) 874-4090.]

Saak No. 3727/00

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen: JOHAN ALBERTYN, Applikant, en SEAN RILEY, Eerste Respondent, and NAUDE JORDAAN, Tweede Respondent

Geliewe kennis te neem dat die volgende eiendom op Dinsdag, 12 Februarie 2002 om 10h00 deur die Balju, Landdroshof, Malmesbury geregtelik te koop aangebied sal word op die perseel geleë te:

1. Erf 7008, Wagenerstraat 3, Malmesbury, gehou kragtens Transportakte T63403/1996.

'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, Malmesbury 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.)

SALE IN EXECUTION

NEDCOR BANK LIMITED *vs* V P H SWARTS

Bellville, Case No. 29490/01

The property: Section No. 25, West Court & Parking Bay P1, in extent 68 square metres & 17 square metres, respectively, situated at 25 West Cour, Provident Street, Parow.

Improvements (not guaranteed): 1 bedroom, kitchen, lounge, bathroom, toilet & parking bay.

Date of sale: 17th January 2002 at 09:00 am.

Place of sale: Bellville Sheriff's Office, 29 Northumberland Rd, Bellville.

Material conditions: The sale will be sold voetstoots, by Public Auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank guaranteed cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Bellville, 29 Northumberland Rd, Bellville.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* A R & S B GEYER.

BELLVILLE, Case No. 26123/98.

The property: Erf 33220, Bellville, in extent 273 square metres, situate at 23 Swartland Crescent, Belhar.

Improvements (not guaranteed): Lounge, kitchen, bedroom, bathroom, toilet, tiled roof.

Date of sale: 17th January 2002 at 09.00 am.

Place of sale: Bellville Sheriff's Office, 29 Northumberland Rd, Bellville.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank guaranteed cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Bellville, 29 Northumberland Rd, Bellville.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Saak Nr. 387/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HOPEFIELD GEHOU TE HOPEFIELD

In die saak tussen FBC FIDELITY BANK BEPERK, Eiser, en CHARL FRANCOIS VAN DER MERWE, 1ste Verweerder, en NINETTE VAN DER MERWE, 2de Verweerder

Ter uitvoering van 'n vonnis verkry in die Landdroshof Hopefield gedateer 2 Februarie 2001 en 'n lasbrief vir eksekusie sal die hiernabeskrewe vaste eiendom op Maandag, 21 Januarie 2002 om 10h00 by die perseel per publieke veiling in eksekusie verkoop word aan die hoogste bieër sonder reserwe:

Erf 557, Hopefield, geleë in die Munisipaliteit Saldanhabaai, Afdeling Malmesbury, Provinsie Wes-Kaap, groot 7 259 vierkante meter, gehou kragtens Transportakte Nr. T76903/99.

Liggingsadres: Industriestraat 557, Hopefield.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshowe en Reëls asook die voorwaardes van die Titelakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen 24,2% p.j. of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping vir Vonnisskuldeiser voorsien van 'n bank- of bouverenigingswaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word welke verdere voorwaardes ter insae lê by die kantore van die Balju, Hopefield en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbeteringe is die volgende: 1 x stoorgebou met sinkdak en afdakke bestaande uit sementblokke. Erf is met draad omhein.

Gedateer te Durbanville hierdie 7de dag van Desember 2001.

Smit Kruger Ingelyf, Wellingtonweg 32 (Posbus 33), Durbanville, 7550. (Verw. ADK/CC/B01745.)

Case No. 16183/00

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

In the matter between FIRSTRAND BANK LIMITED, formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and CHRISTOPHER IVAN MAREE, Defendant

In the above matter a sale will be held in front of the Magistrate's Court, Kuils River on Wednesday, 16 January 2002 at 09:00 am, being:

Erf 299, Rustdal, situate in the City of Cape Town, Cape Division, Western Cape Province, measuring 712 square metres, also known as 10 Wilge Avenue, Rustdal, Blackheath.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 13,00% per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising 2 bedrooms, lounge, kitchen, bathroom.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Kuils River and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, Nr Willie van Schoor & Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. FIR4/0013/H Crous/lr.)

Saak Nr. 34961/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen PAROW MOTORHANDELAARS (EDMS) BEPERK, Eiser, en MAGAMAT FAIZAL AJAM, Eerste Verweerder, en RABIA AJAM, Tweede Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde agbare hof gedateer 8 November 2000 sal die hiernabeskrewe onroerende eiendom in eksekusie verkoop word op Woensdag, 16 Januarie 2002 om 09h00 voor die Landdroskantoor Van Riebeeckweg, Kuilsrivier aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju/Afslaer by die veiling uitgelees sal word:

Erf 4542, Blue Downs in die Oostenberg Munisipaliteit, Afdeling Stellenbosch, Provinsie van die Wes-Kaap, geleë te Blue Downsstraat 160, Blue Downs, groot 566 vierkante meter, gehou kragtens Transportakte Nr. T5589/1998.

Die volende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met teëldak, drie slaapkamers, sitkamer, kombuis, badkamer toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr J C Fourie, Toplinhuis, Voortrekkerweg 219, Parow (Tel 021 - 939-0040) en/of die Balju, Mnr I J Hugo, Northumberlandweg 29, Bellville (Tel 021) - 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,5% 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 bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, Mnr J C Fourie, Toplinhuis, Voortrekkerweg 219, Parow (Tel 021 - 939-0040) en/of die Balju, Mnr I J Hugo, Northumberlandweg 29, Bellville (Tel 021) - 948-8326).

Datum: 12 November 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/P472.)

Case No. 24563/00

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ABUBAKAA ALEXANDER, First Defendant, and SHAKIERA ALEXANDER, Second Defendant

In pursuance to a judgment in the above Court and a warrant of execution dated 19 December 2000, the following property will be sold in execution on Friday, 18 January 2002 at 10h00, to the highest bidder at the Wynberg Magistrate's Court:

Erf 83860, Cape Town at Retreat, in extent 496 (four hundred and ninety six) square metres, held by Deed of Transfer No. T72558/1989, situate at 73 Hilary Drive, Steenberg.

Description: Brick dwelling under tiled roof comprising of 3 bedrooms, lounge, kitchen, bathroom/toilet and garage.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act, the Rules made thereunder and of the Title Deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. *Payment:* Ten percentum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Magistrate's Court.

Dated at Fish Hoek this the 30th day of November 2001.

S R Boyes, for Buchanan Boyes, Plaintiff's Attorneys, 26 First Avenue, Fish Hoek. (Ref. SRB/lc/V47784.)

Saak Nr. 22069/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen STAD KAAPSTAD, Eiser, en mnr A G SEEKOEI, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde agbare hof gedateer 19 Julie 2001 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 29 Januarie 2002 om 12h00 nm op die perseel te Ralphstraat 50, Ravensmead aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju/Afslaer by die veiling uitgelees sal word:

Erf 8726, Parow, groot 496 vierkante meter, gehou kragtens Transportakte Nr. T42075/1996.

Die volende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 3 slaapkamers, sitkamer, kombuis, badkamer, toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948 8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,5% 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 bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, Mnr Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948 8326).

Datum: 13 November 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. MB/B3330.)

Saak No. 22826/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen: SAAMBOU BANK BEPERK, Eiser, en ANN CLOTHILDA VAN DEN HEEVER (nou NAYMAN), Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 18 November 1999 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Woensdag, 23 Januarie 2002 om 11h00, op die perseel te Erf 130170, Kaapstad, te Woodstock, Clydestraat 1, Woodstock, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 130170, Kaapstad, te Woodstock, in die Stad Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap, groot 109 (een honderd en nege) vierkante meter, gehou kragtens Transportakte No. T10598/1990.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonhuis met sitkamer, kombuis, 2 slaapkamers en badkamer/toilet.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr C J Veldtman (Tel. 939-0040) en/of Die Balju vir die Landdroshof, J Coetzee, Maitland (Tel. 593-0673).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommisie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, Mnr C J Veldtman (Tel. 939-0040) en/of Die Balju vir die Landdroshof, J Coetzee, Maitland (Tel. 593-0673).

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow.

Datum en verwysing: 12 November 2001 (CJV/RB/4699.)

Saak No. 30346/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: STAD KAAPSTAD, Eiser, en mnr. H J LOUBSER, Eerste Verweerder, en mev. L J LOUBSER, Tweede Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 24 Januarie 2002 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 24 Januarie 2002 om 10h00 vm op die perseel te Oldhamweg 111, Parow, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 5431, Parow, groot 496 vierkante meter, gehou kragtens Transportakte No. T40510/1992.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is sitkamer, 3 slaapkamers, kombuis, badkamer, toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommisie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport met rente op die volle koopprys teen 15,5% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo diè van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 939-0040) en/of die Balju, Bellville (Tel. 948-8326).

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow.

Datum en verwysing: 12 November 2001 (NvR/B3654.)

Case No. 20976/00

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

In the matter between CITY OF TYGERBERG, Plaintiff, and SAMIYELI VALINDAWE, Defendant

In pursuance of judgment granted on 27/02/2001, in the Mitchell's Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 23/01/2002 at 10h00 at Mitchell's Plain Court, to the highest bidder:

Description: Erf 1238, Khayelitsha, in the City of Tygerberg Municipality, Cape Division, Province Western Cape, also known as 20 Mncedisi Street E681 T1V1, Khayelitsha, Erf 01238, in extent (160) sqm.

Improvements: Brick building, asbestos roof, 2 bedrooms, cement floors, kitchen, lounge, bathroom, toilet.

Held by the Defendant in his name under Deed of Transfer No. T16607/97.

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 10% of the purchase price in cash or by bank-guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville this 12 November 2001.

EC Jearey, Plaintiff's Attorneys, Malan Laas & Scholtz Inc., M5 Place, 2A Hibiscus Rd, Durbanville, 7550; PO Box 606, Sanlamhof, 7532. [Tel. (021) 976-0966.] (Ref. ECJ/cb/C0500/221.)

Case No. 26355/00

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

In the matter between CITY OF CAPE TOWN: TYGERBERG ADMINISTRATION, Plaintiff, and TOTANA ZODWA BEAUTY, Defendant

In pursuance of judgment granted on 9/05/2001, in the Mitchell's Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 23/01/2002 at 10h00 at Mitchell's Plain Court, to the highest bidder:

Description: Erf 648, Khayelitsha, in the City of Tygerberg Municipality, Cape Division, Province Western Cape, also known as 8 Jordane Circle T1V1 Khayelitsha, Erf 00648, in extent (176) sqm.

Improvements: Brick building, asbestos roof, partly fencing, garden, bedroom, cement floors, lounge, kitchen, bathroom, toilet.

Held by the Defendant in his name under Deed of Transfer No. T104086/96.

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 10% of the purchase price in cash or by bank-guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville this 13 November 2001.

EC Jearey, Plaintiff's Attorneys, Malan Laas & Scholtz Inc., M5 Place, 2A Hibiscus Rd, Durbanville, 7550; PO Box 606, Sanlamhof, 7532. [Tel. (021) 976-0966.] (Ref. ECJ/cb/C0500/546.)

Case No. 22155/00

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

In the matter between CITY OF CAPE TOWN, t/a TYGERBERG ADMINISTRATION, Plaintiff, and BOOYSEN BUYELWA JULIET, Defendant

In pursuance of judgment granted on 9/05/2001, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 23/01/2002 at 10h00 at Mitchells Plain Court, to the highest bidder:

Description: Erf 570, Khayelitsha, in the City of Tygerberg Municipality, Cape Division, Province Western Cape, also known as 138 Makabeni Road A592 T1V1, Khayelitsha, Erf 00570, in extent (178) sqm.

Improvements: Brick building, tiled roof, partly fencing, bedroom, cement floors, kitchen, lounge, bathroom, toilet.

Held by the Defendant in his name under Deed of Transfer No. T125738/97.

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 10% of the purchase price in cash or by bank-guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville this 13 November 2001.

EC Jearey, Plaintiff's Attorneys, Malan Laas & Scholtz Inc., M5 Place, 2A Hibiscus Rd, Durbanville, 7550; PO Box 606, Sanlamhof, 7532. [Tel. (021) 976-0966.] (Ref. ECJ/cb/C0500/608.)

Case No. 20988/00

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

In the matter between CITY OF CAPE TOWN, t/a TYGERBERG ADMINISTRATION, Plaintiff, and MCHILIZELI NOMBATOWE VICTORIA, Defendant

In pursuance of judgment granted on 9/05/2001, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 23/01/2002 at 10h00 at Mitchells Plain Court, to the highest bidder:

Description: Erf 1270, Khayelitsha in the City of Tygerberg Municipality, Cape Division, Province Western Cape, also known as 28 Panama Street E648 T1V1, Khayelitsha, Erf 01270, in extent (173) sm.

Improvements: Brick walls with asbestos roof consisting of 2 bedrooms, kitchen, lounge, bathroom & toilet.

Held by the Defendant in his name under Deed of Transfer No. T92109/96.

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 10% of the purchase price in cash or by bank-guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville this 13 November 2001.

EC Jearey, Plaintiff's Attorneys, Malan Laas & Scholtz Inc., M5 Place, 2A Hibiscus Rd, Durbanville, 7550; PO Box 606, Sanlamhof, 7532. [Tel. (021) 976-0966.] (Ref. ECJ/cb/C0500/238.)

Case No. 21020/00

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

In the matter between CITY OF TYGERBERG, Plaintiff, and MALGAS SOLOMZI ANTHONY, Defendant

In pursuance of judgment granted on 27/10/2000, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 23/01/2002 at 10h00 at Mitchells Plain Court to the highest bidder:

Description: Erf 1322, Khayelitsha in the City of Tygerberg Municipality, Cape Division, Province Western Cape, also known as 10 Venus Street E594T1V1 Khayelitsha, Erf 01322, in extent (154) sqm.

Improvements: Brick building, asbestos roof, vibre-crete fencing, bedroom, cement floor, lounge, bathroom, toilet, family room.

Held by the Defendant in his name under Deed of Transfer No. T42472/97.

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 10% of the purchase price in cash or by bank-guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville this 13 November 2001.

EC Jearey, Plaintiff's Attorneys, Malan Laas & Scholtz Inc., M5 Place, 2A Hibiscus Rd, Durbanville, 7550; PO Box 606, Sanlamhof, 7532. [Tel. (021) 976-0966.] (Ref. ECJ/cb/C0500/274.)

Case No. 21024/00

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

In the matter between CITY OF TYGERBERG, Plaintiff, and NGQULA NOLUTHANDO EGGIE, Defendant

In pursuance of a judgment granted on 27/10/2000, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder, will be sold in execution on 23/01/2002 at 10h00, at Mitchells Plain Court, to the highest bidder:

Description: Erf 1320, Khayelitsha, in the City of Tygerberg, Cape Division, Province Western Cape, also known as 6 Venus Street, E596 T1V1, Khayelitsha, Erf 01320.

In extent: (261) sqm;

Improvements: Brick building, asbestos roof, partly vibre-crete fencing, bedroom, cement floors, bathroom, kitchen, toilet.

Held by the Defendant in his name under Deed of Transfer No. T95395/96;

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

2. The purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville this 13th November 2001.

EC Jearey, Plaintiff's Attorneys, Malan Laas & Scholtz Inc, M5 Place, 2A Hibiscus Rd, Durbanville, 7550; P O Box 606, Sanlamhof, 7532. (021) 976 0966. Ref: ECJ/cb/C0500/276.

Case No. 8345/97

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

In the matter between ABSA BANK LIMITED, Plaintiff, and GAVIN JOHAN CLOETE, 1st Defendant, and JACQUELINE CLOETE, 2nd Defendant

In pursuance of a judgment granted on 19.08.1997, in the Kuils River Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder, will be sold in execution on 18/01/2002 at 09:00 at Kuils River Magistrate Court to the highest bidder:

Description: Erf 3353, Eerste River, in the Local Area of Blue Downs, Division Stellenbosch, Province Western Cape, also known as 29 Witels Street, Silwood Heights, Eerste River.

In extent: 325 square metres:

Improvements: 2 bedrooms, lounge, kitchen, bathroom/toilet, tiled roof.

Held by the Defendants in their names under Deed of Transfer No. T69244/89;

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

2. The purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Durbanville this 19 November 2001.

EC Jearey, Plaintiff's Attorneys, Malan Laas & Scholtz Inc, M5 Place, 2A Hibiscus Rd, Durbanville, 7550; P O Box 606, Sanlamhof, 7532. (021) 976 0966. Ref: ECJ/SS/A0068/21.

Case No. 22206/00

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

In the matter between CITY OF TYGERBERG, Plaintiff, and GUMBE BOYOYO, Defendant

In pursuance of a judgment granted on 30/10/2000 in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder, will be sold in execution on 23/01/2002 at 10h00, at Mitchells Plain Court, to the highest bidder:

Description: Erf 262, Khayelitsha, in the City of Tygerberg Municipality, Cape Division, Province Western Cape, also known as 19 Makwelo Street A336 T1V1 Khayelitsha, Erf 00262.

In extent: (198) sqm;

Improvements: Brick building, asbestos roof, partly fencing, bedroom, cement floors, lounge, bathroom, toilet.

Held by the Defendant in his name under Deed of Transfer No. T98134/96;

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

2. The purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville this 12 November 2001.

EC Jearey, Plaintiff's Attorneys, Malan Laas & Scholtz Inc, M5 Place, 2A Hibiscus Rd, Durbanville, 7550; P O Box 606, Sanlamhof, 7532. (021) 976 0966. Ref: ECJ/cb/C0500/137.

Case No. 21089/00

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

In the matter between: CITY OF CAPE TOWN: TYGERBERG ADMINISTRATION, Plaintiff, and TYOBOZA MAGLUBELO PHILIP, Defendant

In pursuance of judgment granted on 27/03/2001, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 23/01/2002 at 10h00 at Mitchells Plain Court to the highest bidder:

Description: Erf 2862, Khayelitsha in the City of Tygerberg, Municipality Cape Division, Province Western Cape, also known as 3 Simo Street, D61 T1V1 Khayelitsha, Erf 02862, in extent (163) square metres.

Improvements: Brick building, tiled roof, partly fencing, bedroom, cement floors, kitchen, lounge, bathroom, toilet, held by the Defendant in his name under Deed of Transfer No. T27448/93.

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 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15.50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's Attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville this 12 November 2001.

EC Jearey, Plaintiff's Attorneys, Malan Laas & Scholtz Inc., M5 Place, 2A Hibiscus Rd, Durbanville, 7550; P O Box 606, Sanlamhof, 7532. [Tel. (021) 976-0966.] (Ref. ECJ/cb/C0500/137.)

Case No. 26355/00

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

In the matter between: CITY OF CAPE TOWN: TYGERBERG ADMINISTRATION, Plaintiff, and TOTANA ZODWA BEAUTY, Defendant

In pursuance of judgment granted on 9/05/2001, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 23/01/2002 at 10h00 at Mitchells Plain Court to the highest bidder:

Description: Erf 648, Khayelitsha in the City of Tygerberg, Municipality Cape Division, Province Western Cape, also known as 8 Jordane Circle T1V1 Khayelitsha, Erf 00648, in extent (176) square metres.

Improvements: Brick building, asbestos roof, partly fencing, garden, bedroom, cement floors, lounge, kitchen, bathroom, toilet, held by the Defendant in his name under Deed of Transfer No. T104086/96.

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 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15.50% from the date of sale to the date of transfer, against building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's Attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Bellville this 12 November 2001.

EC Jearey, Plaintiff's Attorneys, Malan Laas & Scholtz Inc., M5 Place, 2A Hibiscus Rd, Durbanville, 7550; P O Box 606, Sanlamhof, 7532. [Tel. (021) 976-0966.] (Ref. ECJ/cb/C0500/716.)

Case No. 7041/01

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between B O E BANK LIMITED (Reg. No. 51/00847/06) (through its NBS Division), Execution Creditor, and COLIN DOUGLAS WITBOOI, First Execution Debtor, and KATRINA GERTRUIDA WITBOOI, Second Execution Debtor

In execution of the Judgment of the High Court a sale will be held at the Mitchells Plain Court House, on 22 January 2002 at 10.00 am, to the highest bidder:

Erf: 6994, Weltevreden Valley.

Measuring: Two hundred and eighty seven square metres.

Situate at: 18 Liverpool Close, Rondevlei Park, Mitchells Plain, 7785.

Property description: A brick residential dwelling under a tiled roof comprising of kitchen, lounge, 2 bedrooms, bathroom, toilet.

Held by Title Deed: T54301/99.

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 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 3 December 2001.

Abrahams & Gross Inc, 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. Tel: 418 2020. Reference COL/BBS/Z06101.

Saaknr: 4345/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen: ABSA BANK BEPERK, Eiser, en STEMMERT DREYER & PETRONEL DREYER, Verweerder

Die volgende vaste eiendom word per openbare veiling verkoop op Vrydag, 18 Januarie 2002 om 9h00 by die Landdroskantoor, Kuilsrivier.

Erf 1868, Eersterivier, gehou kragtens Transportakte T99636/93, 367 vierkante meter groot en geleë te Suurbraakstraat 12, Devon Park, Eersterivier.

Verbeterings (nie gewaarborg nie): 3 slaapkamers, sitkamer, kombuis, badkamer/toilet.

Die veilingsvoorwaardes wat van toepassing is sal voor die veiling uitgelees word en is ter insae by die balju van bogemelde hof en bepaal onder andere dat:

1. Die verkoping voetstoots is aan die hoogste bieër.

2. Een-tiende van die koopprys in kontant betaalbaar is onmiddellik nadat die eiendom as verkoop verklaar is en dat die balans tesame met rente teen registrasie van oordrag betaal moet word.

Gedagteken te Goodwood op hierdie 11de dag van Oktober 2001.

Steyn & Van Rhyn, Prokureurs • Attorneys • Amagqwetha, Voortrekkerweg/Road 45, Goodwood, 7460; Posbus/P O Box 205, Goodwood, 7459. E-mail: svrlaw@iafrica.com Aktebus/Deeds Box 112; Docex 7, Goodwood. Tel: 5913241. Fax: 5919335. Verw: AVR/TVM/A01177.

Saaknr. 7193/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen: STANDARD BANK SA LTD, Eiser, en LESLIE SIMON DAWSON, 1ste Verweerder, en ELIZABETH MARIA DAWSON, 2de Verweerder

Ter uitvoering van 'n Vonnis wat in die bogemelde Hof op 31 Januarie 2000 teen die bogemelde Verweerders toegestaan is en 'n Lasbrief van Eksekusie gedateer 19 April 2001 sal die hiernavermelde eiendom op Woensdag, 23 Januarie 2000 om 10h00 v.m. voor die Landdroskantoor te 120 St John Straat, Oudtshoorn, verkoop word in eksekusie.

Erf 5561, Oudtshoorn in grootte 929 (nege honderd nege en twintig) vierkante meter.

Verbeteringe: 3 Woonvertrekke, 3 Slaapkamers, 2 Badkamers, 2 Motorhuise, 1 Buitekamer ("Servant's Quarters"), 1 Waskamer, 1 Motor afdak.

Verkoopsvoorwaardes:

1. Die eiendom word per stygende bod aan die hoogste bieër verkoop, voetstoots en onderhewig aan die bepalings en voorwaardes van die Landdroshofwet en die Reëls daar kragtens gemaak, en van die Transportakte, Nr. T.71831/1994 sover dit van toepassing mag wees.

2. 10% (tien persent) van die koopprys word in kontant of met 'n bankgewaarborgde tjek betaal sodra die eiendom as verkoop verklaar is en die balans van die koopprys word tesame met rente teen 15,5% per jaar op die volle koopprys binne tien (10) dae na die veiling deur 'n Bank of Bouvereniging waarborg gewaarborg, goedgekeur deur die Eiser se prokureurs.

Voorwaardes: Die volle Verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Rademeyer Straat 3, Oudtshoorn.

Gedateer te Knysna op hierdie 4 dag van Desember 2001.

Logan-Martin Ing., Prokureur vir Eiser, Woodmill, Sentrum 20, Hoofstraat, Knysna. (per: D Barnard/WS277.)

Case No. 16693/2001

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

In the matter between BALMORAL HEIGHTS BODY CORPORATE, Execution Creditor, and THE BRIAN CLARK TRUST, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Wynberg, held at Wynberg, in the above-mentioned suit, a sale will be held on Thursday, 31 January 2002 at 15h00, at the premises:

Unit 1, Balmoral Heights, Lansdowne Road, Lansdowne, of the undermentioned property of the Execution Debtor, on the conditions which will lie for inspection at the Offices of the Sheriff, for the District of Wynberg Magistrate's Court, 9 Electric Road, Wynberg.

In extent 52 square metres, situated at Unit 1, Balmoral Heights, Lansdowne Road, Lansdowne.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A flat consisting of brick walls, 2 bedrooms, 1 kitchen, 1 lounge and 1 bathroom/toilet.

Terms and conditions are available at the Sheriff, 9 Electric Road, Wynberg or Attorneys for the Execution Creditor mentioned herein below.

Dated at Plumstead on this 6th day of December 2001.

James Kotze Attorney (James Kotze), Attorney for Execution Creditor, 12 Gabriel Road, Plumstead; P.O. Box 251, Plumstead, 7800. [Tel. (021) 762-8130.] [Fax (021) 797-6420.] (Ref. JHK/dr/N110.)

Case No. 2024/00

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between ABSA BANK LIMITED, Execution Creditor *versus* A. H. BARRY, Execution Debtor

The following property will be sold in execution by public auction held at 21 Voortrekker Street, Mc Gregor, to the highest bidder on 23 January 2002 at 10:00:

Erf 196, Mc Gregor, in extent 1 019 (one thousand and nineteen) square metres, held by Deed of Transfer T5734/1998, situate at 21 Voortrekker Street, Mc Gregor.

Conditions of sale:

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 High Court, Robertson, and at the offices of the auctioneer.

The following information is furnished but not guaranteed, namely: 3 bedrooms, 1 kitchen, 2 bathrooms with toilets, open plan lounge and dining-room, TV room, two outside rooms and 2 garages.

Payment: Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 20% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 10th day of December 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeek Street, Cape Town. (Tel. 491-6469.) (Ref. Tim Chase/Edaniels/C00771.)

Case No. 34045/2000

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

In the matter between FIRSTRAND BANK LIMITED, formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and FEIZAL ANTER WATERFRONT TRAVEL CC, Defendants

A sale in execution will be held on Tuesday, 22 January 2002 at 14h00, at 38 Dale Street, Lansdowne of:

Erf 63182, Cape Town, at Lansdowne, in the City of Cape Town, Cape Division, Western Cape Province, in extent 406 (four hundred and six) square metres, held under Deed of Transfer No. T96521/1994, also known as 38 Dale Street, Lansdowne.

The property is improved as follows, though in this respect nothing is guaranteed: A brick and mortar dwelling under tile roof consisting of three bedrooms, dining-room, kitchen, lounge, bathroom/toilet, double garage and swimming-pool.

Material conditions: 10% in cash on day of the sale and the balance against transfer to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

The full conditions of sale may be inspected at the Sheriff for Wynberg East, 574 Lansdowne Road, Lansdowne.

Dated at Cape Town on the 27th day of November 2001.

Burton-White, Plaintiff's Attorneys, Suite 306, Victoria Wharf Offices, Victoria & Alfed Waterfront, DX1, Watefront. (Tel. 419-9310.) (Ref. D. Burton/F982.)

Case No. 16163/2001

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and EMILE REGINALD ALWIN SOLOMONS, First Judgment Debtor, and ANGELIQUE SHARLENE LOGGENBERG, Second Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Kuils River, on 21 January 2002 at 09h00:

Erf 2584, Kleinvlei, in the City of Cape Town, Stellenbosch Division, Western Cape Province, also known as 30 Watermans Street, Kleinvlei, in extent 538 (five hundred and thirty-eight) square metres.

Comprising 3 bedrooms, lounge, dining-room, kitchen, bathroom/toilet, double garage, tiled roof and carport.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts' Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Kuils River, and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/LvS/G1222.)

Case No. 17026/1998

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and JANE MARY VAAS, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Goodwood, in the above matter, a sale will be held on Wednesday, the 16th day of January 2002 at 10h00, at the Courthouse, Goodwood, of the following immovable property:

Erf 17534, Goodwood, in the City of Tygerberg, Cape Division, Western Cape Province, measuring 496 square metres, held by the Defendant under Deed of Transfer No. T54706/91.

Also known as: 15 Gladstone Street, Elsies River, and comprising a dwelling consisting of 4 bedrooms, 1 lounge, 1 dining-room, 1 kitchen, 1 bathroom and 1 separate toilet.

The said improvements are as reported, but the Judgment Creditor gives no warranty and makes no representations regarding the correctness thereof.

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

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

And subject further to the full conditions of sale which will be read out immediately before the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, Goodwood.

A bond/s will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L. A. Whittaker/ad 205486.)

Case No. 7611/1997

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

In the matter between THE J R WATKINS COMPANY, Execution Creditor/Plaintiff, and PREM DOREEN CARTER, Execution Debtor/Defendant

In execution of the judgment of the Magistrate's Court for the District of Bellville, in the above matter, a sale will be held in front of the premises situate at Bellville Sheriff's Office, at 29 Northumberland Street, Bellville, at 09:00, on 17 January 2002, of the following property, 4 Harmony Close, Belhar, described as:

Erf 18146. Bellville, situate in the City of Cape Town, Division Cape, Western Cape Province, in extent four hundred and twenty-one (421) square metres, held by Defendant under Deed of Transfer No. T10773/1989.

The property consists of one single brick dwelling under tiled roof comprising: 3 bedrooms, 1 bathroom, 1 lounge, 1 toilet, kitchen and 1 garage.

1. The sale is subject to the provisions of the Magistrate's Court Act, No. 32 of 1944, as amended, the property being sold "voetstoots" and as it stands, and subject to the conditions of the existing title deed/s. The highest bidder shall be the purchaser subject to the provisions of Section 66 of the above Act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may, however, at his/her option pay a deposit of ten per cent (10%) of the purchase price immediately and the balance against registration of transfer, in which event he/she will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the offices of the Sheriff of the Court.

Esau Shapiro, Isaacson & Burman Inc., Attorneys for Execution Creditor/Plaintiff, 145 Main Road, Claremont.

Saak No. 542/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VANRHYNSDORP GEHOU TE VANRHYNSDORP

In die saak tussen: TELKOM SA BEPERK, Eiser, en J TREDOUX, Verweerder

Die volgende eiendom sal in eksekusie verkoop word voor die Verweerder se perseel op 16 Januarie 2002 om 10h00 aan die hoogste bieër:

Erf 526 Klawer, in die Matzikama Munisipaliteit, Afdeling Vanrhynsdorp, Provinsie Wes-Kaap, groot 660 (seshonderd-en-sestig) vierkante meter, gehou kragtens Transportakte Nr. T64539/1992.

Straatadres: Aalwynstraat 120, Klawer.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: 'n Baksteengebou met Asbesdak bestaande uit: 1 sitkamer, 3 slaapkamers, 1 badkamer, 1 kombuis, 1 motorhuis met buitekamer.

2. *Betaling:* 10% (tien per centum) van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans (plus rente teen die heersende koers bereken op die Vonnisskuldeiser se vordering vanaf die datum van Verkoping tot datum van oordrag) teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die Verkoping afgelewer moet word.

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 veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode van Vanrhynsdorp voorgelees word en lê ter insae in sy kantoor, Tel. (027) 219-1099.

Gedateer te Kaapstad op hierdie 5de dag van Desember 2001.

C A Albertyn, De Klerk & Van Gend, Prokureur vir Eiser, ABSA Bankgebou, Adderleystraat 132, Kaapstad. (Verw. CA/rt/G91835.)

Case No. 10499/1999

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

In the matter between: BOE BANK LIMITED, Reg No. 51/00847/06, Plaintiff, and DONOVAN EMMANUEL VAN DEN BROECK, First Defendant, and CHARMAINE VAN DEN BROECK, Second Defendant

In pursuance of a Judgment of the Magistrate's Court of Mitchells Plain and Writ of Execution dated 17 May 2001, the property listed hereunder, and commonly known as 29 Kameeldoring Street, Lentegeur, Mitchells Plain, Western Cape Province, will be sold in execution in front of the Courthouse Mitchells Plain on Tuesday, 22 January 2002 at 10h00 to the highest bidder.

Erf 10076 (portion of Erf 7300) Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, extent 143 (one hundred and forty-three) square metres, held under Deed of Transfer No. T27927/1998.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom, toilet.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 5 December 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/C SMITH/N49884.)

Saak No. 3041/2001

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

In die saak tussen: BOE BANK BEPERK (Eiser) / PMV INVESTMENTS CC (CK94/18852/23) (Eerste Verweerder)

Ter uitvoering van 'n vonnis van die bovermelde Agbare Hof gedateer 24 Julie 2001, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 16 Januarie 2002 om 12:00 op die perseel te h/v Potgieterstraat en Gerber Boulevard, Gants Centre, Strand aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word.

Erf 22689, Strand, groot 1 119 vierkante meter, gehou kragtens Transportakte Nr. T61591/1995.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is 'n dubbel-volume fabriek en is toegerus met twee inry deure en 'n aparte ingang na die kantoor gedeelte. Dit bestaan uit twee kantoorareas, 'n werkswinkel en 'n spruitverfkamer. Perseel beskik ook oor 'n geteerde parkeerarea. Die eiendom kan geïnspekteer word in oorleg met die Afslaer/Balju, Strand [Tel. (021) 853-7436].

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige Verkoopvoorwaardes lê ter insae by die kantoor van die Afslaer/Balju, Strand [Tel. (021) 853-7436].

Gedateer te Paarl hierdie 4de dag van Desember 2001.

BOE Bank Beperk, Hoofstraat 333, Paarl. (Verw. A H Bezuidenhout/mr/Rek no's 1637315401/2.)

Case No. 30173/2001

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

In the matter between: SAAMBOU BANK LIMITED, Judgment Creditor, and HOWARD CHRISTIAN JOSEPH VOLLENHOVEN, Judgment Debtor

In execution of a Judgment of the above Honourable Court and a Warrant of Execution, the hereinabove-mentioned property will be sold in execution on Friday, 18 January 2002 at 10h00 at Wynberg Magistrate Court:

Erf 156306, Cape Town at Retreat, measuring 125 (one hundred and twenty-five) square metres, held by Deed of Transfer No. T72836/1996, also known as 4 Taho Road, Lakeview, Retreat.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the provisions of the Magistrate's Court Act, the Rules made hereunder and the title Deeds relating hereto.

2. *Payment:* 10% of the purchase price shall be paid in cash upon signature of the Conditions of Sale, and the unpaid balance together with interest calculated on the amount of the Judgment Creditor's claim at the rate of 14.75% per annum (together with such interest as may be payable on any preferent creditor's claim) from the date of sale to date of registration of transfer, which amounts are to be secured by approved Banker's or Building Society guarantee to be delivered within 14 days of the sale. The following improvements are stated but not guaranteed: 1 brick wall/asbestos roof townhouse consisting of 2 bedrooms, 1 lounge, 1 kitchen, 1 bathroom/toilet.

3. *Conditions:* The full conditions of sale will be read out by the Auctioneer immediately prior to the sale and may be inspected at the office of the undersigned as well as the office of the Sheriff Wynberg-South.

Signed at Claremont this 6th day of November 2001.

De Klerk & Van Gend, Attorneys for Plaintiff, 2 Oakdale Road, cnr/o Oakdale & Kildare Road, Claremont. (Ref. R01273/S DUFFETT/dvl.)

Case No. 33217/2001

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

In the matter between: SAAMBOU BANK LIMITED, Judgment Creditor, and LYNETTE ELIZABETH JANTJIES, Judgment Debtor

In execution of a Judgment of the above Honourable Court and a Warrant of Execution, the hereinabove-mentioned property will be sold in execution on Friday, 18 January 2002 at 10h00 at Wynberg Magistrate Court:

A Unit consisting of—

(a) Section No. 34 as shown and more fully described on Section Plan No. SS414/96 in the scheme known as The Oaks in respect of the land and building or buildings situated at Retreat, in the City of Cape Town of which the floor area, according to the said sectional plan is 36 (thirty-six) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No. ST18220/96, more commonly known as B06 The Oaks, Chad Street, Lakeview, Retreat.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the provisions of the Magistrate's Court Act, the Rules made hereunder and the title Deeds relating hereto.

2. *Payment:* 10% of the purchase price shall be paid in cash upon signature of the Conditions of Sale, and the unpaid balance together with interest calculated on the amount of the Judgment Creditor's claim at the rate of 14.50% per annum (together with such interest as may be payable on any preferent creditor's claim) from the date of sale to date of registration of transfer, which amounts are to be secured by approved Banker's or Building Society guarantee to be delivered within 14 days of the sale. The following improvements are stated but not guaranteed: 1 ground floor flat consisting of 2 bedrooms, lounge, kitchen, bathroom/toilet.

3. *Conditions:* The full conditions of sale will be read out by the Auctioneer immediately prior to the sale and may be inspected at the office of the undersigned as well as the office of the Sheriff Wynberg-South.

Signed at Claremont this 4th day of November 2001.

De Klerk & Van Gend, Attorneys for Plaintiff, 2 Oakdale Road, cnr/o Oakdale & Kildare Road, Claremont. (Ref. R01267/S DUFFETT/dvl.)

Case No. 2190/2000

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

In the matter between: SAAMBOU BANK LIMITED, Judgment Creditor, and MALCOLM DEREK PARKER, Judgment Debtor

In execution of a Judgment of the above Honourable Court and a Warrant of Execution, the hereinabove-mentioned property will be sold in execution on Wednesday, 23 January 2002 at 13h15 at 6 Main Road, Muizenberg:

Remainder Erf 86280, Cape Town at Muizenberg, measuring 721 (seven hundred and twenty-one) square metres, held by Deed of Transfer No. T60731/97, also known as 6 Main Road, Muizenberg.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the provisions of the Magistrate's Court Act, the Rules made hereunder and the title Deeds relating hereto.

2. *Payment:* 10% of the purchase price shall be paid in cash upon signature of the Conditions of Sale, and the unpaid balance together with interest calculated on the amount of the Judgment Creditor's claim at the rate of 15.75% per annum (together with such interest as may be payable on any preferent creditor's claim) from the date of sale to date of registration of transfer, which amounts are to be secured by approved Banker's or Building Society guarantee to be delivered within 14 days of the sale. The following improvements are stated but not guaranteed: 1 partially fenced dwelling with sink roof, wood flooring and burglar bars consisting of 3 bedrooms, 1 lounge, 1 kitchen, 1 dining-room, 1 bathroom and toilet.

3. *Conditions:* The full conditions of sale will be read out by the Auctioneer immediately prior to the sale and may be inspected at the office of the undersigned as well as the office of the Sheriff Simonstown.

Signed at Claremont this 4th day of December 2001.

De Klerk & Van Gend, Attorneys for Plaintiff, 2 Oakdale Road, cnr/o Oakdale & Kildare Road, Claremont. (Ref. R00464/S DUFFETT/dvl.)

Saak Nr 2082/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK CERES GEHOU TE CERES

In die saak tussen: BOE BANK BEPERK (Eiser) / CORNELIUS CASPARIS MEYER (Verweerder)

Ter uitvoering van 'n vonnis van die bovermelde Agbare Hof gedateer 21 September 2001, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 18 Januarie 2002 om 10:00 op die perseel te Dennelaan, Prince Alfred Hamlet, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word.

Erf 991, Prince Alfred Hamlet, groot 736 vierkante meter, gehou kragtens Transportakte Nr T46378/1997.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 'n onbeboude Residensiële eiendom.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer/Balju, Ceres [Tel: (023) 312-2168].

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige Verkoopvoorwaardes lê ter insae by die kantoor van die Afslaer/Balju, Ceres [Tel: (023) 312-2168].

Gedateer te Paarl hierdie 3de dag van Desember 2001.

Boe Bank Beperk, Hoofstraat 333, Paarl. (Verw: SP Erasmus/md/1034343101T.)

Saak No: 35984/99

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen: HEUNIS & HEUNIS, Vonnisskuldeiser, en J M M ISAACS, Vonnisskuldenaar

Die volgende eiendom sal in eksekusie verkoop word te Landdroshof, Mitchells Plain, Eerstelaan, Eastridge, Mitchells Plain, op Dinsdag, 15 Januarie 2002 om 10h00 aan die hoogste bieër.

Sekere Erf 1832, Weltevreden Valley, in die stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 400 (vierhonderd) vierkante meter, gehou deur die Verbandgewer kragtens Transportakte Nr T62010/98, ook bekend as Goldenstraat 9, Colorado Park, Mitchells Plain.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: 2 slaapkamers, 1 badkamer en toilet, 1 sitkamer, 1 kombuis.

2. *Betaling:* Tien persent (10%) van die koopprys moet ten tye van die verkoping kontant of per Depositonemende Instelling gewaarborgde tjek betaal word en die balans (plus rente teen die heersende koers bereken op die Vonnisskuldenaar se vordering van die datum van verkoping tot datum van oordrag) teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde waarborg van 'n Depositonemende Instelling wat binne 14 dae van die verkoping afgelewer moet word.

3. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

L Heerink, André Heuns Ing, h/a Heunis & Heunis, Prokureur vir Eiser, Grondverdieping, Wale Street Chambers, Kerkstraat 33, Kaapstad, 8000. [Tel: (021) 426-2633.] (Verw: AH/el/H172.)

Saaknr: 7433/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap Die Goeie Hoop)

In die saak tussen: SAAMBOU BANK BEPERK, Eiser, en SHAHEED MILLER, 1e Verweerder, en ZULAYGA MILLER, 2e Verweerder

Ter uitvoering van 'n vonnis van die bogenoemde Agbare Hof gedateer 11 Oktober 2001, sal die ondervermelde onroerende eiendom op Maandag, 21 Januarie 2002 om 14h00 op die perseel te Manitoba Laan 70, Lakeview Retreat, aan die hoogste bieder verkoop word onderhewig aan sodanige reserweprys, indien enige, as wat in terme van Hofreël 46 (5) (a) deur 'n preferente skuldeiser of plaaslike bestuur vasgestel mag word, asook onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word.

1. Erf 156333, Kaapstad, te Retreat, geleë in die gebied van die Suidelike Substruktuur Afdeling Kaap, Provinsie Wes-Kaap, groot 222 vierkante meter, gehou kragtens Transportakte Nr T101887/1996.

Beskrywing: Die volgende inligting word verstrek, maar niks word gewaarborg nie. Die eiendom is Manitobalaan 70, Lakeview Retreat, bestaande uit 'n woonhuis met teëldak, 2 slaapkamers, sitkamer, kombuis, badkamer en toilet.

Inspeksie van die eiendom kan gereël word in oorleg met die Balju, A H Camroodien, Tel. (021) 761-2820.

Betaalvoorwaardes:

Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Balju se kommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes:

Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Wynberg.

Gedateer Kuilsrivier op hierdie 10e dag van Desember 2001.

A J Marais, Marais Muller Ingelyf, Eiser se Prokureurs, Van Riebeeckweg 66, Kuilsrivier. (Verw: AJM/RB.)

Saak No 10981/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GEORGE GEHOU TE GEORGE

In die saak tussen ABSA BANK BEPERK, Eiser, en KAREL PIETER PRINSLOO, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n Lasbrief vir Eksekusie gedateer 31 Augustus 2001 sal die volgende eiendom verkoop word deur die Balju van die Hof, George aan die hoogste bieër op Vrydag, 18 Januarie 2002 om 10h00 te die perseel, Erf 1, Glentana, George.

Erf 1, Glentana, geleë in die Afdeling van George, groot 837 (agt honderd sewe en dertig) vierkante meter, hou kragtens Transportakte Nr T16498/1983 (ook bekend as Seekatstraat 18, Glentana, George).

Die volgende verbeterings is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Sitkamer, eetkamer, kombuis, 2 badkamers, 3 slaapkamers, 2 motorhuise, buitekamer, badkamer met stort en w.c.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieër en sal onderworpe wees aan die terme en voorwaardes van die Landdroshowewet en Reëls daaronder geproklameer en van die terme van die Titelakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 13,75% per jaar sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde Bank- of Boutenootskapswaarborg.

3. *Voorwaardes:* Die volle voorwaardes van verkoping lê vir insae by die kantore van mnre Miller Ingelyf, Beaconhuis, Meaderstraat 123, George, asook die Balju van die Hof, Wellingtonstraat 38, George.

Gedateer te George op hierdie 7 dag van Desember 2001.

Millers Ingelyf, Eiser se Prokureurs, Meadestraat 123, George. (Verw. SVW/sl/A3027/MA1045/Z05924.

Case No. 31625/2001

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

In the matter between: SAAMBOU BANK LIMITED, Plaintiff, and FUAD BERGSTEDT, 1st Defendant, and KASHIEFAH BERGSTEDT, 2nd Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Wynberg South at the Magistrate's Court, Church Street, Wynberg, on Monday, 21 January 2002 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Wynberg South, 7 Electric Road, Wynberg and will be read out prior to the sale taking place.

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

Property: A unit consisting of—

1. (a) Section No. 31 as shown and more fully described on Sectional Plan No. SS215/96 the scheme known as The Beeches in respect of the land and building or buildings situated at Retreat, South Penninsula Municipality, Division Cape, Province West Cape, of which section the floor area, according to the said sectional plan is 37 (thirty 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 under Deed of Transfer ST5504/2000 and specially hypothecated under Mortgage Bond SB3240/2000 and also known as C12 The Beaches, Ontario Road, Lakeview, Retreat.

Improvements: 2 Bedrooms, 1 lounge, 1 kitchen, 1 bedroom with toilet—zoned residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. Ref. Adri Viviers/X687. Tel No. (012) 342-9164.

Case No. 17969/01

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

In the matter between FIRSTRAND BANK LIMITED, formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and RON ANTHONY MARTIN, First Defendant, and SHIREEN MARTIN, Second Defendant

In the above matter a sale will be held in front of the Magistrate's Court, Kuils River, on Monday, 14 January 2002 at 9,00 am., being:

Erf 2019, Blue Downs, situate in the City of Cape Town, Stellenbosch Division, Western Cape Province;

Measuring: 338 Square Metres.

Also known as: 7 Suikerbossie Street, Forest Village, Eerste River.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 13,00% per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): *A dwelling comprising:* 3 bedrooms, lounge, kitchen, bathroom/toilet and tandem garage.

4. The complete Conditions of Sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff at Kuils River and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, Nr. Willie van Schoor & Old Oak Roads, Bellville. Phone: 914-5660. Refer: FIR2/0774/H Crous/lr.

Case No. 16636/1998

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

In the matter between BOE BANK LIMITED, Reg No. 51/00847/06, Plaintiff, and MOEGAMAT GASANT, First Defendant, and FAZLIN GASANT, Second Defendant

In pursuance of a Judgment of the Magistrate's Court of Mitchells Plain and Writ of Execution dated 18 September 2001, the property listed hereunder, and commonly known as 7 Bluebell Street, Lentegeur, Mitchells Plain, Western Cape Province, will be sold in Execution in front of the Courthouse for the District of Mitchells Plain on Tuesday, 22 January 2002 at 10h00 to the highest bidder.

Erf: 10517 (Portion of Erf 7299), Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, extent 178 (one hundred and seventy eight) square metres, held under Deed of Transfer No. T47267/1992.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom, toilet.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 12 December 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref: IB/C Smith/N43765.)

Case No. 1167/1997

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

In the matter between BOE BANK LIMITED Reg No. 51/00847/06, Plantiff, and MARK CLEMENT HORNE, First Defendant, and NORETIA HORNE, Second Defendant

In pursuance of a Judgment of the Magistrate's Court of Cape Town and Writ of Execution dated 10 March 2001, the property listed hereunder, and commonly known as 10F Diep Street, Brooklyn, Ysterplaat, Western Cape Province, will be sold in Execution at the site on Thursday, 24 January 2002 at 11h00 to the highest bidder.

Erf: 151920 (Portion of Erf 20496) Cape Town at Brooklyn, in the City of Cape Town (Blaauwberg Administration), Cape Division, Western Cape Province, extent 235 (two hundred and thirty five) square metres, held under Deed of Transfer No. T80646/1993.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, one and half bathrooms, 1 shower, 2 toilets.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town, Mandatum Building, Barrack Street, Cape Town, 8001. A substantial loan can be raised for an approved purchaser withour prior approval.

Dated at Cape Town on 19 December 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref: IB/C Smith/N42456.)

Saaknommer: 2058/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GOODWOOD GEHOU TE GOODWOOD

In die saak tussen STAD TYGERBERG: Eiser, en S NKOSI, Verweerder

Ten uitvoering van die vonnis van die Landdroshof, Goodwood gedateer 15/03/2000 sal die onroerende goed hieronder beskryf op 15 Januarie 2002 om 10h00 by die perseel, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Bekend as 49 Batavia Straat Bothasig (geteëlde dak, baksteen mure, 1 sitkamer, 1 eetkamer, 1 TV kamer, 1 kombuis, 4 slaapkamers, 1 $^{1}/_{2}$ badkamer, 1 motorhuis.

Erf: 7242, Milnerton, geleë in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, gehou kragtens Transportakte Nr T51207/1997, groot 595 vierkante meter.

Verkoopsvoorwaardes:

1. Die verkoping sal "voetstoots" geskied, onderworpe aan die voorwaardes van die Transportaktenommer waaronder die eiendom gehou word.

2. Een tiende van die koopprys tesame met rente daarop teen 13.00% per jaar vanaf datum van verkoping tot op datum van registrasie van die oordrag. Die Koper moet voorts binne 14 (veertien) dae na die verkoping die Vonnisskuldeiser voorsien van 'n Bank- of Bougenootskapswaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

Die veroping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Goodwood.

Gedateer te Goodwood op hierdie 19 dag van November 2001.

A van Rhyn, vir Steyn & Van Rhyn, Voortrekkerweg 45, Goodwood, 7460; Posbus 205, Goodwood, 7459. (E-mail: svrlaw@iafrica.com.) (Aktesbus 112.) (Docex 7 Goodwood.) (Tel: 591-3241.) (Fax: 591-9335.)

Saak No. 11230/01

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen ABSA BANK BEPERK, Eiser, en CECIL HERCULES, 1ste Verweerder, en GLYNIS AVEROL HERCULES, 2de Verweerder

In die gemelde saak sal 'n veiling gehou word op 16 Januarie 2002 om 10h00 te Landdroshof, Voortrekkerweg, Goodwood:

Erf 134051, Kaapstad te Bonteheuwel, in die Stad Kaapstad, Afdeling: Kaap, Provinsie van die Wes-Kaap, groot 230 vierkante meter, gehou deur die Verweerders kragtens Transportakte Nr. T28153/93, beter bekend as Brambleweg 32, Bonteheuwel.

1. Verbeterings (nie gewaarborg nie): 'n Woonhuis bestaande uit 1 sitkamer, 1 kombuis, 3 slaapkamers, 1 badkamer.

2. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, en in die kantoor van die ondergetekende en bepaal onder andere dat:

2.1 Die verkoping voetstoots is aan die hoogste bieder;

2.2 Een tiende van die koopprys in kontant betaalbaar is onmiddellik nadat die eiendom as verkoop verklaar is en dat die res met rente teen registrasie van oordrag betaal moet word.

Gedateer te Kaapstad hierdie 13 November 2001.

TR de Wet, Marais Muller Ing., Prokureur vir die Vonnisskuldeiser, 19de Vloer, Cartwrights Corner, Adderleystraat, Kaapstad. [Tel. (021) 462-3420/Faks (021) 465-2736.] (Epos: marmu@iafrica.com) (Verw. MA Small/edlg/Z03881.)

Case No. 14695/2001

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

In the matter between ABSA BANK LIMITED, Plaintiff (Execution Creditor), and NATHEMA ABASS, Defendant (Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Goodwood and a writ of execution dated October 2001, a sale in execution will take place on Thursday, the 17th day of January 2002 at 12h00 at the premises, being 71 Joubert Street, Goodwood, Western Cape, of:

Certain: Erf 5666, Goodwood, in the City of Cape Town, Cape Division, Western Cape Province, situate at 71 Joubert Street, Goodwood, Western Cape, measuring 495 (four hundred and ninety five) square metres, held by the Execution Debtor under Deed of Transfer Number T100817/2000.

The property is a dwelling house of brick walls under asbestos roof comprising approximately three bedrooms, one bathroom, kitchen, lounge, dining room and garage.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. Ten percent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance thereof together with interest at the rate of twenty percent (20%) per annum calculated on the amount of the Plaintiff's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Goodwood. The auctioneer of the property shall be Aucor.

Dated at Cape Town this 19th day of November 2001.

A H Brukman, for MacCallums Inc., Execution Creditor's Attorneys, 2nd Floor, 35 Wale Street, Cape Town, 8001. (Ref. AHB/KD/V65886.)

Saak No. 1513/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

ABSA BANK BEPERK, Eiser, en SANA FREDERICKS, Verweerder

Die volgende onroerende eiendom word per Openbare veiling verkoop op Vrydag, 18 Januarie 2002 om 09h00 by die Hof bomeld:

Erf 3977, Kleinvlei, 325 vierkante meter groot en geleë te Summersingel 37, Kleinvlei, Eersterivier.

Verbeterings (nie gewaarborg nie): Sitkamer, kombuis, drie slaapkamers, badkamer, toilet.

Die veilingvoorwaardes wat van toepassing is sal voor die veiling uitgelees word en is ter insae by die Balju, Kuilsrivier en bepaal onder andere dat:

1. Die verkoping voetstoots is aan die hoogste bieder.

2. Een tiende van die koopprys in kontant betaalbaar is onmiddellik nadat die eiendom as verkoop verklaar is en dat die balans tesame met rente teen registrasie van oordrag betaal moet word.

Geteken te Bellville op 7 November 2001.

Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.

Case No. 33111/01

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

In the matter between BOE (N.B.S.) BANK LIMITED, Judgment Creditor, and JACOBUS SYSTER, First Judgment Debtor, and LILIAN PATRICIA SYSTER, Second Judgment Debtor

The undermentioned property will be sold in execution on Tuesday, 22 January 2002 at 09h00 at the Sheriff's Offices at 29 Northumberland Road, Bellville:

Erf 13997, Bellville, situate in the City of Cape Town, Division Cape, Western Cape Province, in extent 714 square metres, held by Deed of Transfer No. T.11288/1999 (also known as 18 Rue Emmy Street, Glenhaven, Bellville South), comprising a vacant plot.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [KG Kemp, Tel. (021) 945-3646.] (Ref. KG Kemp/AB/B02129.)

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* S & C LOMBARD.

PAARL, Case No. 1129/00

The property: Erf 8516, Paarl, in extent 379 square metres, situate at 196 Klein Drakenstein Road, Paarl.

Improvements (not guaranteed): 3 bedrooms/bathroom/toilet, 1 other room.

Date of sale: 15th January 2002 at 11.00 am.

Place of sale: Paarl Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Paarl.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* J & I R ANTHONY.

PAARL, Case No. 10715/97

The property: Erf 19325, Paarl, in extent 164 square metres, situate at 46A Polonaise Street, Paarl.

Improvements (not guaranteed): 2 bedrooms, lounge, kitchen, bathroom/toilet, tiled roof, no fencing.

Date of sale: 15th January 2002 at 11.00 am.

Place of sale: Paarl Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Paarl.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 2869/1997

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

In the matter between FIRSTRAND BANK LIMITED, formerly t/a FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED No. 05/01225/06, and DONOVAN MARK ABRAHAMS, 1st Defendant, and LEONORA JOSEPHINE ABRAHAMS, 2nd Defendant

In the above matter a sale will be held on Tuesday, 15 January 2002 at 10.00 am at the Court House, Mitchells Plain:

Erf 424, Weltevreden Valley in the City of Cape Town, Cape Division, Western Cape Province, being 42 Bond Street, London Village, Mitchells Plain, measuring four hundred and thirty-two (432) square metres, held by Defendants under Deed of Transfer No. T11118/1994.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): 1 x brick wall dwelling under a tiled roof consisting of 3 bedrooms, lounge, kitchen, bathroom & toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain and at the offices of the undersigned.

Dated at Grassy Park, this 15th day of November 2001.

E. W. Domingo & associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Tel. 706-2873/4/5.) (Ref. E. W. Domingo/mr) C/o E. W. Domingo & Associates, 21 Boekenhout street, Eastridge, Mitchells Plain.

Saak Nr. 3965/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GOODWOOD GEHOU TE GOODWOOD

STAD TYGERBERG, Eiser, en WILLIAM TRUSTEES, Verweerder

Eiendom geleë te: Cloetesingel 13, Elsiesrivier.

Ingevolge 'n vonnis van die Landdroshof te Goodwood gedateer 16/05/00 en 'n lasbrief tot Beslaglegging van Onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p/a Landdroskantoor, Goodwood per publieke veiling te koop aangebied op 24/01/02 om 10h00:

Erf 31960, Goodwood, afdeling Wes-Kaap, groot 318 vierkante meter, ook bekend as Cloetesingel 13, Elsiesrivier, gehou kragtens Transportakte Nr. T34516/1990.

Voorwaardes:

1. Die eiendom sal deur die Afslaer en/of Balju Landdroshof van Goodwood verkoop word aan die hoogste bieër, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 15,5% per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die Prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Goodwood en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 14/11/01.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. mev. Terblanche/KWE465.)

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* J L & Z M MUGGELS.

MITCHELLS PLAIN, Case No. 19098/96.

The property: Erf 18877, Mitchells Plain, in extent 187 square metres, situate at 14 Bronze Street, Rocklands, Mitchells Plain.

Improvements (not guaranteed): Brick building, tiled roof, vibre-crete fence, burgar bars, 2 bedrooms, cement floor, kitchen, lounge, bathroom/toilet.

Date of sale: 15th January 2002 at 10.00 am.

Place of sale: Mitchells Plain Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase in cash or by bank cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain (South).

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Saak No. 22338/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en SHAUN DENIS TILLEY, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 11 Junie 2001 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 22 Januarie 2002 om 12h00 op die perseel te 19 Madison Square, Regentstraat, Parklands, Table View aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

1.1 Deel Nr. 19 soos aangetoon en meer volledig beskryf op Deelplan No SS602/98 in die skema bekend as Madison Square Gardens ten opsigte van die grond en gebou of geboue geleë te Table View, in die Stad Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap; waarvan die vloeroppervlakte volgens genoemde deelplan 63 (drie en sestig) vierkante meter groot is; en

1.2 'n onverdeelde aandeel in dele gemeenskaplike eiendom in die skema toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeteken; gehou kragtens Transportakte Nr. ST13118/1999.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonstel met 'n slaapkamer, sitkamer, kombuis en badkamer/toilet.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C J Veldtman (Tel. 939-0040) en/of Die Balju vir die Landroshof, H W Hurter, Kaapstad (Tel. 465-7560).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureurs en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, C J Veldtman (Tel. 939-0040) en/of Die Balju vir die Landroshof, H W Hurter, Kaapstad (Tel. 465-7560).

Datum: 22 November 2001.

Fourie Basson & Veldtman, Toplin Huis, Voortrekkerweg 219, Parow. (Verw. CJV/RB/5098.)

Case No. 4603/01
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 STEFANUS PETRUS DU TOIT, 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 15 De Kock Street, Riviersonderend at 11:00 am on the 25th 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, 22 Prince Alfred Road, Caledon:

Remainder Erf 258, Riviersonderend, in the Theewaterskloof Municipality, Division Caledon, Western Cape Province, in extent 2 380 square metres and situate at 15 De Kock Street, Riviersonderend.

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, 3 bedrooms and a bathroom with water closet.

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 rands).

Dated at Cape Town this 14th December 2001.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St. George's Mall, Cape Town, 8001; P O Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax (021) 423-0510.] (Ref. W D Inglis/cs/S4443/8558.)

Saak No. 31038/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: VAN DYK & KIE ING, Eksekusieskuldeiser, en MNR RUDOLPH NEWMAN, Eksekusieskuldenaar

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof gedateer 01 Augustus 2000 en daaropvolgende Lasbrief vir Eksekusie die hiernagemelde eiendom om 09h00 op 30 Januarie 2002 te Kuilsrivier Landdroshof, geregtelik verkoop sal word, naamlik:

Erf 3429, Blue Downs, geleë in die Stad Kaapstad, Afdeling Stellenbosch, Provinsie Wes-Kaapstad, groot 333 (drie honderd drie-en-dertig) vierkante meter, ook bekend as Goldbellstraat No. 40, Hillcrest, Eersterivier, gehou kragtens Akte van Transport T75137/1992.

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

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

Gedateer te Parow op hede die 6de dag van Desember 2001.

Van Dyk & Kie Ing., McIntyrestraat No. 26, Parow, 7500; Posbus 188, Parow, 7500. [Tel. (021) 930-4720/1. [Faks. (021) 939-8619.] Doces 10. E-Pos: vandykco@mweb.co.za

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

GAUTENG

AUCTION OF A 2 BEDROOM FLAT IN PRETORIA CENTRAL

Duly instructed by the Trustee of Insolvent estate **Dr Antony** Master's Reference T1177/01, we are selling the undermentioned property by public auction on Tuesday 15 January 2002 at 10:00.

Description: Unit 22, scheme SS Ermalin 502 known as 404 Ermalin, 536 Van der Walt Street, Pretoria, measuring 62 m².

Terms: 15% deposit in cash or bank guaranteed cheque, balance within 30 days.

Van Vuuren Auctioneers. [Tel. (012) 362-1100.]

AUCTION OF A 2 BEDROOM FLAT

Duly instructed by the Trustee of Insolvent estate **LJB Maditse** Master's Reference 2262/01, we are selling the undermentioned property by public auction on Tuesday 15 January 2002 at 11:00.

Description: Unit 24, scheme SS Jeanadri 503, known as 24 Jeandri, 524 Van der Walt Street, Pretoria, measuring 51 m².

Terms: 20% deposit and the balance within 30 days.

Van Vuuren Auctioneers. [Tel. (012) 362-1100.]

WINDING UP OF VISION RESEARCH & MARKETING CC

"Case Number 18091/01, Magistrate's Court, Randburg. **Vision Research & Marketing** was placed under a provisional winding up order on the 19th of July 2001. That all person who have legitimate interest are hereby called upon to put forward their reasons why this Court should not order the final winding up of Vision Research & Market CC on the 30th of January 2002.'

C Bekker & Associates Inc. [Tel. (011) 781-3009.] (Ref. MS J BEZUIDENHOUT/IVD/M0273.)

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Publications: Tel: (012) 334-4508, 334-4509, 334-4510
Advertisements: Tel: (012) 334-4673, 334-4674, 334-4504
Subscriptions: Tel: (012) 334-4735, 334-4736, 334-4737
Cape Town Branch: Tel: (021) 465-7531

Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaatsak X85, Pretoria, 0001
Publikasies: Tel: (012) 334-4508, 334-4509, 334-4510
Advertensies: Tel: (012) 334-4673, 334-4674, 334-4504
Subskripsies: Tel: (012) 334-4735, 334-4736, 334-4737
Kaapstad-tak: Tel: (021) 465-7531